

**Summary of Agreement Changes** 

The table below summarises some of the main features of the proposed Aboriginal and Torres Strait Islander Health Workforce (Queensland Health) Certified Agreement (No. 2) 2023 (HWF EB2).

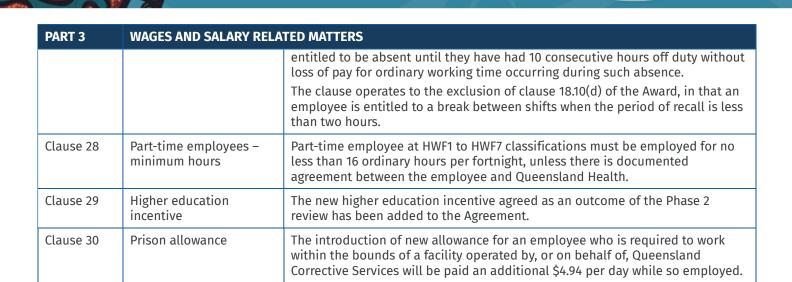
Please note, this is not an exhaustive list and reference should be made to the full copy of the proposed Agreement.

PART 1	PRELIMINARY MATTERS	
Clause 3	Parties bound	State of Queensland:  Represented through Queensland Health. Union parties:  Together Queensland, Industrial Union of Employees  The Australian Workers' Union of Employees, Queensland.
Clause 4	Application	<ul> <li>This Agreement will apply to all employees in the following eligible roles:</li> <li>Aboriginal and Torres Strait Islander Health Practitioners</li> <li>Aboriginal and Torres Strait Islander Health Workers</li> <li>Aboriginal and Torres Strait Islander Mental Health, Alcohol and/or Other Drugs Health Workers</li> <li>Aboriginal and Torres Strait Islander Hospital Liaison Officers (including Aboriginal and Torres Strait Islander Community Liaison Officers and Aboriginal and Torres Strait Islander Mental Health Liaison Officers)</li> <li>The following additional eligible role has been added to the coverage of the Agreement:</li> <li>Executive Director of Aboriginal and Torres Strait Islander Health.</li> </ul>
Clause 5	Date and period of operation	This Agreement operates from the date of certification and will have a nominal expiry date of 31 August 2025.
Clause 7	Relationships with Award and other conditions	This Agreement is to be read in conjunction with the Hospital and Health Service General Employees (Queensland Health) Award – State 2015 (Award) or any consent award successor or replacement. 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 these employees, the following Award clauses will not apply:  Clause 8.2 Part-time employment:

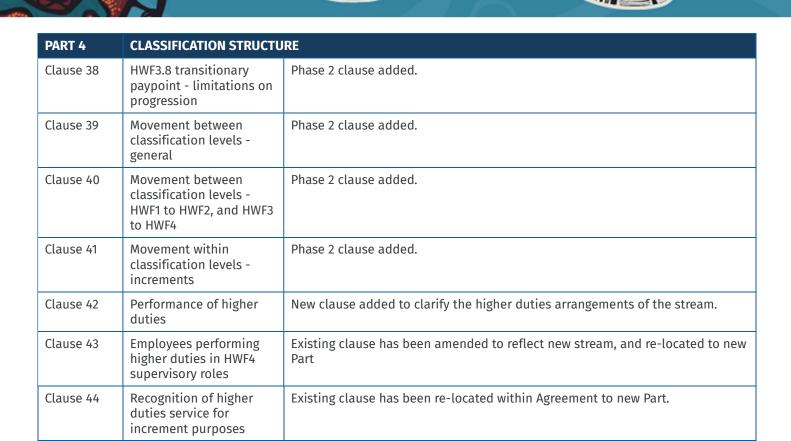
PART 1	PRELIMINARY MATTERS	
		o Clause 15 Hours of duty;
		o Clause 16 Meal breaks;
		o Clause 17 Rest pauses;
		<ul> <li>Clause 18 Overtime, except as authorised by clause 22 of this Agreement;</li> </ul>
		o Clause 19.2 Additional (annual) leave;
		o Clause 23 Public holidays.
		The clause has been further amended to specify:
		Employer processes or policy measures cannot be implemented which will be expected to impact on the employer's ability to meet their obligations under this Agreement; and
		Where a policy or process introduced by the employer is inconsistent or less favourable, the industrial instrument prevails to the extent of the inconsistency.
Clause 8	Purpose and objective of the Agreement	The purpose and objectives of this Agreement have been combined into one clause. Additional objectives that have been added include:
		Continuous improvement and promotion of work health and safety.
		Maximising permanent employment including conversion of non-permanent employees.
		Attraction and retention of employees to meet health service demands.
		Improving gender equity.
Clause 12	Prevention and settlement of disputes	This clause outlines provisions for the prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement.
	relating to the interpretation,	The clause has been amended to align the overall procedure timeframes with the EB11 Agreement where possible, including:
	application or operation of this Agreement	<ul> <li>Explicitly state that parties will attempt to resolve disputes prior to them being referred to the Queensland Industrial Relations Commission (QIRC);</li> </ul>
		<ul> <li>Clarify that initial discussions between parties should commence within 24 hours of an issue being identified at the local level;</li> </ul>
		Where an issue remains unresolved and is referred to HHS management, reduce the time period resolution should occur within seven days; and
		<ul> <li>Includes that the parties will discuss the establishment of a function to review matters/disputes prior to being referred to the QIRC.</li> </ul>

PART 2	CULTURAL MATTERS AND HEALTH EQUITY	
Clause 14	Recognition of culture and traditions	Queensland Health recognises the respective cultures and traditions held by the Aboriginal and/or Torres Strait Islander Health Workforce covered by this Agreement.
		Queensland Health acknowledges that culture and traditions are central to the lives of Queensland Health's Aboriginal and Torres Strait Islander Health Workforce and are critical in enhancing and preserving the health and social and emotional well-being of Aboriginal and Torres Strait Islander peoples. The parties acknowledge that the cultural views, beliefs and knowledge systems possessed by the Aboriginal and Torres Strait Islander Health Workforce are essential to their role. The culture and traditions of the Aboriginal and Torres Strait Islander Health Workforce will be supported by this Agreement.
Clause 16	Health equity strategy	A commitment to implement the First Nations Health Equity Strategies in accordance with the Hospital and Health Boards Act 2011 and the Hospital and Health Boards Regulation 2012.

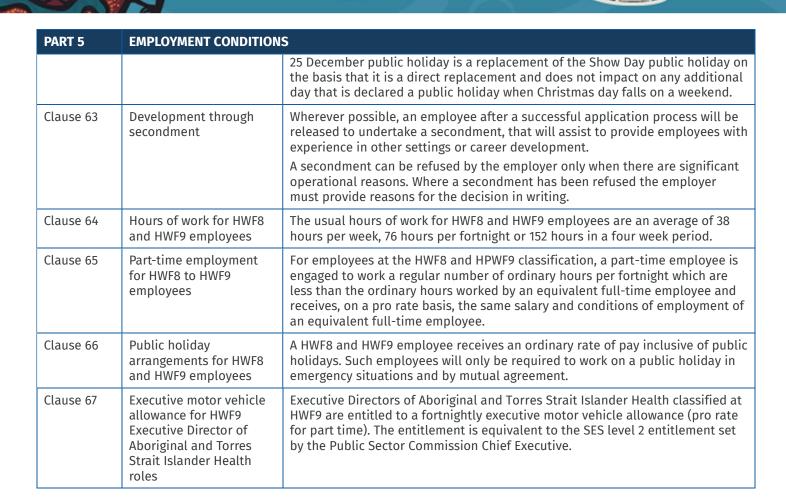
PART 3	WAGES AND SALARY RELA	TED MATTERS
Clause 17	Increases to wages and certain allowances	Employees covered by HWF EB2 will receive the following annual wage increases over the life of the Agreement:
		4% payable from 1 September 2023
		3% payable from 1 September 2024
		The first wage increase effective 1 September 2023 is to be applied to the rates in Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements (HED 04/23).
		It is a term of this Agreement that no employee will receive a rate of pay which is less than the corresponding rate of pay in the Award.
Clause 18	Cost of living adjustment (COLA) payments	Outlines the entitlement to the Cost of Living Adjustment (COLA) payment. A detailed explanation of the effect of the terms is published on <u>OHEPS.</u>
Clause 19	Superannuation	Outlines the superannuation contribution requirements of the employer.
Clause 21	Reasonable overtime	An employer can request an employee works reasonable overtime. An employee can refuse overtime if the request is unreasonable. Factors that must be taken into consideration in deciding whether additional hours are reasonable are outlined in the Agreement.
Clause 22	Overtime for HWF8 and HWF9 employees when a	A HWF8 and HWF9 employee may claim overtime in the following circumstances:
	disaster is declared	<ul> <li>When a disaster has been declared under the Disaster Management Act 2003 or when an "internal" disaster, limited to a particular Hospital and Health Service (or facility/service), is declared by a Health service chief Executive (or delegate).</li> </ul>
		<ul> <li>The employee works additional hours that attract the overtime payment as a direct consequence of the declared disaster. All claimed overtime must have been worked in order to maintain patient services, either during or after a declared disaster.</li> </ul>
Clause 23	Standard on call allowance	Rate of standard on call allowances have been increased to be paid at the specified percentage of the hourly rate of the classification of HWF4.4, instead of the current PO3.4.
Clause 24	Priority on call allowance	A new priority on call allowance has been introduced for those employees who are instructed to be on priority on call outside ordinary or rostered working hours, and the employer requires such employee to attend to duties within 30 minutes of being called. The priority on call allowance shall be an amount of 10% of the HWF4.4 ordinary hourly rate per hour that the employee is required for priority on call.
Clause 25	Recall payment	The minimum recall period will be increased from two to three hours.
		If the employee is recalled more than once in the same minimum engagement period, the employee is only paid once for the minimum engagement period. However, if the employee works beyond the minimum engagement period the employee will be paid at the relevant overtime rate for all additional time worked.
Clause 26	Break between shifts	An employee rostered on priority on-call who is recalled to perform duties and required to travel to perform work at a health facility or at another required location, must be released from duty at the end of the last recall for a break of 10 consecutive hours without loss of pay.
		If on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until they are released from duty and shall then be



PART 4	CLASSIFICATION STRUCTU	RE
Clause 31	Classification stream	Outlines the classification stream included in the Agreement, minimum AQF requirements associated with each classification level, HHS compliance requirements for approved mandatory qualifications, and restrictions on certain classification levels.
Clause 32	Phased approach to implementation of classification stream	Outlines the four phases of implementation of the stream.
Clause 33	Remaining work to finalise the classification stream	Outlines the remaining work to be completed to finalise implementation of the stream, and to allow the Phase 3 job evaluation process to be commenced.
Clause 34	Ongoing job evaluation process (Phase 4)	Phase 2 clause added outlining the standard job evaluation process that will apply following Phase 3.
Clause 35	Allocation to stream and classification levels	Existing Phase 2 clause amended to include clarification that the employer has the discretion to consider the following in assessing the knowledge, skills and abilities of an applicant in determining their commencing paypoint:
		<ul> <li>Where applicable, relevant skills, knowledge and abilities acquired in unpaid work and/or career breaks (for example, family caring, volunteer work or supporting community); and</li> </ul>
		Aboriginal and/or Torres Strait Islander knowledge and cultural skills.
Clause 36	Review of commencing paypoint in specified	New process enabling eligible employees to submit a request for a panel review of their commencing paypoint in certain circumstances.
	circumstances	Applies to employees appointed under no qualification arrangements who have completed their qualification(s), and employees appointed to an Aboriginal and Torres Strait Islander Health Workforce stream role within three months of commencement, where they have been appointed to the minimum eligible paypoint.
Clause 37	Employment at classification levels	Phase 2 clause added, which outlines a range of minimum paypoint arrangements for the stream.
		An additional clause has been added to refer to the new process for the commencement of HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officers at paypoint HWF3.5 based on recognition of cultural knowledge and expertise in accordance with the process and criteria in Schedule 7.

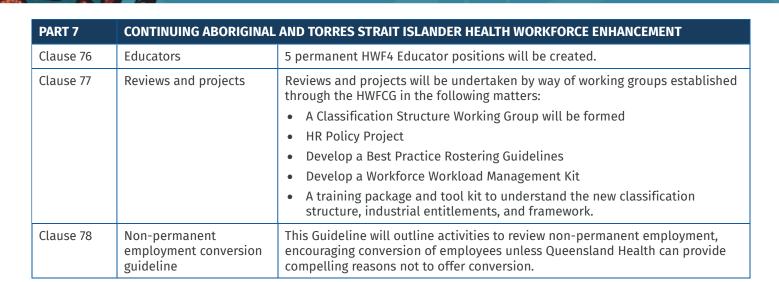


PART 5	EMPLOYMENT CONDITION	S
Clause 47	Aboriginal and Torres Strait Islander Health Workforce cultural leave	The introduction of a new entitlement of up to 10 days paid (non-cumulative) paid cultural leave per year (pro rata for part-time employees) for Aboriginal and Torres Strait Islander Health Workforce stream employees.
Clause 48	Cultural leave - unpaid	Clause heading amended to ensure distinction from new paid leave type above.
Clause 55	Long service leave	To ensure employees are aware of current entitlements to long service leave, a reference to <i>HR Policy C38 Long Service Leave</i> is included.
Clause 57	Roster changes	The ability for employees and their union/s to collectively request a roster change where there are concerns, including fatigue and work life balance concerns. The employer will genuinely engage with employees and their union representatives through consultation on addressing the concerns and the design of any proposed new roster. The employer will not unreasonably withhold agreement from the relevant union in relation to such proposed rosters.
Clause 59	Accrued days off	Employees up to the HWF7 classification are entitled to accrued days off in accordance with clause 15.1(h) of the Award.
		The clause has been amended to clarify that these employees are entitled to 19 days (or shifts) of 8 hours' duration worked in any 28 day work cycle, with one day taken off as an accrued day off, unless otherwise mutually agreed between the employer and the majority of employees concerned in a specific work area.
Clause 60	Afternoon shift penalties for shift workers	Where shifts commence at or after 11am and finish after 6pm, such shifts shall be paid shift penalties for all hours from 12pm, as if those hours are an afternoon shift.
Clause 62	Special public holidays	Where reference is made to Show Day at clause 23 of the Award, the parties agree that the Show Day will be replaced by the 25 December public holiday.



PART 6	PROFESSIONAL DEVELOPMENT, EDUCATION AND TRAINING	
Clauses 69 to 72	Professional development allowance and leave, continuity of service and mandatory training	The professional development allowance and leave arrangements agreed in Phase 2 have been added to the Agreement.
Clause 73	Student education allowance	The introduction of a new allowance of \$12.54 per day (up to a maximum of 10 days allowance per fortnight) will be paid to employees who are designated to provide education of undergraduate or graduate entry student(s). Only one employee can receive the student education allowance for providing education for any one student each day. Employees who are employed as Educators, or who provide education for students who are employees of the employer are not eligible for the student education allowance.

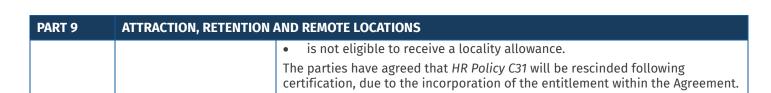
PART 7	CONTINUING ABORIGINAL	AND TORRES STRAIT ISLANDER HEALTH WORKFORCE ENHANCEMENT
Clause 74	Cultural supervision	Cultural supervision contributes to improving the health, well-being and retention of the Aboriginal and Torres Strait Islander Health Workforce.  The parties will develop a <i>Cultural Supervision Guideline</i> during the life of the Agreement to ensure cultural supervision is understood and supported.
Clause 75	Trainees	20 HWF1 Aboriginal and Torres Strait Islander Health Practitioner and Health Worker Trainee roles will be created. The trainees will be appointed to permanent graduate positions on course completion, and the obtainment of Ahpra registration (where applicable).



PART 8	RECRUITMENT AND SELECTION	
Clause 79	Replacement of existing staff	Commitment to replacing permanent staff within defined timeframes has included clarification that timeframes are not applicable where a Business Case has been provided.
Clause 80	Closed merit selection process for filling vacancies up to HWF6 classification	Existing clause has been amended to clarify eligible classification levels in the new stream, and that all directly affected employees must be consulted when permanent hours become available because of a vacancy. The clause has been expanded so that vacant full-time and part-time hours should be offered to permanent part-time employees seeking to work full-time.
		A new sub-clause included that provides that 'An employee cannot be refused hours due to performance reasons unless performance concerns have been documented and discussed with the employee and they have had an opportunity to address the concerns.'

PART 9	ATTRACTION, RETENTION	AND REMOTE LOCATIONS
Clause 81	Attraction and retention incentives	Outlines the discretionary ability for Health Service Chief Executives or the Director-General to approve attraction and retention payments incentives of up to 10% of the employee's base rate, where it is necessary to address: supply and skills shortages; interstate and private sector market wages rates and demand; and the ability to maintain critical service delivery requirements. The maximum 10% cap is inclusive of any pre-existing payments, with the new Aboriginal and Torres Strait Islander Health Practitioner attraction incentive and remote incentive scheme to be calculated as part of this cap. Reporting requirements have been expanded as outlined at clause 89.1
Clause 82	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:
		<ul> <li>a \$2,500 incentive payment on appointment, and</li> <li>a second and final \$2,500 payment on completion of 12 months eligible continuous service.</li> </ul>
		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, and is pro rata for part-time employees.
		The incentive will be paid retrospectively to employees appointed to Health Practitioner roles as at date of certification

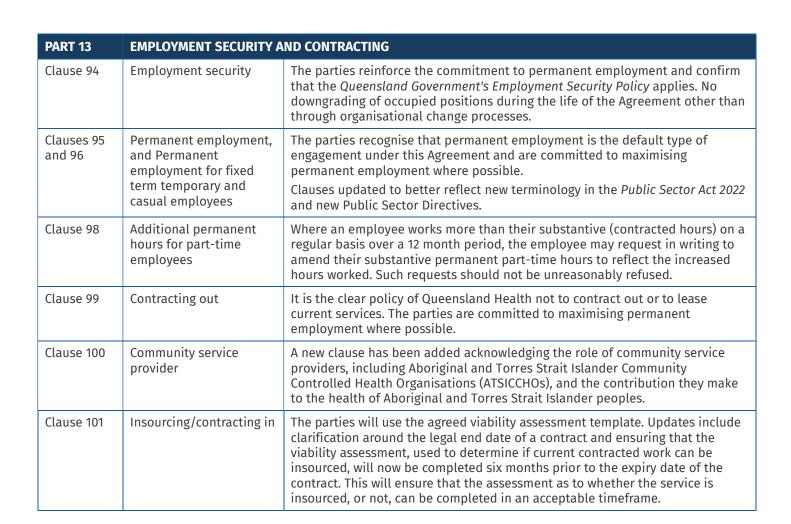
PART 9	ATTRACTION, RETENTION	ON AND REMOTE LOCATIONS
Clause 83	Remote incentive scheme	Outlines the new Remote Incentive Scheme (RIS) entitlements. RIS applies to eligible permanent employees, or fixed term temporary employees with 12 months service, at classifications HWF2 and above, working in Category D locations. The RIS package includes:
		One additional week of recreation leave (to a maximum of six weeks)
		<ul> <li>For full-time employees, two return airfares per year to the nearest east coast provincial city* in conjunction with leave (for part-time employees, one return airfare). Includes return airfares if applicable for a spouse and/or dependent children</li> </ul>
		Appointment and transfer expenses as required
		• Enhanced professional development package (provided under HED 04/23)
		Annual isolation bonus:
		Service period Annual isolation bonus
		At conclusion of one year of service \$3,500
		At conclusion of two years of service \$10,500
		At the conclusion of three years of service and \$7,000 every subsequent year of service
		RIS employees will be paid the annual isolation bonus, <b>except</b> where they are eligible for a greater locality allowance. An employee is not entitled to both the annual isolation bonus and a locality allowance.
		Transitionary arrangement for eligible employees employed on date of certification of the Agreement
		These transition arrangements apply <b>only</b> 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 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). For these employees, locality allowances will also be ceased effective date of certification of this Agreement.
		These employees will be eligible to receive the second annual isolation bonus of \$10,500 from one year following certification of this Agreement, subject to the completion of one year of eligible service in a Category D location(s).
		On receipt of the second annual isolation bonus of \$10,500, where an employee is eligible to receive a greater locality allowance than the third and ongoing annual isolation bonus of \$7,000, the locality allowance will be commenced where the employee submits an application form to payroll.
		*For the purpose of the airfare entitlement, the east coast provincial cities are Brisbane, Bundaberg, Cairns, Caloundra, Gladstone, Gold Coast, Hervey Bay, Mackay, Maryborough, Rockhampton, and Townsville.
Clause 84	Locality allowances	Application of <i>Directive 16/18 Locality Allowance</i> to all employees classified at HWF4 and below, working on Mornington Island, Palm Island and the Torres Strait Islands. RIS employees will be paid the annual isolation bonus, except where they are eligible for a greater locality allowance. An employee is not entitled to both the annual isolation bonus and a locality allowance.
Clause 85	Aboriginal and Torres Strait Islander Health Workers special allowance	Incorporates the provisions of HR Policy C31 Aboriginal and Torres Strait Islander Health Workers – Special Allowance into the Agreement. The special allowance is payable to Aboriginal and Torres Strait Islander Health Workers in the Torres and Cape Hospital and Health Service only where the employee:
		<ul> <li>does not qualify for an entitlement in accordance with HR Policy D5         Accommodation Assistance – Rural and Remote Incentive, and     </li> <li>is not eligible to receive a RIS annual isolation bonus, and</li> </ul>



PART 10	INDUSTRIAL RELATIONS I	MATTERS AND CONSULTATION
Clause 86	Collective industrial relations	<ul> <li>Outlines the employer's commitment to collective agreements with registered unions and does not support non-union agreements. This clause has been amended to:</li> <li>Clarify that the employer is committed to the Queensland Government Commitment to Union Encouragement policy, as well as HR Policy F4 Union Encouragement and the Union Encouragement Guideline, and will communicate these commitments to all employees.</li> <li>Specify that management and unions adopt a problem-solving approach where there is disagreement.</li> </ul>
Clause 87	Commitment to consultation	Outlines the employer's commitment to consultation with the registered unions and the employer's commitment to involving employees and their union representatives in decision-making processes that may affect the workplace.
Clause 88	Health Consultative Forums	Outlines that Health Consultative Forums will operate in accordance with the terms of reference agreed by the Reform Consultative Group.
Clause 89	Reporting	Outlines the commitment to provide electronic reports on a quarterly basis.  The clause has been amended to include additional information in some existing reports and add some new reports:  Position numbers included in new starter and employee reporting  Where vacant positions have been abolished through a Business Case for Change (BCfC), the name of the BCfC will be provided in the vacancy report  Provision of position details of employees in receipt of discretionary attraction and retention payments will increase in frequency from annually
		to quarterly; • Equity data progress graph.
Clause 91	Payroll Working Group	Payroll Working Group has been established to review and amend policies and guidelines relevant to payroll processing; create a process map to identify the process an employee can undertake if their pay isn't correct; and Identify opportunities to simplify and streamline this process.

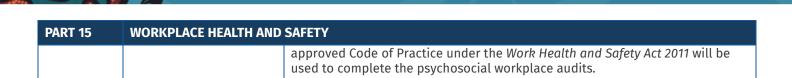
PART 11	ORGANISATIONAL CHANGE AND RESTRUCTURING	
Clause 92	Organisational change and restructuring	Outlines the employer's commitment to consultation and reinforced the employer's commitment that prior to implementation, all organisational change will need to demonstrate clear benefits such as enhanced service delivery to the community, improved efficiency and effectiveness and will follow the agreed change management processes as outlined in the Queensland Health Change Management Guidelines.

PART 12	WORKLOAD MANAGEMENT	
Clause 93	Workload management	The parties acknowledge the importance of workload management as a critical issue in the workplace. The Health Consultative Forum (or equivalent) will have workload management issues as a regular agenda item. Best practice models for workload management identified through these processes will be promulgated through the employer's facilities.



PART 14	EQUITY AND FLEXIBLE WORKING ARRANGEMENTS	
Clause 104	Gender equity	The employer is committed to meet their obligations in terms of gender equity and the parties agree to investigate ways in which employees who are secondary caregivers can be encouraged and supported in taking a greater role in caring responsibilities, such as parental leave, part-time work and flexible work, and investigate ways to increase gender diversity across all levels.
Clause 107	Child care	The parties to this Agreement recognise the importance of access to affordable and appropriate childcare for employees. This clause contains provisions to that effect. The clause has been amended to specify that the Reform Consultative Group will consider formulating policy recommendations and childcare options, not may consider.

PART 15	WORKPLACE HEALTH AND SAFETY	
Clause 110	Workplace health and safety	The parties to HWF EB2 are committed to continuous improvement in workplace health and safety. Queensland Health will promote Health and Safety Advisory Committees and the important role of health and safety representatives. Further, Queensland Health will support requests for the establishment of Health and Safety Committees made in accordance with the Work Health and Safety Act 2011.
Clause 112	Psychosocial workplace audits	A commitment to support psychosocial workplace audits and risk assessments of workplaces as requested through a Health Consultative Forum either by the HHS or a union party. Further, agreement that tools compliant with the



PART 16	NO FURTHER CLAIMS	
Clause 113	No further claims	This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

SCHEDULES		
Schedule 1	Wage rates	Updated to reflect the new HWF stream agreed as an outcome of the Phase 2 review in HED 04/23.
Schedule 2	Allowances subject to indexation	A new Schedule has been added incorporating those allowances which are subject to indexation in line with the wage increases of the Agreement.
Schedule 3	Preserved human resources policies	Lists the preserved HR policies and notes interested unions parties.
Schedule 4	Phase 2	A new Schedule outlining the background and outcomes of the Phase 2 review.
Schedule 5	Phase 2 direct translation diagram	A new Schedule outlining how roles and employees translated into the stream. This Schedule must be read in conjunction with Schedule 4. Where Schedule 4 provides for a higher translation, the higher translation applied.
Schedule 6	Phase 3	A new Schedule outlining the Phase 3 process for employees at the HWF2 classification. The parties will develop the Phase 3 process for roles classified at HWF3 and above as outlined at clause 33.3(f).
Schedule 7	HWF3 Aboriginal and Torres Strait Islander Hospital Liaison Officer paypoint processes	<ul> <li>A new Schedule outlining two paypoint processes applying to HWF3</li> <li>Assessment criteria for the recognition of cultural knowledge and expertise for the commencement at paypoint HWF3.5:</li> <li>Queensland Health will also develop an additional process within four months of certification which will enable Aboriginal and Torres Strait Islander Hospital Liaison Officers who have been at paypoint HWF3.5 for 12 months or more, but who do not hold an approved Diploma or higher qualification, to apply to have their cultural knowledge and expertise and sustained high performance in the role recognised enabling them to progress to paypoint HWF3.6.</li> </ul>
Schedule 8	Appointment of suitable applicants without the required qualification(s)	A new Schedule containing the prescribed arrangements for the appointment of suitable applicants without the require qualification(s) agreed as an outcome of the Phase 2 review.
Schedule 9	Aboriginal and Torres Strait Islander Health Workforce education scheme	A new Schedule outlining the Aboriginal and Torres Strait Islander Health Workforce Education Scheme agreed as an outcome of the Phase 2 review.
Schedule 10	Hospital and Health Service and location/facility categories	Amendments made to reflect new 'Category D' locations for the Remote Incentive Scheme agreed under Phase 2, and improved clarification of names for Torres and Cape HHS locations.