

Health Employment Directive

HED No. 01/26

Employment conditions for Paramedics, Remote Hospitals

Supersedes: No. 01/25 Effective date: 19 May 2026 Expiry date: 19 May 2029

1 Compliance

Compliance with this Health Employment Directive (HED) is mandatory.

2 Purpose

The purpose of this HED is to specify the conditions of employment for Paramedics, Remote Hospitals employed within remote Hospital and Health Services (HHSs) as prescribed by the Modified Monash Model (MMM) 6 and 7 locations, to ensure consistency in the application of employee entitlements including:

- Employment terms and conditions;
- Remuneration structure for Paramedics, Remote Hospitals; and
- Establish the governance requirements applicable to paramedics, including scope of duties and supervisory arrangements.

3 Legislative Provision

Section 51A of the *Hospital and Health Boards Act 2011* (the Act).

4 Application

This HED applies to all paramedic employees engaged under the Act in HHSs.

5 Related documents

- Hospital and Health Boards Act 2011 (Qld)
- Employment Terms and Conditions: Paramedic Remote Hospitals (Attachment 1)
- Paramedic, Remote Hospitals role description and associated scope of clinical practice (Attachment 2)

6 Directive

6.1 Terms and conditions

The Director-General, in accordance with section 45(g) of the *Hospital and Health Boards Act 2011*, may establish the conditions of employment for health service employees. Paramedics, Remote Hospitals may be engaged to work within the public health sector in HHSs within the identified Modified Monash Model - MMM6 and MMM7 locations.

HHSs must not engage paramedics in a manner contrary to this HED without the approval of the Director-General.

Paramedic, Remote Hospital roles will be employed in line with the provisions outlined in Attachment 1 - Employment Terms and Conditions: Paramedic Remote Hospitals.

Any proposed revision to the duties as outlined in Attachment 2 role description must be endorsed by the Executive Director, Office of Rural and Remote Health (ORRH), prior to Director-General approval.

6.2 Governance framework – practice arrangements and supervision

The practice activities for these roles will be outlined in the role description and associated scope of clinical practice as endorsed by the Chief Medical Officer. Paramedic, Remote Hospitals will operationally report to the Director of Nursing (or other nursing lead at the discretion of the HHS) and professionally report to a medical officer.

Paramedics must complete mandatory clinical training and induction as prescribed by the HHS in which they are engaged. These may include local clinical governance frameworks and credentialing processes. In addition, employees must complete the following training modules within 30 days of commencement:

- Keeping you safe (Work health and safety)
- Occupational violence prevention fundamentals
- Working ethically (Code of conduct)

7 Indemnity

As employees of Queensland Health, the Queensland Government Indemnity Guideline applies to Paramedics, Remote Hospitals -

<https://www.forgov.qld.gov.au/documents/guideline/queensland-government-indemnity-guideline>.

8 History

HED No. 01/25 1 April 2026	Issued under section 51A of the Hospital and Health Boards Act 2011 as a condition of employment for health service employees.
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9 Approval and implementation

Directive custodian: Chief Human Resources Officer

Approval by Chief Executive

Dr David Rosengren

Director-General

Approval date: 19 May 2026

Attachment 1

Employment Terms and Conditions – Paramedic, Remote Hospitals

Table of Contents

Introduction.....	6
Application	7
Appointment.....	7
Definitions.....	7
1. Minimum salary and related matters.....	9
1.1 Remuneration structure.....	9
1.2 Commencing salary and progression of increments.....	9
1.3 Superannuation.....	10
1.4 Salary Sacrifice.....	11
2. Types of employment	12
2.2 Full-time employment	12
2.3 Permanent employment.....	12
2.4 Part-time employment	13
2.5 Casual employment.....	13
2.6 Fixed-term temporary engagements	14
2.7 Probationary employment.....	15
2.8 Termination of employment.....	15
2.9 Organisational change and restructuring.....	16
3. Hours of work and related matters	16
3.1 Hours of work arrangement.....	16
3.2 Consultation when employer seeks to introduce alternative shift lengths into roster.....	17
3.3 Twelve-hour shift arrangements.....	18
3.4 Rostering.....	19
3.5 Rest breaks between rostered shifts.....	20
3.6 Shift work and weekend work	20
3.7 Meal breaks	22
3.8 Rest pauses.....	22
3.9 Overtime	23
3.10 Time off in lieu	23
3.11 On call and recall	23
3.12 Fatigue managements	26
3.13 Governance and reporting arrangements.....	27
4. Employment conditions.....	27
4.1 Annual leave.....	27
4.2 Public holidays	28

4.3 Right to disconnect.....	30
4.4 Reasonable overtime.....	31
5. Allowances	31
5.1 Accelerated pay point advancement and qualifications allowance	31
5.2 Annual isolation bonus	33
5.3 Airfares.....	34
5.4 Transfer and appointment expenses.....	35
5.5 Broken shift allowance.....	35
5.6 Divisional and District parities	35
5.7 Laundry allowance.....	36
5.8 Uniforms.....	36
5.9 X-ray and radium allowance	37
5.10 Board, lodging and provision of meals.....	37
5.11 Motor vehicle allowance	37
5.12 Professional development allowance	37
6. Training and development	38
6.1 Professional development leave	38
7. Union related matters.....	39
8. Indemnity.....	42
9. Relevant Human Resources Policies and Directives.....	42
10. Prevention and Settlement of Disputes	44

Introduction

It has been identified in significant National reviews, including the Mid-Term Review of the National Health Reform Agreement Addendum 2020–2025¹ and the findings of the 2024 independent review Unleashing the Potential of our Health Workforce – Scope of Practice Review (Cormack Review), that there are opportunities to expand the role of paramedicine in Australia and therefore, Queensland Health considers this to be an opportunity to utilise this cohort in a non-traditional setting.

The inclusion of paramedics in the Mid-Term Review of the National Health Reform Agreement Addendum 2020–2025 reflects growing recognition of their role in delivering accessible, community-based care and supporting system sustainability. This aligns with the broader goals of the reform agenda, which emphasises integrated, person-centred care delivered closer to home and the optimal use of all health professionals.

Similarly, the Cormack Review recognises the untapped potential of paramedics, particularly in under-served areas, and encourages models of care that enable them to deliver a broader range of services beyond emergency response, including in primary care and hospital settings. The review calls for broader, more flexible, team-based care models that leverage the full capability of all health professions.

Together, these policy directions create a strong foundation for embedding paramedics more effectively in the broader health system and unlocking their potential to deliver high-value, accessible care across diverse settings.

Accordingly, the purpose of this document is to support the broader role of paramedics within Queensland Health by enabling direct employment by hospital and health services. It also sets out the terms and conditions for paramedics working in Queensland Health's remote hospitals.

The Health Employment Directive (HED) will enable the employment of Paramedic, Remote Hospitals from April 2026. This HED will be reviewed 18 months after commencement.

The Director-General, in accordance with the provisions of the *Hospital and Health Boards Act 2011* (Qld), establishes the terms and conditions of employment for health service employees.

Terms and conditions for Paramedic, Remote Hospitals are outlined in this HED. However, other contract terms and conditions of employment may be prescribed in the:

- Hospital and Health Boards Act 2011 (Qld)
- Industrial Relations Act 2016 (Qld)
- Public Sector Act 2022 (Qld)
- Directives, Office of Industrial Relations and Public Sector Commission including health employment, health service and public service directives
- Queensland Health's human resource policies and other reference guides
- Code of Conduct for the Queensland Public Service.

Application

This document provides the terms and conditions of employment for Paramedics, Remote Hospitals employed in a remote location as prescribed by the Modified Monash Model (MMM6 or MMM7) within a Hospital and Health Service (HHS).

Appointment

On 1 April 2026, all appointments to paramedic positions will be regulated by a health employment directive (HED) made under the *Hospital and Health Boards Act 2011*.

The directive provides the terms and conditions applicable to Paramedic, Remote Hospitals roles.

Definitions

Accrued day off (ADO) means a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle. An employee may have one or more days off during that cycle

Accrued time means the time worked in excess of ordinary hours in any day

Afternoon shift means a shift commencing at or after 1200 and before 1800

AHPRA means Australian Health Practitioner Regulation Agency

Chief Executive means the Director-General of Queensland Health

Clinical Unit means the employee's immediate work area

Continuous shift work means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7-day week

Day work means a single period of work (excluding a meal break) performed between 0600 and 1800 hours which is not part of a non-continuous shift work or a continuous shift work system

Day worker means an employee who works day work

Department means Queensland Health

Dependant child means a child who:

- is aged under 18 years
- resides with the eligible employee for at least 50% of the year, excluding that time spent in attendance at boarding school or another educational institution
- receives remuneration less than the Queensland minimum wage percentage equivalent for persons under the age of 18 (\$948 per week for Award employees as at 1 September 2025).

In exceptional and deserving cases, for the purposes of this HED, the Health Service Chief Executive, or delegate, may deem a person under the age of 21 who satisfies the above criteria to be a dependant child

Directive means a directive, or part of a directive, made under section 222 or section 223 of the *Public Sector Act 2022*

Employee means a paramedic who works in a remote Hospital

Employer means the Chief Executive of Queensland Health

Fixed term temporary employee means any employee engaged pursuant to section 150 of the *Public Sector Act 2022* for fixed periods.

Hospital means any health facility or premises for the reception and treatment of the sick operated by Queensland Health and includes: a mental health unit or nursing home attached to a Public Hospital, a health centre, clinic, dental hospital and dental clinic

Hospital and Health Service means a Hospital and Health Service established in accordance with the *Hospital and Health Boards Act 2011*

Hours of duty means the hours determined by negotiation, during which employees may work

Night shift means a shift commencing from 1700 and extending beyond 0000

Non-continuous shift work means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7-day week (see continuous shift work)

Paypoint means the specific rate of remuneration payable to employees

Public holiday has the same meaning as that provided in Division 10 of the QES

Public Hospital means any health facility or premises for the reception and treatment of the sick operated by a hospital and health service or the Department and includes: a mental health unit or nursing home attached to a Public Hospital, a health centre, clinic, dental hospital and dental clinic

Public Hospital employee means a paramedic at any classification level who works in a Public Hospital

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the *Industrial Relations Act 2016*

Rostered day off means a day free of duty:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 3.1 of this HED. Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day off

Service means, unless otherwise specially stated, all continuous employment whether temporary, probationary, permanent or casual

Shift worker means an employee who works non-continuous shift work or continuous shift work

Spouse means a person who lives with a person of the same or different gender on a genuine domestic basis whether or not legally married to the person

TOIL means time off in lieu of payment for overtime

Union means United Workers' Union, Industrial Union of Employees, Queensland

1. Minimum salary and related matters

1.1 Remuneration structure

1.1.1 The table below establishes the remuneration structure for the Paramedic, Remote Hospital roles engaged in MMM6 and MMM7 locations.

	Pay Point	Wage Rates payable from 1 April 2026				Wage Rates payable from 1 April 2027			
		Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour	Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour
Paramedic, Remote Hospitals	1	\$3,365.	\$87,790	\$44.2763	\$55.3454	\$3,449.10	\$89,985	\$45.3829	\$56.7286
	2	\$3,523.10	\$91,915	\$46.3566	\$57.9458	\$3,611.20	\$94,214	\$47.5158	\$59.3948
	3	\$3,681.70	\$96,053	\$48.4434	\$60.5543	\$3,773.70	\$98,453	\$49.6539	\$62.0674
	4	\$3,839.90	\$100,180	\$50.5250	\$63.1563	\$3,935.90	\$102,685	\$51.7882	\$64.7353
	5	\$3,998.50	\$104,318	\$52.6118	\$65.7648	\$4,098.50	\$106,927	\$53.9276	\$67.4095
	6	\$4,157.50	\$108,466	\$54.7039	\$68.3799	\$4,261.40	\$111,177	\$56.0711	\$70.0889
	7	\$4,316.20	\$112,607	\$56.7921	\$70.9901	\$4,424.10	\$115,422	\$58.2118	\$72.7648

1.2 Commencing salary and progression of increments

1.2.1 The classification and remuneration system provides that all applicants appointed to a position may, at the discretion of the employer, be offered and appointed to any paypoint of the classification level based on recognition of skills, knowledge and abilities.

1.2.2 Minister for Industrial Relations Directive No. 12/18: Recognition of Previous Service provides for external appointees to have previous relevant employment counted for the purpose of calculating salary payable (refer to Determining Salary Levels Upon Appointment HR Policy C59). An external appointee, previously employed in the Queensland public sector, who is reappointed within 12 months of cessation of employment, shall have their previous service as a public sector employee counted for the purpose of determining their commencing paypoint and calculation of their salary

increment, provided that the employee's previous employment was terminated other than by way of disciplinary action.

- (a) When appointing a paramedic, it has been determined that recognition of previous experience outside of government be granted in whole months for salary purposes, provided that such experience is relevant and of a standard equivalent to or higher than that gained in a jurisdictional ambulance service.
- (b) External appointees to the paramedic workforce may have all outside experience recognised, provided:
 - (i) the experience is accepted to be equivalent or higher to the proposed level
 - (ii) the appointment does not disadvantage existing employees with equivalent experience.
- (c) Relevant experience and the above disadvantage test may be used to determine the commencing salary rate of an employee. Labour market forces, including the inception of market rates or attraction rates, are not to be used as they are inconsistent with current government policy.

1.2.3 Progression is to occur having regard to the acquisition and utilisation of skills and knowledge through experience over the following periods:

- (a) full-time and part-time employees -12 months' service (annual increment);
- (b) casual employees - 1200 hours and 12 months' continuous service with the same employer.

1.2.4 For the purpose of this provision, continuous service for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

1.2.5 Employees with international paramedicine experience are to have it assessed on a case-by-case basis to determine if the experience is 'relevant or higher' by the appropriate delegate.

- (a) Should the employer decide not to recognise an employee's international experience the employee should be provided written reasons for the decision.

1.3 Superannuation

1.3.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.

1.3.2 Where an employee has not chosen a fund in accordance with clause 1.3.1 above, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to the Government Division of the Australian Retirement Trust (known as QSuper).

1.3.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office. The employer must implement the employee's

choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.

1.3.4 The employer must contribute to a superannuation fund for an employee the greater of:

- (a) The charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act), of the "ordinary time earnings" of the employee as defined in the SGAA Act; and
- (b) the rate prescribed by regulation under section 23 of the *Superannuation (State Public Sector) Act 1990* (Qld).

1.4 Salary Sacrifice

- 1.4.1** An employee may elect to sacrifice 50% of salary payable under this HED, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 1.4.2** Despite clause 1.4.1, employees may sacrifice up to 100% of their salary for superannuation.
- 1.4.3** The individual salary sacrificing arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 1.4.4** For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under clause 1.1 of this HED, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 1.4.5** Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with Office of Industrial Relations Circular 02/24 (Arrangements for Salary Packaging from 21 June 2024) and any other relevant Office of Industrial Relations Circulars issued from time to time:
- (i) permanent full time and part time employees;
 - (ii) temporary full time and part time employees; and
 - (iii) long-term casual employees as determined by the *Industrial Relations Act 2016* (Qld).
- 1.4.6** Fringe Benefits Tax (FBT) Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital or predominantly involved in connection with public ambulance services.

- 1.4.7** Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 1.4.8** Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.

2. Types of employment

2.1 Employees covered by this HED are to be advised in writing of their employment category upon engagement. Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) casual; and
- (d) fixed-term temporary.

2.2 Full-time employment

A full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

2.3 Permanent employment

2.3.1 In accordance with the employer's commitment to job security, permanent employment is the default basis of employment for all employees.

2.3.2 While permanent employment is the preferred form of engagement, an employee may be engaged for a fixed term to perform work of a type ordinarily performed by a permanent employee, if permanent employment is not viable or appropriate, having regard to human resource planning carried out by the employer.

2.3.3 Without limiting clause 2.3.2 above, fixed term temporary employment may be appropriate if employment is for any of the following purposes:

- (a) To fill a temporary vacancy arising because a person is absent for a known period;
- (b) To perform work for a particular project or purpose that has a known end date;
- (c) To fill a position for which funding is unlikely or unknown;
- (d) To fill a short-term vacancy before a person is appointed permanently;
- (e) To perform work necessary to meet an unexpected short-term increase to workload.

- 2.3.4** Also without limiting clause 2.3.2 above, permanent employment may be viable and appropriate if a person is required to be employed for a purpose mentioned in clause 2.3.3 on a frequent or regular basis.
- 2.3.5** The employer supports the accepted industrial principle that temporary and casual paramedics have the right to raise concerns with the employer in relation to their employment status or any other work-related matters without fear of victimisation.

2.4 Part-time employment

- 2.4.1** A part-time employee is an employee, other than a casual employee, engaged as such to work regular hours fewer than 38 ordinary hours per week and who receives on a *pro rata* basis equivalent pay and conditions to those of a full-time employee of the same classification.
- 2.4.2** A part-time employee is entitled to a minimum payment of 4 hours per engagement with a maximum of 10 hours engagement on any one day, subject to clause 3.3 of this HED.
- 2.4.3** A part-time employee is to have their contracted hours of work specified in writing and such hours are to equate to the actual hours the part-time employee works. By mutual agreement a part-time employee may work additional hours on top of their contracted hours.
- 2.4.4** A part-time employee is entitled to public holiday penalty provisions as set out in clause 4.2 of this HED. Payment must only be made for hours actually worked, with the appropriate minimum payments applied where necessary.
- 2.4.5** A part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work or who is rostered off duty on that day, must be paid for the hours that would otherwise have been worked on that day.
- 2.4.6** The termination entitlements of a part-time employee are to take into account periods of both full-time and part-time employment in accordance with the relevant provisions of this HED based on the periods of respective service.

2.5 Casual employment

- 2.5.1** A casual employee means an employee engaged as such for not more than 38 hours ordinary hours per week, who is paid on an hourly basis.
- 2.5.2** To meet operational requirements of the hospital, a casual employee may work more than 38 hours in any week and the employee will be paid at the appropriate overtime rate for all time worked in excess of 38 hours.
- 2.5.3** Subject to clause 2.5.5, a casual employee is to be paid a loading of 25% of the ordinary hourly rate for the level of work the employee is engaged to perform with a minimum payment as for two hours' work in respect of each engagement.
- 2.5.4** The casual loading of 25% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other attributes of full-time or part-time

employment. The loading constitutes part of the casual employee's salary for the purposes of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.

2.5.5 The method of calculating overtime and penalty rate payments for casual employees are as follows:

- (a) weekend penalty - Saturday (ordinary rate + casual loading) x 1.5
- (b) weekend penalty - Sunday (ordinary rate + casual loading) x 2
- (c) public holidays - (ordinary rate + casual loading) x 2.5
- (d) afternoon shift - (ordinary rate + casual loading) + 12.5% of ordinary rate on hours that attract shift loading
- (e) night shift -
 - Monday - Friday nights (ordinary rate + casual loading) + 20% of ordinary rate on hours that attract shift loading
 - Sunday night (ordinary rate + casual loading) + 25% of ordinary rate on hours that attract shift loading (as outlined in clause 3.6.4(c))
- (f) overtime – Monday to Saturday non-shift worker (exclusive of public holidays)
 - (ordinary rate + casual loading) x 1.5 for first three hours
 - (ordinary rate + casual loading) x 2 after three hours
- (g) overtime – Sunday non-shift worker
 - (ordinary rate + casual loading) x 2
- (h) overtime – for rostered shift workers (exclusive of public holidays)
 - (ordinary rate + casual loading) x 2

2.6 Fixed-term temporary engagements

2.6.1 Each employer covered by this HED is committed to maximising permanent employment. A fixed-term temporary employee is an employee engaged to meet temporary circumstances existing within the Department or a Hospital and Health Service.

2.6.2 Fixed-term temporary employees are to be notified in writing prior to the commencement of employment of the starting and finishing dates of employment or, in lieu of a finishing date, notified of the specific circumstance/s or contingency relating to a specific task, project or reason, upon the occurrence of which the term of employment is to expire.

2.6.3 A fixed-term temporary employee will not be required to serve a probationary period.

2.6.4 Any period of employment of a fixed-term temporary employee will be counted as continuous service for the purpose of calculating entitlements in accordance with this HED.

2.7 Probationary employment

2.7.1 Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 6 months duration. If a period of probation of longer than 6 months is agreed, it must:

- (a) be agreed in writing; and
- (b) be a reasonable period having regard to the nature and circumstances of the employment.

2.7.2 The employer may terminate the employment of an employee who is on probation at any time during the probationary period.

2.7.3 Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's employment will be deemed to be confirmed.

2.8 Termination of employment

2.8.1 Notice of termination by the employer

Notice of termination by the employer is provided for in Division 13 of the Queensland Employment Standards within the *Industrial Relations Act 2016*.

2.8.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee, the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu. If an employee fails to give the required notice, the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

2.8.3 Notice cannot be offset

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

2.8.4 Job search entitlement

Where an employer has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

2.8.5 Outstanding ADO entitlement

Where an employee ceases employment and has accrued credits that have not been used under the ADO system, such credits must be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination

will be recovered from the employee. The shortfall will be recovered from any final monies payable to the employee.

2.8.6 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

2.8.7 Payment on termination

Where an employee's employment ends before the employee's annual leave has become due, the employee will receive a *pro rata* amount of annual leave on full pay.

2.9 Organisational change and restructuring

2.9.1 Organisational change and restructuring will be conducted in accordance with Queensland Health's Organisational Change Management Guideline.

3. Hours of work and related matters

3.1 Hours of work arrangement

3.1.1 The ordinary hours of duty of employees will be an average of 38 hours per week, but no greater than 80 in any one fortnight. The ordinary hours of duty of 38 hour per week employees are to be worked on one of the following bases:

- (a) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (b) 152 hours within a work cycle not exceeding 28 consecutive days.

3.1.2 (a) Subject to clause 3.3 of this HED, the ordinary hours of duty of employees will be an average of 38 hours per week, but no greater than 80 hours in any one fortnight, and may be worked according to a roster as follows:

- (i) 19 days (or shifts) of 8 hours' duration worked and one day (also of 8 hours) to be taken as an ADO (with pay) in any four weekly cycle; or
- (ii) In shifts as required, not exceeding 10 hours and not less than 4 hours in duration, with the hours worked in excess of an average of 38 per week over a four weekly cycle being credited towards an ADO; or
- (iii) Where circumstances exist in a hospital, facility, ward, or some discrete section of a hospital or facility that warrant a different method of working the 38 hour week other than that provided above, the employer, in consultation with the relevant Union and the employees directly affected, may agree to vary the methods of working the 38 hour week for that particular hospital, facility, ward or discrete section of a hospital or facility.

- (b) The ordinary working hours of work covered by this HED will be worked in shifts the length of which must be agreed between the employer and the Union in consultation with the affected employees.
- (c) ADOs may be accumulated up to a maximum of five days, or 12 days in exceptional circumstances, and taken at a mutually acceptable time.
- (d) ADOs will be arranged so that they do not occur on a public holiday. An ADO will be taken on another day as agreed by the employee and employer within the same four weekly cycle where possible.
- (e) Notwithstanding that an employee may not be required to work on a public holiday it will still be regarded as a day worked for the purposes of the accrual of an ADO.

3.2 Consultation when employer seeks to introduce alternative shift lengths into roster

- 3.2.1** Where the employer seeks to introduce shift lengths not currently used in a service/unit or a new shift pattern, the employer shall notify the employees who may be affected by the proposed change and their Union.
- 3.2.2** The employer shall consult with affected employees and their Union about the proposed change and should provide relevant written information. Relevant information includes:
- (a) a draft roster;
 - (b) the reason/s for the proposed change (e.g. enhanced service delivery; to reduce excessive
 - (c) overtime, on call, recall or fatigue payments; to improve efficiency and effectiveness to address workloads);
 - (d) a proposed timetable for implementation of the change; and
 - (e) a list of affected employees.
- 3.2.3** Affected employees should be provided adequate time to understand, analyse, seek appropriate advice from their Union and respond to the proposal. Three weeks is considered a reasonable timeframe for employees to consider the proposed change and to provide any feedback.
- 3.2.4** The employer must genuinely consider responses from affected employees, including consideration of family/carer responsibilities, and the employer will respond to such feedback.
- (a) Where the employer amends the proposed roster based on employee feedback, a further opportunity will be provided to affected employees and their Union to consider the amended proposal.
- 3.2.5** The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.

3.2.6 Following genuine consideration of any additional feedback from affected employees, the employer will propose a final version of the roster, including a reasonable timeframe for implementation. The parties may agree to trial the shift length proposal and/or agree to monitor and evaluate the effectiveness and impact of the change to shift length.

3.2.7 Implementation of the new roster should not be prolonged beyond a period of 8 weeks after the new roster is confirmed and consultation has been finalised.

3.2.8 Where genuine consultation has occurred and can be demonstrated, agreement to the roster change must not be unreasonably withheld.

3.3 Twelve-hour shift arrangements

3.3.1 Where an employer identifies a need to extend the shifts of ordinary hours of employees to support new models of care and/or changing health needs, it is to consult with the Union and the employees concerned. Introduction of 12-hour shifts will be implemented after agreement with the Union and a majority of the employees affected.

3.3.2 Prior to the commencement of a 12-hour shift arrangement, the parties are to establish a method for evaluation of the workability and effectiveness of the proposed shift arrangement. Such evaluation is to include, but is not to be limited to, consideration of the following factors:

- (a) patient outcomes;
- (b) health and safety;
- (c) adverse incidents;
- (d) staff satisfaction;
- (e) financial implications;
- (f) sick leave;
- (g) childcare implications;
- (h) effects on family and social life;
- (i) effects on work performance;
- (j) effects/impacts upon other clinical units;
- (k) professional development;
- (l) communication;
- (m) effects on management - recruitment and retention; and
- (n) impact on other work units.

3.3.3 Employees working 12-hour shift arrangements will have the following conditions apply:

- (a) Participation in the 12-hour shift arrangements will be on a voluntary basis provided that an employee who does not wish to participate will be redeployed at the same

classification level only if no reasonably practicable alternative to working the 12-hour shift is available and acceptable to the employee;

- (b) The maximum continuous ordinary hours to be worked in such circumstances will be 12 hours in any one day;
- (c) An employee who works a shift of 12 ordinary hours is entitled to one paid meal break and one unpaid meal break, each of 30 minutes duration. The first meal break is to occur between the fourth and sixth hours of duty and the second meal break is to occur during the ninth or tenth hours from the commencement of duty;
- (d) Employees will be entitled to two 10 minute rest pauses in the first and second half of an ordinary 12-hour shift, to be taken at a time to suit the convenience of the employer;
- (e) For occupational health and safety reasons an employee should not perform overtime immediately before or following a 12-hour shift of ordinary hours;
- (f) Each employee will be allowed in each fortnight either:
 - (i) two blocks of three consecutive days off in each week; or
 - (ii) two consecutive days off in one week and four consecutive days off in the other week; or
 - (iii) where mutually agreed, three blocks of two consecutive days off.
- (g) An employee may work a maximum span of four 12-hour shifts where those shifts are a combination of:
 - (i) two day and two night shifts; or
 - (ii) one day and three night shifts; or
 - (iii) three days and one night.
- (h) Where an employee works a combination of 8 and 12 hour shifts a maximum of five shifts in a row may be worked. This will include a minimum of two 8-hour shifts;
- (i) An employee who completes a 12-hour shift will be allowed a break of 10 hours between the termination of the 12 hour shift and the commencement of another shift; and
- (j) A part-time employee may be rostered up to 12 ordinary hours on any one day.

3.3.4 The annual leave entitlements of an employee working 12-hour shift arrangements is recorded in clauses 4.1 and 4.1.2 of this HED.

3.4 Rostering

3.4.1 No employee will be rostered to perform ordinary duty for more than 10 consecutive days or shifts unless mutually agreed otherwise.

3.4.2 Each employee will be allowed two whole consecutive rostered days off in each week which are not to include accrued days off.

- 3.4.3** In lieu of two whole consecutive rostered days off in each week an employee may be allowed in each fortnightly period:
- (a) one day off in one week and three consecutive days off in the other week; or
 - (b) four consecutive days off at any point in the fortnight.
- 3.4.4** Two consecutive days off, one at the end of one week and one at the beginning of the following week, may be counted as meeting the requirements of clause 3.4.3 above.
- 3.4.5** Rosters setting out the employee's rostered days of duty and starting and finishing times on each day must be displayed in a place conveniently accessible to employees at least seven days before the commencement of each four weekly work cycle.
- 3.4.6** Notwithstanding the provisions of the above clause a roster for accrued days off must be posted at least four weeks before the commencement of a four weekly work cycle.

3.5 Rest breaks between rostered shifts

- 3.5.1** Subject to clause 3.5.2, an employee is to be allowed a rest break of not less than 10 hours between the termination of a shift of ordinary hours and the commencement of another shift of ordinary hours.
- 3.5.2** By agreement in writing between the employee and the employer, the break between shifts may be reduced to eight hours by completing and submitting the Paramedic, Remote Hospitals eight (8) hour break agreement form.
- 3.5.3** Where the required break of 10 hours (or 8 hours by agreement in writing) has not occurred, the employee will be paid double rates until released from duty for 8 or 10 hours, as the case may be.
- 3.5.4** The provisions of clause 3.5 will apply in the case of a shift worker as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
 - (b) where shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (c) where shift is worked by arrangement between employees themselves.
- 3.5.5** For the purpose of this section double rates means single time in addition to the prescribed rate payable depending upon when the work is performed.

3.6 Shift work and weekend work

3.6.1 Afternoon shifts

An employee working an afternoon shift is to be paid an allowance of 12.5% for all ordinary hours worked, except for work performed on a Saturday, a Sunday or a public holiday, which is to be paid in accordance with clauses 3.6.5 and 4.2 of this HED.

3.6.2 Night shifts

An employee working night shift is to be paid an allowance of 20% for all ordinary hours worked, except for work performed on a Saturday, a Sunday or a public holiday, which is to be paid in accordance with clauses 3.6.5 and 4.2 of this HED.

3.6.3 Limitation on night duty

Any employee may, by written agreement with the employer, be employed permanently on night duty. Night duty must be limited to a period not exceeding 3 months at any one time, and any employee who has performed night duty continuously for a period of 3 months must not be again employed on night duty during the 6 months following such period.

3.6.4 Night shift and public holiday work

- (a) An employee working night shift before and during a public holiday is to be paid as follows:

Shift	Allowance
Night shift before a public holiday until midnight	Shift penalty applicable for that day
Night shift before a public holiday after midnight	Public holiday penalty rates
Night shift on public holiday until midnight	Public holiday penalty rates
Night shift on a public holiday after midnight	Shift penalty applicable for that day

- (b) The night shift allowance payable for all employees on a Sunday night shift is 25%.
- (c) The Sunday penalty rate will apply up to 0000 (midnight) and the Sunday night shift penalty of 25% will apply after midnight on a Sunday night shift.

3.6.5 Weekend work

Afternoon and night shift allowances do not apply to shift work performed on a Saturday or on a Sunday, where the employee is in receipt of extra payments as prescribed in the table below or Saturday and Sunday penalty rates apply.

In respect of ordinary hours worked where the rostered starting and finishing times of a shift occur before and after midnight on a Friday, Saturday or Sunday night, the penalty rates to be paid are as follows:

Shift	Allowance
Friday night shift until midnight	Night shift allowance
Friday night shift after midnight	Saturday penalty rates
Saturday night shift until midnight	Saturday penalty rates
Saturday night shift after midnight	Sunday penalty rates
Sunday night shift until midnight	Sunday penalty rates
Sunday night shift after midnight	Night shift allowance

3.6.6 Saturday penalty rate

All time worked by an employee up to and including 10 hours in any rostered shift of ordinary hours between 0000 and 2400 on a Saturday is to be paid at the rate of time and one-half.

3.6.7 Sunday penalty rate

All time worked by an employee between 0000 and 2400 on a Sunday is to be paid at the rate of double time.

3.6.8 Where more than 10 ordinary hours are worked in any one shift on a weekend double time must be paid for all time in excess of 10 hours.

3.6.9 The penalty paid for casual work on Sundays is inclusive of the casual loading paid to such an employee.

3.7 Meal breaks

3.7.1 All employees covered by this HED are entitled to an unpaid meal break of a minimum of 30 minutes duration between the fourth and sixth hours of duty.

3.7.2 Meal breaks must be taken at the allocated time unless there are exceptional circumstances, such as unexpected clinical or emergent needs or emergency codes.

3.7.3 Where a meal break is unable to be taken between the fourth and sixth hours inclusive but is provided later in the shift, a penalty payment as for 30 minutes at ordinary time is payable.

3.7.4 If the meal break is not taken between the fourth and sixth hour, and it is unable to be rescheduled for the remainder of the shift, the employee will be paid as for 30 minutes at the appropriate overtime rate.

3.7.5 Provided that the majority of employees working on a shift in a work unit may agree to take their meal break prior to the fourth hour of the shift where this is preferred because of operational circumstances.

3.7.6 An employee who is directed to remain on the premises during their meal break but is not able to take a meal break, will receive a paid 30-minute meal break.

3.8 Rest pauses

3.7.7 Employees will be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses are to be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

3.7.8 The employer may determine that the rest pauses may be combined into one 20-minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

3.9 Overtime

- 3.8.1** All authorised overtime worked in excess of an employee's rostered ordinary hours of work Monday to Saturday, inclusive, is to be paid at the rate of time and one-half for the first three hours and double time thereafter.
- 3.8.2** All authorised overtime worked by a shift worker, in excess of their rostered ordinary hours of work from Monday to Saturday, inclusive, is to be paid at the rate of double time.
- 3.8.3** All authorised overtime worked on a Sunday is to be paid at the rate of double time.
- 3.8.4** All authorised overtime worked on a public holiday is to be paid at the rate of double time and one-half.

3.9.4 Overtime meal allowance

- (a) An employee who is required to work overtime for more than one hour after their ordinary rostered ceasing time shall be paid an allowance of \$17.35 where the usual meal time occurs during that overtime.
- (b) Overtime meal allowances are not payable if a meal of reasonable quality and quantity is provided by the employer.

3.10 Time off in lieu

- 3.10.1** Subject to mutual agreement between an employee and their employer, an employee who performs overtime work may be granted time off in lieu of monetary compensation for such overtime at a mutually convenient time on a time for time basis.
- 3.10.2** Accrual of such time off will be to a maximum of 24 hours. Any time accrued in excess of 24 hours is to be paid at the appropriate overtime rate.

3.11 On call and recall

3.11.1 On call

- (a) An employee who is rostered to be on call at their private residence, within the hospital precincts, or at any other mutually agreed place, will receive an additional amount as prescribed in the table below:

Description	As from 1/04/2026	As from 1/04/2027
Saturday, Sunday, public holidays, rostered days off and accrued day off – per on call period between shifts or part thereof	\$59.76	\$61.25
Monday to Friday - per on call period between shifts or part thereof	\$32.68	\$33.50

- (b) An employee rostered to be on call for a period spanning two days over which two different on call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

- (c) An employee rostered to be on call is required to remain at their private residence, or any other mutually agreed place, as will enable the employer to readily contact them by telephone or other electronic device during the hours for which they have been placed on call.
- (d) An employee who is rostered to be on call and required to remain within the hospital precincts will be provided with board and lodging free of charge.

3.11.2 Physical recall

- (a) An employee who is rostered to be on call and who is recalled to work and is required to return to the employer's premises or to attend a patient for any purpose will be paid at the appropriate overtime rate for time worked and will receive a minimum payment as for three hours' work commencing from the time the employee starts work.
- (b) However, the employee will not be required to work for the minimum payment period in clause 3.11.2 (a) above, if the work for which the employee was recalled to perform, and any other further work for which the employee otherwise would have been recalled, is completed in less time.
- (c) An employee who is rostered to be on call and who is recalled to work will be provided with transport to and from their home to the hospital/facility or will be refunded the cost of such transport.
- (d) 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.
- (e) The entitlement to receive the minimum payment arises when an employee receives the instruction that they are recalled to work. Accordingly, when the employee is recalled and is subsequently not required to commence work the employee is entitled to the minimum payment in clause 3.11.2(a) above.

3.11.3 Telephone/remote recall

- (a) An employee rostered on call and who is recalled to perform work via a telephone or electronic means without the need to leave their private residence and/or to return to the employer's facilities or to attend a patient for any purpose will receive a minimum payment as for one hour's work for each call at the appropriate overtime rate commencing from the time the employee starts work.
- (b) 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.

- (c) Where an employee is due to commence rostered ordinary hours within four hours of the completion of the last telephone recall, and the cumulative recall worked in the eight hours immediately preceding rostered duty meets the following criteria:
 - (i) has exceeded two hours work (rather than time paid); or
 - (ii) comprise three or more recalls over a period of four hours or more, the employer will not require the employee to resume or to continue to work without having had 10 consecutive hours off duty without loss of pay for rostered ordinary hours.
- (d) Every effort should be made to fill an employee's position when they are on fatigue leave as a result of this provision.
- (e) Where an employee has performed telephone recall prior to a rostered ordinary hours shift, which does not meet the criteria at clause 3.11.3(c) but the employee identifies they are fatigued, they should advise their line manager or supervisor. The employee can provide such advice by telephone. The line manager or supervisor must work with the employee to implement strategies to mitigate the risk of the employee working fatigued.
- (f) Where possible, to mitigate fatigue, on call should not be allocated between a late and an early shift.

3.11.4 Physical recall to duty (other than from on call)

- (a) An employee who is not rostered to be on call and who is recalled to work will be paid a minimum of three hours at the appropriate overtime rate. The time spent travelling to and from the place of duty will be counted as time worked.
- (b) An employee recalled to work:
 - (i) will be provided with transport to and from their home or will be refunded the cost of such transport; and
 - (ii) will not be obliged to work for three hours if the work for which the employee was recalled, and any other further work for which the employee otherwise would have been recalled, is completed in less than three hours.
- (c) Where an employee is recalled within three hours of commencing normal duty and the employee remains at work:
 - (i) the employee will not be obliged to work for three hours if the work for which the employee was recalled, and any other further work for which the employee otherwise would have been recalled, is completed in less than three hours.
 - (ii) only time spent in travelling to work will be included with the period of actual duty for the purpose of calculating overtime payment; and
 - (iii) the employee will be provided with transport from their home to the hospital/facility or will be refunded the cost of such transport.

3.11.5 Rest breaks after overtime and physical recall

(a) Overtime

- (i) An employee who works so much overtime between the termination of work, including overtime, on one day and the commencement of the next shift of ordinary work, so that at least ten consecutive hours off duty has not elapsed between those times, is to be released from duty until ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during such absence.
- (ii) If, on the instruction of the employer, an employee resumes or continues work without having had ten consecutive hours off duty, the employee is to be paid double rates until released from duty and is then entitled to be absent until ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during that absence.

(b) Physical recall

- (i) An employee rostered on call and recalled to work, in accordance with this clause, must be released from duty at the end of the last period of recall during the on call period for a break of 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ii) Where an employee's first recall to work during the on call period is up to three hours prior to the commencement of an ordinary shift, and the employee has already had a ten hour break prior to this period of recall and since finishing their last period of work, the employee is not required to be released from duty for 10 consecutive hours in accordance with clause 3.11.5(b)(i) above where the employee:
 - (A) is requested to remain and commence their ordinary shift; and
 - (B) is paid the minimum payment in clause 3.11.2(a) for the period of recall, the employee will complete the ordinary rostered shift at ordinary rates.
- (iii) An employee entitled to on call or recall allowances under this HED will not be entitled to the additional payment of double rates prescribed in clause 3.11.5(a)(ii) if they are recalled for a total of less than two hours during an on-call period. However, in accordance with clause 3.11.5(a)(ii), the employee remains entitled to be absent for 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

3.12 Fatigue managements

3.12.1 To assist in fatigue management on night shift, during allocated breaks, paramedics may sleep in an appropriately safe setting, similar to other professions, where practicable. Such facilities must be in close vicinity of the clinical unit to ensure access to employees in the

case of an emergency whereby minimum safe staffing models are used such as in a rural setting.

- 3.11.4** Unless requested by an employee, annual leave and long service leave will not be rostered to commence on the day on which night shift finishes.

3.13 Governance and reporting arrangements

- 3.13.1** The practice activities for these roles will be outlined in the role description and associated scope of clinical practice as endorsed by the Chief Medical Officer.

- 3.13.2** Paramedic, Remote Hospitals roles will operationally report to the Director of Nursing (or other nursing lead at the discretion of the HHS) and professionally report to a medical officer.

4. Employment conditions

4.1 Annual leave

- 4.1.1** All full-time employees covered by this HED are entitled to 190 hours/ 5 weeks annual leave on full pay after 12 months continuous service (includes 38 hours in lieu of extra payment for work done on the public holidays listed at clause 4.2.7 of this HED. Part time employees will receive annual leave at pro-rata rate.

- 4.1.2** In addition to the minimum amount of annual leave prescribed in clause 4.1.1, employees working in the workplaces/facilities in the table below are entitled to an additional 38 hours/1 week of annual leave:

Reasons	Relevant employees	Eligibility requirement
(i) Continuous shift worker	Employees excluding 12 hours shift arrangements	Where a roster provides 3 shifts per day over a period of 7 days per week and an employee works all 3 shifts, allocated in rotation, and has worked at least 20 rostered night shifts each year.
	Employees on 12 hours shift arrangements	Where a roster provides 2 x 12 hour shifts per day over a period of 7 days per week and an employee works shifts allocated in rotation.

- 4.1.3** All annual leave accumulates from year to year

- (a) By mutual agreement between the employer and employee, an employee may accumulate annual leave for a period not exceeding two years.

- 4.1.4** Annual leave at half pay

- (a) Subject to service delivery requirements and financial considerations, the employer may approve an application by an employee to take annual leave at half pay for double the period of time.

4.1.5 Calculation of annual leave pay – annual leave loading

- (a) During a period of annual leave, each employee is to be paid their ordinary pay for the period of annual leave taken as well as the greater of the additional amount specified below:

Type of employee	Additional amount		
	Projected roster	or	Loading
(i) Non-continuous shift worker	The weekend, shift and public holiday penalties the employee would have received had they not been on leave during the relevant period	or	17.5% of the employee's ordinary rate of pay on a maximum of 152 hours annual leave per year
(ii) Continuous shift worker	N/A		27.5% of the employee's ordinary rate of pay on a maximum of 190 hours annual leave per year
(iii) Day worker	N/A		17.5% of the employee's ordinary rate of pay on a maximum of 152 hours annual leave per year

4.1.6 Compulsory Christmas/new year closure

- (a) All employees will have their annual leave entitlement debited by the number of working days between Christmas and New Year's Day, inclusive, when there is a compulsory closure of their usual place of work during the Christmas/New Year period.
- (b) An employee receiving an additional period of annual leave in accordance with clause 4.1.2(i) will not be required to participate in a compulsory closure over the Christmas/New Year period.

4.2 Public holidays

- 4.2.1** An employee who performs work on a public holiday as part of ordinary rostered hours shall be paid as prescribed in the table below, for all hours worked, with a minimum payment as for 4 hours' work:

Relevant employees	Labour Day	Easter Saturday Easter Sunday	25 December	All other public holidays
(i) employees in receipt of 5 weeks' annual leave	Full day's wage at 100% and one and one-half times (150%) the ordinary rate of pay	Double and one-half times (250%) the ordinary rate of pay	Double and one and half times (250%) the ordinary rate of pay where 25 December falls on Monday to Saturday.	One and one-half times (150%) the ordinary rate of pay

Relevant employees	Labour Day	Easter Saturday Easter Sunday	25 December	All other public holidays
			Where 25 December falls on a Sunday: triple times (300%) the ordinary rate of pay	
(ii) casuals	Ordinary rate plus casual loading times (250%)	Ordinary rate plus casual loading times (250%)	Ordinary rate plus casual loading times (250%)	Ordinary rate plus casual loading times (250%)

4.2.2 Where an employee who does not work on a public holiday shall be paid as prescribed in the table below:

Relevant employees	Labour Day	Easter Saturday Easter Sunday 25 December	All other public holidays
(i) employees in receipt of 5 weeks' annual leave	A full day's wage at the ordinary rate (100%)	A full day's wage at the ordinary rate (100%) where the employee would ordinarily be required to work on that day i.e. rostered to work and stood down; or whether the employee is on a rostered day off	A full day's wage at the ordinary rate (100%) where the employee would ordinarily be required to work i.e. rostered to work and stood down

4.2.3 Any period of annual leave is exclusive of all public holidays for all employees covered by this HED. This means that an employee cannot have their annual leave debited on a public holiday.

4.2.4 For employees at clause 4.2.1, there is no entitlement to an additional day's wage for employees who do not work on Saturday or Sunday with respect to Easter Saturday and Easter Sunday, or 25 December where it falls on a Saturday or Sunday.

4.2.5 There may be services that operate with reduced staffing on public holidays. If there is a requirement for some employees to work on public holidays, services should plan ahead so employees know in advance of the public holiday if they will be required to work. This should be established well in advance of the public holiday, based on the preferences of employees and ensuring employees are treated equitably in the number of public holidays they will be required to work over a year.

4.2.6 Where employees are stood down and therefore not required to work their rostered shift on a public holiday they must be provided at least 24 hours' notice before the commencement of the shift they would have otherwise worked. If 24 hours' notice is not provided the

employee will be paid the penalty rates they would have been entitled to had they worked the rostered shift.

4.2.7 For the purpose of this section, **all other public holidays** include:

- (a) New Year's Day (1 January)
- (b) 26 January
- (c) Good Friday
- (d) Easter Monday
- (e) 25 April (ANZAC Day)
- (f) the Birthday of the Sovereign
- (g) Show day
- (h) Boxing Day (26 December)
- (i) any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday.

4.2.8 Christmas Eve (24 December)

- (a) A public holiday is to be observed for the part of the day on 24 December (Christmas Eve) from 1800 to 0000.
- (b) All work performed between 1800 and 0000 on 24 December (Christmas Eve) shall be paid at the rate of double and one half times (250%).
- (c) An employee who would ordinarily be required to work between 1800 and 0000 on 24 December (Christmas Eve), but who does not work, will be paid for the hours they would have worked between 1800 and 0000 at the ordinary rate (100%).

4.3 Right to disconnect

- 4.3.1** The employer acknowledges the importance of respecting employee's periods of leave and rest days.
- 4.3.2** An employee may "opt out" of receiving communication from the employer outside of their rostered working hours i.e. request not to be contacted if additional shifts are available/are required to be filled.
- 4.3.3** Where an employee opts out of being contacted outside of their rostered working hours, the employee must not be contacted other than in emergency situations or genuine welfare matters.
- 4.3.4** Discussions should occur at the local level between employees and their line managers in relation to the local implementation of the right to disconnect clause and agreements to "opt out".
- 4.3.5** Subject to the above, employees are not required to read or respond to emails or phone calls outside of their effective working hours.

4.4 Reasonable overtime

4.4.1 An employer can request an employee works reasonable overtime.

4.4.2 An employee can refuse overtime if the request is unreasonable.

4.4.3 In deciding whether additional hours are reasonable, the matters that must be taken into account include:

- (a) any risk to the employee's health and safety from working the additional hours;
- (b) the employee's personal circumstances including family responsibilities;
- (c) the needs of the workplace in which the employee is employed; and
- (d) professional obligations to manage fatigue using a risk management framework.

5. Allowances

5.1 Accelerated pay point advancement and qualifications allowance

5.1.1 The following provisions apply to an employee, including a part-time employee who holds a qualification recognised by the employer as relevant to the employee's current position which is in addition to the qualification required for registration as a registered paramedic with the Australian Health Practitioners Regulation Agency (AHPRA).

5.1.2 Employees must make application for accelerated pay point advancement or the qualifications allowance in accordance with the Continuing Education Accelerated Advancement Entitlement Application for Recognition of Qualifications – Paramedics form. This application must be completed even where an employee has provided a qualification as part of a recruitment process.

5.1.3 A qualification (level 1) is a:

- (a) graduate certificate, graduate diploma, or qualification of equivalent value; or
- (b) second bachelor degree; or
- (c) dual degree (two bachelor degrees completed concurrently).

5.1.4 For the purpose of dual qualifications, one of the qualifications which forms part of the dual degree must be in addition to the qualification required for registration as a registered paramedic with AHPRA and be recognised by the employer as relevant to the employee's current position.

5.1.5 An advanced qualification (level 2) is a masters degree or PhD.

5.1.6 Accelerated pay point advancement or the payment of the qualifications (level 1) or advanced qualifications (level 2) allowance will apply from:

- (a) the date an employee commences in the position, or
- (b) the date the qualification is obtained, whichever is the later.

5.1.7 The commencement date will be dependent on:

- (a) the employer accepting that the qualification is relevant to the employee's position; and
- (b) the employee making an application to receive the entitlement and providing evidence of the qualification, within three months of either commencing in the position or receiving the qualification.

5.1.8 Where an employee does not make an application within three months of commencing in a position or obtaining a qualification, the date of the commencement of this entitlement will be the date the application is submitted to their line manager.

5.1.9 An employee may raise a grievance in relation to decisions made under this provision in accordance with the dispute resolution procedure at clause 10 of this HED.

5.1.10 Accelerated pay point advancement

- (a) An employee who obtains a qualification (level 1) or advanced qualification (level 2), and who is not at the maximum pay point, will be advanced by one pay point from a date in accordance with clauses 5.1.6 to 5.1.8 above, but will retain their existing increment date.

5.1.11 Qualification (level 1) and advanced qualification (level 2) allowance

- (a) The qualification (level 1) allowance is calculated on the basis of 3.5% of the wage rate of a Paramedic, Remote Hospitals, pay point 7.
- (b) The advanced qualification (level 2) allowance is calculated on the basis of 5.5% of the wage rate of a Paramedic, Remote Hospitals, pay point 7.
- (c) The qualification (level 1) allowance and advanced qualification (level 2) allowance is payable for all purposes of this HED.

5.1.12 The qualification (level 1) allowance and advanced qualification (level 2) allowance is payable as follows:

(a) Employees at the maximum pay point:

- (i) An employee who qualifies for an allowance in accordance with clause 5.1.1 and who is at the maximum pay point is entitled to receive the relevant allowance from the date in accordance with clauses 5.1.6 to 5.1.8 above.
- (ii) There is no requirement for such employee to be at the top pay point for 12 months before receiving the allowance.

(b) Employees at the second last pay point:

Where an employee is on the second last pay point at the time of receiving the accelerated advancement in pay point, in accordance with clause 5.1.6 to 5.1.8 above, which would place them on the maximum pay point, the relevant allowance is payable from their next increment date and not upon completion of 12 months service at the maximum pay point.

(c) Employees not at the second last or maximum payment:

An employee who qualifies for an allowance under clause 5.1.1 and who is not at the second last or the maximum pay point is entitled to the relevant allowance upon the completion of 12 months at the maximum pay point.

5.1.14 Qualification allowance where more than one qualification

- (a) An employee who has advanced a pay point under the above provisions is not eligible for any further advancement with respect to a qualification of equivalent value.
- (b) An employee who has advanced a pay point under the above provisions for a qualification (level 1) subsequently obtains an advanced qualification (level 2) is eligible for a further pay point advancement in respect to the advanced qualification (level 2).
- (c) An employee in receipt of a qualification (level 1) allowance who has served 12 months' service at the maximum pay point and has subsequently obtained an advanced qualification (level 2) forfeits the qualification (level 1) allowance of 3.5% and the advanced qualification allowance of 5.5% is then payable.
- (d) Only one allowance is to be paid at any one time.

5.1.15 Qualifications no longer relevant

When an employee's qualification is no longer recognised by the employer as relevant to the employee's current position, any allowance payable under the above provisions will cease from the date the employer formally advises the employee of such in writing.

5.2 Annual isolation bonus

5.2.1 An employee is entitled, on a *pro rata* basis, to an annual isolation bonus calculated on the basis of years of service in remote areas, as follows:

Period of service	Allowance (full-time)	Allowance (full-time)
	1 April 2026	1 April 2027
At the conclusion of one year of service	\$3,714	\$3,807
At the conclusion of two years of service	\$11,140	\$11,419
At the conclusion of three years of service and every subsequent year of service	\$7,426	\$7,612

5.2.2 The bonus is to be paid as a single annual payment at the completion of each 12 months' service and is not cumulative.

5.2.3 Service for the purposes of determining eligibility to the bonus will include all periods of paid leave.

5.2.4 Unpaid leave in excess of nine working days is not to be counted towards the 12 months' service for the purposes of this payment.

5.2.5 The bonus is a flat amount and is not payable for all purposes of this HED.

5.2.6 The bonus is not payable to casual or temporary employees engaged for less than 12 months.

5.3 Airfares

5.3.1 A full-time employee who is permanent, or is fixed term temporary with 12 months or more service, is entitled to two return airfares per annum from their work location to the nearest east coast provincial city to be taken in conjunction with leave. In addition, two return airfares per annum are to be provided for a spouse and dependant children of the employee (refer to definitions of spouse and dependant child).

5.3.2 A part-time employee who is permanent, or is fixed term temporary with 12 months or more service, is entitled to one return airfare per annum from their work location to the nearest east coast provincial city to be taken in conjunction with leave. In addition, one return airfare per annum is to be provided for a spouse and dependant children of the employee.

5.3.3 Airfares are non-accruing and can only be used during each year of entitlement. Airfares are provided to allow regular planned relief from isolation, and are in addition to travel for professional development, as provided in clause 6.1 of this HED. Rationalisation of professional and recreational activities is to be encouraged when possible.

5.3.4 When the employee does not have access to an airport with commercial services and where the employee is using their own vehicle, they will be entitled to the motor vehicle allowance prescribed in clause 5.11 of this HED for travel to the nearest airport with commercial services or east coast provincial city, whichever is closer.

5.3.5 Where a spouse is also a paramedic, nurse, midwife or Aboriginal and Torres Strait Islander Health Workforce stream employee employed by Queensland Health, there is to be no double up entitlement to airfares.

5.3.6 An employee who wishes to travel in conjunction with leave by means other than commercial flights may apply for a cash equivalent payment. A cash equivalent payment will be payable only if the employee or their spouse/dependant travels to/from the nearest east coast provincial city in conjunction with the employee's leave, unless otherwise approved by the Health Service Chief Executive, or delegate.

5.3.7 The amount of the cash equivalent payment will be determined by the relevant Hospital and Health Service. For each eligible person travelling, the amount will be no less than the average cost of return flights from the site to the nearest east coast provincial city in the preceding financial year.

5.3.8 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.

5.4 Transfer and appointment expenses

5.4.1 An employee is entitled to reasonable relocation and transfer expenses, including for the following purposes:

- (a) to convey the employee and the employee's family and effects to the centre to which the employee is transferred or appointed;
- (b) to obtain temporary board and lodging; and
- (c) to meet other items of expenditure related to taking up duty.

Note: Where a directive about travelling and relieving expenses or excess travel covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

5.4.2 An employee required to travel or transfer to take up an appointment away from their usual place of residence is allowed actual and reasonable travel expenses. If the employee uses a personal vehicle they are entitled to reimbursement of the motor vehicle allowance as prescribed in clause 5.11 of this HED.

5.5 Broken shift allowance

5.5.1 An employee engaged on a shift or shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purpose of meal breaks and rest pauses is to be paid a broken shift allowance of \$4.07 per shift for each shift so worked.

5.6 Divisional and District parities

5.6.1 Employees in the Divisions and Districts set out in the table below are to be paid the following additional amounts:

Division/District	Per week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	2.20
Mackay Division	0.90
Southern Division, Western District	1.05

5.6.2 Divisions:

(a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

(b) Mackay Division - That portion of the State within the following boundaries:
Commencing at the junction of the sea-coast with the 21st parallel of south latitude;

then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.

(c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

5.6.3 Districts:

(a) Northern Division:

- (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
- (ii) Western District - The remainder of the Northern Division.

(b) Southern Division:

- (i) Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.
- (ii) Western District - The remainder of the Southern Division.

5.7 Laundry allowance

5.7.1 The employer will launder the employee's uniforms or an allowance of \$5.70 per fortnight from 1 April 2026 and \$5.84 per fortnight from 1 April 2027 shall be paid.

5.8 Uniforms

5.8.1 The employer will supply free of charge, and replace on a fair wear and tear basis, an adequate number of uniforms appropriate to each employee's occupation that meet workplace health and safety standards.

5.8.2 The employer will ensure that the supply of uniforms will provide flexibility in the range of items supplied. Employees will be provided with a choice of different shirt styles and lower garments including, but not limited to: shirts, polos, shorts, culottes, trousers, pants, skirts and dresses.

5.8.3 The style of the uniforms will be determined by the employer, distinct to a paramedic professional workforce, after consultation with the Union.

5.8.4 Where a uniform is not provided the employer will pay an allowance at the rate of \$273.00 per annum (\$10.45 per fortnight). The allowance is calculated at the cost, from time to time, for an employee to purchase five each of the most expensive uniform upper and lower garments from a supplier approved by the employer.

5.8.5 The allowances will be paid each fortnight and will also be payable during periods of absence on sick, annual or other paid leave.

5.9 X-ray and radium allowance

5.9.1 An employee who wears a lead apron where a lead apron is required to be worn, or who is required to use or assist in using X-ray apparatus or radium is entitled to the allowance of \$28.85 from 1 April 2026, and \$29.57 from 1 April 2027, for each fortnight when they are required to perform such duties.

5.10 Board, lodging and provision of meals

5.10.1 Where board and lodging is supplied to an employee residing in employer accommodation, the employer is entitled to deduct \$76.40 per week from the employee's wages:

5.10.2 Where an employee is provided with accommodation only by the employer, the employer is entitled to deduct \$28.05 per week from the employee's wages.

5.11 Motor vehicle allowance

5.11.1 Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:

- (a) motor vehicle - \$0.99 per kilometre; and
- (b) motorcycle - \$0.41 per kilometre.

5.11.2 An employer may require an employee to record full details of all official travel requirements in a log book.

5.12 Professional development allowance

5.12.1 Permanent employees, or fixed term temporary employee with greater than 12 months' continuous service, who work 16 hours or more a fortnight are entitled to travel as required, and enrolment and conference costs for approved courses and conferences.

5.12.2 Part-time employees are entitled to the same provisions for professional development as full-time employees on a pro rata basis.

5.12.3 Without limiting this provision, if an employee does not receive a financial benefit under clause 5.12.1 equivalent to the rate of \$1,919 prior to the last pay period of September 2026 and \$3,886 prior to the last pay period of September 2027, the employer is to pay the difference between any amount received by the employee and the above annual rate.

5.12.4 This payment will be made in the last pay period of September each year. This will ensure the employee is not overall disadvantaged with respect to any professional development entitlement provided under this HED, and the professional development allowance available to other employees.

5.12.5 For the purpose of calculating the allowance, employees engaged after 30 September in any calendar year will receive a pro rata entitlement for the period from the date of engagement to the last pay period of the following September.

5.12.6 The allowance is paid out on termination from employment, including resignation and retirement, on a *pro-rata* basis.

6. Training and development

6.1 Professional development leave

6.1.1 A permanent employee, or fixed term temporary employee with 12 months or more service, working 16 hours or more per fortnight is entitled to a minimum of two weeks of paid leave per year to attend, and travel to and from, approved professional development activities relevant to paramedic practice including but not limited to:

- (a) study support;
- (b) short courses; and
- (c) professional association events.

6.1.2 A part-time employee is entitled to the same period of leave as a full-time employee. Leave will be paid on the basis of the employee's ordinary hours of work.

6.1.3 Professional development leave is to be taken at a time mutually agreed between the employee and the employer.

6.1.4 Professional development leave may be taken prior to the completion of each 12 months' service. Leave is credited on the anniversary of the date of commencement.

6.1.5 Leave does not accumulate from year to year and must be taken within each 12-month period.

6.1.6 In special circumstances, the Director-General, a Health Service Chief Executive, or their delegate, may allow accumulation up to a maximum of two years' entitlement.

6.1.7 Leave is not paid out on termination from employment, including resignation, retirement or transfer out of a MMM6 or MMM7 location.

6.1.8 Where possible, attendance at courses or seminars organised within the employer should be encouraged as these are generally recognised as being more cost effective than commercial events.

6.1.9 Continuity of service for professional development allowance and leave

For the purpose of eligibility for the professional development allowance, service is not broken so long as there is no period of more than three months between permanent or temporary engagements including where an employee is:

- (a) on a period of casual employment; or
- (b) is not employed by Queensland Health.

6.1.10 Continuous service is not broken in circumstances where an employee moves between streams or takes on a period of temporary employment within any stream.

6.1.11 Mandatory training

(a) Mandatory training means:

- i. compulsory training required to be delivered to all employees regardless of role or location. The training is mandated by relevant legislation, code of practice or regulation linked to legislation, Directives, Queensland Health Policies or Service Level Agreements; and
- ii. training deemed compulsory for specific groups of employees when relevant to their location, occupation, speciality requirements of their position or work unit or when based upon risk assessment processes.

(b) Mandatory training is to be completed by employees during ordinary rostered hours. Employees will not be required to undertake mandatory training in unpaid time.

7. Union related matters

7.1 Union encouragement

- (a) The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.
- (b) An application for Union membership and information on the relevant Union will be provided to all employees at the point of engagement.
- (c) Information on the relevant Union will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss Union membership with new employees.

7.2 Union delegates

- (a) The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

7.3 Industrial relations education leave

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the employer, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the employer, the relevant Union and the employee.
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and Australian Council of Trade Unions Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the Health Service/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their Union.

7.4 Right of entry

(a) Authorised industrial officer

- (i) An 'authorised industrial officer' is any Union official holding a current authority issued by the Industrial Registrar.
- (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

(b) Entry procedure

- (i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the *Industrial Relations Act 2016* as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and

(B) produces their authorisation, if required by the employer or the employer's representative.

(ii) Clause 7.1.3(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.

(iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

(iv) If the authorised industrial officer does not comply with a condition of clause 7.1.3(b)(i) the authorised industrial officer may be treated as a trespasser.

(c) Inspection of records

(i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the *Industrial Relations Act 2016*.

(ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:

(A) is ineligible to become a member of the authorised industrial officer's Union; or

(B) has made a written request to the employer that they do not want their record inspected.

(iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

(iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

(i) matters under the Act during working or non-working time; and

(ii) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

(e) Conduct

(i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.

(ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Right of entry, deals with comparable provisions contained within the Industrial Relations Act 2016. In order to ensure the currency of existing legal requirements, parties are advised to refer to Chapter 9, Part 1, Division 5 of the Industrial Relations Act 2016 as amended from time to time.

8. Indemnity

As employees of Queensland Health, the *Public Sector Act 2022* protection from civil liability provisions apply to Paramedics, Remote hospitals – refer to the [Queensland Government Indemnity Guideline](#).

9. Relevant Human Resources Policies and Directives

The following details relevant Queensland Health Human Resources (HR) Policies and relevant Directives (these may include new Directives as they are developed) that are applicable to Paramedics, Remote hospitals, noting that they may be amended from time to time.

Remuneration, leave and benefits

- Aggregate and concurrent employment HR Policy C47
- Annual/recreation leave HR Policy C51 and Recreation leave Directive 11/24
- Bereavement and compassionate leave HR Policy C11
- Carer's leave HR Policy C9
- Cashing out of annual leave HR Policy C74
- Compulsory Christmas/New Year closure HR Policy C32
- Continuing education accelerated advancement HR Policy C58
- Court attendance and jury service HR Policy and Court attendance and jury service Directive 14/24
- COVID-19 Special Pandemic leave in lieu of sick or carer's leave HR Policy C77
- Determining salary levels upon appointment HR Policy C59
- Early retirement, redundancy and retrenchment Directive 04/18
- Flexible work arrangement HR Policy C5
- Industrial relations education leave HR Policy C39
- Long Service leave HR Policy C38 and Long service leave Directive 10/24
- Overpayments and loans HR Policy C48
- Overtime HR Policy C60
- Parental leave HR Policy C26 and Paid Parental leave Directive 08/24
- Payment of Salary, wages and payroll deductions HR Policy C13
- Public and show holidays HR Policy C67
- Purchase leave HR Policy C21

- Recognition of previous service HR Policy C55 and Recognition of previous service Directive 12/18
- Reproductive health leave HR Directive 07/24
- Salary increments HR Policy C61
- Seminars and conference leave – within and outside of Australia HR Policy C50
- Sick leave HR Policy C64 and Sick leave Directive 09/24
- Special leave HR Policy C7 and Special leave Directive 12/24
- Special leave without pay to undertake work with relevant union HR Policy C40
- Special Pandemic leave: Support following COVID-19 diagnosis HR Policy C78
- Support for employees affected by domestic and family violence HR Policy C73 and Support for employees affected by domestic and family violence Directive 03/20

Resourcing

- Casual employment HR Policy B26
- Conversion of non-permanent employees to permanent status HR Policy B52 and Review of non-permanent employment Directive 02/23
- Employees requiring placement HR Policy B36 and Supporting employees affected by workplace change Directive 01/22
- Employment screening HR Policy B40 and Suitability for employment Directive 08/23
- Fixed term temporary employment HR Policy B25
- Permanent employment HR Policy B23
- Probation HR Policy B2
- Recruitment and selection HR Policy B1 and Recruitment and Selection Directive 07/23
- Relinquishment of role HR Policy B43
- Secondment HR Policy B42

Relocation, accommodation and travel

- Travelling and relieving and living expenses HR Policy D2 and Domestic Travelling and Relieving Expenses Directive 13/23, and Motor Vehicle Allowances Directive 20/16

Ethics and conduct

- Anti-discrimination, human rights and vilification HR Policy E2
- Conflicts of Interest HR Policy E17 and Declaration of interests – public sector employees excluding chief executives Directive 03/24
- Corrupt conduct complaints about the Director-General: s48A of the Crime and Corruption Act 2001 HR Policy E15
- Discipline HR Policy E10 and Discipline Directive 05/23

- Employees to notify supervisor if charged with or convicted of an indictable offence HR Policy E4
- Fitness for Duty: Alcohol and other drugs HR Policy E16
- Independent medical examinations of employees HR Policy E11 and Independent medical examinations Directive 04/24
- Individual employee grievances HR Policy E12 and Individual employee grievances Directive 11/20
- Preventing and responding to workplace sexual harassment and other unlawful sexual conduct HR Policy E5 and Preventing and responding to sexual harassment and related conduct at work Directive 02/25
- Requirements for reporting suspected corrupt conduct HR Policy E9
- Suspension of employees HR Policy E14 and Suspension Directive 06/23
- Workplace conduct and ethics HR Policy E1
- Workplace equity and harassment officers (WEHOs) HR Policy E8
- Workplace Harassment HR Policy E13

Learning, development and performance

- Absence management HR Policy G4
- Core mandatory training HR Policy G6
- Diversity and inclusion HR Policy G2
- Positive performance management HR Policy G9 and Positive performance management Directive 02/24
- Reasonable adjustment HR Policy G3
- Study and research assistance scheme (SARAS) HR Policy G10

Separation of employment

- Separation of employment HR Policy H1 and Employment Separation Procedures Directive 15/14

Other HR related policies

- Fatigue risk management HR Policy I1
- Health and, safety and wellbeing HR policy W1
- Public interest disclosure HR Policy I5

10. Prevention and Settlement of Disputes

10.1.1 In the event of any disagreement between the employee, the employer and/or the relevant union/s, as to the interpretation, application or implementation of this HED, the following procedures will apply:

(a) Stage 1

The matter is discussed between the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first

instance. The discussions will take place within 24 hours and the procedure should not extend beyond 7 days.

(b) Stage 2

If the matter is not resolved at Stage 1, it shall be referred by the Union representative and/or the employee/s to the appropriate management representative who shall arrange a conference for the parties to discuss the matter. This process should not extend beyond 7 days.

(c) Stage 3

If the matter cannot be resolved at Stage 2, either party may refer the matter to a Local Consultative Forum (LCF) or equivalent. Where the LCF forms a unanimous view on the resolution of the grievance, this is the position that must be accepted and implemented by the parties and will be given effect by the Health Service Chief Executive.

(d) Stage 4

If the matter remains unresolved at Stage 3, either party may refer the matter to the Chief Executive.

10.1.2 Where a bona fide safety issue is involved, the employer will ensure that:

- (a) the *status quo* prior to the existence of the grievance will continue while the grievance procedure is being followed, provided that maintenance of the *status quo* will not apply in an unsafe environment;
- (b) the employee will not work in an unsafe environment. Where appropriate the employee will accept reassignment to alternative suitable work environment in the meantime; and/or
- (c) the employer in conjunction with the local work health and safety committee will promptly ensure that the problem/s is/are resolved having regard to work health and safety standards.

10.1.3 Two or more grievances made by the same employee about related matters, or a grievance from more than one employee about related matters, may be dealt with as one grievance.

10.1.4 Without limiting an employee's right to pursue a grievance, no party will use the grievance procedure to prevent introduction of the outcomes of organisational change or restructuring or to limit matters agreed between the parties in accordance with this HED.

10.1.5 For the purposes of this clause *status quo* means whilst the grievance procedure is being followed, normal work will continue as it was prior to the grievance except in the case of a genuine safety issue.

10.2 Employee grievance procedures - other than HED matters

10.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

10.2.2 The following procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 2016*:

(a) Stage 1

In the first instance, the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.

(b) Stage 2

If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

(c) Stage 3

If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the Health Service Chief Executive if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant Union.

10.2.3 The employer shall ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance; and
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

10.2.4 The employer may appoint another person to investigate the grievance. The employer may consult with the relevant Union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

10.2.5 If the matter is notified to the Union, the investigator shall consult with the Union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

10.2.6 The procedure is to be completed in accordance with the following time frames unless the parties to the grievance agree otherwise:

(a) Stage 1

Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

(b) Stage 2

Not to exceed 7 days.

(c) Stage 3

Not to exceed 14 days.

- 10.2.7** If the grievance is not settled, the matter may be referred to the Chief Executive by the employee or the Union.
- 10.2.8** Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 10.2.9** Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.