

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022

*Matter No. B/2024/44*

**CASUAL LOADING GENERAL RULING 2024**

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022* as at 23 September 2024.

**Name of agreement:** *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022*

**Operative date of the agreement reprint:** 23 September 2024

**Operative date of agreement:** 7 December 2022

By the Registrar

M. SHELLEY  
19 November 2024

# Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022

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## **PART 1- PRELIMINARY MATTERS**

### **1. Title**

This Agreement will be known as the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022*.

### **2. Duration of Agreement**

The Agreement operates from the date of certification until the nominal expiry date of 31 March 2025. The parties agree the following provisions will be given administrative effect on and from 1 April 2022:

- (a) clause 13
- (b) Schedule 1
- (c) Schedule 2
- (d) Schedule 9, clause 7

### **3. Relationship with Other Awards and Certified Agreements**

- 3.1 This Agreement will be read in conjunction with the *Nurses and Midwives (Queensland Health) Award – State 2015* with respect to nurses and midwives employed by the Chief Executive of Queensland Health. Where there is any inconsistency between this Agreement and the *Nurses and Midwives (Queensland Health) Award – State 2015*, the provisions of this Agreement will apply to the extent of any inconsistency.
- 3.2 This Agreement will be read in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015* with respect to nurses employed by the Department of Education. Where there is any inconsistency between this Agreement and the *Queensland Public Service Officers and Other Employees Award – State 2015*, the provisions of the Agreement will apply to the extent of any inconsistency.
- 3.3 This Agreement replaces the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018*.

### **4. Parties Bound**

- 4.1 The parties to this Agreement are the:
  - (a) State of Queensland represented through:
    - the Department of Health;
    - the Department of Education; and
    - Health and Wellbeing Queensland
  - (b) Queensland Nurses and Midwives' Union of Employees; and
  - (c) The Australian Workers' Union of Employees, Queensland.
- 4.2 This Agreement is binding upon the parties and nurses and midwives covered by the Agreement.

### **5. Application of Agreement**

- 5.1 This Agreement will apply to all nurses and midwives employed by the Chief Executive of Queensland Health who are engaged in a classification in Schedule 1 to the Award.
- 5.2 This Agreement will apply to all nurses employed by the Department of Education to the extent provided for in Schedule 9 to this Agreement.

### **6. Definitions**

**Act** means the *Industrial Relations Act 2016*

**Award** means the *Nurses and Midwives (Queensland Health) Award – State 2015*

**AWU** means The Australian Workers' Union of Employees, Queensland

**BPF** means the Business Planning Framework

**Chief Executive** means the Chief Executive of Queensland Health

**DoE** means the Department of Education

**Department of Health** means the Department of Health and includes the work areas/units listed from time to time at Schedule 1 to the Award

**Employee** means an employee within a classification defined in Schedule 2 to the Award

**Employer** means:

- (a) the Chief Executive of Queensland Health; or
- (b) the Chief Executive of the Department of Education;

in their capacity as the employer of employees covered by this Agreement

**High Secure Unit** means a public sector mental health service, or part of a public sector mental health service, declared by the Chief Psychiatrist to be a high secure unit.

**Mental Health Intensive Care Unit (MHICU)** means a designated, lockable area designed to facilitate the care of consumers who cannot be safely managed in a less contained environment and require more intensive mental health care. MHICUs are often referred to as high dependency units, or psychiatric intensive care units

**MUM** means Midwife Unit Manager

**NaMIG** means Nursing and Midwifery Implementation Group

**NaMCF** means Nursing and Midwifery Consultative Forum

**Night shift** means:

- (c) a shift commencing at or after 1800 and before 0730, the major portion of which is worked between 1800 and 0730; and
- (d) for employees NG3 to NG7, a shift commencing from 1700 and extending beyond 0000.

The above definition applies to the exclusion of the night shift definition at clause 3 of the Award.

**NUM** means Nurse Unit Manager

**OCNMO** means the Office of the Chief Nurse and Midwifery Officer in the Department of Health

**Public Service Award** means the *Queensland Public Service Officers and Other Employees Award – State 2015*

**QNMU** means Queensland Nurses and Midwives' Union of Employees, recognised as the principal industrial and professional nursing and midwifery union.

**QIRC** means the Queensland Industrial Relations Commission

**Secure Mental Health Rehabilitation Units** means a unit that provides a safe and structured environment for medium to long term recovery-oriented inpatient treatment and rehabilitation for consumers with persistent and severe symptoms of mental illness with precludes them receiving support safely in a less restrictive environment.

**Union** means one of the registered industrial organisations of employees mentioned at clause 4.1

## **7. Purpose of Agreement**

7.1 The purpose of this Agreement is to:

- (a) advance and recognise nursing and midwifery through a positive practice environment; and
- (b) provide simple, easily understood and easily applied conditions of employment within a co-operative and consistent industrial relations framework.

7.2 A positive practice environment for nursing and midwifery promotes safe quality care is established when the following standards are met:

- (a) Nurses and midwives must have safe workloads. Minimum safe staffing and skill mix is essential for safe workloads in nursing and midwifery practice. Nurses and midwives have a process in place within the organisation to escalate workload issues.
- (b) Nurses and midwives must practice in a physically, psychologically and culturally safe environment that delivers safe, high-quality health and aged care within a just culture.
- (c) Nurses and midwives must work in an environment that promotes autonomous and collaborative practice. The autonomous practice of registered nurses and midwives working to their full scope must be recognised and respected by all. The nursing and midwifery professions require collaborative practice to deliver safe quality care for all.
- (d) Nurses and midwives must be actively included in organisational governance and decision-making. Nurses and midwives within the practice environment are accountable for their own practice; and registered nurses and midwives have the authority for decision making for their professions with an organisation.
- (e) Nurses and midwives must lead and/or participate in research and innovation. Nurses and midwives conduct evidence-based practice research; lead and contribute to health and aged care service research and innovation; participate in innovative quality improvement and accreditation processes; develop health policies, practices, systems, products and technologies.
- (f) Nursing and midwifery leadership must be recognised at all levels. Transformational leadership underpins the nursing and midwifery profession.

## **8. International Labour Organisation (ILO) Conventions**

- (a) The employer accepts obligations made under international labour standards. The employer will support employment policies which take account of:
- (b) Convention 100 – Equal Remuneration (1951);
- (c) Convention 111 – Discrimination (Employment and Occupation) (1958);
- (d) Convention 122 – Employment Policy (1964);
- (e) Convention 142 – Human Resource Development (1975); and
- (f) Convention 156 – Workers with Family Responsibilities (1981).

8.1 The parties to this Agreement will monitor the extent to which policies and practices match relevant obligations under these conventions. Any real or perceived deficiencies will be the subject of discussions between the parties to develop agreed strategies to address any problems.

## **9. Renewal or Replacement of Agreement**

Negotiations for a replacement Agreement will commence at least six months prior to the expiration of this Agreement.

## **10. Co-operative Resolution of Disputes**

10.1 The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes

with a view to reducing disputation. The parties will continue to embed an interest-based problem solving (IBPS) approach at the Department of Health, and Hospital and Health Service levels between the nursing and midwifery workforce and management as an effective way of achieving shared objectives. Where appropriate and practical, the parties will attempt to resolve any disputes informally in a timely manner using the relevant grievance procedure prior to referring the dispute to the QIRC.

- 10.2 The parties recognise the role of the Chief Executive as a party to all disputes regarding all industrial matters.
- 10.3 The parties agree the following procedures shall apply:
- (a) in the event of any disagreement between the parties as to the interpretation, application or implementation of the Award, the procedure in clause 7 of the Award shall apply;
  - (b) in the event of any disagreement between the parties as to the interpretation, application or implementation of the Agreement, the procedure in clause 11 of the Agreement shall apply; and
  - (c) with respect to workload concerns, the procedure in clause 39.3 of the Award shall apply.
- 10.4 The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between the employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process.

## 11. Prevention and Settlement of Disputes

11.1 In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures will apply:

(a) Stage 1

The matter is discussed between the employee's Union representative and/or the employees/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 NaMIG. Where NaMIG 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 Chief Executive.

(d) Stage 4

If the matter remains unresolved at Stage 3, either party may refer the matter to the QIRC for conciliation and if required, arbitration.

11.2 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; and/or
- (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;
- (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.

11.3 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.

- 11.4 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 award provisions.
- 11.5 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.

## 12. Posting of Agreement

A copy of this Agreement will be placed in a location where it can be easily read by all employees, including:

- (a) in a conspicuous and convenient place at each facility; and
- (b) on the employer's intranet and internet sites.

## PART 2 – WAGES AND RELATED MATTERS

### 13. Increases to Wages and Allowances

13.1 The salaries for nurses and midwives will increase as provided below and contained in Schedule 1 and Schedule 9 clause 7 to this Agreement:

- (a) 4% payable from 1 April 2022
- (b) 4% payable from 1 April 2023
- (c) 3% payable from 1 April 2024

13.2 The allowances for nurses and midwives will be increased by the same percentage as the wage increases at clause 13.1 of this Agreement (if applicable) and contained in Schedule 2 and Schedule 9 to this Agreement.

13.3 Any State Wage Case increases will be absorbed into the pay points prescribed in this Agreement. Provided that any annual State Wage Case increase which would provide a higher overall annual wage rate than those prescribed in Schedule 1 and Schedule 9 to this Agreement will be applied from the operative date of the State Wage Case. Further, any associated State Wage Case increase to allowances listed in Schedule 2 and Schedule 9 to this Agreement will be absorbed. This does not limit allowances not specified in Schedule 2 to this Agreement being increased in accordance with any State Wage Case decision.

### 14. Cost of Living Adjustment (COLA) Payments

#### 14.1 Definitions

The following definitions apply for the purposes of the Cost-of-Living Adjustments (COLA) Payments clause:

**agreement year** – means one of the three 12-month periods from 1 April in one year to 31 March in the following year that includes a *calculation date*.

**base wages** – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc).

**calculation date** – means, either:

- (a) 31 March 2023 (COLA Payment Year 1); or

- (b) 31 March 2024 (COLA Payment Year 2); or
- (c) 31 March 2025 (COLA Payment Year 3).

**COLA payment percentage** – see section 14.3.2

**CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

**eligible employee** – see clause 14.2.

**Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

**wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 13 of this Agreement, that occurs at the commencement of an *agreement year*.

## 14.2 Eligibility

14.2.1 *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 March 2025.

14.2.2 An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

14.2.3 In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 14.2.2, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to the relevant Queensland Health payroll team. Contact details are found on the Queensland Health Intranet on the Payroll and Rostering (PARIS) page.

*Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.*

14.2.4 An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

*Example – an employee starts being covered by the agreement on 17 April 2023. The employee is not eligible for COLA Payment Year 1.*

14.2.5 An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.

*Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.*

*Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6*

*months they worked, 3 months where they earned half pay and 3 months where they earned no pay.*

*Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.*

- 14.2.6 An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.

*Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.*

- 14.2.7 In addition to the other requirements of clause 14.2, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12-week payroll period immediately prior to the relevant *calculation date*.

### 14.3 Calculation and payments

#### Step one

- 14.3.1 A COLA Payment is only payable if, for the relevant agreement year, CPI exceeds the wage increase *under the Agreement*.

#### Step two

- 14.3.2 The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

*Example one: For COLA Payment Year 3, the agreement year is 1 April 2024 to 31 March 2025. The wage increase under the Agreement is 3% on 1 April 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.*

*Example two: For COLA Payment Year 1, the agreement year is 1 April 2022 to 31 March 2023. The wage increase under the Agreement is 4% on 1 April 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.*

#### Step three

- 14.3.3 To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

*Example: The wage increase in the Agreement for that agreement year was 4% on 1 April 2022. The base wages payable to the relevant employee for the agreement year from 1 April 2022 to 31 March 2023 is \$90,000. The calculation occurs as follows:*

(a)  $a = 100 / (1 + 0.04)$

(b)  $a = 96.1538$

(c)  $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\underline{\$86,538.42}}$

#### Step four

14.3.4 The figure from clause 14.3.3 is then multiplied by the COLA Percentage calculated in clause 14.3.2 to determine the particular employee's COLA Payment for that *agreement year*.

*Example: The COLA percentage is 3%.*

(a)  $\$86,538.42$  multiplied by 3% =  $\$2,596.15$

14.3.5 COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

#### **14.4 Timing of information and payments**

14.4.1 For *eligible employees* under clause 14.2.2, if payable, the relevant COLA Payment will be made within three (3) months following the relevant *calculation date* and release of the *CPI*.

14.4.2 For *eligible employees* under clause 14.2.3, if payable, the relevant COLA Payment will be made within three (3) months of the employee providing the notice of their employment pursuant to clause 14.2.3.

14.4.3 Queensland Health and the Department of Education will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

### **15. Payroll**

15.1 The employer will continue to work with health unions to implement system-wide payroll solutions.

15.2 The parties acknowledge the employer is working to introduce new technology such as real-time rostering and processing which will address ongoing issues regarding over and underpayments and streamline pay roll processes. The parties agree to continue to consult regarding the introduction of these new procedures. Consultation will include nursing stakeholders at the local level such as NUMs and MUMs.

15.3 The parties agree to work together to identify ways to increase employee satisfaction and access to meaningful payroll information for employees.

#### **15.4 Underpayments**

The employer is committed to correcting individual employee underpayments in a timely manner. If an employee incurs an underpayment the employer will:

- (a) upon being advised of an underpayment, acknowledge the contact by the employee within 24 hours;
- (b) when an underpayment is validated, and relevant paperwork authorised and submitted (if necessary), the employer will ensure the underpayment is corrected within the current pay cycle; and
- (c) process an 'ad hoc' payment at the request of the employee, where the employee demonstrates exceptional circumstances.

#### **15.5 Overpayments**

In light of the above processes regarding underpayments, if an employee is also notified of an overpayment, the employer will not pursue this separately to any underpayment for the individual if the over and underpayment are sufficiently related. The individual case management approach will ensure such coordination of correcting an individual's overpayments and underpayments occurs.

### **16. Superannuation**

16.1 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.

16.2 Where an employee has not chosen a fund in accordance with clause 16.1 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).

- 16.3 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.
- 16.4 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) or, in absence of a regulation, as prescribed under section 64 of the *Superannuation (State Public Sector) Act 1990* (Qld).

## 17. Salary Sacrificing

- 17.1 An employee may elect to sacrifice 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 17.2 Despite clause 17.1 above, employees may sacrifice up to 100% of their salary for superannuation.
- 17.3 The individual salary packaging 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.
- 17.4 For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010* (Cth).
- 17.5 Salary sacrificing arrangements will be made available to the following employees covered by this Agreement in accordance with Office of Industrial Relations Circular C1- 18 (Arrangements for Salary Packaging) and any other relevant Office of Industrial Relations Circulars issued from time to time:
- (a) permanent full time and part time employees;
  - (b) temporary full time and part time employees; and
  - (c) long-term casual employees as determined by the *Industrial Relations Act 2016* (Qld).
- 17.6 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.
- 17.7 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 17.8 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.

## 18. Casual Employment

- 18.1 A casual employee is an employee engaged as such, for not more than 38 ordinary hours per week, who is paid on an hourly basis.
- 18.2 A casual employee is not required to work a minimum number of shifts in a roster period in order to remain in the casual pool.
- 18.3 A casual employee who works more than 38 ordinary hours per week is entitled to overtime in accordance with clause 20 of this Agreement.
- 18.4 When a casual employee is engaged on a shift the employer must give them no less than four hours' notice if they are no longer required to work that shift. If the employer gives the employee less than four hours' notice the employee is entitled to payment for the minimum engagement period of two hours.
- 18.5 In addition to the ordinary rate, a casual employee will be paid a loading of 25% of the ordinary hourly rate for the level of work the employee is engaged to perform for all hours worked, with a minimum payment of two hours in respect of each engagement.
- 18.6 For all ordinary hours worked on a Sunday, a casual employee will be paid their base rate of pay plus the casual loading multiplied by the penalty rate for that shift.
- 18.7 To avoid any doubt, this clause applies to the extent of any inconsistency with clause 8.3 of the Award.

## 19. Hours of work

- 19.1 This clause will apply to the exclusion of clauses 15.1 – 15.2 of the Award.

### 19.2 Nursing Grade 1 to Nurse Grade 9 employees

- (a) Subject to clause 15.3 of the Award, the ordinary hours of duty of employees Nursing Grade 1 to Nurse Grade 9, will be an average of 38 hours per week, but no greater than 80 in any one fortnight, to be worked according to a roster as follows:
- (i) 19 days (or shifts) of eight hours' duration worked and one day (also of eight hours) to be taken as an accrued day off (ADO) (with pay) in any four weekly work cycle; or
  - (ii) in shifts as required, not exceeding 10 hours and not less than four hours in duration, with the hours worked in excess of an average of 38 per week over a four weekly work 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.
  - (iv) Genuine consideration must be given to requests by employees for changes to hours of work arrangements, and requests will not unreasonably be refused.
- (b) The ordinary working hours of Nursing Grade 1 to Nurse Grade 9 employees covered by this Agreement 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) During the life of the Agreement the parties will consider whether an alternative method for the payment of a nine day fortnight can be accommodated.
- (d) For Correctional Health Services, by consultation and mutual agreement, flexible rostering practices may be included in rosters to allow for shifts of varying lengths of between four and 12 hours.
- (e) **Consultation when an employer seeks to introduce alternative shift lengths into the roster**
- (i) 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.

- (ii) 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 construct;
    - (B) the reason/s for the proposed change (e.g. enhanced service delivery; to reduce excessive overtime, on call, recall or fatigue payments; to improve efficiency and effectiveness to address workloads);
    - (C) an amended BPF service profile where the change impacts on the annual productive nursing/midwifery hours required to deliver the service;
    - (D) a proposed timetable for implementation of the change; and
    - (E) a list of affected employees.
  - (iii) 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.
  - (iv) The employer must genuinely consider responses from affected employees, including consideration of family/carer responsibilities, and the employer will respond to such feedback.
  - (v) 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.
  - (vi) The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.
  - (vii) 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.
  - (viii) 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.
  - (ix) Where genuine consultation has occurred and can be demonstrated, agreement to the roster change must not be unreasonably withheld.
- (f) ADOs may be accumulated up to a maximum of five days, or 12 days in exceptional circumstances, and taken at a mutually acceptable time.
  - (g) 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.
  - (h) 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.

### **19.3 Nurse Grade 10 and above**

- (a) The usual hours of work for a Nurse Grade 10 and above employee is an average of 38 hours per week, 76 hours per fortnight or 152 hours in a four week period. However, to perform the job effectively, a Nurse Grade 10 and above employee may be required to work additional hours as appropriate.
- (b) A Nurse Grade 10 and above employee may work flexibly. This flexibility includes the option of available time off during the week (for example an afternoon off) or as a more formal accumulated day off arrangement.

### **19.4 Rest Days for Correctional Health Services employees**

- (a) A Correctional Health Services employee engaged in shift work is to have two whole consecutive days off between midnight and midnight, in each seven day period.
- (b) An attempt is to be made to average out the number of weekends worked with the number of weekends not worked during the cycle of the roster.

**20. Overtime and On call and recall**

20.1 This clause will apply to the exclusion of clauses 18.1 – 18.5 of the Award.

**20.2 Overtime**

- (a) This clause does not apply to:
  - (i) Nurse Grade 10 and above employees; and
  - (ii) Registered midwives participating in a caseload model receiving an annualised salary.
- (b) **Nursing Grade 1**
  - (i) All authorised overtime worked in excess of rostered ordinary hours Monday to Saturday, inclusive, by a Nursing Grade 1 employee not rostered to work shift work, shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
  - (ii) All authorised overtime worked on a Sunday is to be paid at the rate of double time.
  - (iii) All authorised overtime worked in excess of rostered ordinary hours by a Nursing Grade 1 employee, rostered to work shift work, shall be paid at the rate of double time.
  - (iv) A minimum payment of two hours applies to work on Saturday and Sunday.
  - (v) The minimum payment prescribed in clause 20.2(b)(iv) above does not apply where a Nursing Grade 1 employee works overtime in conjunction with or as an extension of the normal ordinary rostered shift.
  - (vi) A Nursing Grade 1 employee who works shift work and is recalled to perform duty after completing an ordinary shift or on any ADO or rostered day off shall be paid at the appropriate overtime rate with a minimum payment as for two hours.
  - (vii) A Nursing Grade 1 employee who is not a shift worker who is required to work on their first rostered day off shall be paid at one and one-half times the ordinary rate for the first three hours and double time thereafter, with a minimum of three hours.
  - (viii) A Nursing Grade 1 employee required to work on their second rostered day off shall be paid at the rate of double time, with a minimum payment as for three hours.
  - (ix) All authorised overtime worked on a public holiday, shall be paid at the rate of double time and one-half.
- (c) **Nursing Grade 2 to Nurse Grade 9, inclusive**
  - (i) 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.
  - (ii) All authorised overtime worked on a Sunday is to be paid at the rate of double time.
  - (iii) All authorised overtime worked on a public holiday is to be paid at the rate of double time and one-half.
  - (iv) A Correctional Health Services employee:
    - (A) May be required to work reasonable time in excess of ordinary hours.
    - (B) Shall not perform more than 16 hours of consecutive duty inclusive of overtime. Overtime in



combination with a 12-hour ordinary shift should be worked in exceptional circumstances only.

(C) In receipt of the aggregated shift allowance or who is a shift worker whose hours of work are regularly rotated in accordance with a shift roster covering two or more shifts per day will be paid for all overtime at the rate of double time. Overtime will be paid on the employee's base rate.

(D) Engaged as a casual employee, an ordinary shift is to be no more than 12 hours.

- (d) Work performed by a Correctional Health Services employee on Labour Day outside the ordinary starting and finishing times is to be paid for at double the overtime rate prescribed for an ordinary working day.
- (e) **Time off in lieu**
- (i) 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.
- (ii) 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.

### 20.3 On call and recall

- (a) This clause does not apply to:
- (i) Nurse Grade 13; and
- (ii) Registered midwives participating in a caseload model receiving an annualised salary.
- (b) **On Call**
- (i) For the purposes of payment of the on call allowance below, the exclusion of Nurse Grade 13 employees at clause 20.3(a)(i) does not apply.
- (ii) 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 specified in Schedule 2 to this Agreement:
- (iii) A Nurse Grade 3 and above 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.
- (iv) 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.
- (v) 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. A Nursing Grade 1 employee will receive a further \$2.60 for each period on call in addition to the amount provided in clause 20.2(b)(i) above.
- (c) **Physical Recall**
- (i) For the purposes of calculating the recall payment below, the exclusion of Nurses Grade 10 to 12 at clause 20.2 of this Agreement does not apply.
- (ii) 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 visit a patient or client for any purpose will be paid at the appropriate overtime rate for time worked as specified below:
- (A) A Nursing Grade 1 employee will receive a minimum payment as for two hours' work, with time spent travelling to and from the place of duty counting as time worked;
- (B) A Nurse Grade 3 to 12 employee will receive a minimum payment as for three hours' work commencing from the time the employee starts work.

- (iii) However, the employee will not be required to work for the minimum payment period in clause 20.3(c)(ii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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 20.3(c)(ii) above.

**(d) Telephone/Remote Recall**

- (i) 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 a visit a patient or client 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.
- (ii) 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.
- (iii) 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:
  - (A) has exceeded two hours work (rather than time paid); or
  - (B) 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.
- (iv) Every effort should be made to fill an employee's position when they are on fatigue leave as a result of this provision.
- (v) Where an employee has performed telephone recall prior to a rostered ordinary hours shift, which does not meet the criteria at clause 20.3(d)(iii), 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.
- (vi) Where possible, to mitigate fatigue, on call should not be allocated between a late and an early shift.
- (vii) Developing a flexible work system that can respond to instances of fatigue when they arise on a day-to-day basis will assist to effectively manage fatigue risk when it occurs.

**20.4 Physical Recall to duty (other than from on call) - Nurse Grade 3 and above**

- (a) This clause does not apply to:
  - (i) Nurse Grade 10 and above; and
  - (ii) Registered midwives participating in a caseload model receiving an annualised salary.
- (b) A Nurse Grade 3 to 9 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.

- (c) 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.
- (d) 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.

## 20.5 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
  - (iii) 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.
  - (iv) 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 20.5(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 20.3(c)(ii) of this Agreement for the period of recallthe employee will complete the ordinary rostered shift at ordinary rates.

## 21. Flexible Work Arrangements

- 21.1 A Guide for employees and employers considering a request for flexible work arrangements; a Checklist for requests for flexible work arrangements; and a Transition to Retirement Guideline have been developed by the parties and are protected by this Agreement. They are published on the employer's intranet page with HR Policy C5 – Flexible Working Arrangements.

- 21.2 Clause 19.6 of the Award provides for an employer to approve applications by employees to take annual leave at half pay for double the period of time. The parties agree that such applications will not be unreasonably refused.
- 21.3 Clause 19.2(a)(iii) of this Agreement allows different methods of working the 38 hour week to be agreed by the employer and the employees affected at a particular hospital, facility, ward or other discrete section of a hospital or facility. Genuine consideration must be given to requests by employees for changes to hours of work arrangements and requests will not be unreasonably refused – for example a request to work a nine-day fortnight.
- 21.4 The parties recognise that employees are covered by the Purchased Leave provisions which apply across the Queensland Public Sector. The parties agree that applications under these provisions will not be unreasonably refused.
- 21.5 The parties recognise employees have a right under section 88(2) of the *Industrial Relations Act 2016* to return to their substantive position on return from Parental leave.
- 21.6 The parties agree Ministerial Directive 05/17: Special Leave applies to employees covered by this Agreement. It is noted that this Directive includes discretion to grant leave to attend pre-retirement seminars and to access additional compassionate leave as Special Leave in certain circumstances.

## **22 Additional Travel**

- 22.1 This clause applies to an employee who is required to use his or her private motor vehicle while relieving or performing special duties or attending a course, seminar or similar, or otherwise required to work away from their normal place of work.
- 22.2 If these circumstances require travel to a location which is a greater distance than the distance the employee would travel from their home to their normal place of work, the employee will receive the allowance in clause 13.10 of the Award for the additional distance travelled.
- 22.3 If it is not practicable, the employee may travel outside their ordinary hours, and will be compensated by the provision of time-off-in-lieu (TOIL) on a time for time basis, whether the travel is in the employee's or the employer's vehicle.
- 22.4 Where an employee incurs additional travel expenses beyond the excess travel expressed above when working away from their normal place of work, they will be reimbursed the cost of such expenses. Expenses may include but are not limited to toll charges and car parking.

## **23 X-ray and radium allowance**

- 23.1 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 at Schedule 2 of this Agreement for each fortnight when they are required to perform such duties.
- 23.2 To avoid any doubt this clause applies to the exclusion of clause 13.20 of the Award.

## **24 Higher Duties allowance**

- 24.1 An employee other than Nursing Grade 2 who is required to perform special duties or to relieve for three days or more in a higher classification must be paid at the higher rate for the whole of the period of special duty or relief.
- 24.2 To avoid any doubt this clause applies to the extent of any inconsistency with clause 13.5(a) of the Award.

## **25 Relieving in charge allowance**

- 25.1 For the purpose of clause 13.16(a) of the Award where for one entire shift or more an employee Nurse Grade 6 or above should normally be rostered and is not rostered or is unavailable, then a suitable employee must be appointed to ensure an employee is designated team leader or in-charge, however titled.
- 25.2 To avoid any doubt, this clause applies to extent of any inconsistency with clause 13.16 of the Award.

**26 After hours management allowance – Public Hospitals**

- 26.1 This clause will apply to the exclusion of clause 13.11 of the Award.
- 26.2 A Public Hospital employee, Nurse Grades 5 to 7, inclusive who is required to undertake the duties of the after hours nurse manager and who has single point responsibility for a facility or cluster of services will be paid an allowance of \$20 per night shift, Saturday, Sunday and public holiday shift so worked.
- 26.3 There may be other circumstances where a Nurse Grade 5 to 7 has been delegated single point of accountability and responsibility prior to the commencement of night shift. In such circumstances the employee will be entitled to the allowance at clause 26.2 above.
- 26.4 To avoid any doubt, this clause applies to the exclusion of clause 13.16 of the Award.

**27 Additional pay point for Nurse Grade 6, Band 2**

- 27.1 From 1 April 2022, an additional pay point will be created at the top of the Nurse Grade 6, Band 2, classification being a new pay point 2. This new pay point will equate to an annual rate of \$ \$115,664 as at 1 April 2022.
- 27.2 Access to this new pay point will be by annual increment. Any Nurse Grade 6, Band 2, with 12 months or greater service as at Nurse Grade 6, Band 2 pay point 1 as at 1 April 2022, will automatically progress to the new pay point 2 as of that date.
- 27.3 Any Nurse Grade 6, Band 2, with less than 12 months service at pay point 1 as at 1 April 2022, will automatically progress to pay point 2 on achieving 12 months service at pay point 1 (annual increment date).
- 27.4 Any superior Award or Agreement entitlement to progression within a classification level will continue to apply.

**28 Accelerated pay point advancement and qualifications allowance**

- 28.1 This clause will apply to the exclusion of clause 13.1 of the Award.
- 28.2 The following provisions apply to an employee, including a part-time employee, Nurse Grade 5 to 7, inclusive, or Nurse Grade 9, who holds a qualification or advanced 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 nurse or midwife with AHPRA.
- 28.3 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* form. This application must be completed even where an employee has provided a qualification as part of a recruitment process.
- 28.4 A **qualification** is:
- (a) A graduate certificate, graduate diploma, or qualification of equivalent value; or
  - (b) A second bachelor degree; or
  - (c) A dual degree (two bachelor degrees completed concurrently).
- 28.5 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 nurse or midwife with AHPRA and be recognised by the employer as relevant to the employee's current position.
- 28.6 Where a nurse or midwife holds both a nursing degree and a midwifery degree, or a dual nursing/midwifery degree, and the employer requires the employee to hold registration as both a nurse and a midwife, the second "base" nursing or midwifery qualification will be recognised for the purposes of this clause.
- 28.7 An **advanced qualification** is a masters degree or PhD.
- 28.8 Accelerated pay point advancement or the payment of the qualifications or advanced qualifications 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.

28.9 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.

28.10 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.

28.11 Where an employee moves to another position (Nurse Grade 5 to 7 and Nurse Grade 9) but remains covered by this Agreement, the accelerated pay point advancement or the payment of the qualifications or advanced qualifications allowances continues to apply unless it is determined to not be relevant to the new position and the employee is advised of this in writing.

28.12 An employee may raise a grievance in relation to decisions made under this provision in accordance with clause 11 of this Agreement.

28.13 Accelerated pay point advancement

An employee who obtains a qualification or advanced qualification, and who is not at the maximum pay point of their classification, will be advanced by one pay point from a date in accordance with clauses 28.8 to 28.10 above, but will retain their existing increment date.

28.14 Qualification and advanced qualification allowance

- (a) The qualification allowance is calculated on the basis of 3.5% of the wage rate of a Nurse Grade 5, pay point 7.
- (b) The advanced qualification allowance is calculated on the basis of 5.5% of the wage rate of a Nurse Grade 5, pay point 7.
- (c) The qualification allowance and advanced qualification allowance is payable for all purposes of this Award.

28.15 The qualification allowance and advanced qualification allowance is payable as follows:

- (a) Employees at the maximum pay point:
  - (i) An employee who qualifies for an allowance in accordance with clause 28.2 and who is at the maximum pay point of their classification is entitled to receive the relevant allowance from the date in accordance with clauses 28.8 to 28.10 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 clauses 28.8 to 28.10 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 28.2 and who is not at the second last or the

maximum pay point of their classification is entitled to the relevant allowance upon the completion of 12 months at the maximum pay point.

28.16 Qualification allowance upon promotion and higher duties

- (a) An employee who has received an accelerated pay point advancement and who is not in receipt of an allowance, and who is subsequently promoted to a higher level, Nurse Grade 5 to 7, inclusive, or undertaking higher duties, automatically becomes eligible for the relevant allowance subject to the qualification being recognised by the employer as relevant to the employee's higher position.
- (b) An employee in receipt of an allowance in accordance with clause 28.16(a) is entitled to retain the relevant allowance upon promotion to a higher level, Nurse Grades 5 to 7 inclusive, subject to the qualification being recognised by the employer as relevant to the employee's higher position.
- (c) An employee in receipt of an allowance who relieves in a higher position which does not attract the allowance will be placed on the pay point within the classification of the higher position which ensures the employee's current rate of pay (including the relevant qualification allowance but excluding penalty rates) is not reduced.

28.17 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 been advanced a pay point in respect of a qualification relevant to a lower classification may also be advanced a pay point in a higher classification when the employee attains an advanced qualification. In such cases the employee also retains the qualification allowance of 3.5%.
- (c) In such a case, following 12 months' service at the maximum pay point of the higher classification, the employee forfeits the qualification allowance of 3.5% and the advanced qualification allowance of 5.5% is payable.
- (d) Only one allowance is to be paid at any one time.

28.18 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.

28.19 This provision does not apply to a Nurse Grade 9 employee in receipt of the Nurse Practitioner Allowance provided at clause 29.

**29 Nurse Practitioner Allowance**

- 29.1 The parties agree that retention of the skills and experience of Nurse Practitioners is crucial to the effective functioning of the Queensland public health system, and further that it is necessary to attract employees with such skills and experience to work in Queensland's public health system.
- 29.2 With this aim, endorsed Nurse Practitioners, who are employed to practice as a Nurse Practitioner, or who are required to practice as a Nurse Practitioner as part of another role at Nurse Grade 8 and above will be entitled to a Nurse Practitioner allowance as outlined at Schedule 2 of this Agreement.
- 29.3 This provision applies to the exclusion of the accelerated pay point advancement and qualifications allowance provided at clause 28 for Nurse Grade 9 employees who are endorsed Nurse Practitioners and who are required to practice as a Nurse Practitioner as part of their role.
- 29.4 The allowance will be increased in accordance with the Schedule 2.

**30 Mental Health Environmental Allowance**

- 30.1 This clause will apply to the exclusion of clause 13.9 of the award.
- 30.2 All employees working in a high secure unit, secure mental health rehabilitation unit and mental health

intensive care unit (as outlined at Schedule 3) shall be paid the mental health environmental allowance at Schedule 2 of this Agreement each fortnight.

- 30.3 Where a new high secure unit, secure mental health rehabilitation unit or mental health intensive care unit is opened during the life of this Agreement, the mental health environmental allowance will apply to employees working in those units.
- 30.4 The parties will review the application of this allowance over the life of the Agreement.

### **31 Sunday penalty rate**

- 31.1 This clause will apply to the exclusion of clause 15.12(e)(iv) of the Award.
- 31.2 All ordinary time worked by an employee between 0000 and 2400 on a Sunday is to be paid at the rate of double time.

### **32 Woodford Correctional Centre Aggregated Shift Allowance**

- 32.1 A Correctional Health Services employee working continuous shifts at the Woodford Correctional Centre will receive an annual shift allowance at the rate of 28.5% of their applicable wage or salary. Continuous shifts means work done by an employee where the shifts are worked over 24 hours per day seven days per week and the employee actually works on such rotational basis.
- 32.2 A Correctional Health Services employee working non-continuous shifts at the Woodford Correctional Centre will receive an annual shift allowance at the rate of 23% of their applicable wage or salary.
- 32.3 The aggregated shift allowance is paid in lieu of shift allowances, extra payment for weekend work and public holidays. The aggregated shift allowance is not payable on any paid or unpaid leave except long service leave. The annual leave loading will apply as per clause 19.4 of the Award.
- 32.4 The parties agree to review this clause should Queensland Corrective Services alter the method of payment for the shift allowance for custodial staff at Woodford Correction Centre.

### **33 Recognition of previous international nursing and midwifery experience**

- 33.1 Clause 12.6 of the Award provides the entitlement to recognition of previous nursing and midwifery experience for the purpose of determining an employee's applicable pay point.
- 33.2 For nurses and midwives with international nursing and midwifery experience, decisions as to whether such experience is at the "relevant level or higher" should be made on a case-by-case basis.
- 33.3 Should the employer decide not to recognise an employee's international experience the employee should be provided written reasons for the decision.

## **PART 3 – EMPLOYMENT CONDITIONS**

### **34 Variations to Award**

The parties agree to vary Schedule 2 of the Award to include the following within 12 months of certification of the Agreement:

- (a) New Generic Level Statements for midwives at Grades 5, 6.1, 6.2 and 7; and
- (b) A new Domain of "culturally safe nursing practice" in the Generic Level Statements for nurses.

### **35 Annual Leave**

- 35.1 This clause will apply to the exclusion of clause 19.1 of the Award.
- 35.2 All full-time employees covered by this Award are entitled to the following annual leave on full pay after 12 months continuous service:



	Relevant employees	Period of annual leave
(i)	Public Hospital (excluding dental hospital and dental clinic)	190 hours/5 weeks (includes 38 hours in lieu of extra payment for work done on the public holidays listed at clause 36.10 of this Agreement)
(ii)	Biala employees ordinarily required to work on a public holiday	
(iii)	Employees ordinarily required to work on public holidays under extended hours arrangements, restricted to: <ul style="list-style-type: none"> <li>• Public Service</li> <li>• Eventide Homes (Nurse Grade 5 and above)</li> <li>• Correctional Health Services</li> </ul>	190 hours/5 weeks (includes 38 hours for work in extended hours service arrangements on public holidays)
(iv)	Eventide Homes (Nursing Grade 1 to Nurse Grade 4)	152 hours/4 weeks
(v)	All Psychiatric Hospitals	
(vi)	Dental hospital and dental clinic	
(vii)	Employees not ordinarily required to work on a public holiday, restricted to: <ul style="list-style-type: none"> <li>• Biala</li> <li>• Public Service</li> <li>• Eventide Homes (Nurse Grade 5 and above)</li> <li>• Correctional Health Services</li> </ul>	
(viii)	Public Hospital employees who are not required to work on public holidays because they work in a service that does not operate on a public holiday and who “opt out” of the additional 38 hours in lieu of extra payment for work done on the public holidays listed at clause 36.10 of this agreement.	

### 35.3 Opt out of additional leave and the requirement to be available to work on public holidays, for public hospital employees

- (a) In accordance with clause 35.2(viii) above, Public Hospital employees who are not required to work on public holidays because they work in a service that does not operate on a public holiday may elect to “opt out” of the fifth week of leave (provided in lieu of extra payment for work done on the public holidays listed at clause 36.10 of this Agreement).
- (b) This option is not ordinarily available for Public Hospital employees who work in a service that operates with reduced nursing and midwifery staff on public holidays however the option at clause 35.3(a) may be applied where there are no regular lists or appointments; or a skeleton staff is required for emergencies; or some employees are on call for emergencies.
- (c) In such circumstances, the employee will revert to an entitlement to 152 hours/4 weeks annual leave.
- (d) Where a public hospital employee opts out of the fifth week of leave they will not be required by the employer to ordinarily be required to work on a public holiday.
- (e) Where a public hospital employee opts out of the fifth week of leave but extraordinary circumstances exist and they are requested to perform work on a public holiday they will be paid in accordance with clause 36.3(v) of this Agreement.
- (f) The public hospital services which fit the criteria to allow employees to opt out of additional leave (and therefore the requirement to be available to work on public holidays) in accordance with clause 35.3(a) and (b) above, will be determined by each Hospital and Health Service in consultation with the Union within six months of certification of this Agreement.

## 36 Public Holidays

36.1 This clause will apply to the exclusion of clause 23 of the Award.

36.2 Clause 36 does not apply to Correctional Health Services employees in receipt of the aggregated shift allowance and midwives participating in a caseload model receiving an annualised salary.

36.3 Subject to clause 36.11 of this Agreement, an employee who performs work on a public holiday as part of ordinary rostered hours shall be paid as prescribed below, for all hours worked, with a minimum payment as for four hours' work:

	Relevant employees	Labour Day	Easter Saturday Easter Sunday	25 December	All other public holidays
(i)	Public Hospital (excluding dental hospital and dental clinic and public hospital employees described at 21.2(v)(E) below)	All full day's wage at the ordinary rate (100%) and one and one-half times (150%) the ordinary rate of pay	Double and one-half (250%) the ordinary rate of pay	Double and one-half (250%) the ordinary rate of pay where 25 December falls on Monday to Saturday.  Where 25 December falls on a Sunday: Triple times (300%) the ordinary rate of pay	One and one half times (150%) the ordinary rate of pay
(ii)	Biala employees ordinarily required to work on public holidays				
(iii)	Employees ordinarily required to work on public holidays under extended hours arrangements, restricted to: <ul style="list-style-type: none"> <li>Public Service</li> <li>Eventide Homes (Nurse Grade 5 and above)</li> <li>Correctional Health Services</li> </ul>				
(iv)	Dental hospital and dental clinic	Full day's wage at the ordinary rate (100%) and one and a half times (150%) the ordinary rate of pay	Double and one-half times (250%) the ordinary rate of pay	Double and one-half times (250%) the ordinary rate of pay	Double and one-half times (250%) the ordinary rate of pay
(v)	Employees not ordinarily required to work on a public holiday restricted to: <ul style="list-style-type: none"> <li>Biala</li> <li>Public Service</li> <li>Eventide Homes (Nurse Grade 5 and above)</li> <li>Correctional Health Services</li> <li>Public hospital employees who opt out of the fifth week of annual leave in accordance with clause 35.3 of this Agreement</li> </ul>				
(vi)	Eventide Homes (Nursing Grade 1 to Nurse Grade 4)	Full Day's wage at 100% (up to a maximum of 7.6 hours) and one and one-half times (150%) the ordinary rate of pay	Full Day's wage at 100% (up to a maximum of 7.6 hours) and one and one-half times (150%) the ordinary rate of pay	Full Day's wage at 100% (up to a maximum of 7.6 hours) and one and one-half times (150%) the ordinary rate of pay	Full Day's wage at 100% (up to a maximum of 7.6 hours) and one and one-half times (150%) the ordinary rate of pay
(vii)	All Psychiatric Hospitals				
(viii)	Casual employees	Clause 8.3(f) of the Award	Clause 8.3(f) of the Award	Clause 8.3(f) of the Award	Clause 8.3(f) of the Award

36.4 Subject to clause 36.11 of this Agreement, an employee who does not work on a public holiday shall be paid as described by the table below:

	Relevant employees	Labour Day	Easter Saturday Easter Sunday 25 December	All other public holidays
(i)	Public hospital (excluding dental hospital and dental clinic and employees described at clause 36.4(iv)(D) below)	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 where 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 on that day (i.e. rostered to work and stood down)
(ii)	Biala			
(iii)	Dental hospital and dental clinic	A full day's wage at the ordinary rate (100%)	A full day's wage at the ordinary rate (100%) where they would ordinarily be required to work on that day (i.e. rostered to work and stood down)	A full day's wage at the ordinary rate (100%) where they would ordinarily be required to work on that day (i.e. rostered to work and stood down)
(iv)	Employees not ordinarily required to work on public holidays restricted to: <ul style="list-style-type: none"> <li>• Public Service</li> <li>• Eventide Homes (Nurse Grade 5 and above)</li> <li>• Correctional Health Services</li> <li>• Public Hospital employees who opt out of the fifth week of annual leave in accordance with clause 35.3 of this Agreement</li> </ul>			
(v)	Eventide Homes (Nursing Grade 1 to Nurse Grade 4)	A full day's wage at the ordinary rate (100%)	A full day's wage at the ordinary rate (100%)	A full day's wage at the ordinary rate (100%)
(vi)	All Psychiatric Hospitals			
(vii)	Correctional health services employees engaged in continuous shift work or work on two shifts per day over seven day			

- 36.5 Any period of annual leave is exclusive of all public holidays for all nurses and midwives covered by this Agreement. This means that an employee cannot have their annual leave debited on a public holiday.
- 36.6 For employees at clauses 36.3(i), (ii) and (vii) above, 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.
- 36.7 Clause 36 does not apply to Correctional Health Services employees in receipt of the aggregated shift allowance in accordance with clause 32 of this Agreement.
- 36.8 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.
- 36.9 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.

36.10 For the purpose of clause 36, all other public holidays include:

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

36.11 A Public Hospital Nurse Grade 10 and above employee receives an ordinary rate of pay inclusive of public holidays. Such employees will only be required to work on a public holiday in emergency situations and by mutual agreement.

36.12 **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.
- (a) 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%).
- (b) 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%).

### 37 Meal Breaks

37.1 This clause must be read in conjunction with clause 16 of the Award.

37.2 The parties acknowledge that it is in their mutual interest that nurses and midwives take meal breaks.

37.3 There will be reporting to NaMIG every six months during the life of the Agreement on the incidence of missed meal breaks.

37.4 Meal breaks will be taken between the fourth and sixth hours of duty.

37.5 Breaks should be allocated for between the fourth and sixth hours and notified to employees in advance. It is the responsibility of nursing and midwifery managers to ensure this occurs.

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

37.7 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.

37.8 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.

37.9 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.

37.10 **Remain on premises**

An employee who is directed to remain on the premises during their meal break but is able to take a meal break, will receive a paid 30-minute meal break.

37.11 **Paid meal breaks in multi-disciplinary teams**

- (a) Where an employee works in a multi-disciplinary team with employees who receive a paid meal break the parties may enter into an agreement to provide a paid meal break to employees covered by this

Agreement.

- (b) In such cases the hours of duty will be inclusive of a meal break of 30 minutes duration and taken in a way that does not interfere with the continuity of work.
- (c) The purpose of this clause is to allow the members of multi-disciplinary teams to work the same hours where it is acceptable to the majority of employees affected and it is operationally convenient to do so.
- (d) The agreement must be in writing in terms agreed by the parties in the 'template meal break agreement' and signed by each of the parties.

### **38 Professional Development**

#### **38.1 Accessing Professional Development Leave**

- (a) The parties recognise the importance of professional development leave in supporting the participation of employees in professional development and encourage employees to use their entitlement.
- (b) As part of the education package at clause 67.2 of this Agreement, nurses and midwives will be provided with education on taking professional development leave, and adequately recording activities that qualify for continuing professional development points. Education will also be provided to line managers on the purpose of professional development leave and when it should be approved.
- (c) The uptake of professional development leave will be a standing agenda item for NaMCFs.
- (d) The employer will provide quarterly reports to NaMIG providing details of the uptake of professional development leave pursuant to clause 25 of the Award by employees, with targets to be set by the employer in consultation with the NaMCF. Reporting will be by classification.

#### **38.2 Temporary Employees**

- (a) Temporary employees who work more than 16 hours per fortnight and who have 12 months continuous service are entitled to Professional Development Leave in accordance with clause 25 of the Award and professional development allowance at clause 13.15 of the Award.
- (b) This pro rata arrangement applies for employees who reach 12 months continuous service in each subsequent six month period.

#### **38.3 Continuity of service for Professional Development Allowance and Leave**

- (a) For the purpose of eligibility for the professional development allowance provided at clause 13.15 of the Award and professional development leave provided at clause 25 of the Award, service is not broken so long as there is no period of more than three months between permanent or temporary engagement including where an employee is:
  - (i) on a period of casual employment; or
  - (ii) is not employed by Queensland Health.
- (b) Continuous service is not broken in circumstances where an employee moves between streams or takes on a period of temporary employment within any stream.
- (c) When an employee moves temporarily to a classification stream other than the nursing and midwifery stream, their professional development leave entitlement will be held in reserve for a two year period. Such employees will not accrue nor have access to professional development leave entitlement pursuant to this agreement until they return to the nursing and midwifery stream.

#### **38.4 Travel time for Professional Development Leave**

All reasonable travel time associated with accessing professional development leave is paid work time. Employees will not be disadvantaged by the requirement to travel to attend professional development. Travel to attend professional development will be paid at the ordinary rate for the day or days of travel.

### 38.5 Mandatory Training

- (a) For the purposes of clause 25.2(g) of the Award, 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.

### 39 Sabbatical leave

An employee may be granted leave without pay to undertake a course of study by approval of the relevant delegate. The granting of leave without pay is subject to organisational convenience and must be taken in accordance with the conditions outlined in HR Policy C7 – Special Pay “Leave without pay in other cases”.

### 40 Gender Equity

- 40.1 This Agreement satisfies the requirement under the Act that the employer has implemented, will implement or is implementing equal remuneration for work of equal or comparable value in relation to the employees covered by this agreement as follows:
- (a) The parties agree that female nurses and midwives should be represented at senior levels in Queensland Health proportionate to the number of females in the workforce. A dedicated project officer will be appointed for a period of two years to conduct a comprehensive review into the potential gender pay gap in nursing and midwifery, giving consideration to the following:
    - (i) data relating to the representation of females and males in the Queensland Health nursing and midwifery workforce;
    - (ii) current relevant legislative and policy framework and guidelines and the success or otherwise of their implementation;
    - (iii) delegated authority and processes for approving flexible working arrangements with a view to making recommendations to make this as efficient and effective as possible;
    - (iv) uptake of flexible work arrangements for men and women and the rate of approvals and barriers to approval;
    - (v) analysis of enablers and barriers to flexible working arrangements, including: return to work from parental leave; barriers to transitioning to retirement; barriers to taking annual leave at half pay; support for employees to carry out their out of work commitments, for example child and elder care;
    - (vi) current recruitment processes to consider how the processes may impact on the gender pay gap;
    - (vii) existing diversity targets within Queensland Health to consider if they should be amended for nursing and midwifery.
  - (b) The project officer will seek advice from the Special Commissioner for Equity and Diversity and the Queensland Health Diversity and Inclusion Team in conducting the review and making recommendations.
  - (c) The project officer will provide quarterly updates to NaMIG as to the progress of the above.
  - (d) Following the review, the project officer will report their findings and make recommendations to NaMIG on measures to address the gender pay gap and optimise access to flexible work arrangements in nursing and midwifery within Queensland Health.

- (e) NaMIG will review the recommendations and make recommendations to the Chief Executive.
- 40.2 The parties acknowledge that the payment of time and three quarters for working ordinary time on Sundays under the Award was less than the penalty rate payable under other Awards and Certified Agreements which apply to Queensland Public Sector employees. The penalty is increased to double time for all ordinary hours worked on a Sunday at clause 31 of this Agreement. The increase to this penalty rate will contribute to equal remuneration for employees covered by this agreement and reduce the gender pay gap.
- 40.3 Clause 40.1 provides for a project officer to investigate the gender pay inequity between males and females under this agreement and to make recommendations to address inequities.
- 40.4 The parties are committed to joint work during the life of this agreement on identifying if gender inequity exists between employees to whom this agreement applies and other employees in the Queensland public sector performing work of equal or comparable value.
- 40.5 It is recognised that the inequities may be in penalties and allowances which apply under different awards and agreements. If inequities are identified, the parties will make recommendations for how they may be remedied, however it is noted that there is no funding tied to the implementation of any recommendations.
- 40.6 Nothing in this agreement prevents a Union party to this agreement making an equal remuneration application in accordance with Chapter 5 of the Act.

**41 Night shift**

- 41.1 For the purposes of clause 15.12(d) and 23 of the Award, the penalty rates to be paid for a night shift before and during a public holiday are as follows:

Shift	Allowance
(a) Night shift before a public holiday until midnight	Shift penalty applicable for that day
(b) Night shift before a public holiday after midnight	Public holiday penalty rates
(c) Night shift on a public holiday until midnight	Public holiday penalty rates
(d) Night shift on a public holiday after midnight	Shift penalty applicable for that day

- 41.2 For the purposes of clause 15.12(b) of the Award, the night shift allowance payable for all employees on a Sunday night shift is 25%.
- 41.3 The Sunday penalty rate will apply up to 12.00 am (midnight) and the Sunday night shift penalty of 25% will apply after midnight on a Sunday night shift.
- 41.4 Fatigue management
  - (a) The parties agree to minimise fatigue on night shift. During allocated breaks, nurses and midwives 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.
  - (b) 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.

**42 Right to disconnect**

- 42.1 The employer acknowledges the importance of respecting employee’s periods of leave and rest days.
- 42.2 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.
- 42.3 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.
- 42.4 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”.

- 42.5 Subject to the above, employees are not required to read or respond to emails or phone calls outside of their effective working hours.
- 42.6 The parties will develop further guidance in relation to the right to disconnect provision over the life of the Agreement, to be incorporated into the Principles of Best Practice Rostering: Queensland Health Guidelines.

#### **43 Reasonable overtime**

- 43.1 An employer can request an employee works reasonable overtime.
- 43.2 An employee can refuse overtime if the request is unreasonable.
- 43.3 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.

#### **44 Nurses and midwives in multi-disciplinary teams**

- 44.1 Employees working in multi-disciplinary teams in a role that could be occupied by either a health practitioner or a nurse will be paid the higher rate of pay applicable to the role.
- 44.2 A nurse or midwife working in one of these roles will remain classified as a nurse or midwife, retain the title of nurse or midwife as appropriate and retain all other conditions applicable to nurses and midwives employed by the employer.
- 44.3 The entitlement to be paid a higher rate of pay at clause 44.1 will only apply where the nurse or midwife and health practitioner are working side-by-side, in the same team, performing the same role.
- 44.4 Where the top pay point of the comparable health practitioner classification is not higher than the top pay point of the nursing and midwifery classification, the employee will continue to be paid at the relevant nursing/midwifery rate of pay under this Agreement.

##### **44.5 Team leaders/Managers**

- (a) Team Leader/Manager positions may be identified as multi-disciplinary through a Nursing/Health Practitioner evaluation process.
- (b) Where it is identified an employee is engaged in a multi-disciplinary Team Leader/Manager role in a multi-disciplinary team they will be paid the higher rate of pay applicable to the role.
- (c) A nurse or midwife engaged as a Team Leaders/Managers will be classified under this Agreement and the job will have “nurse” or “midwife” included in the title.

##### **44.6 Process for evaluation of multi-disciplinary roles**

- (a) The parties agree to establish a process, within six months of certification of this Agreement, to ensure multi-disciplinary roles are subject to improved oversight, transparency and pay equity.
- (b) This process will include a requirement for the classification outcome of multi-disciplinary role decision (HP/NG) be provided at the relevant consultative forums, including the NaMCF.

#### **45 Nurses and midwives in administrative roles**

Where a job is classified as an administrative role under the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015*, but it is mandatory that the occupant of the job be registered with the



NMBA, the employee will be classified under this Agreement and the job will have “nurse” or “midwife” included in the title.

## 46 Workload management

### 46.1 Workload Management and the Business Planning Framework (BPF)

- (a) In conjunction with legislated minimum ratios, the BPF is affirmed as the agreed and industrially mandated methodology to ensure safe and sustainable workloads for nurses and midwives. In addition, the BPF addenda have been developed to clarify the application principles of the BPF and improve consistency and transparency of business planning practices in particular specialty services. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and/or midwives as being safe.
- (b) The calculation of the annual operating budget incorporates the following steps:
  - (i) Calculate total annual productive nursing/midwifery hours required to deliver service.
  - (ii) Determine skill mix/category of nursing/midwifery hours.
  - (iii) Convert productive nursing/midwifery hours into full-time equivalents.
  - (iv) Calculate non-productive nursing/midwifery hours based on the Award entitlements, as relevant.
  - (v) Convert non-productive nursing/midwifery hours into full-time equivalents.
  - (vi) Add productive and non-productive full-time equivalents together and convert into dollars.
  - (vii) Allocate nursing/midwifery hours to meet service requirements.
- (c) It is acknowledged that since its inception the BPF has been, and will continue to be, enhanced and refined and its application improved. This gives confidence within the nursing and midwifery workforce and management that this will deliver safe staffing and effectively match workforce supply and service demand.

### 46.2 BPF Resources

- (a) Each Hospital and Health Service will continue to have a minimum of one full time permanent BPF coordinator position, who is a nurse or midwife, classified at no less than Nurse Grade 7. This position is a dedicated BPF role which will provide expertise in the BPF, support the BPF Steering Committee and participate in the state-wide BPF co-ordinators network co-ordinated by OCNMO.
- (b) OCNMO will have a permanent dedicated BPF position to provide BPF expertise and co-ordinate state- wide BPF activities including BPF education and training. The state-wide BPF co-ordinators network will report through OCNMO to NaMIG quarterly on matters to be agreed.
- (c) The BPF resource co-ordinators will be responsible for reviewing the ongoing utility of the BPF addenda through the BPF Resource Network coordinated through NaMIG.

### 46.3 BPF Improvement

#### 46.3.1 Electronic BPF

- (a) The parties agree that every Hospital and Health Service should have access to a standardised/NaMIG endorsed electronic BPF tool to capture its BPF.
- (b) Hospital and Health Services currently using the eBPF should continue using the program. Those Hospital and Health Services that have not adopted the eBPF should consider the analysis undertaken under the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018* (NMEB10) with a view to adopting an eBPF.
- (c) The parties will conduct a workshop within six months of certification of this Agreement with key stakeholders to consider the cost benefit analysis undertaken in NMEB10 and consider next steps to

provide education and endorsement of a standardised state-wide eBPF.

#### 46.3.2 Timely resolution of workload concerns

- (a) The parties acknowledge the importance of ensuring workload concerns are resolved in a timely manner. To assist with the timely resolution of Stage 3 and Stage 4 workload concerns using an interest-based problem-solving approach, the parties will create a guidance note in the first 12 months following certification of this Agreement.
- (b) NaMIG will continue to oversee system monitoring of the implementation of the escalation process, particularly specialist panels, to ensure effective and timely resolution of workload concerns.
- (c) The parties agree the Environmental Analysis section of the BPF 6th Edition will be updated to prompt the consideration of the cultural factors that affect the role and functions of a service and the result impact, or potential impact, on the workload of Aboriginal and Torres Strait Islander employees in that service.

#### 46.4 BPF Governance

- (a) Each Hospital and Health Service will establish a BPF Steering Committee (or equivalent as agreed), to ensure transparency in the development and sign-off of the BPF service profiles, including direct links to the budget setting process.
- (b) The BPF Steering Committee will be a source of expertise and support for the effective implementation and monitoring of the BPF and build local sustainability across each Hospital and Health Service.
- (c) The BPF Steering Committee in each Hospital and Health Service will operate in accordance with the jointly developed terms of reference.

#### 46.5 BPF Application

- (a) Correct application of the BPF and allocation of resources includes:
  - (i) A joint BPF sign off process involving the Executive Director of Nursing and Midwifery and the Chief Finance Officer.
  - (ii) Use of joint employer and QNMU BPF documents/processes including the display of notional nurse or midwife to patient ratios for each unit and the prioritisation notice/process; and the display of legislated ratios where they apply.
  - (iii) Monitoring the workload concern escalation process; and BPF compliance.

#### 46.6 BPF Promotion

- (a) The parties commit to joint promotion, education and training in the BPF, targeted at:
  - (i) nurses and midwives, particularly NUMs/MUMs and DONs; and
  - (ii) other stakeholders, including non-nursing senior managers, Hospital and Health Service Executive members and Boards, and Human Resources staff to cultivate an understanding of the importance and benefits of the BPF.

### 47 Identified Aboriginal and Torres Strait Islander nursing and midwifery positions

- 47.1 Wherever possible, where an identified Aboriginal and Torres Strait Islander nursing or midwifery position is vacant, it will be filled or backfilled with an employee who identifies as Aboriginal or Torres Strait Islander.
- 47.2 Where an identified Aboriginal and Torres Strait Islander nursing or midwifery position is unable to be filled or backfilled with an employee who identifies as Aboriginal or Torres Strait Islander, the position should not be left vacant. In these circumstances it is reasonable to employ a person who does not possess the relevant attribute, if it assists the continuity of a critical program or activity which could not otherwise be continued if the position was not filled.

- 47.3 Aboriginal and Torres Strait Islander cultural awareness training must be undertaken by any employee who does not identify as Aboriginal or Torres Strait Islander who backfills an identified position.
- 47.4 If the position cannot be filled by an employee who identifies as Aboriginal or Torres Strait Islander, a non-identified employee may be employed in the position for no longer than 12 months. The role must be advertised as vacant at least every six months, in a further attempt to attract an identified Aboriginal or Torres Strait Islander employee to the position.
- 47.5 The parties recognise the importance of development opportunities to enable employees who identify as Aboriginal or Torres Strait Islander to progress in their careers and will provide development opportunities wherever possible.
- 47.6 Identified Aboriginal or Torres Strait Islander employees will have their professional development supported at all stages of their career through effective succession planning.
- 47.7 The parties will review the Skills Transfer Guideline during the life of this Agreement and consider how it can be used to improve succession planning for key or identified positions.

#### **48 Banked time arrangements**

- 48.1 Banked time is endorsed as a means of creating flexibility at the local level to meet the needs of the nursing and midwifery workforce and service requirements. An employee 'banks' hours by mutual agreement through upwards and downwards adjustments in accordance with business rules agreed by the parties.
- 48.2 The business rules will include:
- (a) ongoing participation by individual agreement which may be varied or withdrawn by either party at any time by reasonable notice;
  - (b) agreement by the relevant line manager;
  - (c) consideration of the broader organisational needs;
  - (d) ongoing consultation between the individual and relevant line manager;
  - (e) defined maximum credit and debit hours;
  - (f) alignment with the development of the service profile within the BPF;
  - (g) consideration of the need for managers to be able to deploy staff to different clinical units to balance workloads and meet periods of increased and decreased activity, subject to competency/skill set;
  - (h) regular audit of rosters in accordance with the Principles of Best Practice Rostering: Queensland Health Guidelines; and
  - (i) appropriate governance arrangements including record keeping.

#### **49 Development through secondment**

- 49.1 Wherever possible, an employee after a successful application process will be released to undertake a secondment, including secondment to another Government entity, that will assist in career development.
- 49.2 The decision to agree to second a nurse or midwife, or to extend a secondment, is at the discretion of the appropriate delegate. When considering a secondment, the relevant manager will take a Queensland Health-wide perspective, rather than local, including the recognition of the value of staff mobility and professional development.
- 49.3 A secondment can be refused by the employer only when there are significant operational reasons.

#### **50 Continuity of service when moving between positions**

- 50.1 Where an employee moves positions from one Hospital and Health Service to another Hospital and Health Service, or from a Hospital and Health Service to the Department, the employee's employment is not considered to be terminated by the employer unless requested by the employee.
- 50.2 To ensure an employee's entitlements transition between positions, the effective date of the movement to the new engagement/position must be continuous from the end date of the previous engagement.
- 50.3 The below entitlements will move with an employee when they transition between positions (when the movement between positions is continuous as outlined at clause 50.2 above):
- (a) annual leave balance;
  - (b) sick leave balance;
  - (c) long service leave balance;
  - (d) professional development leave balance.
- 50.4 In addition, the below entitlements will transition with the employee where the employee remains covered by this Agreement and the entitlement remains applicable to the new position:
- (a) Rural and remote incentives;
  - (b) Professional development allowance;
  - (c) Qualifications allowance (where the qualification remains relevant to the new position).

## **51 Disaster relief**

- 51.1 This clause applies where a Health Service Chief Executive or delegate determines that the HHS is required to respond to an impending or potential disaster or disaster; impending or potential public health emergency or a public health emergency, or other event that would overwhelm resources.
- 51.2 Employees will be provided with meals and water where it is possible and reasonable to do so and where the employee is unable to provide their own meals and water because they are unable to leave the facility.
- 51.3 Where an employee is unable to leave the facility, or is required to remain at the facility for long periods of time and it is reasonable and necessary, the employee will be provided with rest space, accommodation and amenities.
- 51.4 If an employee is unable to attend work or a suitable alternative place of work because of a disaster the employee will receive payment for special leave pursuant to Special leave HR Policy C7.
- 51.5 The parties agree, time off in lieu (TOIL) is inappropriate during or after a declared disaster given the need to work beyond usual hours to maintain clinical services.
- 51.6 Nurse Grade 10 and above

A Nurse Grade 10 and above may claim overtime in the following circumstances:

- (a) When a disaster has been declared under the Disaster Management Act 2003 or when an "internal" disaster, limited to a particular Hospital and Health Service (or facility/service), is declared by a Hospital and Health Service Chief Executive (or delegate).
- (b) The employee works additional hours that attract the overtime payment as a direct consequence of the declared disaster. All claimed overtime must have been worked in order to maintain clinical services, either during or after a declared disaster.
- (c) All overtime must be authorised and paid in accordance with clause 20.2 of this Agreement.

## **52 Access to leave entitlements**

- 52.1 The parties recognise the right of employees to access all leave entitlements contained in the Award and this

Agreement.

#### 52.2 Annual leave

- (a) The parties recognise the importance of annual leave in supporting employees to manage fatigue.
- (b) The employer will provide quarterly reports to NaMIG providing details of annual leave usage by employees.

#### 52.3 Domestic and Family Violence Leave

- (a) An employee, other than a casual employee, is entitled to 10 days of domestic and family violence leave on full pay in a year in accordance with section 52, 53 and 54 of the *Industrial Relation Act 2016*.
- (b) A long term casual employee is entitled to 10 unpaid days of domestic and family violence leave in a year in accordance with sections 52, 53 and 54 of the *Industrial Relations Act 2016*.

#### 52.4 Cashing Out Long Service Leave

Employees are entitled to cash out their accrued long service leave after becoming eligible for long service leave on compassionate grounds or on the ground of financial hardship.

### 53 Rural and Remote Directors of Nursing

Employees whose positions were reclassified from Nurse Grade 9 to Nurse Grade 10 in accordance with clause 38.4 of the NMEB10 will continue to retain an entitlement to the qualifications allowance and additional weeks leave while they remain employed in the reclassified Nurse Grade 10 position.

### 54 Remote Area Nursing Incentive Package (RANIP)

54.1 The Modified Monash Model (MMM) is the tool for classifying sites as remote.

54.2 Locations classified at MMM6 (remote) and MMM7 (very remote) may be designated as RANIP locations.

54.3 To address attraction and retention challenges, a Hospital and Health Service may seek approval of the Chief Executive to have a MMM6 or MMM7 location designated as a RANIP location and be able to provide some or all of the current RANIP entitlements.

54.4 Such applications must be made in accordance with HR Policy C2 – *Remote Area Nursing Incentive Package (RANIP)*.

#### 54.5 Isolation allowance

- (a) RANIP employees will be paid the annual isolation allowance at clause 13.2 of the Award, except where they are eligible for a greater allowance under clause 13.8 of the Award.
- (b) To avoid any doubt, this clause applies to the extent of any inconsistency with clause 13.2(c) of the Award.

### 55 Priority transfers for employees who have completed remote service

The parties will develop during the life of the agreement, principles and a process to ensure that remote service is given appropriate consideration when an employee who has undertaken a period of remote service applies to undertake a position in a rural or metropolitan facility.

### 56 Remote flexible roster agreement

56.1 Where the employer identifies a need to consider alternative strategies to recruit and retain a nurse or midwife to a particular MMM6 or MMM7 location, it may enter into a remote flexible roster agreement with an employee.

56.2 A remote flexible roster arrangement can only be made by agreement between the employer and the

employee concerned.

- 56.3 A remote flexible roster agreement will operate similarly to a purchased leave agreement, allowing an employee to purchase periods of leave by fortnightly deductions from net salary over a period of time. The fortnightly salary deductions are set aside and accessed as “salary” during periods of leave without pay. Those periods will be free from duty but paid through the deductions previously accrued and allow the employee to travel away from the designated remote area.
- 56.4 A remote flexible roster agreement template, setting out the terms of such agreements, will be developed by the parties in the first six months of the Agreement and must be used when parties enter into a remote flexible roster agreement.
- 56.5 Employees who enter into a remote flexible roster agreement will have the following conditions apply:
- (a) Where they are employed in a designated RANIP location they will continue to be eligible for RANIP entitlements on a pro rata basis in accordance with their individual agreement.
  - (b) All reasonable travel expenses related to the remote flexible roster agreement – including travel time to and from the employee’s home (away from the MMM6 or MMM7 location), travel time to the workplace and accommodation will be met by the employer.
  - (c) The employer will provide accommodation while the employee is at the remote workplace.
  - (d) The annual leave entitlements will apply in accordance with clause 35 of this Agreement depending upon the type of service in which the employee works.
  - (e) The employee must use accrued annual leave, professional development leave or long service leave during periods the employee is rostered “away” from the remote location.

## **57 Job Security**

- 57.1 The employer is committed to maximising job security for its permanent nurses and midwives.
- 57.2 The parties acknowledge that job security for nurses and midwives assists in ensuring workforce stability, cohesion and motivation.
- 57.3 Job reductions by forced redundancies will not occur.
- 57.4 Volunteers and other unpaid persons will not be used to fill funded vacant positions.

## **58 Permanent Employment**

- 58.1 In accordance with the employer’s commitment to job security, permanent employment is the default basis of employment for all employees.
- 58.2 As the foundation of good workforce planning and productivity, the employer is committed to maximising permanent employment and will maintain a rate of at least 90% permanent employment of nurses and midwives in Hospital and Health Services.
- 58.3 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.
- 58.4 Without limiting clause 58.3 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.
- 58.5 Also without limiting clause 58.3 above, permanent employment may be viable and appropriate if a person is required to be employed for a purpose mentioned in clause 58.4 on a frequent or regular basis.
- 58.6 A casual employee will not be engaged to permanently or temporarily fill any full-time or part-time position which should be filled by a permanent or temporary employee. A casual employee may be engaged to meet emergent circumstances such as unexpected or unplanned leave for short periods.
- 58.7 The employer supports the accepted industrial principle that temporary and casual nurses and midwives 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.
- 58.8 NaMIG reporting:
- (a) The makeup of the workforce in terms of types of employment will be reported quarterly in accordance with the reporting requirements at Schedule 4 to this Agreement.
  - (b) The employer will provide quarterly reports to NaMIG on the conversion of temporary and casual employees covered by this Agreement, in accordance with section 149B of *the Public Service Act 2008*. The reports will include the number of employees eligible for conversion (two years service) and the number of employees converted, by Hospital and Health Service.

## 59 Part-time hours review

- 59.1 Permanent part-time employees, following approval, may work more than their substantive (contracted) hours on an ad-hoc or temporary basis.
- 59.2 Where an employee works more than their substantive (contracted) hours on a regular basis over a 12 month period, the employee may request in writing to amend their substantive permanent part-time hours to reflect the increased hours worked.
- Provided that if an employee has been working additional hours prior to the operative date of this Agreement, time spent working those hours may be counted in the 12 months. If an employee has worked a full 12 months of additional hours prior to the operative date, they may make a request for a change to their contracted hours immediately.
- 59.3 When assessing a request to review part-time hours, the employer will consider whether the additional hours that have been worked by the employee are:
- (a) a result of an employee being absent on leave, such as annual leave, long service leave, parental leave, or workers compensation. If there is likely to be an ongoing need in the work unit for the backfill of leave, the employee may be considered for a permanent increase in contracted part-time hours; or
  - (b) due to a temporary increase in hours only in response, for example, to the specific needs of a resident or client; or
  - (c) worked backfilling a different position or work undertaken in a different type of role.
- 59.4 Requests to amend substantive permanent part-time hours cannot increase the establishment of a work unit.
- 59.5 Requests to amend substantive permanent part-time hours must not be unreasonably refused.
- 59.6 If an employee is refused an increase to their contracted hours pursuant to this clause, they must be provided with written reasons for the decision within seven days of the making of that decision.

## 60 Contracting Out

- 60.1 It is the clear policy of the employer not to contract out or to lease current services. The parties are

committed to maximising permanent employment where possible. There will be no contracting out, outsourcing or leasing of services currently provided by the employer at existing sites except in the following circumstances:

- (a) in the event of critical shortages of skilled staff;
- (b) the lack of available infrastructure capital and the cost of providing technology;
- (c) extraordinary or unforeseen circumstances; or
- (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

60.2 In circumstances where contracting out occurs due to the existing workforce not having the required skill set to undertake the project or roles required, the employer agrees to provide evidence of this. Where contracting out occurs, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills or knowledge.

#### 60.3 Consultation Processes – General

- (a) Where the employer is considering contracting out or leasing current services, the union will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.
- (b) For the purpose of consultation, the union will be given relevant documents. The employer will ensure that the union is aware of any proposals to contract out or lease current services. It is the responsibility of the union to participate fully in discussions on any proposals to contract out or lease current services.
- (c) If, after full consultation as outlined above, nurses and midwives are affected by the necessity to contract out or lease current services, the employer will:
  - (i) negotiate with the union employment arrangements to assist nurses and midwives to move to employment with the contractor;
  - (ii) ensure that nurses and midwives are given the option to take up employment with the contractor;
  - (iii) ensure that nurses and midwives are given the option to accept deployment/redeployment with the employer; and
  - (iv) ensure that as a last resort, nurses and midwives are given the option of accepting voluntary early retirement.

#### 60.4 NaMIG Approval

Regarding the lack of available infrastructure capital and the cost of providing technology, and where it can be clearly demonstrated that it is the public interest that such services should be contracted out, contracting out cannot occur until agreement is obtained at NaMIG, providing that such agreement will not be unreasonably withheld.

#### 60.5 Consultation Processes – Emergent Circumstances

- (a) The employer can contract out or lease current services without full consultation with the union in cases where any delay would cause immediate risks to patients and/or detriment to the delivery of public health services to the Queensland public.
- (b) Where possible, the employer will engage in rapid consultation with the Union utilising an interest-based problem solving approach before a final decision is implemented.
- (c) In all cases information must be provided to the union and tabled for discussion at the next NaMIG, for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
  - (i) in the event of critical shortages of skilled staff; or



- (ii) extraordinary or unforeseen circumstances.

## **61 Collocation**

- 61.1 If it is intended that there are further collocations of public and private health services, full consultation will occur at the outset with the union.
- 61.2 Collocation of public and private health services will not result in the diminution of public health services or public sector industrial relations standards in Queensland. Collocation agreements will not diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to the private health sector.

## **PART 4 – CONTINUING NURSING AND MIDWIFERY WORKFORCE ENHANCEMENT**

### **62 Innovation and professional engagement**

- 62.1 The parties recognise the elements of a good working environment for nurses and midwives are:

- (a) enough nurses and midwives to provide care of reasonable quality;
- (b) participation by nurses and midwives in hospital governance and decision making;
- (c) responsiveness of management in resolving problems in patient care;
- (d) excellent communication and collaboration between doctors and nurses;
- (e) investment in a highly qualified nursing/midwifery workforce; and
- (f) institutional commitment to quality and safety.

- 62.2 The parties are committed to proactively participate in continuous improvement to promote new and effective methods of work that deliver increasingly efficient, effective and patient centred clinical practices while maintaining appropriate clinical outcomes.

- 62.3 The parties agree changes to work practices should be informed by the development of new models of care that are evidence based and properly meet the needs of the community, nurses and midwives and the employer.

- 62.4 The employer acknowledges it will not adopt a negative cost cutting approach to pursuing productivity enhancements and is committed to ensuring adequate resources are allocated to maximise the full potential of any agreed initiatives.

#### **62.5 Nursing and Midwifery Excellence**

- (a) Queensland Health and the QNMU agree that this Agreement provides a critical mechanism to demonstrate recognition, respect and reward for the nurses and midwives employed by Queensland Health. Advancing nursing and midwifery excellence is a shared commitment of Queensland Health and the QNMU who will work in partnership to achieve this at the local facility and central levels via the NaMCFs and centrally via NaMIG.
- (b) The shared objectives for advancing nursing and midwifery excellence include:
  - (i) supporting and improving the delivery of safe, high quality patient care across Queensland;
  - (ii) developing and retaining high performing nursing and midwifery services;
  - (iii) leading and influencing nursing and midwifery's contribution in health service delivery and design;
  - (iv) developing and progressing opportunities for inter-professional clinical collaboration; and
  - (v) positively contributing and growing organisational commitment to safety and quality.

### **63 Scope of Practice Project**

- 63.1 The Chief Executive is committed to enabling system change that ensures Nurses and Midwives are able to work to full scope of practice.
- 63.2 NaMIG will establish a joint working group with a dedicated funded project officer for the life of the Agreement to investigate system change required to allow nurses and midwives to work to their full scope of practice.
- 63.3 The project will develop a strategy to overcome structural barriers that inhibit nurses and midwives working to their full scope to optimise health outcomes and achieve efficiencies in the Health system.
- 63.4 The project will include, but not be limited to, consideration of the following:
- (a) a definition of full scope of practice;
  - (b) investigation of opportunities for criteria led discharge;
  - (c) mapping opportunities for own source revenue;
  - (d) mapping where nurses and midwives are not currently working to full scope of practice;
  - (e) investigation of how full scope of practice applies for enrolled nurses and enrolled nurses advanced skills;
  - (f) investigation of the process for credentialling of nurse practitioners and endorsed midwives with a view to developing recommendations for best practice;
  - (g) the role of endorsed midwives;
  - (h) innovative models of care currently being utilised and how they could be expanded or duplicated.

### **64 Nursing and Midwifery Workforce Planning**

- 64.1 The parties agree the focus of ongoing collaboration relevant to nursing and midwifery workforce planning continues to be in the priority areas of:
- (a) Attraction, recruitment and retention of nurses and midwives;
  - (b) Effective management of workloads and workforce planning;
  - (c) A consistent approach to models of contemporary nursing and midwifery practice;
  - (d) Nursing education and development frameworks;
  - (e) Work-life balance strategies for nurses and midwives;
  - (f) Promoting an effective, efficient and value-based health system that is affordable and meets the growing needs of Queenslanders;
  - (g) Improving accountability, innovation and responsiveness through realising policy commitments to better meet community needs; and
  - (h) Optimising the opportunities to access all sources of health care funding.
- 64.2 The role of NaMIG in workforce planning
- (a) The Chief Executive recognises that NaMIG is the peak consultative forum for the advancement of the industrial and professional interests of the Queensland Health nursing and midwifery workforce.
  - (b) It is acknowledged that NaMIG will continue to advance the interests and issues of the nursing and

midwifery workforce through:

- (i) strategic consideration of current and emerging nursing and midwifery workforce issues in Queensland Health; and
  - (ii) providing strategic advice to the Chief Executive and the Executive Management Team on issues affecting nursing and midwifery.
- (c) Given the current and emerging workforce challenges, this will be a particular focus for NaMIG for the life of this Agreement.

## **65 Nursing and Midwifery Clinical Education roles**

- 65.1 The parties recognise the essential role of nursing and midwifery clinical education services (nurse and midwife educators, facilitators and coaches) in leading and supporting nursing and midwifery professional practice through workforce capability development.
- 65.2 In recognition of the integral role that learning has to the provision of quality health care, each Hospital and Health Service must undertake appropriate planning to ensure that there are sufficient nurse and midwife clinical education resources to support both professions educational demands each financial year and/or where changes to nursing and midwifery service delivery occurs.
- 65.3 Nursing and midwifery clinical educators, facilitators and coaches must not be used to fill roster vacancies or leave, except in exceptional circumstances.

## **66 Nurse Practitioners**

- 66.1 Nurse Practitioners will have 20% of their rostered hours allocated away from direct clinical duties to support them to work to their full scope of practice.
- 66.2 The parties recognise that Nurse Practitioner Candidates must be provided with the necessary academic and clinical support consistent with the regulator and academic requirements.

## **67 Nursing and midwifery governance**

- 67.1 The parties acknowledge the value of a nursing and midwifery voice in governance at both the strategic and operational level within the health system, including:
- (a) the leadership role of Executive Directors of Nursing and Midwifery, and participation in decision-making within the Hospital and Health Service;
  - (b) the Executive Directors of Nursing and Midwifery having responsibility for professional standards and practice for nursing and midwifery;
  - (c) the relationship between the employer and the QNMU at central and local facility level;
  - (d) the leadership role of Executive Directors of Nursing and Midwifery Forum, NaMIG and NaMCFs;
  - (e) the strategic policy directions and governance for nursing and midwifery provided by OCNMO;
  - (f) the authority of nurses and midwives at all levels over their own professional practice;
  - (g) relationship with other consultative forums;
  - (h) health service planning;
  - (i) workforce planning including recruitment and retention, skill mix and staff profile;
  - (j) effective, efficient and responsible resource management including nursing and midwifery budget;
  - (k) future and emerging funding options;
  - (l) nursing and midwifery input into Hospital and Health Services;

- (m) clinical networks;
- (n) research;
- (o) review and planning for technology/new systems and processes e.g. Payroll, eHealth records;
- (p) partnership with consumers to actively participate in improvements in care; and
- (q) interface with external stakeholders including the education sector, professional bodies, regulatory bodies and interdepartmental agencies.

#### **67.2 Nursing and midwifery industrial framework training**

The parties agree to:

- (a) Develop and deliver joint training to nursing line managers and NaMCF members about the industrial relations framework (including the Principles of Best Practice Rostering: Queensland Health Guidelines) which covers the employer and employees, the content of industrial instruments and compliance with industrial instruments; and
- (b) Develop a tool kit for line managers and nurses and midwives to support them in understanding and implementation of industrial entitlements.

### **68 Rostering**

For the purposes of clause 15.5(e) of the Award, rosters must be displayed in a place conveniently accessible to employees at least 14 days before the commencement of each four-weekly work cycle.

#### **68.1 Principles of Best Practice Rostering: Queensland Health Guidelines**

- (a) The parties agree the Principles of Best Practice Rostering: Queensland Health Guidelines continue to be an important tool to promote and facilitate consistency of practice with respect to rostering across Queensland Health. The parties agree the guidelines should inform all rostering.
- (b) Employees responsible for rostering should be familiar with the Guidelines and where possible use them in the creation of rosters.
- (c) The parties will update the Best Practice Rostering Guidelines to include work undertaken in accordance with clause 49.1 of the NMEB10 and to consider changed requirements in this Agreement, including in relation to fatigue leave following telephone recall and the right to disconnect.

### **69 Midwifery Generic Level Statements**

- 69.1 The parties have developed new Generic Level Statements for midwives Grades 5 to 7. The new Generic Level Statements are outlined at Schedule 8 to this Agreement.
- 69.2 Assessments of new or reclassified midwifery positions must be carried out in accordance with the new Generic Level Statements.
- 69.3 It is not intended that the new Generic Level Statements will impact on the classification of current midwifery positions.

### **70 Midwifery Models of Care**

- 70.1 The parties acknowledge midwifery led models of care are central to facilitating:
  - (a) Evidence based models of care;
  - (b) Women centred models of care; and
  - (c) Midwives working to full scope of practice.

- 70.2 The employer recognises a midwife exercising a right to private practice, and with admitting rights to a facility of the employer, should not be restricted from being an employee of the employer.
- 70.3 The employer agrees that midwives with endorsement for scheduled medicines may apply their endorsement in practice where it is consistent with their role description. In this case, the midwife will provide evidence of registration as a midwife with endorsement to the employer annually.
- 70.4 The employer acknowledges that reflective practice contributes to research and practice development and is recognised as indirect hours which should be considered when building a service profile.
- 70.5 The parties acknowledge the increase in acuity and complexity in the delivery of maternity care for women and babies across the continuum of care. It is recognised that midwives provide care to women and babies.
- 70.6 Local agreements for a midwifery model of care will continue to be developed in accordance with Schedule 3 to the Award. Prior to implementation, local agreements must be signed by the Hospital and Health Service Chief Executive and the Secretary of the QNMU.

## **71 Nurse/Midwife Unit Managers**

- 71.1 NUMs and MUMs are entitled to overtime according to clause 20.2 of this Agreement. Requests for approval of overtime by NUMs and MUMs will not be unreasonably refused.
- 71.2 Nursing and midwifery will be a high priority for the roll-out of the Integrated Workforce Management Program.
- 71.3 Administrative staff whose jobs are no longer required to be done as the Integrated Workforce Management Program comes on line will be offered jobs providing administrative assistance to NUMs and MUMs as a first option wherever possible.

## **72 Graduate Nurse/Midwife Transition Support**

- 72.1 The parties recognise the importance of supporting graduate nurses and midwives and that this will occur using the lifelong learning pathway.
- 72.2 80% of graduate nurses or midwives employed by the employer across Queensland will be transitioned to permanent employment within 18 months of their employment in the graduate program, where a graduate who is employed in the employer's graduate program cannot be employed on a permanent basis in the first instance.
- 72.3 Graduate nurses and midwives may be appointed on a permanent basis in accordance with clause 58 of this Agreement.
- 72.4 Graduate nurses and midwives may be appointed outside of the employer's graduate program and on a permanent basis where the unit can provide the appropriate supervision and training.
- 72.5 In addition to all current graduate nurse transition support provided by the employer, graduates (whether employed on a graduate program or not) will also receive:
  - (a) equivalent to one additional week training for each graduate nurse or midwife; and
  - (b) equivalent to one week backfilling for Nurse Grade 5 at the ratio of one experienced registered nurse or registered midwife to six new graduates.

## **73 Undergraduate Students in Nursing and Midwifery**

- 73.1 The parties acknowledge that Undergraduate Students in Nursing (USINs) and Undergraduate Students in Midwifery (USIMs) are recognised as valuable roles to enhance workforce planning.
- 73.2 Hospital and Health Services are encouraged to explore the utilisation and engagement of USINs and USIMs in models of care where appropriate and where the unit can provide appropriate supervision and training.

## **PART 5 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

### **74 Collective Industrial Relations**

- 74.1 The employer is committed to collective agreements with unions and does not support non-union agreements or individual contracts.
- 74.2 The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of a union in the workplace and the traditionally high levels of union membership in the workplaces subject to this Agreement.
- 74.3 The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.
- 74.4 The parties agree certain matters that apply to nurses and midwives covered by this Agreement will be preserved and incorporated as terms of this Agreement and contained within Schedule 5 to this Agreement.
- 74.5 The matters contained within Schedule 7 to this Agreement as they apply to nurses and midwives covered by this Agreement cannot be amended unless agreed by the parties.
- 74.6 It is further agreed that any increases in monetary amounts as a result of QIRC decisions, government policy, or Directives under the *Hospitals and Health Boards Act 2011*, or any replacement legislation, will be applied.

### **75 Organisational Change and Restructuring**

- 75.1 The parties agree that organisational change and restructuring will be conducted in accordance with the notification and consultation requirements at clauses 11.1, 11.2 and 11.3 of the Award.
- 75.2 When the employer decides to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.
- 75.3 The employer and the QNMU agree to use the Queensland Health Change Management Guidelines, which provide the process for consultation for organisational change and restructuring.

### **76 Consultative Forums**

- 76.1 The parties agree that an interest based approach (mutual gains) will be adopted at the central and local facility level to ensure the appropriate implementation of this Agreement. The parties recognise an interest based approach:
- (a) promotes a relationship based on trust;
  - (b) allows the parties to search for mutual gains while managing conflicts of interest; and
  - (c) maximises the opportunity to arrive at a fair outcome.
- 76.2 The parties agree fair and transparent decision making and an interest based bargaining approach will facilitate the advancement of positive cultural change within nursing and midwifery.

### **77 Nursing and Midwifery Consultative Forums (NaMCF)**

- 77.1 Each Hospital and Health Service will establish and maintain a NaMCF in accordance with clause 11.6 of the Award.
- 77.2 The NaMCF will operate in accordance with the template terms of reference in Schedule 5 to this Agreement, as agreed by the parties.

### **78 Nurses and Midwives Implementation Group (NaMIG)**

- 78.1 NaMIG will operate in accordance with the terms of reference in Schedule 4 to this Agreement, as agreed by the employer and the QNMU.

78.2 NaMIG will have equal representation from the employer and the QNMU.

78.3 NaMIG is responsible for oversight of the implementation of this Agreement including all initiatives and projects.

## **79 Technology**

79.1 Nurses and midwives are critical stakeholders in the development, implementation and evaluation of new and improved software and other technology systems.

79.2 The introduction of new technology can have a significant and ongoing impact on workloads. As such the impact must be taken into account in the BPF build.

## **80 Workplace Health and Safety**

80.1 The parties to this Agreement are committed to continuous improvement in workplace health and safety standards through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment.

All nurses and midwives will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.

80.2 Local work health and safety committees will continue to oversight progress on local work health and safety issues.

80.3 The Workplace Health and Safety Advisory Committee, jointly with the employer and the public health sector unions, will continue to oversight progress on workplace health and safety issues.

80.4 Further, without limiting the issues which may be included, the parties agree to address the following issues:

- (a) guidelines on security for health care establishments;
- (b) aggressive behaviour management;
- (c) psycho-social risk;
- (d) workplace harassment;
- (e) working off-site;
- (f) workplace rehabilitation;
- (g) workers' compensation;
- (h) management of ill or injured nurses and midwives; and
- (i) guidelines for work arrangements (including hours of work).

80.5 Prevention of occupational violence

The parties will work together to advance the 2016 Occupational Violence Taskforce recommendations.

80.6 Imminent Risk to Safety

An employee may cease, or refuse to carry out, work if the employee has a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

80.7 Employee to notify if ceases work

An employee who ceases work under this clause must:

- (a) as soon as practicable, notify their line manager that they have ceased work under this clause unless the employee ceased work under the direction from a health and safety representative; and
- (b) remain available to carry out suitable alternative work.

#### 80.8 Alternative work

If an employee ceases work under this clause, the line manager may direct the worker to carry out suitable alternative work at the same or another workplace if that work is safe and appropriate for the employee to carry out until the employee can resume normal duties.

#### 80.9 Court attendance

Employees will be allowed paid time to attend court or other relevant tribunal where they have been a victim of assault at work or if they are required to attend as a witness to an assault at work.

#### 80.10 Car Parking

- (a) A Health Service Directive was issued with an effective date of 1 July 2017. Its purpose is to provide safe, accessible and affordable car parking at Queensland's public hospitals for patients, their carers, visitors and hospital employees.
- (b) A guideline on the Health Service Directive on the provision of staff parking was issued with the same effective date. Hospital and Health Services are to follow this guideline when developing and reviewing their local hospital staff car parking arrangements.

#### 80.11 Isolated Employees

NaMIG will monitor implementation by the Hospital and Health Services of the recommendations made by the Isolated Nurses and Midwives Sub Committee under the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018*.

### **81 Workplace Bullying**

The employer recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.

## **PART 6 – NO FURTHER CLAIMS**

### **82 No Further Claims**

82.1 This Agreement is in full and final settlement of all parties' claims for its duration except where provided for in this Agreement. Unless specified otherwise, no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action. This clause does not prohibit or restrict an application being made under Chapter 5, Part 3 of the Act for an Equal Remuneration Order.

82.2 It is agreed that the following changes may be made to nurses and midwives' rights and entitlements during the life of this Agreement:

- (a) General Rulings and Statements of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;
- (b) any improvements in conditions determined on a whole-of-government basis; and
- (c) re-evaluation of positions.

82.3 Unless inconsistent with the terms of this Agreement, the entitlement of nurses and midwives covered



by this Agreement as contained in awards, agreements, human resources policies, and Directives or Determinations made under the *Hospital and Health Boards Act 2011* effective at the date of this Agreement will not be reduced for the life of this Agreement.

## **SCHEDULES**

### **SCHEDULE 1 – Wage rates**



**SCHEDULE 2 – Allowances**

Allowance	Clause		As from 1/04/2022	As from 1/04/2023	As from 1/04/2024
	Award	Agreement	\$	\$	\$
Pharmacy allowance – Public Hospitals (per hr)	13.14(a)		2.55	2.65	2.73
Relieving in-charge allowance (per shift)	13.16	25	14.96	15.56	16.03
Operating theatre allowance – Public Hospitals (per shift)	13.12		3.46	3.60	3.71
Hyperbaric allowance (per week)	13.6		28.50	29.64	30.53
Mental health environment allowance (per f/n)	13.9	30	56.99	59.27	61.05
X-Ray and radium allowance (per f/n)		23	25.39	26.41	27.20
Targeted training allowance for Assistants in Nursing (per f/n)	13.18		38.39	39.93	41.13
After hours management allowance - Public Hospitals (per shift)		26	20.00	20.00	20.00
Laundry Allowance (per f/n)	13.7		5.01	5.21	5.37
Nurse Practitioner Allowance (per f/n)		29	208.90	217.25	\$223.77

On Call Allowance	Description	As from 1/04/2022	As from 1/04/2023	As from 1/04/2024
		\$	\$	\$
Nurse Grade 3 and above	Saturday, Sunday, Public Holidays, Rostered Days Off and Accrued Day Off - per on call period between rostered shifts or part thereof	52.59	54.69	56.33
	Monday to Friday - per on call period between rostered shifts or part thereof	28.75	29.90	30.80
Nurse Grade 1	Saturday, Sunday, Public Holidays, Rostered Days Off and Accrued Day Off - where on call for the whole day <sup>2</sup>	52.59	54.69	56.33
	<b>Night Only</b> - Saturday, Sunday, Public Holidays and Rostered Days Off and Accrued Day Off-	33.06	34.38	35.41
	Any other night – per night <sup>1</sup>	28.75	29.90	30.80

*Notes:*

- night** means between 1700 and 0800 or mainly between these hours.
- whole day** means a 24 hour period.

Professional development allowance			
Category	September 2022*	March 2023*	Total annual payment
Category B	\$1,688.50	\$1,688.50	\$3,377.00
Category A	\$1,351.00	\$1,351.00	\$2,702.00
Category C	\$1,013.00	\$1,013.00	\$2,026.00
Category	September 2023*	March 2024*	Total annual payment
Category B	\$1,756.00	\$1,756.00	\$3,512.00
Category A	\$1,405.00	\$1,405.00	\$2,810.00
Category C	\$1,053.50	\$1,053.50	\$2,107.00
Category	September 2024*	March 2025*	Total annual payment
Category B	\$1,808.50	\$1,808.50	\$3,617.00
Category A	\$1,447.00	\$1,447.00	\$2,894.00

**Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022**

Category C	\$1,085.00	\$1,085.00	\$2,170.00
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\* payment in final period of month

### SCHEDULE 3 – Mental health environmental allowance

Hospital and Health Service (HHS)	High secure units	Secure mental health rehabilitation units (SMHRU)	Mental health intensive care units (MHICU)
Metro South	PAH High Secure Unit		PAH – High Dependency Unit Logan – Ward 2L Redland Hospital – Yugaipa High Dependency Unit
Metro North		TPCH – SMHRU Red/Cab - SMRHU	RBWH – Psychiatric Emergency Centre (PEC) Red/Cab – Ward 2 Red/Cab – Ward 1 – Satellite PICU TPCH – East Wing TPCH – West Wing
Gold Coast			GCUH – Pandanus Unit GCUH – Melaleuca Unit Robina – Acacia Unit
Townsville		Alec Illin Secure Mental Health Rehabilitation Unit	Adult Acute Mental Health Unit
Mackay			Mackay Base Hospital Mental Health Unit – Psychiatry Intensive Care Unit (PICU)
Darling Downs		Bailie Henderson Hospital – Ridley Unit	AMHU – High Dependency Unit (including Jarrowair unit)
Cairns and Hinterland			Psychiatry Intensive Care Unit (PICU)
Sunshine Coast			SCUH – MHICU Nambour General Hospital - Pandanus
West Moreton	High Secure Inpatient Service (HSIS) Statewide Service – The Park for Mental Health - Daintree, Franklin, Kuranda, Kondalilla, Tamborine, Sarabah	Specialist Mental Health Rehabilitation Unit (SMHRU) Statewide Service – The Park for Mental Health – Cassowary, Bilby, Bandicoot Extended Forensic Treatment Rehabilitation Unit (EFTRU) Statewide Service - The Park for Mental Health (Secured at night only)	Ipswich Hospital - High Dependency Unit

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<b>Hospital and Health Service (HHS)</b>	<b>High secure units</b>	<b>Secure mental health rehabilitation units (SMHRU)</b>	<b>Mental health intensive care units (MHICU)</b>
Wide Bay			Maryborough Inpatient Unit Bundaberg Inpatient Unit
Central Queensland			Mental Health Intensive Care Unit

**SCHEDULE 4 – Reporting Obligations to NaMIG**

Subject	Clause	Reporting frequency
1. Upgrades to payroll system	15	Monthly
2. Uptake of professional development leave including breakdown by: <ul style="list-style-type: none"> <li>• NG3 and 4</li> <li>• NG5</li> <li>• NG6</li> <li>• NG7</li> <li>• NG8</li> <li>• NG9</li> <li>• NG10 and above</li> </ul>	38.1(d)	Quarterly
3. Usage of annual leave	52.2(b)	Quarterly
4. Workforce reporting – number and make-up, movement in number and make-up	58.8	Quarterly
5. Graduate conversion rates	72.2	Six monthly
6. Temp to perm conversion rates	58.8(b)	Quarterly



## **SCHEDULE 5 – Nursing and Midwifery Consultative Forum Model Terms of Reference**

### **1. Purpose**

- 1.1. The Nursing and Midwifery Consultative Forum (NaMCF) provides a timely and effective consultative forum on nursing and midwifery issues at the local facility/service level. This forum has both a strategic and operational focus where patient/client focused quality nursing and midwifery services and models are developed and maintained, and emergent nursing and midwifery issues are dealt with promptly and fairly.

### **2. Scope**

- 2.1. This NaMCF includes nursing and midwifery services for:

*insert name of facility or services to be covered (e.g. the NaMCF could cover all community based nursing and midwifery services in a Hospital and Health Service in which case the name of the Hospital and Health Service and the services covered would need to be clearly stated.)*

### **3. Definitions**

**Award** means *Nurses and Midwives (Queensland Health) Award – State 2015*

**Agreement** means *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022*

**NaMIG** means Nursing and Midwifery Implementation Group

**QNMU** means the Queensland Nurses and Midwives' Union

### **4. Objectives**

The objectives of this NaMCF include but are not be limited to:

- 4.1. Provide an effective forum for consultation on nursing and midwifery matters, including the implementation of the Agreement at the local level, through the adoption of an interest based approach (mutual gains) to problem solving. An interest based approach aims to:
- (a) Promote a relationship based on trust;
  - (b) Strengthen relationships;
  - (c) Search for mutual gains while managing conflicts of interest; and
  - (d) Arrive at fair outcomes in an effective and efficient manner.
- 4.2. Ensure that effective communication and change management processes and practices relating to nursing and midwifery issues are developed, implemented and monitored.
- 4.3. Provide a prompt and effective mechanism for the management of nursing and midwifery workloads and ensure the appropriate application of the Business Planning Framework: a tool for workload management as a workforce planning tool.
- 4.4. Implement at the local level, agreed initiatives and projects arising from the Agreement including those with NaMIG oversight.

- 4.5. Develop and maintain a positive and supportive workplace culture in which the contribution of nurses and midwives to the delivery of quality patient/client focused services is recognised and appropriately valued.

## **5. Reporting relationship**

### 5.1. Hospital and Health Service Consultative Forum (HHSCF)

- (a) The NaMCF will report regularly to the HHSCF or equivalent through the tabling of NaMCF minutes at the HHSCF.
- (b) Any unresolved issues at NaMCF may be escalated to the HHSCF or equivalent for discussion and resolution as appropriate.

#### 5.1.1. Nursing and Midwifery Implementation Group (NaMIG)

- (a) The NaMCF will provide six monthly reports to NaMIG as requested by NaMIG to support the implementation of the initiatives and project outlined in the Agreement.
- (b) Issues relating to implementation of the Agreement that cannot be resolved at NaMCF or HHSCF may be escalated to NaMIG in accordance with the dispute resolution clause of the Agreement.

## **6. Membership**

- 6.1. NaMCF will comprise of equal numbers of representatives from the Hospital and Health Service and QNMU.

- 6.2. The Hospital and Health Service representatives:

*List name and title of management representatives*

- 6.3. The QNMU representatives:

*List name and title of union representatives*

## **7. Observers/content experts**

- 7.1. Observers and content experts may be co-opted to attend meetings as agreed and deemed necessary by members of the NaMCF. However, such persons do not assume membership and cannot participate in any decision-making processes of the NaMCF.

- 7.2. A NaMIG member may attend meetings of the NaMCF with prior notice to the NaMCF Chair.

## **8. Chairing**

- 8.1. The Chair will be rotated on an equitable basis, as agreed, between the Hospital and Health Service and QNMU representatives.

## **9. Quorum**

- 9.1. A meeting cannot commence unless at least half of the Hospital and Health Service representatives and half of the QNMU representatives are present at the agreed starting time.

- 9.2. Where it is judged by one side or the other that insufficient members of either side's team are present, the session will be rescheduled until a sufficient number of members are able to attend. Any such rescheduling will occur with the agreement of both parties.

**10. Secretariat**

- 10.1. A secretariat will be provided by the Hospital and Health Service nursing executive for the purpose of recording and preparing minutes, agendas, correspondence and other relevant administrative tasks.

**11. Meeting frequency**

- 11.1. The NaMCF shall meet at least ten (10) times annually, and at other times as requested by members of the committee.

- 11.2. The NaMCF will meet at:

*Insert set meeting time and date e.g. first Wednesday of the month at 2.00pm.*

- 11.3. Meetings can also be convened more frequently than monthly to deal with emergent issues. When such meetings are called they should be scheduled at a time and venue that facilitates optimal attendance by NaMCF members.

**12. Attendance at meetings**

- 12.1. NaMCF members will attend meetings or provide an authorised proxy.

**13. Preparation and report back**

- 13.1. NaMCF QNMU representatives will be able to meet during work times with QNMU members for the purpose of consulting with members and reporting back to QNMU members on issues raised in meetings.

**14. Framework for ongoing functioning of the NaMCF**

- 14.1. The parties commit to negotiate in good faith (within the interest-based problem solving framework) to achieve the stated objectives of the NaMCF.

- 14.2. To give practical effect to the concept of good faith negotiations, Hospital and Health Service and QNMU representatives will:

- (a) prepare well;
- (b) endeavor to secure effective and flexible mandates;
- (c) act professionally towards each other;
- (d) treat each other with respect;
- (e) set and maintain agreed timetables;
- (f) allow for caucuses where needed by a party;
- (g) refrain from tactics which have the effect of undermining confidence in the implementation process;
- (h) listen carefully to each other's' submissions;
- (i) endeavour to understand, and in so far as they are able, provide for each other's interests;
- (j) avoid personality issues influencing discussions and behaviour, i.e. separate the person from the problem;
- (k) avoid confrontational and highly positional communication styles;

- (l) adopt a problem-solving, solution orientated approach to the issues; and
- (m) demonstrate leadership in dealing with principals/constituencies.

**15. Agenda items**

- 15.1. Agenda items may be submitted by any nurse or midwife to NaMCF members or the NaMCF secretariat seven days prior to the date of the next meeting.
- 15.2. Emergent issues can be placed on the agenda by NaMCF members as general business or these can be dealt with understanding agenda items.
- 15.3. Standing agenda items include, but are not limited to:
  - (a) Nursing and midwifery workloads and implementation of BPF;
  - (b) Nursing and midwifery recruitment and vacancy rates;
  - (c) Nursing and midwifery education and development;
  - (d) Models of nursing and midwifery;
  - (e) Working arrangements;
  - (f) Work-life balance strategies for nurses and midwives; and
  - (g) Reporting on use of professional development leave
  - (h) Career and classification, including any new roles and role descriptions to comply with Policy B7.
  - (i) Nurse Navigator permanency
  - (j) General Business

**16. Distribution of minutes**

- 16.1. Unconfirmed minutes of the previous meeting shall be distributed within seven calendar days of each meeting and in accordance with the distribution list as determined by NaMCF.
- 16.2. Minutes will be recorded in a format that clearly identifies actions, person responsible for the action and date by which action is to be completed. Minutes should not be unnecessarily detailed, but should focus on capturing actions required.
- 16.3. Confirmed minutes will be distributed to all NaMCF participants and other recipients as determined by NaMCF; and will also be distributed across the Hospital and Health Service to facilitate access by any local nurse or midwife.

**17. Sub committees**

- 17.1. The NaMCF may establish sub-committees or working parties as they think necessary to promote effective implementation and problem-solving on any issue.

**18. Access to information**

- 18.1. The Hospital and Health Service and QNMU representatives on the NaMCF intend to be open with one another and share information in as timely a manner as possible.
- 18.2. It is acknowledged that certain issues being examined may be of a confidential and sensitive nature which will require members and the secretariat to exercise utmost tact and discretion and ensure any confidential information will remain confidential.
- 18.3. Information that is to remain confidential should be declared as such prior to tabling. If it is not accepted by NaMCF members as confidential then the party may elect not to table the information.
- 18.4. It is accepted that where assembling information will involve effort and expense the parties will endeavour to limit their requests of each other to information that is relevant to and useful for implementation.

**19. Commitment to consultation**

- 19.1. The Hospital and Health Service and the QNMU are committed to ensuring that appropriate consultation occurs at all levels regarding nursing and midwifery matters. This includes involving employees and their union representatives in the decision-making processes affecting the nursing and midwifery workforce.
- 19.2. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.
- 19.3. Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.
- 19.4. Organisational change - All significant organisational change and/or restructuring that will impact on the workforce (eg job reductions, deployment to new locations, major alterations to current service delivery arrangements) will be subject to the employer establishing such benefits in a business case which will be tabled for the purposes of consultation at the NaMCF. A business case is not required for minor changes or minor restructuring.

**20. Support services to union representatives**

- 20.1. The employer recognises the constructive role democratically elected QNMU delegates undertake in relation to union activities that support and assist members. Union representatives involved in any NaMCF will be entitled to the following:
  - (a) necessary time off at no loss of expected remuneration (to be assessed on an individual basis). Such time is to be deemed as service for all purposes. This time off may be used for the purposes of preparation for attendance, reporting back and travelling to and from attendance at such consultative forum meetings;
  - (b) access to Hospital and Health Service facilities such as word processing, photocopying, postal system and telephone, email (in line with Hospital and Health Service policy) and storage facilities; and
  - (c) a meeting room with usual facilities to enable them to discuss matters associated with the NaMCF.
- 20.2. Support will be provided to union representatives of the NaMCF to enable them to participate in, or undertake NaMCF endorsed activities without increasing or deferring their workload.
- 20.3. Backfilling should occur where the work of the representative of the NaMCF is required to be undertaken in his/her absence. Backfilling issues should be addressed at the work unit level between staff and supervisors.
- 20.4. Should a dispute arise on backfilling it should be referred to HHSCF and subsequently to NaMIG.
- 20.5. Proxies for a QNMU representative will have the same entitlements as the QNMU representative, provided the NaMCF has been advised of their status.

**21. No disadvantage to employees**

- 21.1. Employees who are members of the NaMCF will not be disadvantaged or suffer discrimination as a result of these activities.
- 21.2. There is a general principle that employees attend meetings of the NaMCF without loss of salary. This also applies to reasonable time required for preparation, travelling and reporting back to members.
- 21.3. It is not intended that employees will be required to come in on days off to attend NaMCFs. Wherever possible, meetings should be scheduled to maximise attendance within work hours or a proxy should be made available. Whenever employees are required to attend meetings of the NaMCF outside their normal hours of work, time off in lieu (TOIL) and overtime is available.

**22. Training**

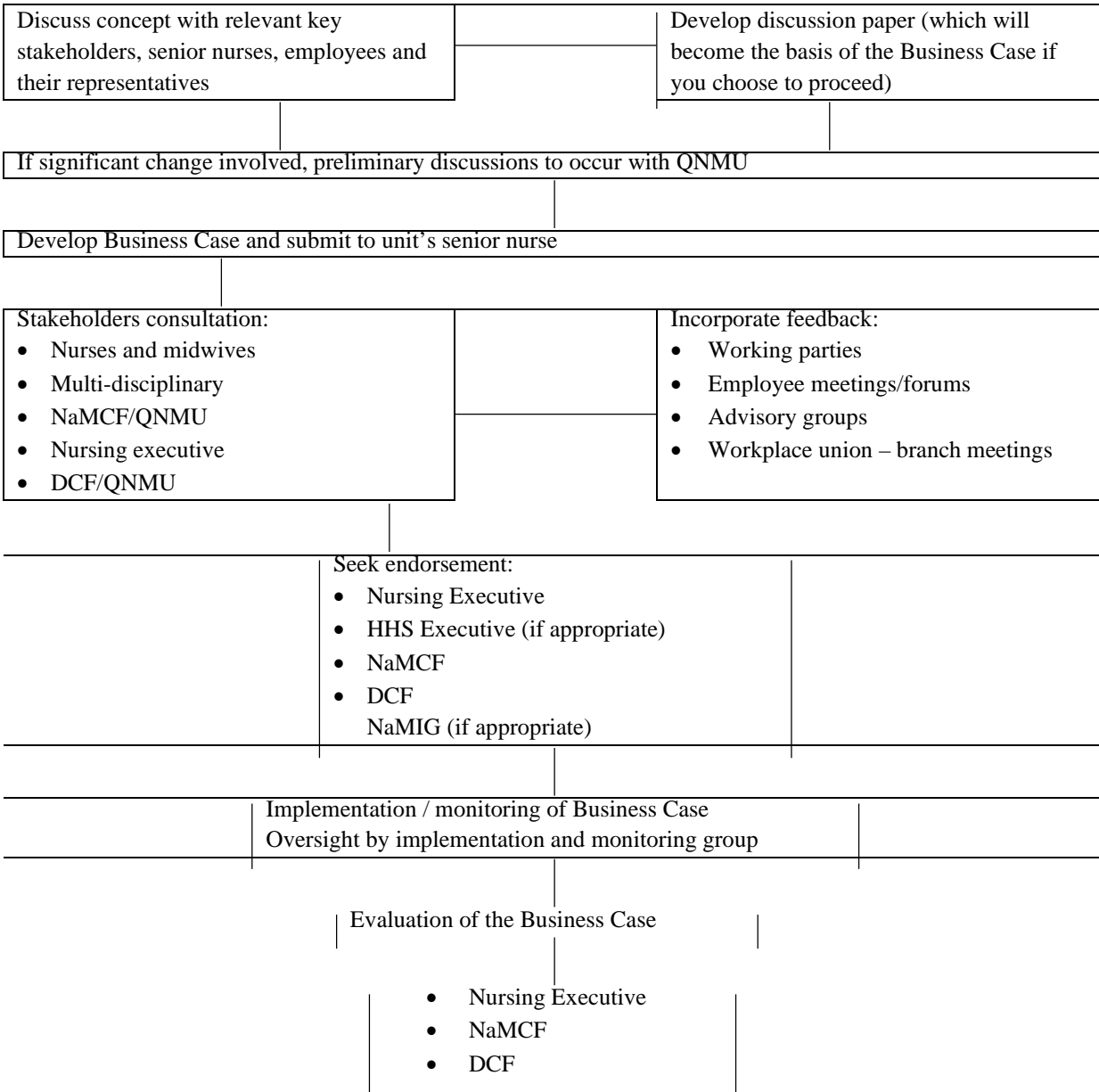
- 22.1. NaMCF members are encouraged to undertake necessary training in interest based problem solving to assist fulfilling their role. Time off for training will be available at no disadvantage to the employee. Backfilling is to be agreed as necessary at the facility level.
- 22.2. Without limiting individual training requirements, agreed joint training will be conducted where it is determined that this is required by NaMCF.

**23. Dispute resolution**

- 23.1. Resolution of disputes will occur according to the relevant dispute resolution procedure, as described at clause 11 of the Agreement.
- 23.2. This process aims to settle disputes quickly while avoiding escalation by resolving issues as close as possible to the level where the dispute has occurred. This will be achieved through the provision of information, explanation, consultation, cooperation and negotiation.
- 23.3. While the dispute procedure is being followed, normal work is to continue except in the case where an employee has a reasonable concern about an imminent risk to his or her health and safety.
- 23.4. The status quo existing before the emergence of a dispute is to continue whilst the dispute procedure is being followed. The Hospital and Health Service will ensure that nurses and midwives will not work in an unsafe environment.
- 23.5. No party shall be prejudiced as to the final settlement by the continuation of work. Where appropriate, matters may be referred to NaMIG. Matters under consideration involving other occupational groups may be referred to the HHSCF for consideration.

**Attachment 1**

**NURSING & MIDWIFERY BUSINESS CASE FLOW CHART**



## **SCHEDULE 6 – Nurses and Midwives Implementation Group Model Terms of Reference**

The Nurses and Midwives Implementation Group (NaMIG) comprises representatives of Queensland Health (meaning the Hospital and Health Services and Department of Health) and representatives of the Queensland Nurses' Union (QNMU) as parties to the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022* (the Agreement).

Queensland Health and the QNMU agree to adopt an interest based problem solving approach to ensure the appropriate implementation of the Agreement at the central and local facility level. An interest based approach aims to:

- (a) promote a relationship based on trust;
- (b) search for mutual gains while managing conflicts of interest; and
- (c) arrive at a fair outcome.

NaMIG is the peak consultative forum for the advancement of the industrial and professional interests and issues of the Queensland Health nursing and midwifery workforce.

### **1. Overview**

- 1.1. NaMIG is an active, continuing body that utilises four discrete modes of operation to arrive at outcomes - consultation, negotiation, problem solving and communication. The particular mode of operation is dependent on the issues under consideration and the nature of the mandates secured by the parties they represent.
- 1.2. NaMIG is the principal forum for consultation between Queensland Health and the QNMU on all matters relevant to interpretation, application and implementation of the Agreement.
- 1.3. The Terms of Reference for NaMIG should be read and interpreted in conjunction with the provisions of the Agreement.

### **2. Role**

- 2.1. As well as being the principal forum for consultation between Queensland Health and the QNMU on all matters relevant to the Agreement, NaMIG is responsible for ensuring the implementation of the initiatives and projects contained in the Agreement.
- 2.2. Queensland Health and the QNMU recognise NaMIG advances the interests and issues of the Queensland Health nursing and midwifery workforce by:
  - (a) implementing the initiatives contained within the Agreement;
  - (b) strategic consideration of current and emergent nursing and midwifery workforce issues in Queensland Health;
  - (c) providing strategic advice to the Director General and the Executive Management Team (EMT) on issues affecting nurses and midwives;
  - (d) approving consultative arrangements such as Nurses and Midwives Consultative Forums (NaMCFs), consistent with the commitment to consultation contained within the Agreement; and



- (e) monitoring the effectiveness of consultative forums and their outcomes relating to the Agreement.

### 3. Definitions

Consultation	The timely exchange of information relevant to the issues at hand, and a genuine desire for the consideration of each party's views, before making a final decision.
Hospital and Health Consultative Forum	Joint management and union consultative forum at the Hospital and Health Service level.
Local Consultative Forum (LCF)	Joint management and union consultative committee, which is authorised as a sub-group of a Hospital and Health Consultative Forum.
Nursing and Midwifery Consultative Forum (NaMCF)	Joint management and union consultative committee, established to specifically address nursing and midwifery issues at a Hospital and Health Service level.

### 4. Structures, Processes and Mechanisms

Membership- management	The Director General, Department of Health will determine the management representatives on NaMIG.
EMT sponsor	An Executive Management Team (EMT) sponsor is a member of the EMT. The EMT sponsor will attend meetings, dependant on availability, to represent the views of Queensland Health's executive and to support the advancement of nursing and midwifery interests and issues.
Membership- union	QNMU will determine its representatives on NaMIG. Union representatives will be full-time officials and/or workplace delegates/representatives.
Total number of participants	Queensland Health and the QNMU will jointly determine the total number of NaMIG representatives and agree to keep the total number at a manageable level.
Quorum	A quorum will consist of at least three union representatives and three management representatives.
Chair	The role of chair will alternate between management and union representatives in the absence of a facilitator.
Sub groups	NaMIG may form sub groups to address particular aspects of its function.  NaMIG will duly authorise all sub-groups which will report back to NaMIG. NaMIG will establish Master Terms of Reference for all sub groups.
Other participants	NaMIG may invite or approve in advance other persons to attend meetings of the NaMIG and/or sub groups.  Such persons do not assume membership of the NaMIG.

Secretariat	<p>Queensland Health will provide a secretariat for the purpose of recording and preparing minutes, agendas, correspondence and other relevant administrative tasks.</p> <p>The Secretariat will liaise with members of the NaMIG as required.</p>
Frequency of meetings	<p>NaMIG will convene at least ten times annually or more if agreed.</p>
Agenda	<p>NaMIG members should submit agenda items to the NaMIG Secretariat not less than one week prior to the next scheduled meeting. The parties will agree on the date for the next meeting at the outset of each meeting. This does not prevent NaMIG addressing any emergent issues.</p>
Minutes	<p>The Secretariat will distribute the minutes to NaMIG membership within ten working days of the meeting.</p>
Decision making	<p>NaMIG members expect to decide all matters through consensus.</p>

## Attachment 1

Referral from a Hospital and Health Service Consultative Forum (HHSCF) or NaMCF to NaMIG

**Date:**

**Referral by:**

(Tick one box only)

- HHSCF or NMCF (referred by agreement) where agreement cannot be reached on an item
- HHSCF or NMCF (referred by agreement) where NaMIG endorsement is required
- Referral by management (no agreement reached on matter)
- Referral by union (no agreement reached on matter)

### HHSCF (or equivalent)

#### Background

This section must include a brief description of the issues/matter in sufficient detail to enable NaMIG to understand and consider the matter and determine the relevant process for the prevention and settlement of disputes has occurred.

#### Recommendation

This section sets out the action the HHSCF or NaMCF requires NaMIG to take eg. for noting, actioning, approval, resolution.

#### Issues

This section contains an account of the matter under consideration and the supporting argument as to why a course of action is warranted.

This section must detail the consultation undertaken to date, the dates the HHSCF or NaMCF considered the matter and whether or not the HHSCF or NMCF has reached agreement on this matter.

If the HHSCF or NaMCF has not reached agreement, this section must include details of the unresolved areas or aspects of the matter.

## SCCHEDULE 7 – Preserved Human Resource Policies and Guidelines

This schedule incorporates employment policies and guidelines as terms of this Agreement. The relevant policies and guidelines are as follows:

<b>HR Policy group</b>	<b>Matter</b>
<b>B23</b>	Permanent Employment
<b>B24</b>	Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs
<b>B25</b>	Temporary Employment
<b>B26</b>	Casual Employment
<b>B38</b>	Graduate Nurse Employment
<b>B39</b>	Hours - Directors of Nursing and Assistant Directors of Nursing
<b>C2</b>	Remote Area Nursing Incentive Package (RANIP)
<b>C26</b>	Parental Leave
<b>C30</b>	Environmental Allowance – Mental Health High Security and Medium Secure Units
<b>C32</b>	Compulsory Christmas/New Year Closure
<b>C38</b>	Long Service Leave
<b>C39</b>	Industrial Relations Education Leave
<b>C40</b>	Special Leave Without Salary to Undertake Work with Relevant Union
<b>C50</b>	Seminar and Conference Leave – Within and Outside Australia
<b>D5</b>	Accommodation Assistance – Rural and Remote Incentive
<b>F4</b>	Union Encouragement
<b>G15</b>	Professional Development Package for Nurses and Midwives Grade 3 (Enrolled Nurses) and above
<b>W1</b>	Work Health and Safety
<b>Guidelines</b>	Guide for employers and employees considering a request for flexible work arrangements
	Flexible work requests – checklist
	Transition to Retirement Guide

## SCCHEDULE 8 – Midwifery Generic Level Statements

### S8.1 Midwife Grade 5

#### Midwife

An employee who is a midwife who:

- (a) provides midwifery services within health service settings; and
- (b) demonstrates competence in the provision of midwifery care as specified by registration requirements, NMBA standards and codes, educational preparation, relevant legislation, and context of care.

#### Autonomy

- (a) Practises independently and interdependently.
- (b) Assumes accountability and responsibility for own actions and delegation of care to registered nurses, enrolled nurses, assistants in midwifery, midwifery students and healthcare workers.
- (c) Demonstrates evidence of increasing autonomy and exercises greater levels of professional judgement in the clinical environment as the employee moves from a beginning to experienced practitioner.

#### Title

- (a) Midwife

Domain 1: Woman Centred Care	Domain 2: Evidence Based Midwifery Practice	Domain 3: Collaboration	Domain 4: Culturally Safe Midwifery Practice	Domain 5: Midwifery Education and Research	Domain 6: Leadership and Clinical Governance
<ul style="list-style-type: none"> <li>• Builds partnerships with the woman and her family.</li> <li>• Supports the woman's informed choice.</li> <li>• Advocates for the woman and her family.</li> <li>• Provides safe and individualised quality midwifery care (social, cultural, physical, emotional, contextual and psychological).</li> <li>• Engages in and promotes midwifery</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates and provides professional midwifery knowledge, skills, and expertise for safe and quality midwifery practice.</li> <li>• Assesses and promotes midwifery practice that is underpinned by contemporary evidence.</li> <li>• Applies critical application of the evidence for practice.</li> <li>• Advocates and provides unbiased evidence-based information.</li> </ul>	<ul style="list-style-type: none"> <li>• Plans and documents care in collaboration with the woman, appropriate services, and health professionals.</li> <li>• Ensures the woman and her family are empowered to make decisions regarding her care.</li> <li>• Consults and provides timely referrals according to evidenced based guidelines.</li> <li>• Communicates using inclusive and woman centred language that</li> </ul>	<ul style="list-style-type: none"> <li>• Promotes equity and social inclusion.</li> <li>• Respects, protects, and advocates for women's rights.</li> <li>• Respects, protects, and advocates for upholding human rights.</li> <li>• Recognizes and respects Aboriginal and/or Torres Strait Islander culture and history and considers this in their engagement and care for Aboriginal and/or Torres Strait Island</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates a commitment to further education, professional development, and ongoing learning.</li> <li>• Participates in midwifery education and research.</li> <li>• Maintains currency of mandatory competencies.</li> <li>• Maintains documentation of Continuing Professional Development activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Communicates clearly, consults in a timely way, escalates care in accordance with guidelines and protocols.</li> <li>• Understands the importance of clinical governance processes.</li> <li>• Participates in Quality Improvement activities that promotes humanising maternity care for women's babies and families.</li> <li>• Reports potential and actual risk to physical, social, cultural,</li> </ul>

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<p>led continuity of carer models of care.</p> <ul style="list-style-type: none"> <li>• Develop in partnership with the woman, individualised care plans for antenatal, postnatal, and intrapartum care and may extend to women's health, reproductive and sexual health, and child and family health care.</li> <li>• Provides relational continuity of care to build trust and rapport for safe shared decision-making, and an understanding of the individual context.</li> <li>• Engages and involves the woman's primary supports and health networks.</li> <li>• Ensures evidence-based midwifery practice.</li> <li>• Provides health promotion.</li> <li>• Facilitates health literacy.</li> <li>• Practices in accordance with the NMBA Midwife standards for practice.</li> <li>• Advocates for the profession of midwifery.</li> <li>• Supports women's autonomy</li> <li>• Provide midwifery care in any setting</li> </ul>	<ul style="list-style-type: none"> <li>• Actively engages in and mentors peers in reflective practice.</li> <li>• Responsible for a specific population of women and families and able to function in more complex situations while providing support and direction to registered nurses/registered midwives, enrolled nurses, unregulated healthcare workers and other healthcare workers.</li> <li>• Demonstrate advanced clinical and critical thinking skills, including expert planning and coordination in the clinical management of women and families.</li> <li>• Knowledge and application of contemporary midwifery practice and theory.</li> </ul>	<p>is positive and respectful.</p> <ul style="list-style-type: none"> <li>• Supports the woman's safety as she navigates her relationships with her family, and colleagues.</li> <li>• Identifies and facilitates contexts' that optimise collaboration between the woman and health providers.</li> <li>• Demonstrates increasing confidence and competence in professional midwifery expertise.</li> <li>• Provides midwifery input into the development of complex care planning.</li> <li>• Collaborate in clinical and organisational governance.</li> <li>• Work collaboratively with peers and others to create a positive practice environment that achieves best practice outcomes for women and families accessing maternity and child health services.</li> <li>• Proactively engage with the clinical midwife and others to achieve best practice outcomes within the positive practice environment.</li> </ul>	<p>women, as well as Aboriginal and/or Torres Strait Islander babies.</p> <ul style="list-style-type: none"> <li>• Employs best practice when using an interpreter.</li> <li>• Demonstrates an awareness of local cultural groups and understands how this might impact engagement with services and care provided.</li> <li>• Recognises the value and involves the 'voice' of the consumer to inform midwifery practice.</li> <li>• Participates and supports co-designed maternal and child health services.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates skills using information technology and social media with awareness of privacy legislation.</li> <li>• Critically appraises research and evidence sources.</li> <li>• Contribute and engage in quality maternal and child health care through lifelong learning including transition to practice/graduate, reflective practice and professional supervision, mentoring, peer group supervision and networking.</li> <li>• Apply midwifery research and innovation within the practice environment.</li> </ul>	<p>psychological, and emotional safety and quality of clinical care.</p> <ul style="list-style-type: none"> <li>• Practices self-evaluation of midwifery practice.</li> <li>• Develops and applies autonomous practice, self-determination, and self-governance for safe clinical practice.</li> <li>• Seeks opportunities to participate in professional activities.</li> <li>• Ensures efficient and responsible use of resources.</li> <li>• Participates in health promotion activities.</li> <li>• Provides a culturally safe and responsive healthcare service aligning to health equity principles.</li> <li>• Report and participate in incident investigation and quality improvements to promote safe and/or rectify unsafe practice.</li> </ul>
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<p>including the home, community, hospitals, clinics, or health units to assess needs, plan and implement or coordinate appropriate service delivery in partnership with women and/or other healthcare providers.</p> <ul style="list-style-type: none"> <li>• Demonstrates skills in the prioritisation of, actions and the outcomes of own midwifery practice.</li> <li>• Provides woman centered care by working to full scope of practice.</li> </ul>					
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## **S8.2 Midwife Grade 6, Band 1**

An employee who is a registered midwife who:

- (a) provides midwifery services in health service settings; and
- (b) is responsible for a portfolio with a focus on clinical care/leadership, management, education and/or research. The activities required of roles at this level are predominantly clinical in nature, but also provide support to a midwife Grade 7 or above in management activities.

### **Autonomy**

- (a) Practises autonomously.
- (b) Provides leadership in clinical decision making to give and/or coordinate care to particular recipients of healthcare services.
- (c) Assumes responsibility for professional leadership for a ward, service, or unit in the absence of the Midwife Grade 7.
- (d) Applies critical thinking across all the domains.

### **Title**

- (a) Clinical Midwife

<b>Domain 1:</b>	<b>Domain 2:</b>	<b>Domain 3:</b>	<b>Domain 4:</b>	<b>Domain 5:</b>	<b>Domain 6:</b>
<b>Woman Centred Care</b>	<b>Evidence Based Midwifery Practice</b>	<b>Collaboration</b>	<b>Culturally Safe Midwifery Practice</b>	<b>Midwifery Education and Research</b>	<b>Leadership and Clinical Governance</b>
<ul style="list-style-type: none"> <li>• Accountable for partnerships with the woman and her family.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates and provides professional midwifery knowledge,</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitates and develops collaborative practice with peer</li> </ul>	<ul style="list-style-type: none"> <li>• Promotes and oversees equity and social inclusion.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates a commitment to further education,</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitates effective communication,</li> </ul>

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<ul style="list-style-type: none"> <li>• Facilitates the woman’s informed choice.</li> <li>• Advocates for the woman and her family; responsible for supporting midwives and other multidisciplinary team members in their advocacy.</li> <li>• Provides safe and individualised quality midwifery care (social, cultural, physical, emotional, contextual, and psychological).</li> <li>• Engages in and advocates for and promotes midwifery led continuity of carer models of care.</li> <li>• Provide mentorship to multidisciplinary team members to develop in partnership with the woman, individualised care plans for antenatal, postnatal, and intrapartum care and may extend to women's health, reproductive and sexual health, and child and family health care.</li> <li>• Promotes and role models’ relational continuity of care including building trust and rapport for safe decision-making and an understanding</li> </ul>	<p>skills, and expertise for safe and quality midwifery practice.</p> <ul style="list-style-type: none"> <li>• Assesses and promotes midwifery practice that is underpinned by contemporary evidence.</li> <li>• Applies critical application of the evidence for practice.</li> <li>• Advocates and provides unbiased evidence-based information.</li> <li>• Actively engages in and mentors peers in reflective practice.</li> <li>• Responsible for a specific population of women and families and able to function in more complex situations while providing support and direction to registered nurses/registered midwives, enrolled nurses, unregulated healthcare workers and other healthcare workers.</li> <li>• Demonstrate advanced clinical and critical thinking skills, including expert planning and coordination in the clinical management of women and families.</li> <li>• Knowledge and application of contemporary</li> </ul>	<p>groups, teams and others to create a positive practice environment that achieves best practice outcomes for women and families accessing maternal and child health services.</p> <ul style="list-style-type: none"> <li>• Develops and strengthens staff skills to ensure the woman, and her family are empowered to make decisions regarding her care.</li> <li>• Monitors and develops processes that ensure timely consultation and referrals according to evidence-based guidelines.</li> <li>• Develops and monitors pathways for a positive practice environment that provides for communication that uses inclusive and woman centred language that is positive and respectful.</li> <li>• Supports midwives and promotes systems that protect the safety of women in their relationships with her family, and colleagues.</li> <li>• Develops staff skills and environments for positive collaborative practice.</li> </ul>	<ul style="list-style-type: none"> <li>• Respects, protects and role models advocacy for women’s rights.</li> <li>• Respects, protects and role models the advocacy and upholding of human rights.</li> <li>• Provides and oversees individualised culturally safe care.</li> <li>• Applies practice that incorporates the recognition and respect for Aboriginal and/or Torres Strait Islander culture and history, in particular when engaging with and caring for Aboriginal and/or Torres Strait Islander woman as well as Aboriginal and/or Torres Strait Islander babies.</li> <li>• Role models and facilitates best practice when using an interpreter.</li> <li>• Creates a culture that celebrates diversity.</li> <li>• Involves the consumer to inform midwifery practice.</li> <li>• Participates and supports co-designed maternal and child health services across community and service models to meet needs of local cultural groups.</li> </ul>	<p>professional development, and ongoing learning of self and facilitates professional development of others.</p> <ul style="list-style-type: none"> <li>• Use contemporary information, research evidence, personal knowledge, and experience to support translating contemporary evidence to practice.</li> <li>• Maintains own and supports currency of mandatory competencies of other midwives.</li> <li>• Assumes responsibility for a professional portfolio of Continuing Professional Development activities.</li> <li>• Demonstrates proficient skills using information technology and social media with awareness of privacy legislation.</li> <li>• Critically appraises research and evidence sources to develop innovative practice.</li> <li>• Support, encourage and advocate for lifelong learning at all levels.</li> <li>• Promotes a research and innovation culture in the practice area</li> </ul>	<p>consultation, and escalation processes.</p> <ul style="list-style-type: none"> <li>• Participates in clinical governance of service</li> <li>• Ensures best practice in continuous improvement of the safety and quality of services that promotes humanizing maternity care for women babies and families.</li> <li>• Participates in risk management processes to promote physical, social, cultural, psychological, and emotional safety and quality of clinical care.</li> <li>• Benchmarks and evaluates midwifery practice.</li> <li>• Fosters practice and assist in the development of models that support autonomous practice self-determination, and self-governance for safe clinical practice.</li> <li>• Promotes and provides delegated professional advisory/representation for health service.</li> <li>• Ensures efficient and responsible use of resources, (may monitor by holding a professional portfolio).</li> <li>• Encourages colleagues in health promotional activities.</li> </ul>
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<p>of the individual context.</p> <ul style="list-style-type: none"> <li>• Strengthens and connects with the woman's primary supports and community health networks.</li> <li>• Ensures evidence-based midwifery practice.</li> <li>• Role models skills in the delivery of health promotion.</li> <li>• Recognises and facilitates understanding in accordance with the various levels of health literacy.</li> <li>• Advanced understanding of and practices in the NMBA Midwife standards for practice.</li> <li>• Advocates for and raises the profile of the profession of midwifery.</li> <li>• Role models, supports, and strengthens women's autonomy.</li> <li>• Provide midwifery care and peer support in any setting including the home, community, hospitals, clinics, or health units to assess needs, plan and implement or coordinate appropriate service delivery in partnership with</li> </ul>	<p>midwifery practice and theory.</p>	<ul style="list-style-type: none"> <li>• Provides opportunities for staff to develop confidence and competence in professional midwifery expertise.</li> <li>• In collaboration with the Midwife Grade 7: Promotes and leads midwifery input into complex care planning.</li> <li>• Collaborate and promote participation in clinical and organisational governance.</li> <li>• Work collaboratively with peers and others to create a positive practice environment that achieves best practice outcomes for women and families accessing maternity and child health services.</li> <li>• Provide support, guidance, mentoring, preceptorship, role modelling and promote cooperation and collaborative teamwork.</li> </ul>		<p>and facilitates the ability of midwives to continually embed best practice into their scope of practice.</p> <ul style="list-style-type: none"> <li>• Identify inconsistencies between policy and practice.</li> </ul>	<ul style="list-style-type: none"> <li>• Role models and facilitates the provision of a culturally safe and responsive healthcare service aligning to health equity principles.</li> <li>• Engage in incident reporting/investigation and conduct quality improvements audits and develop risk minimisation strategies/activities to promote safe and /or rectify unsafe practice.</li> <li>• Proactively engage with colleagues and others to support midwifery leadership.</li> </ul>
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women and/or other healthcare providers. <ul style="list-style-type: none"> <li>• Role models skills in the prioritisation of care and woman centered care.</li> <li>• Facilitates woman centered care by working to full scope of practice.</li> </ul>					
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### **S8.3 Midwife Grade 6, Band 2**

An employee who is a registered midwife who is employed as an associate to a Midwife Grade 7 and demonstrates:

- (a) competence in the provision of midwifery care as specified by registration requirements, NMBA standards and codes, educational preparation, relevant legislation, and context of care and reports professionally to a Midwife Grade 7; and
- (b) specialised clinical expertise, greater experience and/or specialised skills in clinical care, leadership, management, education and or research.

Classification may include but is not limited to:

- (a) Provision of clinical, professional and/or education and research advice.
- (b) Professional portfolio content and context expertise.

#### **Autonomy**

- (a) Advanced level of autonomous clinical and professional practice and decision making in collaboration with a Midwife Grade 7 or above.
- (b) Applies operational leadership and principles of clinical governance in collaboration with Midwife Grade 7 or above.
- (c) Operationalises the strategies that support a work-based culture that promotes and supports education, learning, research and workforce development. (d) Applies critical thinking and expert clinical judgement across all the domains.

#### **Indicative title/s**

- (a) Associate Clinical Midwife Consultant
- (b) Associate Midwife Unit Manager
- (c) Associate Midwife Manager
- (d) Associate Midwife Educator
- (e) Associate Midwife Researcher

<b>Domain 1:</b>	<b>Domain 2:</b>	<b>Domain 3:</b>	<b>Domain 4:</b>	<b>Domain 5:</b>	<b>Domain 6:</b>
<b>Woman Centred Care</b>	<b>Evidence Based Midwifery Practice</b>	<b>Collaboration</b>	<b>Culturally Safe Midwifery Practice</b>	<b>Midwifery Education and Research</b>	<b>Leadership and Clinical Governance</b>
<ul style="list-style-type: none"> <li>• Accountable for supporting and developing other employees upholding of partnerships with</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitate the development of professional midwifery knowledge, skills, and expertise to</li> </ul>	<ul style="list-style-type: none"> <li>• Facilitates and develops collaborative practice with peer groups, teams, and others to create a positive practice</li> </ul>	<ul style="list-style-type: none"> <li>• Promotes continuing skill development and reflection with staff on the provision of health care that promotes and</li> </ul>	<ul style="list-style-type: none"> <li>• Coordinate and provide for further educational and professional development opportunities.</li> </ul>	<ul style="list-style-type: none"> <li>• Oversees effective communication, consultation, and escalation processes.</li> <li>• Participate in the development of and</li> </ul>

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<p>the woman and her family.</p> <ul style="list-style-type: none"> <li>• Accountable for supporting and developing employee’s facilitation of the woman’s informed choice.</li> <li>• Advocates for the woman and her family. Responsible for supporting and skill development in midwives and other multidisciplinary team members in their advocacy.</li> <li>• Integrate and translate the principles of safe and individualised quality midwifery care (social, cultural, physical, emotional, contextual, and psychological) for the midwifery team.</li> <li>• Implements and evaluates midwifery led models of care.</li> <li>• Develops, promotes, and evaluates in partnership with the woman, individualised care plans for antenatal, postnatal, and intrapartum care and may extend to women's health, reproductive and sexual health, and child and family health care.</li> </ul>	<p>ensure staff provide safe and quality midwifery practice.</p> <ul style="list-style-type: none"> <li>• Promotes and facilitates midwifery practice that is underpinned by contemporary evidence.</li> <li>• Develops critical application of evidence for practice in staff.</li> <li>• Advocates and provides the unbiased use of evidence-based information in staff.</li> <li>• Builds skills and promotes opportunities for peer review and reflective practice.</li> <li>• Responsible for supporting midwives who provide care to a specific population of women and families with complexities or in complex situations.</li> <li>• Responsible for an expert level of support and development of midwives’ competence and confidence in midwifery practice.</li> <li>• Knowledge, application, and development of staff in contemporary</li> </ul>	<p>environment that achieves best practice outcomes for women and families accessing maternal and child health services.</p> <ul style="list-style-type: none"> <li>• Develops and strengthens staff skills to ensure the woman, and her family are empowered to make decisions regarding her care.</li> <li>• Monitors and develops processes that ensure timely consultation and referrals according to evidence-based guidelines.</li> <li>• Develops and monitors pathways for a positive practice environment that provides for communication that uses inclusive and woman centred language that is positive and respectful.</li> <li>• Supports midwives and promotes systems that protect the safety of women in their relationships with her family, and colleagues.</li> <li>• Develops staff skills and environments for positive collaborative practice.</li> <li>• Provides opportunities for staff to develop confidence and competence in professional midwifery expertise.</li> </ul>	<p>oversees equity and social inclusion.</p> <ul style="list-style-type: none"> <li>• Works with the Grade 7 to nurture an ethos that respects and protects women’s rights.</li> <li>• Supports the Grade 7 to nurture an ethos that respects and protects human rights.</li> <li>• Provides and oversees individualised culturally safe care.</li> <li>• Recognises and respects Aboriginal and/or Torres Strait Islander culture and history and considers this in their engagement with and care for Aboriginal and/or Torres Strait Islander women as well as Aboriginal and/or Torres Strait Islander babies.</li> <li>• Supports the Grade 7 to create a culture that celebrates diversity and exemplifies how this may impact on engagement with services (including interpreter services) and care provided.</li> <li>• Creates a culture that celebrates diversity through supporting the Grade 7 in connecting and maintaining meaningful engagement with local cultural groups.</li> </ul>	<ul style="list-style-type: none"> <li>• Promotes and provides expert midwifery consultation on education and research.</li> <li>• Support the Grade 7 in ensuring currency of mandatory competencies of self and other midwives.</li> <li>• Provide clinical teaching, in-service education, and assisting/supporting others to maintain portfolios/records of Continuing Professional Development activities.</li> <li>• Develops skills in staff in the use of information technology, social media, and awareness of privacy legislation.</li> <li>• Identify inconsistencies between policy and practice and takes steps to rectify.</li> <li>• Participates in the development and sustainability in the culture of learning resulting in a capable and educated midwifery workforce.</li> <li>• Use evidence-based clinical practice to facilitate positive outcomes for recipients of healthcare services.</li> <li>• Work collaboratively in leading implementation of policy, practice</li> </ul>	<p>supporting the Grade 7 in maintaining woman centered clinical governance standards.</p> <ul style="list-style-type: none"> <li>• Facilitating and developing best practice in continuous improvement of the safety and quality of services that promotes humanising maternity care for women babies and families.</li> <li>• Participate in developing, evaluating, and updating clinical service procedures, protocols, standards and guidelines in collaboration with the Grade 7 to manage and minimise risk and to promote physical, social, cultural, psychological, and emotional safety and quality of clinical care.</li> <li>• Support the Grade 7 in benchmarking and evaluating midwifery practice.</li> <li>• Identifying, developing and evaluating models that strengthens midwives’ autonomous practice determination, and self-governance to promote safe clinical practice.</li> <li>• Identifies opportunities to support the Grade 7 to lead and promote midwifery professional representation at all</li> </ul>
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<ul style="list-style-type: none"> <li>• Promotes skills development in <i>relational</i> continuity of care including building shared rapport for safe decision-making and an understanding of the individual context.</li> <li>• Facilitates multidisciplinary team members strengthening of the woman's primary supports and community health networks.</li> <li>• Ensures evidence-based midwifery practice.</li> <li>• Facilitates the development and evaluation of health promotion activities</li> <li>• Role models Facilitation of health literacy.</li> <li>• Demonstrates advanced knowledge and practises to support midwifery staff to work in accordance with the NMBA Midwife standards for practice.</li> <li>• Advocates for and raises the profile of the profession of midwifery.</li> <li>• Develops staff in their support of women's autonomy.</li> </ul>	<p>midwifery practice and theory.</p>	<ul style="list-style-type: none"> <li>• In collaboration with the Midwife Grade 7: Promotes and leads midwifery input into complex care planning.</li> <li>• Collaborate and promote participation in clinical and organisational governance.</li> <li>• Work collaboratively with peers and others to create a positive practice environment that achieves best practice outcomes for women and families accessing maternity and child health services.</li> <li>• Provide support, guidance, mentoring, preceptorship, role modelling and promote cooperation and collaborative teamwork.</li> </ul>	<ul style="list-style-type: none"> <li>• Involves the consumer to inform midwifery practice at all levels.</li> <li>• Supports the Grade 7 to develop co-designed maternal and child health services across community and service models to meet needs of local cultural groups.</li> <li>• Liaises with and strengthens connections with local cultural groups and embeds this into their care for diverse groups.</li> <li>• Develops and nurtures proactive behaviors to foster cultural safety.</li> </ul>	<p>changes and clinical innovations.</p> <ul style="list-style-type: none"> <li>• In consultation with stakeholders develop education resources for staff and recipients of healthcare services in consultation.</li> <li>• Participate in orientation and induction of new staff.</li> <li>• Facilitate the support of undergraduate and post graduate students.</li> <li>• Apply advanced clinical knowledge and skills in coordination with the Grade 7 or participation in the provision of direct and indirect clinical care.</li> </ul>	<p>levels of the health service and community.</p> <ul style="list-style-type: none"> <li>• Monitor and report emerging trends and respond as relevant in consultation with others.</li> <li>• Identify and develop health promotional activities.</li> <li>• Educate a culturally informed workforce and support the Grade 7 to monitor and lead the provision of the Health Equity Strategy and principles ensuring a culturally safe and responsive maternal and child healthcare service for First Nations peoples.</li> <li>• Support the Grade 7 in responsibility for the implementation of a quality and risk management framework to improve quality of care to promote safe and /or rectify unsafe practice and promote a culture of speaking up for safety.</li> <li>• Proactively engage with colleagues and others to support midwifery leadership.</li> </ul>
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<ul style="list-style-type: none"> <li>• Facilitation and development of staff in the provision of midwifery care in any setting including the home, community, hospitals, clinics, or health units to assess needs, plan and implement or coordinate appropriate service delivery in partnership with women and/or other healthcare providers.</li> <li>• Oversees skills development and application in the prioritisation of care and woman centered care.</li> <li>• Develops and oversees midwives working to full scope of practice to optimise woman centred care.</li> </ul>					
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## S8.4 Midwife Grade 7

An employee who is a registered midwife who:

- (a) is appointed to an advanced practice midwifery position; and
- (b) demonstrates a specialised clinical expertise and/or specialised skill set.

Classification may include but is not limited to:

- (a) Responsibility for explicit professional portfolio content and context expertise.
- (b) Expertise in the provision of direct care and/or support of systems and/or education and/or research and/or professional leadership.
- (c) Consultation and provision of professional advice.
- (d) Responsibility for a cohort of staff reporting to the position.

### Autonomy

- (a) Advanced level of autonomous clinical and professional practice.
- (b) Advanced level of decision making in collaboration with a multi-disciplinary team.

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- (c) Undertakes operational leadership.
- (d) Works collectively to apply the principles of clinical governance.
- (e) Applies professional and clinical expertise in collaboration with midwifery and multi-disciplinary stakeholders.
- (f) Responsible for enacting strategies that supports a work-based culture that promotes and supports education, learning, research and workforce development.

**Indicative title/s**

- (a) Clinical Midwife Consultant
- (b) Midwife Unit Manager
- (c) Midwife Manager
- (d) Midwife Educator
- (e) Midwife Researcher

Domain 1:	Domain 2:	Domain 3:	Domain 4:	Domain 5:	Domain 6:
Woman Centred Care	Evidence Based Midwifery Practice	Collaboration	Culturally Safe Midwifery Practice	Midwifery Education and Research	Leadership and Clinical Governance
<ul style="list-style-type: none"> <li>• Leads models of care that partner with the woman and her family.</li> <li>• Responsible for ensuring that women are supported in their informed choices.</li> <li>• Demonstrates leadership in advocating for the woman, her family and midwives and other multidisciplinary team members.</li> <li>• Leads safe and individualised quality midwifery care (social, cultural, physical, emotional, contextual, and psychological).</li> <li>• Leads the development, implementation, monitoring and review of midwifery led</li> </ul>	<ul style="list-style-type: none"> <li>• Accountable for the delivery of safe and quality midwifery practice.</li> <li>• Embeds an evidence base to midwifery practice.</li> <li>• Translate evidence-based clinical practice to facilitate positive outcomes for women and families accessing maternal and child health services.</li> <li>• Promotes and oversees the provision of unbiased evidence-based information.</li> <li>• Cultivates and sustains an environment of reflective practice.</li> <li>• Reviews and monitors complex midwifery practice</li> </ul>	<ul style="list-style-type: none"> <li>• Lead collaborative planning with peer groups, teams, and others to create a positive practice environment that achieves best practice outcomes for women and families accessing maternal and child health services.</li> <li>• Oversees development of, and strengthens processes that ensure the woman, and her family are empowered to make decisions regarding her care.</li> <li>• Ensure collegial and organisational processes are in place to support timely consultation and referrals according to evidenced based guidelines.</li> <li>• Responsible for a positive practice environment that provides for</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for the ongoing skill development and reflection with staff on the provision of health care that promotes and oversees equity and social inclusion.</li> <li>• Nurtures an ethos that respects and protects women’s rights.</li> <li>• Nurtures an ethos that respects, protects, and upholds human rights</li> <li>• Agile in leading culturally safe care initiatives.</li> <li>• Influences practices that incorporate the recognition and respect for Aboriginal and/or Torres Strait Islander culture and history, taking lead from mothers who are Aboriginal and/or Torres Strait Islander</li> </ul>	<ul style="list-style-type: none"> <li>• Lead a positive practice environment that values ongoing opportunities for professional development and educational opportunities.</li> <li>• Leads expert midwifery consultation on education and research.</li> <li>• Ensures currency of mandatory competencies of self and other midwives.</li> <li>• Responsible for the provision or coordination of further education, professional development, and ongoing learning of self and facilitates professional</li> </ul>	<ul style="list-style-type: none"> <li>• Creates and promotes a positive work culture to ensure effective collaboration of woman centered care.</li> <li>• Leads clinical governance of service.</li> <li>• Leading the facilitation and development of best practice in continuous improvement of the safety and quality of services that promotes humanising maternity care for women babies and families.</li> <li>• Oversees risk management systems for physical, social, cultural, psychological, and emotional safety and quality of clinical care.</li> <li>• Benchmarks and evaluates midwifery practice to develop midwifery within the organisation.</li> <li>• Leading the development of models that strengthens midwives’ autonomous</li> </ul>

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<p>models of care and carer.</p> <ul style="list-style-type: none"> <li>Responsible for the provision of, in partnership with the woman, individualised care plans for antenatal, postnatal, and intrapartum care and may extend to women's health, reproductive and sexual health, and child and family health care.</li> <li>Responsible for a workforce that is engaged in relational continuity of care (that includes building trust and rapport for safe decision-making and an understanding of the individual context).</li> <li>Accountable for coordinating or overseeing the connections are made with the woman's primary supports and community health networks.</li> <li>Has oversight to ensure that midwifery practice is evidence based.</li> <li>Secures resources for the development and evaluation of health promotion activities.</li> </ul>	<p>context against evidence-based practice.</p> <ul style="list-style-type: none"> <li>Responsible for an expert level of competence and confidence in midwifery practice.</li> <li>Expert knowledge of midwifery practice and theory.</li> </ul>	<p>communication that uses inclusive and woman centred language that is positive and respectful.</p> <ul style="list-style-type: none"> <li>Leads systems that protect the safety of women in their relationships with her family, and colleagues.</li> <li>Leads a collaborative approach with midwives and other clinicians.</li> <li>Promotes confidence and competence in professional midwifery expertise.</li> <li>Promotes and leads midwifery input into complex care planning.</li> <li>Collaborate with others in the provision of policy advice on issues relating to professional and clinical practice, education, and research.</li> <li>Lead and support a positive practice environment that achieves best practice outcomes for women and families accessing maternity and child health services.</li> <li>Contribute to the unique body of knowledge within scope of practice when engaging/collaborating with internal and external groups/partners/bodies.</li> </ul>	<p>and/or mothers who are birthing Aboriginal and/or Torres Strait Islander children.</p> <ul style="list-style-type: none"> <li>Creates a culture that celebrates diversity and exemplifies how this may impact on engagement with services (including interpreter services) and care provided.</li> <li>Connects and maintains meaningful engagement with local cultural groups.</li> <li>Pro-actively fosters behaviors to facilitate cultural safety through consumer involvement and engagement at every level.</li> <li>Lead the development of sustainable co-designed maternal and child health services to strengthen community and health service models including to meet the needs of cultural groups.</li> <li>Lead ongoing liaison and strengthening of services supporting women from diverse cultural backgrounds.</li> <li>Modulates a physically, psychologically, and culturally safe service</li> </ul>	<p>development of others.</p> <ul style="list-style-type: none"> <li>Provides an environment that promotes proficiency in the use of information technology, social media, and awareness of privacy legislation.</li> <li>Provides leadership in critical appraisal of research and evidence sources to embed innovative practice.</li> <li>Demonstrates organisational commitment to lifelong learning for all midwives through policy, education, and skills development.</li> <li>Demonstrates advanced knowledge and application of contemporary midwifery philosophy and practice.</li> <li>Fosters and ensures a physical, psychological, and culturally safe environments for midwives to undertake structured research in practice,</li> </ul>	<p>practice-determination, and self-governance to promote safe clinical practice.</p> <ul style="list-style-type: none"> <li>Leads and promotes midwifery professional representation at all levels of the health service.</li> <li>Manages efficient use of resources, financial budget, and business management, inclusive of progressing midwifery professional autonomy.</li> <li>Leads colleagues in health promotional activities.</li> <li>Monitors and leads the provision of the Health Equity Strategy and principles ensuring a culturally safe and responsive maternal and child healthcare service for First Nations peoples.</li> <li>Responsible for the implementation of a quality and risk management framework to improve quality of care to promote safe and/or rectify unsafe practice and promote a culture of speaking up for safety.</li> <li>Leads strategic advancement of the profession.</li> <li>Apply the principles of succession management and mentoring to involve colleagues in ongoing career development and growth.</li> </ul>
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<ul style="list-style-type: none"> <li>• Develops systems to facilitate health literacy.</li> <li>• Responsible for the oversight of midwifery staff practice, in accordance with the NMBA Midwife standards for practice.</li> <li>• Leads protects and strengthens the profession of midwifery.</li> <li>• Promotes women's autonomy.</li> <li>• Oversight of midwifery care in any setting including the home, community, hospitals, clinics, or health units to assess needs, plan and implement or coordinate appropriate service delivery in partnership with women and/or other healthcare providers.</li> <li>• Participate directly or indirectly in the delivery of clinical care to individuals/groups in an any area of clinical practice.</li> <li>• Promotes and upholds an environment and culture that facilitates midwives working to full scope of practice</li> </ul>			<p>as per the needs of the woman.</p>	<p>with clear links to tertiary institutions and includes creating trust and capacity within the team which supports research and learning at all levels.</p> <ul style="list-style-type: none"> <li>• Use contemporary information, research evidence, personal knowledge, and experience to support decision making.</li> <li>• Lead and promote contribution to the development of unique body of midwifery knowledge and translates it into practice.</li> <li>• Ensure evidence-based research is included and applied in policy.</li> <li>• Leads and promotes research activities.</li> <li>• Establishes, reviews, and implements education activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrate critical thinking and reasoning, advanced problem-solving skills, and expert midwifery clinical judgement.</li> <li>• Demonstrate advanced application of clinical and professional leadership.</li> <li>• Contribute to organisational key objectives and performance indicators.</li> <li>• Accountable for outcomes and achievement of service performance targets.</li> <li>• Demonstrates/recognised for contemporary clinical midwifery knowledge and expertise.</li> <li>• Integrate key objectives from the strategic plan (facility/division, clinical service) into service delivery for a clinical unit/department.</li> <li>• Advise and contribute to the application of information systems to improve clinical practice environment and inform decision-making.</li> <li>• Consult with and provide expert midwifery advice to achieve integrated care within health services.</li> <li>• Promote and support a culture of continuous quality improvement and a positive practice environment.</li> <li>• Responsible for compliance with professional standards.</li> </ul>
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<p>to optimise woman centered care.</p>					<ul style="list-style-type: none"> <li>• Lead and coordinate a midwifery and/or healthcare team and oversees and provide clinical support or relevant expertise.</li> <li>• May work across professional and organisational boundaries to influence health service and/or professional outcomes.</li> <li>• Lead change management processes.</li> <li>• Promotes valuing constructive positive professional relationships to foster collegial generosity exemplifying ethical conduct by role modelling.</li> </ul>
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Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (NMEB11) 2022

## **SCHEDULE 9 - Conditions of employment – Department of Education - State School Registered Nurses**

### **PART 1. APPLICATION AND OPERATION**

#### **1.1 Title**

**Schedule 9 – Conditions of employment – Department of Education State School Registered Nurses**

#### **1.2 Application of Schedule**

1.2.1 This Schedule applies to all nurses employed by the Department of Education (DoE). The terms of this Agreement only apply to the extent provided in this Schedule.

1.2.2 The following terms of this Agreement are incorporated as terms of this Schedule:

- (a) Clause 1 – Title
- (b) Clause 2 – Duration of Agreement
- (c) Clause 3 – Relationship to other Awards and Certified Agreements
- (d) Clause 4 – Parties Bound
- (e) Clause 5 – Application of agreement
- (f) Clause 6 – Definitions
- (g) Clause 8 – International Labour Organisation (ILO) Conventions
- (h) Clause 9 – Renewal or Replacement of Agreement
- (i) Clause 12 – Posting of agreement
- (j) Clause 57 – Job Security
- (k) Clause 82 – No further claims

1.2.3 The following terms of the *Nurses and Midwives (Queensland Health) Award – State 2015* are incorporated as terms of this Schedule:

- (a) Schedule 2 – Generic Level Statements
- (b) Schedule 4 – Hospital and Health Service Facility Categories

#### **1.3 Operation of Schedule**

1.3.1 The provisions of this Schedule prevail over the provisions of the body of this Agreement to the extent of any inconsistency between the Schedule and the Agreement.

1.3.2 The agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated wage rates are contained in Part 5 within the Schedule.

#### **1.4 Definitions**

**For the purposes of Schedule 9 the following definitions apply:**

**Accumulated time** means the time worked in excess of ordinary hours in any day and within the daily spread of hours.

**Accumulated day off (ADO)** means a day taken between Monday and Friday, without debit to any leave account.

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

**NACC** means Nurses' Agency Consultative Committee

**School vacation periods** means any vacation period that is determined a scheduled student vacation period by the DoE Chief Executive.

**School** includes, for the purpose of these arrangements, all State Secondary Schools, State Primary Schools, combined schools and special schools. Combined schools encompass schools of distance education, community schools, specific purpose schools and the educational units in youth detention centres.

**Spread of hours** means time worked between 6:00am and 6:00pm Monday to Friday, inclusive.

**SSRN** means State School Registered Nurse

**Temporary employee** means any employee engaged pursuant to section 148 of the *Public Sector Act 2008* for fixed periods. Temporary employees engaged for less than one school term may accrue ADO as agreed between the employee and the Principal.

**TOIL** means time off in lieu of payment for overtime.

## 1.5 Objectives of this Schedule

- 1.5.1 To provide for the entitlements of registered nurses who are employed by DoE.
- 1.5.2 Develop highly skilled employees capable of achieving more effective and efficient arrangements, committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- 1.5.3 To assist in the recruitment and retention of nurses to positions within DoE.
- 1.5.4 To provide certainty for employees and DoE in relation to remuneration outcomes for the life of the Agreement.

## PART 2. HOURS OF WORK AND OVERTIME

### 2.1 Hours of Work

#### 2.1.1 Ordinary hours

- 2.1.1.1 The ordinary hours of duty for employees covered by this schedule are 38 per week to be worked in the following manner.

### 2.2 Hours of Duty Arrangements

- (a) Generally, ADO leave is to be taken during school vacation periods however leave can be availed of in school terms consistent with the DoE's work-life balance policy and subject to operational convenience. Requests for such leave shall not be unreasonably withheld.
- (b) An ADO arrangement shall operate on the basis of a 12 month cycle, beginning on the first day of the pupil-free days in January and extending through to the day before the corresponding pupil-free day in the next year.
- (c) The employer and all employees concerned in each region shall consult over the most appropriate means of implementing hours of duty arrangements.
- (d) The objective of such consultation shall be to reach agreement on the method of implementing hours of duty arrangements in accordance with these arrangements.
- (e) Agreement will not be unreasonably withheld by either the employee or the employer.
- (f) The outcome of such consultation will be recorded in writing.
- (g) An ADO agreement may be altered by mutual agreement. Agreement should not be unreasonably withheld.
- (h) In determining the ADO agreement, the employer shall:

- (i) ensure ADO arrangements meet the needs of the regional service;
  - (ii) consider the health and safety of staff when requiring staff to work during vacation periods;
  - (iii) consult on the requirement to work specific hours before directing an employee to work those hours;
  - (iv) where the working of particular hours is not suitable to an employee on a given day, take into account whether other staff are available and competent to perform this work;
  - (v) take into account the employee's work-life balance including community commitments;
  - (vi) consider other leave that is to be taken throughout the year;
  - (vii) provide the ability to accrue sufficient ADO to cover leave on vacation periods whilst avoiding accrual of excessive leave balances; and
  - (viii) provide access to a minimum of 12 days ADO accrual in a year for employees working a 38 hour week.
- (i) Subject to operational convenience an employee may apply for leave without pay to cover vacation periods as required, rather than accruing ADO time. Where ever possible this must occur at the beginning of the 12 month cycle.
  - (j) The maximum ADO balance at any one time must not be more than 12 days for full time employees and a prorate maximum for part-time employees, except in exceptional circumstances, as agreed between the employer and the employee. Employees may accrue additional days to provide for flexibility, subject to operational requirements.
  - (k) The employer must ensure an employee who resigns, retires or otherwise ceases duty has utilised all accumulated time upon cessation of duty.

### **2.3 Negative Balances**

- (a) Employees may enter into a negative ADO balance in exceptional circumstances such as extended sick leave (greater than four weeks) or other extended absences agreed to between the school and the employee concerned.
- (b) This debit may be carried forward into a new school year.
- (c) Provided that such negative balance of hours is reduced to a zero balance within a period of 12 months from when the negative balance occurs.
- (d) An employee must not have a negative balance of more than 30 ADO hours at any time.
- (e) Negative balances on termination of employment may be deducted from the final wages on a time for time basis.
- (f) The employer must allow an employee who resigns, retires or otherwise ceases duty, to attempt to reduce the negative ADO balance prior to cessation.

### **2.4 Overtime**

- 2.4.1 All overtime shall either be paid for in accordance with *Queensland and Public Service Officers and Other Employees Award – State 2015* or, by mutual agreement between the employer and employee compensated by the granting of equivalent time off in lieu on a time for time basis.

### **2.5 Surplus Hours – ADO/TOIL**

- 2.5.1 In most circumstances employees should have a zero balance of ADO and TOIL hours at the beginning of each twelve month cycle. Where employees have or will have hours in surplus of those required for the twelve month cycle, then the following procedure will apply:
  - (a) By the end of term 3, the employee and the Principal shall meet to review the ADO agreement and discuss access to the surplus hours to develop a plan to manage the surplus hours prior to term 4 summer vacation.
  - (b) Where such hours have been applied for and refused prior to the December vacation period, then such surplus hours shall be either paid out to the employee at ordinary time rates of pay (on a time for time basis) or carried

over to the next twelve-month period. The decision to have a payout is solely at the discretion of the employee. Where surplus hours are carried over, such hours must be taken off within that twelve months.

## 2.6 ADO and Workers' Compensation

- (a) Any ADO time rostered to be worked whilst on leave to claim workers compensation must be credited to the employee's ADO balance. Provided that where the employee is subsequently absent on leave claiming workers' compensation during any agreed ADO days after being credited with ADO hours, the employee must be deemed to have taken those ADO days.
- (b) Where an employee has actually worked ADO hours and is subsequently absent on workers' compensation leave during any ADO days, the employee may take accumulated ADO hours at a time mutually convenient to the employee and the principal. No relief will be available in such circumstances.
- (c) Claims sent to WorkCover Queensland must only reflect the ordinary hours that the employee was rostered to work during any absence on leave to claim workers compensation.

## PART 3. HEALTH, SAFETY AND WELLBEING

### 3.1 Workplace Health and Safety

- 3.1.1 The parties to this Agreement are committed to continuous improvement in workplace health and safety standards through the implementation of an organisational framework which involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy working environment. All nurses will be assisted in understanding and fulfilling their responsibilities in maintaining a safe working environment.

### 3.2 Workload Management

- 3.2.1 The employer is committed to working with its employees and the QNMU to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore DoE should ensure safe work environments are not compromised, and that agency responsibilities under legislation including duty of care to all employees are complied with.
- 3.2.2 The *Nurses' Workload Management Guide* assists SSRNs, CNCs and regional line managers to effectively manage workload.
- 3.2.3 It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or TOIL.
- 3.2.4 The employer is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on workload of affected employees.

### 3.3 Flexible Work Arrangements

- 3.3.1 The employer recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family, caring and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve flexible work, and have introduced a variety of initiatives on work, family, caring and lifestyle responsibilities.
- 3.3.2 The parties recognise that implementing flexible work initiatives will enable the employer to continue providing effective service delivery to the Queensland public, and to promote the value of diversity and inclusion in the workplace.
- 3.3.3 The employer is committed to improving the uptake of existing flexible work policies across DoE in order to realise the potential of flexible work as a tool to improve the attraction and retention of employees and subsequently productivity for employers.
- 3.3.4 The employer agrees to actively educate and provide practical tools to implement flexible work arrangements - including but not limited to flexible work arrangements policy, parental leave policy, purchased leave policy - for individual organisations and their employees in order to develop organisational cultures that support work-life balance, while increasing wellbeing and performance.
- 3.3.5 Workplace arrangements supported by the employer to assist employees in balancing work, family, caring and lifestyle

responsibilities include (but not limited to):

- (a) Leave arrangements – e.g. carer’s leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
- (b) Parenting and pregnancy arrangements – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;
- (c) Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or accrued day off (ADO) arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours; and
- (d) Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.

3.3.6 The employer should monitor the implementation and uptake of flexible work policies across their workforce in consultation through NACC.

3.3.7 The parties agree that all employees have a right to request flexible working arrangements and DoE will give fair and reasonable consideration to all requests for flexible work arrangements, and respond to the employee in a timely manner.

#### **PART 4. DISPUTE RESOLUTION**

4.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

4.2 Subject to legislation, while this dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee’s health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

4.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.

4.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

- (a) the matter is to be discussed by the employee’s union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
- (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
- (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the NACC for discussion and appropriate action. This process should not exceed 14 days;
- (d) if the matter is not resolved then it may be referred by either party to the QIRC for conciliation, or if necessary, arbitration.
- (e) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (f) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

#### **PART 5. WAGES**

5.1 The wages payable to Nurses in DoE are set out in the following tables:

##### **Wage rates payable from 1 April 2022**

<b>DoE Indicative Title</b>	<b>Classification</b>	<b>Per Fortnight</b>	<b>Per Annum</b>	<b>Hourly Rate 76 hrs</b>	<b>Casual Per Hour</b>
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Clinical Nurse	6	Band 1	1	\$3,863.10	\$100,786	\$50.8303	\$62.5213
			2	\$3,953.90	\$103,154	\$52.0250	\$63.9908
			3	\$4,044.90	\$105,529	\$53.2224	\$65.4636
			4	\$4,136.50	\$107,918	\$54.4276	\$66.9459
Clinical Nurse Consultant	7		1	\$4,743.40	\$123,752	\$62.4132	\$76.7682
			2	\$4,958.10	\$129,353	\$65.2382	\$80.2430
			3	\$5,081.40	\$132,570	\$66.8605	\$82.2384
			4	\$5,149.90	\$134,357	\$67.7618	\$83.3470
Senior Nurse Manager	8		1	\$5,340.90	\$139,340	\$70.2750	\$86.4383
			2	\$5,473.70	\$142,805	\$72.0224	\$88.5876
			3	\$5,576.00	\$145,474	\$73.3684	\$90.2431

**Wage rates payable from 1 April 2023**

DoE Indicative Title	Classification		Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour	
Clinical Nurse	6	Band 1	1	\$4,017.60	\$104,816	\$52.8632	\$65.0217
			2	\$4,112.10	\$107,282	\$54.1066	\$66.5511
			3	\$4,206.70	\$109,750	\$55.3513	\$68.0821
			4	\$4,302.00	\$112,236	\$56.6053	\$69.6245
Clinical Nurse Consultant	7		1	\$4,933.10	\$128,701	\$64.9092	\$79.8383
			2	\$5,156.40	\$134,527	\$67.8474	\$83.4523
			3	\$5,284.70	\$137,874	\$69.5355	\$85.5287
			4	\$5,355.90	\$139,732	\$70.4724	\$86.6811
Senior Nurse Manager	8		1	\$5,554.50	\$144,913	\$73.0855	\$89.8952
			2	\$5,692.60	\$148,516	\$74.9026	\$92.1302
			3	\$5,799.00	\$151,292	\$76.3026	\$93.8522

**Wage rates payable from 1 April 2024**

DoE Indicative Title	Classification		Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour	
Clinical Nurse	6	Band 1	1	\$4,138.10	\$107,960	\$54.4487	\$66.9719
			2	\$4,235.50	\$110,501	\$55.7303	\$68.5483
			3	\$4,332.90	\$113,042	\$57.0118	\$70.1245
			4	\$4,431.10	\$115,604	\$58.3039	\$71.7138
Clinical Nurse Consultant	7		1	\$5,081.10	\$132,562	\$66.8566	\$82.2336
			2	\$5,311.10	\$138,563	\$69.8829	\$85.9560
			3	\$5,443.20	\$142,009	\$71.6211	\$88.0940
			4	\$5,516.60	\$143,924	\$72.5868	\$89.2818
Senior Nurse Manager	8		1	\$5,721.10	\$149,259	\$75.2776	\$92.5914
			2	\$5,863.40	\$152,972	\$77.1500	\$94.8945
			3	\$5,973.00	\$155,831	\$78.5921	\$96.6683

**Casual wage rates payable from 23 September 2024**

DoE Indicative Title	Classification Level	Pay Point	Casual Per Hour inclusive of 25% loading from 23/09/2024
Clinical Nurse	NU6 Band 1	1	\$68.0609
		2	\$69.6629
		3	\$71.2648
		4	\$72.8799
Clinical Nurse Consultant	NU7	1	\$83.5708
		2	\$87.3536
		3	\$89.5264

		4	\$90.7335
Senior Nurse Manager	NU8	1	\$94.0970
		2	\$96.4375
		3	\$98.2401

5.2 Schedule 2 – Generic Level Statements to the *Nurses and Midwives (Queensland Health) Award – State 2015* apply with respect to Nurse Grade 6, Band 1, Nurse Grade 7 and Nurse Grade 8.

5.3 Subject to clause 11.1, during the term of this Agreement any decision to establish additional Nurse Grades for the State Schools Nursing Service will be in accordance with Schedule 1 – Wage rates of the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022* and Schedule 2 – Generic Level Statements of the *Nurses and Midwives (Queensland Health) Award – State 2015*.

#### 5.4 Cost of Living Adjustment Payments

##### 5.4.1 Definitions

5.4.1.1 The following definitions apply for the purposes of the Cost of Living Adjustments (COLA) Payments clause:

**agreement year** – means one of the three 12 month periods from 1 April in one year to 31 March in the following year that includes a *calculation date*.

**base wages** – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc.).

**calculation date** – means, either:

- 31 March 2023 (COLA Payment Year 1); or
- 31 March 2024 (COLA Payment Year 2); or
- 31 March 2025 (COLA Payment Year 3).

**COLA payment percentage** – see section 5.4.3.2.

**CPI** – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

**eligible employee** – see section 5.4.2.

**Queensland government employee** – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

**wage increase under the Agreement** – means the wage increase of either 4%, 4% or 3%, as specified in clause 13 of this Agreement, that occurs at the commencement of an *agreement year*.

##### 5.4.2 Eligibility

5.4.2.1 *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 31 March 2025.

5.4.2.2 An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

5.4.2.3 In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 5.4.2.2, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee



is required to provide relevant details of their eligibility to [payroll.alert@qed.qld.gov.au](mailto:payroll.alert@qed.qld.gov.au).

*Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.*

- 5.4.2.4 An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

*Example – an employee starts being covered by the agreement on 17 April 2023. The employee is not eligible for COLA Payment Year 1.*

- 5.4.2.5 An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.

*Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.*

*Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.*

*Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.*

- 5.4.2.6 An *eligible employee* who is casual or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.

*Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.*

- 5.4.2.7 In addition to the other requirements of clause 5.4.2, casual employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12 week payroll period immediately prior to the relevant *calculation date*.

#### 5.4.3 Calculation and payments

##### Step one

- 5.4.3.1 A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

##### Step two

- 5.4.3.2 The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

*Example one: For COLA Payment Year 3, the agreement year is 1 April 2024 to 31 March 2025. The wage increase under the Agreement is 3% on 1 April 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.*

*Example two: For COLA Payment Year 1, the agreement year is 1 April 2022 to 31 March 2023. The wage increase under the Agreement is 4% on 1 April 2022. In April 2023, the ABS releases the CPI figure for March 2023 as 7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.*

##### Step three

- 5.4.3.3 To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$

5.4.3.4 Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

*Example: The wage increase in the Agreement for that agreement year was 4% on 1 April 2022. The base wages payable to the relevant employee for the agreement year from 1 April 2022 to 31 March 2023 is \$90,000. The calculation occurs as follows:*

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000$  adjusted by 96.1538% =  $\$86,538.42$ ;

#### Step four

5.4.3.5 The figure from clause 5.4.3.3 is then multiplied by the COLA Percentage calculated in clause 5.4.3.2 to determine the particular employee's COLA Payment for that *agreement year*.

*Example: The COLA percentage is 3%.*

- $\$86,538.42$  multiplied by 3% =  $\$2,596.15$

5.4.3.6 COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

5.4.4 *Timing of information and payments*

5.4.4.1 For *eligible employees* under clause 5.4.2, if payable, the relevant COLA Payment will be made within three months following the relevant *calculation date* and release of the *CPI*.

5.4.4.2 For *eligible employees* under clause 5.4.2, if payable, the relevant COLA Payment will be made within three months of the employee providing the notice of their employment pursuant to clause 5.4.2.3.

5.4.4.3 The Department of Education will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

## **PART 6. PROFESSIONAL DEVELOPMENT**

### **6.1 Professional development leave**

6.1.1 All permanent employees are entitled to three (24 hours) per annum (pro rata for part-time) paid professional development leave, to attend approved professional development relevant to nursing practice including:

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

6.1.2 Professional development leave may be accumulated for two years.

6.1.3 The leave will be paid at single time.

6.1.4 The annual entitlement to leave is available from the commencement of this Agreement. For employees who are appointed after the date of commencement it will be calculated from the employee's anniversary date.

6.1.5 Any component of the leave entitlement not accessed after two years will be waived. The leave is not paid out on termination from employment, including resignation and retirement.

6.1.6 All reasonable travel time associated with accessing professional development leave is paid work time on the basis of no more than eight hours single time for each day of travel.

6.1.7 Paid professional development leave is an entitlement over and above all current entitlements, assistance or obligations. That is, this leave will not be used as a substitute for mandatory training, maintenance of ongoing nursing skills necessary for a nurse to perform the normal duties and functions of their position or other training required by the employer.

6.1.8 Professional development leave is not a substitute for the assistance provided by the Study and Research Assistance Scheme (SARAS).

6.1.9 The employer will ensure that back-filling for professional development leave is fully funded and incorporated in service budgets.

## 6.2 Professional development allowance

6.2.1 An employee under this Schedule working 16 hours or more a fortnight is entitled to be paid the following professional development allowance on a pro-rata basis in accordance with the categories in Schedule 4 – Hospital and health Service and Facility Categories to the *Nurses and Midwives (Queensland Health) Award – State 2015*.

6.2.2 The allowance will be paid in the last pay period of March and September each year in accordance with the below table:

Category	Payment in last pay period of September 2022	Payment in last pay period of March 2023	Total yearly payment
Category B	\$1,688.50	\$1,688.50	\$3,377.00
Category A	\$1,351.00	\$1,351.00	\$2,702.00
Category C	\$1,013.00	\$1,013.00	\$2,026.00
Category	Payment in last pay period of September 2023	Payment in last pay period of March 2024	Total yearly payment
Category B	\$1,756.00	\$1,756.00	\$3,512.00
Category A	\$1,405.00	\$1,405.00	\$2,810.00
Category C	\$1,053.50	\$1,053.50	\$2,107.00
Category	Payment in last pay period of September 2024	Payment in last pay period of March 2025	Total yearly payment
Category B	\$1,808.50	\$1,808.50	\$3,617.00
Category A	\$1,447.00	\$1,447.00	\$2,894.00
Category C	\$1,085.00	\$1,085.00	\$2,170.00

6.2.3 The allowance will be paid directly to nurses via the payroll system. The allowance is paid as normal salary and is included in gross earnings before tax. Payment is made for periods of leave, but is not to be included when calculating leave loading, penalty rates or overtime. The allowance is not included in superannuable salary or in ordinary time earnings (OTE) relating to superannuation.

6.2.4 The allowance is paid out on termination from employment, including resignation and retirement. The rate for calculating payment of the allowance upon termination will be the rate applicable at date of termination.

## PART 7. QUALIFICATIONS ALLOWANCE

7.1 DoE commits to identifying the qualifications relevant to the roles of Nurses in DoE, and the parameters and requirements for eligibility within 12 months of certification of this agreement.

7.2 The qualifications allowance will be available for payment to eligible employees from 1 April 2019.

7.3 Accelerated paypoint advancement and qualifications allowance

(a) the following provisions apply to an employee Nurse Grade 6 and 7 who holds a qualification or advanced 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 nurse or registered midwife with AHPRA.

(b) A **qualification** is:

- (i) a graduate certificate, graduate diploma, or a qualification of equivalent value; or
- (ii) a second bachelor degree.

(c) An **advanced qualification** is a master's degree or PhD.

(d) Accelerated paypoint advancement

An employee who obtains a qualification or advanced qualification, and who is not at the maximum paypoint of their classification, will be advanced by one paypoint from the date the qualification is accepted by the employer but will retain their existing increment date.

- (e) Qualification and advanced qualification allowance
- (i) The qualification allowance is calculated on the basis of 3.5% of the wage rate of a Nurse Grade 5, paypoint 7.
  - (ii) The advanced qualification allowance is calculated on the basis of 5.5% of the wage rate of a Nurse Grade 5, paypoint 7.
  - (iii) The qualification allowance and advanced qualification allowance is payable for all purposes of this Award.
- (f) The qualification allowance and advanced qualification allowance is payable as follows:
- (i) Employees at the maximum paypoint:
    - (A) An employee who qualifies for an allowance under clause 8.3(a) and who is at the maximum paypoint of their classification is entitled to receive the relevant allowance from the date the qualification is accepted by the employer.
    - (B) There is no requirement for such as employee to be at the top paypoint for 12 months before receiving the relevant allowance.
  - (ii) Employees at the second last paypoint:

When an employee is on the second last paypoint at the time of receiving the accelerated advancement in paypoint in accordance with clause 8.3(d), which would then place them on the maximum payment, the relevant allowance is payable from their next increment date and not upon the completion of 12 months' service at the maximum paypoint.
  - (iii) Employees not at the second last or maximum paypoint:
    - (A) An employee who qualifies for an allowance under clause 8.3(a) and who is not at the second last or the maximum paypoint of their classification is entitled to the relevant allowance upon the completion of 12 months' service at the maximum paypoint.
    - (B) Part-time employees are required to have either 12 months' service or 1200 hours, whichever is greater.
- (g) Qualification allowance upon promotion and higher duties
- (i) An employee who has received an accelerated paypoint advancement under clause 8.3(d) and who is not in receipt of an allowance, and who is subsequently promoted to a higher level, Nurse Grade 6 and 7, inclusive, or undertakes higher duties, automatically becomes eligible for the relevant allowance subject to the qualification being recognised by the employer as relevant to the employee's higher position.
  - (ii) An employee in receipt of an allowance under clause 8.3(g)(i) is entitled to retain the relevant allowance upon promotion to a higher level, Nurse Grades 6 and 7, inclusive, subject to the qualification being recognised by the employer as relevant to the employee's higher position.
  - (iii) An employee in receipt of an allowance who relieves in a higher position which does not attract the allowance will be placed on the paypoint within the classification of the higher position which ensures the employee's current rate of pay (including the relevant qualification allowance but excluding penalty rates) is not reduced.
- (h) Qualification allowance where more than one qualification
- (i) An employee who has advanced a paypoint under the above provisions is not eligible for any further advancement with respect to a qualification of equivalent value.
  - (ii) An employee who has advanced a paypoint in respect of a qualification relevant to a lower classification may also be advanced a paypoint in a higher classification when the employee attains an advanced qualification. In such cases the employee also retains the qualification allowed of 3.5%.
  - (iii) In such as case, following 12 months' service at the maximum paypoint of the higher classification, the employee forfeits the qualification allowance of 3.5% and the advanced qualification allowance of 5.5% is payable.
  - (iv) Only one allowance is to be paid at any one time.

(i) 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 situation in writing.

## **PART 8. EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING**

### **8.1 Organisational Change and Restructuring**

- 8.1.1 The employer is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- 8.1.2 These commitments are affected through the Government's Employment Security Policy and the Policy on the Contracting-Out of Government Services.
- 8.1.3 DoE shall provide in writing to the members of the NACC of their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This shall include all information required to be provided in accordance with the "Introduction of changes" and "Redundancy" clauses of the Public Service Award. The employer is also required where requested to provide the QNMU with a listing of the affected staff comprising name, job title and work location.
- 8.1.4 It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure all viable options are considered. If this process cannot be resolved at the NACC in a timely manner either party may refer the matter to Education Consultative Committee for resolution.
- 8.1.5 The parties agree that the employer should report to unions on a quarterly basis the current status of employment practices within DoE. This report should be provided on a quarterly basis at the NACC. Specifically, the report should detail the following:
- (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
  - (b) a report on the variance from the previous quarter in the use of casuals and temporaries;
  - (c) any significant variance in the number of permanent employees;
  - (d) the conversion of temporary employees to tenured status.
- 8.1.6 Permanent employees will not be forced into employment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and alternative placement opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. The employer will comply with all relevant directives.
- 8.1.7 All provisions and entitlements relating to organisational change and restructuring can be found in the directives relating to early retirement, redundancy and retrenchment and employment arrangements following workplace change (as amended) which will apply for the life of this Agreement.
- 8.1.8 The employer must provide relevant information to the QNMU when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the employer's intentions are communicated to the employee. An affected employee must be provided with notice of DoE's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

### **8.2 Contracting Out**

- 8.2.1 It is the clear policy of the employer not to contract out or to lease current services. There will be no contracting out or leasing of services currently provided by the employer at existing sites except in the following circumstances:
- (a) in the event of critical shortages of skilled staff;
  - (b) the lack of available infrastructure capital and the cost of providing technology;

- (c) extraordinary or unforeseen circumstances; or
- (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

#### 8.2.2 Consultation Processes – General

- (a) Where the employer seeks to contract out or lease current services, the union will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangement for the provision of services by an external provider.
- (b) For the purpose of consultation, the union will be given relevant documents. The employer will ensure that the union is aware of any proposals to contract out or lease current services. It is the responsibility of the union to participate fully in discussions on any proposals to contract out or lease current services.
- (c) If, after full consultation as outlined above, nurses and midwives are affected by the necessity to contract out or lease current services, the employer will:
  - (i) negotiate with the union employment arrangements to assist nurses to move to employment with the contractor;
  - (ii) ensure that nurses are given the option to take up employment with the contractor;
  - (iii) ensure that nurses are given the option to accept deployment/redeployment with the employer; and
  - (iv) ensure that as a last resort, nurses are given the option of accepting voluntary early retirement.

#### 8.2.3 Consultation Processes – Emergent Circumstances

- (a) The employer can contract out or lease current services without full consultation with the union in cases where any delay would cause immediate risks to students and/or detriment to the delivery of the State School Nursing Service.
- (b) In all cases information must be provided to the union for review in relation to these cases and to assist in determining strategies to resolve any issues that arise. These circumstances would include:
  - (i) in the event of critical shortages of skilled staff; or
  - (ii) extraordinary or unforeseen circumstances.

### **PART 9. SALARY PACKAGING**

#### **9.1 Salary Packaging**

9.1.1 Salary packaging is available for employees covered by this Agreement.

9.1.2 The employer is to apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or variations in taxation are to be passed to employees as part of their salary packaging;
- (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is strongly recommended to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
- (e) the employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
- (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
- (g) any additional administrative and fringe benefit tax costs are to be met by the employee;

- (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.

9.1.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.

9.1.4 Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

## **PART 10 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

### **10.1 Consultation**

10.1.1 This Agreement provides for a consultative framework to be conducted through the following guiding principles:

- (a) consultative mechanisms should ensure that, in addition to the parties to this Agreement, there is employee involvement in the initiation, implementation and evaluation of proposals;
- (b) appropriate processes should be in place to consult with employees who are affected by implementation of matters contained within this Agreement; and
- (c) consultative arrangements should be subject to review from time to time by the parties and improvements and changes to arrangements (agreed to by the parties) made as required to ensure consultative arrangements operate with maximum efficiency and effectiveness.

### **10.2 Nurses' Agency Consultative Committee (NACC)**

10.2.1 The consultative committee has an ongoing role in all areas to improve efficiency and effectiveness within nursing services and to monitor progress in meeting this Agreement's objectives and implementation of the Agreement as it relates to nurses.

10.2.2 The committee's terms of reference includes consideration of workplace issues, including employee training and development, workplace health and safety, equal employment opportunity (EEO) plans, and anti-discrimination legislation as prescribed in the Agreement.

10.2.3 The NACC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this Agreement such as:

- (a) workload management;
- (b) organisational change and restructuring;
- (c) training union encouragement;
- (d) flexible work;
- (e) organisational matters such as the review of, changes to or introduction of new workforce management policies;
- (f) workplace, health and safety;
- (g) equal employment opportunity plans; and
- (h) anti-discrimination legislation.

10.2.4 Terms of Reference

The NACC has an ongoing role in all areas to improve the efficiency and effectiveness of nurse employment practices and to monitor progress regarding the implementation of the Agreement, as it relates to nurses including:

- (a) consideration of workplace issues;
- (b) professional development and training;
- (c) workplace health and safety;

- (d) career structure; and
- (e) Use of nursing related grants to regions and schools.

#### 10.2.5 Composition

Membership of the NACC will comprise equal representation of DoE and the QNMU.

### 10.3. Collective Industrial Relations

- 10.3.1 The employer acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- 10.3.2 The employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the QIRC.
- 10.3.3 The employer is committed to collective agreements and note that only registered industrial organisations can be a negotiating party representing employees under the *Industrial Relations Act 2016*.

### 10.4 Union Encouragement

- 10.4.1 The employer recognises 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.
- 10.4.2 An application for union membership and information on the QNMU will be provided to all employees at the point of engagement.
- 10.4.3 Information on the QNMU will be included in induction materials.
- 10.4.4 Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- 10.4.5 Agencies are to provide the QNMU with complete lists of new starters (consisting of name, job title and work location) to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically.
- 10.4.6 The employer is also required where requested to provide the QNMU with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the employer and the QNMU to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at ss. 350(2) and 350(3) of the *Industrial Relations Act 2016*.

## PART 11. STATE SCHOOLS NURSING SERVICE

### 11.1 Review of *State Schools Nursing Service Practice Guideline* and development of a Clinical Governance model

- 11.1.1 The parties commit to conduct a joint review of the *State Schools Nursing Service Practice Guideline* and development of a Clinical Governance model.
- 11.1.2 The review will commence within 3 months from the date of certification of this agreement and conclude within 24 months, unless otherwise agreed between the parties. Agreement should not be unreasonably withheld.
- 11.1.3 The review working party will be responsible for reporting the progress updates and agreed outcomes to the NACC.
- 11.1.4 The review will include, but is not limited to:
  - (a) professional supervision and line management;
  - (b) clinical structure and governance;
  - (c) consideration on the need for the establishment within the State Schools Nursing Service of Nurse Grade 6, Band 2 (Associate Clinical Nurses Consultant) classification as described in Schedule 2 – Generic Level Statements of the *Nurses and Midwives (Queensland Health) Award – State 2015*; and



- (d) review and evaluation of the Senior Nurse Manager position in line with the classification descriptions in Schedule 2 – Generic Level Statements of the *Nurses and Midwives (Queensland Health) Award – State 2015*.

11.1.5 Disability and Inclusion and Student Services will lead the review working party and any implementation of agreed outcomes will be in consultation with the QNMU, before any final decision is made.

## **SIGNATORIES:**

Signed for and on behalf of State of Queensland, represented through Queensland Health

Shaun Drummond, Director General

In the presence of:

Signed for and on behalf of State of Queensland, represented through the Department of Education:

Michael De' Ath, Director General

In the presence of:

Signed for and on behalf of Queensland Nurses' and Midwives Union of Employees:

Elizabeth Mohle, Secretary

In the presence of:

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland:

Stacey Schinnerl, Secretary

In the presence of: