

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

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	<p>State of Queensland:</p> <ul style="list-style-type: none"> Represented through Queensland Health. <p>Union parties:</p> <ul style="list-style-type: none"> Together Queensland, Industrial Union of Employees The Australian Workers' Union of Employees, Queensland.
Clause 4	Application	<p>This Agreement will apply to all employees in the following eligible roles:</p> <ul style="list-style-type: none"> 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 (including Aboriginal and Torres Strait Islander Community Liaison Officers and Aboriginal and Torres Strait Islander Mental Health Liaison Officers) <p>The following additional eligible role has been added to the coverage of the Agreement:</p> <ul style="list-style-type: none"> Executive Director of Aboriginal and Torres Strait Islander Health.
Clause 5	Date and period of operation	<p>This Agreement operates from the date of certification and will have a nominal expiry date of 31 August 2025.</p>
Clause 7	Relationships with Award and other conditions	<p>This Agreement is to be read in conjunction with the <i>Hospital and Health Service General Employees (Queensland Health) Award – State 2015 (Award)</i> or any consent award successor or replacement. The Award will be applied as if:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> Clause 8.2 Part-time employment;



PART 1		PRELIMINARY MATTERS
		<ul style="list-style-type: none"> ○ 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. <p>The clause has been further amended to specify:</p> <ul style="list-style-type: none"> • 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	<p>The purpose and objectives of this Agreement have been combined into one clause. Additional objectives that have been added include:</p> <ul style="list-style-type: none"> • 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 relating to the interpretation, application or operation of this Agreement	<p>This clause outlines provisions for the prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement.</p> <p>The clause has been amended to align the overall procedure timeframes with the EB11 Agreement where possible, including:</p> <ul style="list-style-type: none"> • Explicitly state that parties will attempt to resolve disputes prior to them being referred to the Queensland Industrial Relations Commission (QIRC); • Clarify that initial discussions between parties should commence within 24 hours of an issue being identified at the local level; • Where an issue remains unresolved and is referred to HHS management, reduce the time period resolution should occur within seven days; and • Includes that the parties will discuss the establishment of a function to review matters/disputes prior to being referred to the QIRC.

PART 2		CULTURAL MATTERS AND HEALTH EQUITY
Clause 14	Recognition of culture and traditions	<p>Queensland Health recognises the respective cultures and traditions held by the Aboriginal and/or Torres Strait Islander Health Workforce covered by this Agreement.</p> <p>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.</p>
Clause 16	Health equity strategy	<p>A commitment to implement the First Nations Health Equity Strategies in accordance with the <i>Hospital and Health Boards Act 2011</i> and the <i>Hospital and Health Boards Regulation 2012</i>.</p>



PART 3		WAGES AND SALARY RELATED MATTERS
Clause 17	Increases to wages and certain allowances	<p>Employees covered by HWF EB2 will receive the following annual wage increases over the life of the Agreement:</p> <ul style="list-style-type: none"> • 4% payable from 1 September 2023 • 3% payable from 1 September 2024 <p>The first wage increase effective 1 September 2023 is to be applied to the rates in <i>Health Employment Directive 04/23 Aboriginal and Torres Strait Islander Health Workforce Classification Structure and Entitlements</i> (HED 04/23).</p> <p>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.</p>
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 QHEPS .
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 disaster is declared	<p>A HWF8 and HWF9 employee may claim overtime in the following circumstances:</p> <ul style="list-style-type: none"> • When a disaster has been declared under the <i>Disaster Management Act 2003</i> 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). • 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.
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	<p>The minimum recall period will be increased from two to three hours.</p> <p>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.</p>
Clause 26	Break between shifts	<p>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.</p> <p>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</p>



PART 3		WAGES AND SALARY RELATED MATTERS
		entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. The clause operates to the exclusion of clause 18.10(d) of the Award, in that an employee is entitled to a break between shifts when the period of recall is less than two hours.
Clause 28	Part-time employees – minimum hours	Part-time employee at HWF1 to HWF7 classifications must be employed for no less than 16 ordinary hours per fortnight, unless there is documented agreement between the employee and Queensland Health.
Clause 29	Higher education incentive	The new higher education incentive agreed as an outcome of the Phase 2 review has been added to the Agreement.
Clause 30	Prison allowance	The introduction of new allowance for an employee who is required to work within the bounds of a facility operated by, or on behalf of, Queensland Corrective Services will be paid an additional \$4.94 per day while so employed.

PART 4		CLASSIFICATION STRUCTURE
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 style="list-style-type: none"> • 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 • Aboriginal and/or Torres Strait Islander knowledge and cultural skills.
Clause 36	Review of commencing paypoint in specified circumstances	New process enabling eligible employees to submit a request for a panel review of their commencing paypoint in certain 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 4		CLASSIFICATION STRUCTURE
Clause 38	HWF3.8 transitional paypoint - limitations on progression	Phase 2 clause added.
Clause 39	Movement between classification levels - general	Phase 2 clause added.
Clause 40	Movement between classification levels - HWF1 to HWF2, and HWF3 to HWF4	Phase 2 clause added.
Clause 41	Movement within classification levels - increments	Phase 2 clause added.
Clause 42	Performance of higher duties	New clause added to clarify the higher duties arrangements of the stream.
Clause 43	Employees performing higher duties in HWF4 supervisory roles	Existing clause has been amended to reflect new stream, and re-located to new Part
Clause 44	Recognition of higher duties service for increment purposes	Existing clause has been re-located within Agreement to new Part.

PART 5		EMPLOYMENT CONDITIONS
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 5		EMPLOYMENT CONDITIONS
		25 December public holiday is a replacement of the Show Day public holiday on the basis that it is a direct replacement and does not impact on any additional day that is declared a public holiday when Christmas day falls on a weekend.
Clause 63	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. A secondment can be refused by the employer only when there are significant operational reasons. Where a secondment has been refused the employer must provide reasons for the decision in writing.
Clause 64	Hours of work for HWF8 and HWF9 employees	The usual hours of work for HWF8 and HWF9 employees are an average of 38 hours per week, 76 hours per fortnight or 152 hours in a four week period.
Clause 65	Part-time employment for HWF8 to HWF9 employees	For employees at the HWF8 and HPWF9 classification, a part-time employee is engaged to work a regular number of ordinary hours per fortnight which are less than the ordinary hours worked by an equivalent full-time employee and receives, on a pro rate basis, the same salary and conditions of employment of an equivalent full-time employee.
Clause 66	Public holiday arrangements for HWF8 and HWF9 employees	A HWF8 and HWF9 employee receives an ordinary rate of pay inclusive of public holidays. Such employees will only be required to work on a public holiday in emergency situations and by mutual agreement.
Clause 67	Executive motor vehicle allowance for HWF9 Executive Director of Aboriginal and Torres Strait Islander Health roles	Executive Directors of Aboriginal and Torres Strait Islander Health classified at HWF9 are entitled to a fortnightly executive motor vehicle allowance (pro rate for part time). The entitlement is equivalent to the SES level 2 entitlement set by the Public Sector Commission Chief Executive.

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 7 CONTINUING ABORIGINAL AND TORRES STRAIT ISLANDER HEALTH WORKFORCE ENHANCEMENT		
Clause 76	Educators	5 permanent HWF4 Educator positions will be created.
Clause 77	Reviews and projects	Reviews and projects will be undertaken by way of working groups established through the HWFCG in the following matters: <ul style="list-style-type: none"> • A Classification Structure Working Group will be formed • HR Policy Project • Develop a Best Practice Rostering Guidelines • Develop a Workforce Workload Management Kit • A training package and tool kit to understand the new classification structure, industrial entitlements, and framework.
Clause 78	Non-permanent employment conversion guideline	This Guideline will outline activities to review non-permanent employment, encouraging conversion of employees unless Queensland Health can provide compelling reasons not to offer conversion.

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. <i>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.'</i>

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 style="list-style-type: none"> • 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, 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 AND REMOTE LOCATIONS

<p>Clause 83</p>	<p>Remote incentive scheme</p>	<p>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:</p> <ul style="list-style-type: none"> • One additional week of recreation leave (to a maximum of six weeks) • 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 • Appointment and transfer expenses as required • Enhanced professional development package (provided under HED 04/23) • Annual isolation bonus: <table border="1" data-bbox="625 683 1505 842"> <thead> <tr> <th>Service period</th> <th>Annual isolation bonus</th> </tr> </thead> <tbody> <tr> <td>At conclusion of one year of service</td> <td>\$3,500</td> </tr> <tr> <td>At conclusion of two years of service</td> <td>\$10,500</td> </tr> <tr> <td>At the conclusion of three years of service and every subsequent year of service</td> <td>\$7,000</td> </tr> </tbody> </table> <p>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.</p> <p>Transitional arrangement for eligible employees employed on date of certification of the Agreement</p> <p>These transition arrangements apply only 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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>*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.</p>	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 every subsequent year of service	\$7,000
Service period	Annual isolation bonus									
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<p>Clause 84</p>	<p>Locality allowances</p>	<p>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.</p>								
<p>Clause 85</p>	<p>Aboriginal and Torres Strait Islander Health Workers special allowance</p>	<p>Incorporates the provisions of <i>HR Policy C31 Aboriginal and Torres Strait Islander Health Workers – Special Allowance</i> 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:</p> <ul style="list-style-type: none"> • does not qualify for an entitlement in accordance with <i>HR Policy D5 Accommodation Assistance – Rural and Remote Incentive</i>, and • is not eligible to receive a RIS annual isolation bonus, and 								



PART 9		
ATTRACTION, RETENTION AND REMOTE LOCATIONS		
		<ul style="list-style-type: none"> is not eligible to receive a locality allowance. <p>The parties have agreed that <i>HR Policy C31</i> will be rescinded following certification, due to the incorporation of the entitlement within the Agreement.</p>

PART 10		
INDUSTRIAL RELATIONS MATTERS AND CONSULTATION		
Clause 86	Collective industrial relations	<p>Outlines the employer’s commitment to collective agreements with registered unions and does not support non-union agreements. This clause has been amended to:</p> <ul style="list-style-type: none"> Clarify that the employer is committed to the Queensland Government Commitment to Union Encouragement policy, as well as <i>HR Policy F4 Union Encouragement</i> and the Union Encouragement Guideline, and will communicate these commitments to all employees. Specify that management and unions adopt a problem-solving approach where there is disagreement.
Clause 87	Commitment to consultation	<p>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.</p>
Clause 88	Health Consultative Forums	<p>Outlines that Health Consultative Forums will operate in accordance with the terms of reference agreed by the Reform Consultative Group.</p>
Clause 89	Reporting	<p>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:</p> <ul style="list-style-type: none"> 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	<p>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.</p>

PART 11		
ORGANISATIONAL CHANGE AND RESTRUCTURING		
Clause 92	Organisational change and restructuring	<p>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 <i>Queensland Health Change Management Guidelines</i>.</p>

PART 12		
WORKLOAD MANAGEMENT		
Clause 93	Workload management	<p>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.</p>



PART 13		EMPLOYMENT SECURITY AND CONTRACTING
Clause 94	Employment security	The parties reinforce the commitment to permanent employment and confirm that the <i>Queensland Government's Employment Security Policy</i> applies. No downgrading of occupied positions during the life of the Agreement other than through organisational change processes.
Clauses 95 and 96	Permanent employment, and Permanent employment for fixed term temporary and casual employees	The parties recognise that permanent employment is the default type of engagement under this Agreement and are committed to maximising permanent employment where possible. Clauses updated to better reflect new terminology in the <i>Public Sector Act 2022</i> and new Public Sector Directives.
Clause 98	Additional permanent hours for part-time employees	Where an employee works more than their substantive (contracted hours) on a regular basis over a 12 month period, the employee may request in writing to amend their substantive permanent part-time hours to reflect the increased hours worked. Such requests should not be unreasonably refused.
Clause 99	Contracting out	It is the clear policy of Queensland Health not to contract out or to lease current services. The parties are committed to maximising permanent employment where possible.
Clause 100	Community service provider	A new clause has been added acknowledging 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.
Clause 101	Insourcing/contracting in	The parties will use the agreed viability assessment template. Updates include clarification around the legal end date of a contract and ensuring that the viability assessment, used to determine if current contracted work can be insourced, will now be completed six months prior to the expiry date of the contract. This will ensure that the assessment as to whether the service is insourced, or not, can be completed in an acceptable timeframe.

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 <i>Work Health and Safety Act 2011</i> .
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 15		WORKPLACE HEALTH AND SAFETY
		approved Code of Practice under the <i>Work Health and Safety Act 2011</i> will be used to complete the psychosocial workplace audits.

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	<p>A new Schedule outlining two paypoint processes applying to HWF3</p> <ul style="list-style-type: none"> Assessment criteria for the recognition of cultural knowledge and expertise for the commencement at paypoint HWF3.5: 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.
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.