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10 February 2026

Mr Craig Emery  
Commissioner Queensland Ambulance Service  
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**Re: Clause 17.10 Queensland Ambulance Service Certified Agreement 2025**

Dear Commissioner Emery,

I write on behalf of the United Workers' Union (UWU) in relation to the Director-General's memorandum dated 19 January 2026 regarding the prioritisation of end-of-shift Queensland Ambulance Service (QAS) crews for transfer of care. (attached)

While UWU acknowledges the issuing of the memorandum and its reference to clause 17.10 of the Queensland Ambulance Service Certified Agreement 2025, we are compelled to state that the Union is significantly underwhelmed by both the substance of the memorandum and the mechanism used to convey what was a critical negotiated outcome of the Agreement.

Clause 17.10 was secured to deliver clear, practical and authoritative support from the Director-General to ensure the rapid off-load of patients in the care of QAS staff when a paramedic's shift is approaching its conclusion. The memorandum, however, does little more than restate an "expectation" without creating any meaningful operational direction, enforceability, or accountability at the hospital interface. In our view, it falls well short of what was reasonably contemplated during bargaining.

UWU is also concerned by the manner in which this memorandum has been communicated. The Union has not been formally notified of the memorandum's existence and became aware of it only after a UWU delegate, in the course of their duties with QAS, was made aware of the document. Given the significance of this issue and its centrality to the Agreement negotiations, this absence of formal notification to the Union is disappointing.

More troublingly, UWU has been advised that in at least one region, director-level QAS managers have communicated to staff that assurances have been provided to hospitals that it will be "business as usual," and that QAS will continue to absorb responsibility for managing off-load pressures rather than imposing any expectation on hospital services. If accurate, this messaging directly undermines both the intent of the Director-General's memorandum and the purpose of clause 17.10, and raises serious questions about whether QAS is genuinely committed to implementing this provision in good faith.

This is particularly concerning given the well-documented and long-standing difficulties faced by QAS paramedics and supervisors in securing timely transfer of care at emergency departments. Without explicit directive authority, clear escalation pathways and visible executive backing, expectations alone have historically proven insufficient to alter entrenched hospital practices. As issued — and as currently being interpreted at some regional levels — the memorandum does not materially change the operating environment for QAS staff and does not equip supervisors with the authority required to effect real-time outcomes.

If this memorandum represents the full extent of the Director-General's support for this Agreement outcome, then the responsibility now squarely rests with QAS to ensure that clause 17.10 is made effective in practice. UWU therefore seeks urgent clarity on what concrete measures QAS is implementing to operationalise this provision, including but not limited to how QAS will:

- actively empower on-road supervisors and managers to rely on this memorandum to secure prompt transfer of care at the end of a paramedic's shift;
- support supervisors when resistance or refusal is encountered at hospital sites;
- ensure consistent application of the provision across Hospital and Health Services; and
- monitor, measure and report on whether these arrangements are genuinely increasing the likelihood of paramedics finishing closer to their rostered shift end time, rather than routinely working beyond it.

UWU also notes that this issue is not merely an industrial concern, but a clear work health and safety matter. Under the Work Health and Safety Act 2011 (Qld), QAS has a primary duty of care to ensure, so far as is reasonably practicable, the health and safety of its workers. The persistent failure to facilitate timely end-of-shift transfer of care directly contributes to fatigue, extended working hours, and cumulative risk exposure for paramedics — risks which are well known, foreseeable, and repeatedly raised by our members.

Clause 17.10 was negotiated precisely to address these risks. If it is not supported by strong operational direction and enforceable systems, QAS risks failing to discharge its WHS obligations in relation to fatigue management and safe systems of work.

UWU expects this provision to translate into tangible, measurable change at the hospital interface. Anything less undermines both the intent of the Certified Agreement and the wellbeing of the paramedics who deliver frontline emergency care to the Queensland community. It is important that the discussion between UWU and QAS regarding the HLT framework, and what tools will be available in that space, takes the impact a tool such as this Memo will have to prioritise getting QAS staff finished on time.

We request urgent engagement with QAS to outline how this matter will be addressed and how supervisors and operational staff will be properly supported to give effect to clause 17.10 in day-to-day operations.

Yours sincerely,



Fiona Scalon  
National Ambulance/Health Coordinator  
**United Workers Union**