

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - certification of an agreement

Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012

Matter No. CA/2012/105

Vice President Linnane

6 August 2012

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 6 August 2012 the Commission certifies the following written agreement:

Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012 - CA/2012/105.

Made between:

Queensland Department of Health
Queensland Nurses' Union of Employees
Australian Workers' Union of Employees

The agreement was certified by the Commission on 6 August 2012 and shall operate from 6 August 2012 until its nominal expiry on 31 March 2015.

This agreement replaces Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009 (CA/2009/70).

This Certificate cancels CA/2009/70.

By the Commission.

D.M. LINNANE
Vice President

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PART 1- PRELIMINARY MATTERS

1. Title

This agreement will be known as the *Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012*.

2. Duration of Agreement

The agreement operates from the date of certification until the nominal expiry date of 31 March 2015. The parties agree that its terms will be given operative effect on and from 1 April 2012.

3. Relationship with Other Awards and Certified Agreements

- 3.1. The agreement will be read in conjunction with the *Queensland Health Nurses and Midwives Award – State 2011*. Where there is any inconsistency between this agreement and the *Queensland Health Nurses and Midwives Award – State 2011*, the provisions of the agreement will apply to the extent of any inconsistency.
- 3.2. The agreement will be read in conjunction with the *Queensland Public Service Award – State 2003*. Where there is any inconsistency between this agreement and the *Queensland Public Service Award – State 2003*, the provisions of the agreement will apply to the extent of any inconsistency.
- 3.3. This agreement will be read in conjunction with the *Queensland Health Framework Award – State 2012*. Where there is an inconsistency between this agreement and the *Queensland Health Framework Award – State 2012*, the superior entitlement should prevail to the extent of the inconsistency.
- 3.4. This agreement replaces the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*.

4. Parties Bound

4.1 The parties to this agreement are the:

- Queensland Department of Health (Queensland Health);
- Queensland Nurses' Union of Employees (QNU); and
- The Australian Workers' Union of Employees, Queensland (AWU).

4.2 This agreement is binding upon the parties and nurses and midwives covered by the agreement.

Application of Agreement

This agreement will apply to the following persons employed by Queensland Health:

- Assistants in Nursing;
- Undergraduate Students in Nursing and Midwifery;
- Enrolled Nurses;
- Enrolled Nurses (Advanced Practice);
- Registered nurses and Midwives; and
- Nurse Practitioners.

5. Purpose of Agreement

The purpose of this agreement is to:

- Promote an effective, efficient and productive health system that is affordable and meets the growing needs of Queenslanders.
- Strategically position Queensland Health through the Nursing and Midwifery workforce to be a key driver in the National Health Reform agenda.
- Improve accountability, innovation, effectiveness, efficiency and responsiveness to community needs.
- Develop a positive and safe workplace culture where relationships are based on trust and respect and teamwork is fostered, ideas are freely shared and problems solved collaboratively.
- Devolve to Hospital and Health Services level the interest based bargaining approach between the nursing and midwifery workforce and Queensland Health management as an effective way of achieving shared objectives.
- Continue to attract and retain sufficient numbers of appropriately skilled nurses and midwives to Queensland Health to deliver patient centred, safe, quality care, whilst improving the effective management of workloads.
- Provide attractive, competitive and equitable remuneration for nurses and midwives.
- Continue to utilise the Business Planning Framework (BPF) as the tool to plan and manage workloads for clinical service provision to maximise appropriate effective resource allocation.
- Deliver innovative and sustainable models of nursing and midwifery care supported by a responsive skills mix.
- Build the future capacity of a professional highly skilled and competent nursing and midwifery workforce to meet community needs through pro-active and innovative workforce planning.
- Provide working arrangements which support work-life balance for nurses and midwives and quality patient care.
- Provide a classification framework and career structure that offers a choice of accessible and rewarding career paths for nurses and midwives incorporating consistent professional standards and principles.
- Implement innovative and responsive approaches to fully utilise, develop and value nurses and midwives in all categories and levels and at all stages of their career through effective succession planning and management.
- Build the non-acute health care system through innovative primary and preventative health care models.
- Optimise the opportunities to access all sources of funding under the Hospital and Health Services frameworks.
- Build a strong, stable and sustainable nursing and midwifery workforce responsive to the service needs of diverse rural and remote locations.
- Recognise the QNU as the principal industrial and professional nursing union.
- Provide simple, easily understood and easily applied conditions of employment within a co-operative and consistent industrial relations framework.
- Devolve to nurses and midwives in management positions the necessary authority to achieve the objectives of this agreement.

7. International Labour Organisation Conventions (ILO) Conventions

Queensland Health accepts obligations made under international labour standards. Queensland Health will support employment policies which take account of:

- Convention 100 – Equal Remuneration (1951);
- Convention 111 – Discrimination (Employment and Occupation) (1958);
- Convention 122 – Employment Policy (1964);
- Convention 142 – Human Resource Development (1975); and
- Convention 156 – Workers with Family Responsibilities (1981).

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.

8. Workplace Bullying

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

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. Prevention and Settlement of Disputes Relating to the Interpretation, Application or Operation of this Agreement

The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between an employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process. Two or more current 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.

In the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement, the following procedures will be followed:

- (i) A grievance is identified at the local level by an accredited union representative, the employee/s concerned or a management representative and an initial discussion should take place at this level. This stage will take no longer than 7 days.
- (ii) If the parties at the local level cannot resolve the matter, it should be referred to either the relevant union official for the enterprise or workplace in the case of employees or to the Hospital and Health Services management (or equivalent) in the case of management, for resolution. This stage will take no longer than 14 days.
- (iii) If the matter cannot be resolved, then either party will refer the matter to the Nurses and Midwives Implementation Group (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 Officer.
- (iv) Where a bona fide safety issue is involved the Hospital and Health Service (or equivalent) will ensure that:
 - the status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
 - the employee will not work in an unsafe environment. Where appropriate the employee will accept reassignment to alternative suitable work/work environment in the meantime;
 - the employer/management in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s is/are resolved having regard to occupational health and safety standards.

Provided that maintenance of the status quo will not apply in an unsafe environment.

- (v) If the matter identified in subclause (iii) remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).

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.

For the purposes of this clause of the agreement status quo will mean:

“Whilst the grievance is being followed, work will continue as it was prior to the grievance occurring except in cases of safety, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity.”

11. Co-operative Resolution of Disputes

The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation. Where appropriate and practical, the parties will attempt to resolve any disputes informally in a timely manner prior to referring the dispute to the QIRC.

During the life of the agreement, the parties will discuss the establishment of a centralised unit within the Workplace Relations Unit which will:

- review matters which are proposed to be referred to the QIRC;
- review disputes to assess whether industrial obligations are being observed; and
- make recommendations to resolve disputes to the Deputy Director-General Human Resource Services.

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 Queensland Health intranet and internet sites.

PART 2 – WAGES AND RELATED MATTERS

13. Increases to Wages and Allowances

13.1 The salaries for nurses and midwives covered by this agreement are contained in Schedule 1 which represents the following increases:

- 3% or \$30 per week, whichever is the greater, payable from 1 April 2012;
- 3% or \$30 per week, whichever is the greater, payable from 1 April 2013;
- 3% or \$30 per week, whichever is the greater, payable from 1 April 2014; and
- A \$500 increase to base annual wage rate at end of agreement at 31 March 2015.

13.2 The following allowances will be increased by 3% from the dates set out in the table below:

Allowance	Clauses – <i>Queensland Health Nurses and Midwives Award – State 2011</i>	As from	As from	As from
		1/04/2012	1/04/2013	1/04/2014
		\$	\$	\$
Dispensary Allowance	12.4.1	1.94	2.00	2.06
Relieving In-Charge and special duties Allowance	5.7.5	11.41	11.75	12.10
Operating Theatre Allowance	12.4.4	2.64	2.72	2.80
Hyperbaric chamber Allowance	5.7.3	21.72	22.37	23.04
Mental Health Environment Allowance	5.7.6	21.72	22.37	23.04
X-Ray Allowance	12.4.5	9.67	9.96	10.26
Targeted Training Allowance	5.7.1	29.25	30.13	31.03
Night supervisors Allowance(100 beds & under)	12.4.3	5.84	6.02	6.20
Night supervisors Allowance(over 100 beds)	12.4.3	11.58	11.93	12.29
Laundry Allowance	5.7.2	1.91	1.97	2.03

On Call Allowance	Description	As from	As from	As from
		1/04/2012	1/04/2013	1/04/2014
		\$	\$	\$
Registered Nurse and Enrolled Nurse	Saturday, Sunday, Public Holidays and Rostered Days Off	39.16	40.33	41.54
	Monday to Friday	21.40	22.04	22.70
Assistants in Nursing	Saturday, Sunday, Public Holidays and Rostered Days Off	39.16	40.33	41.54
	Night Only - Saturday, Sunday, Public Holidays and Rostered Days Off	24.59	25.33	26.09
	Any other night	21.40	22.04	22.70

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 increase than those prescribed in clause 13.1 will be applied from the operative date of the State Wage Case. Further, any associated State Wage Case increase to allowances listed in clause 13.2 above will be absorbed. This does not limit allowances not specified in clause 13.2 being increased in accordance with any State Wage Case decision.

14. Payroll issues

Queensland Health is working with health unions to manage the ongoing payroll issues, while also implementing system-wide solutions. Queensland Health has adopted benchmarks for addressing underpayment errors.

Queensland Health is committed to correcting individual employee underpayments in accordance with the process outlined below. This process will occur through an individual case management approach.

If an employee incurs an underpayment, Queensland Health will give the correction of such underpayments the highest priority to resolve. If an AVAC form is submitted within 6 weeks of the creation of the underpayment, Queensland Health will:

- 1 maintain a process in all payroll hubs to specifically record and provide for the priority management of the underpayment claims;
- 2 upon being advised of an underpayment, Queensland Health will acknowledge the contact by the employee within 24 hours. Queensland Health will respond to simple claims within 2 working days and complex claims within 5 working days.
- 3 when an underpayment is validated, Queensland Health will ensure a reimbursement will be made as an 'ad hoc' payment within the existing pay cycle, with agreement of the employee, rather than wait for the next pay cycle; and
- 4 Queensland Health will maintain adequate resources to ensure the above service standards are met.

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

15. Salary Sacrificing

15.1 The following definitions will apply for the purposes of this clause:

- (a) **'Fringe Benefits Tax' (FBT):** Means tax imposed by the *Fringe Benefits Tax Act 1986*. The FBT Year refers to the employer's FBT return period of 1 April to 31 March each year.
- (b) **'FBT Exemption Cap':** The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* 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.

- (c) **'Salary Sacrifice':** Salary sacrifice is a system whereby a portion of an employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the employee on the income. This is called salary sacrificing because it is sacrificing salary for a benefit and is at the discretion of the employee for the approved range of items. For example, if an employee who earns \$60,000 gross salary, sacrifices \$10,000, income tax would be payable only on \$50,000.
 - (d) For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under schedule 1 of this agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010*.
- 15.2 Salary sacrificing arrangements will be made available to the following employees covered by this agreement in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C1- 11 and any other relevant PSIER 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 1999* (Qld).
- 15.3 Should an employee elect to sacrifice a portion of their salary to agreed benefits, the employee must submit a signed unamended participation agreement with the employer prior to commencing such arrangements.
- 15.4 Employees may elect to sacrifice the lesser of the following amounts:
- (a) 50% of salary as defined in clause 15.1(d); or
 - (b) where employees are eligible for the FBT exemption cap, up to the grossed up taxable value of benefits that ensures the FBT exemption threshold amount prescribed by legislation is not exceeded, or to 50% of salary, whichever is the lesser.
- 15.5 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 15.6 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.
- 15.7 Despite clause 15.4, employees may sacrifice up to 100% of their salary for superannuation.
- 15.8 If any federal taxation laws passed by the Commonwealth Parliament or rulings by the Australian Taxation Office in relation to salary sacrifice/package have the effect that the benefits of sacrifice/package for employees are reduced or eliminated at any time during the term of this agreement, the employees' rights under this agreement in respect of salary sacrifice/package will be varied accordingly and the rest of the agreement will continue in force.
- 15.9 The employer will be under no obligation to negotiate or agree to any changes to this agreement as a trade-off for salary sacrifice/package benefits which have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The employee's right to sacrifice part of their salary is expressly made subject to any federal taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this agreement.
- 15.10 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 and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.

15.11 Where the employee has elected to sacrifice a portion of the payable salary under schedule 1 of this agreement:

- (a) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed (see definition of salary sacrifice);
- (b) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrificing arrangements;
- (c) salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
- (d) 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 salary sacrificing arrangements.

15.12 The following principles will apply to employees who avail themselves of salary sacrificing:

- (a) no cost to the employer, either directly or indirectly. As part of the salary package arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating employee;
- (b) there will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrificing;
- (c) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
- (d) the employer strongly recommends that employees obtain independent financial advice prior to taking up a salary package;
- (e) there will be no significant additional administrative workload or other ongoing costs to the employer;
- (f) additional administrative and FBT costs are to be met by the employee; and
- (g) any increases or variations to taxation, excluding payroll tax, that result in additional costs will not be met by the employer and will be passed on to the employee as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

16. Midwifery Caseload Model – Annualised Salary

The all purpose loading applicable to the annualised salary of midwives working in a caseload model of care as specified in Schedule 3 of the *Queensland Health Nurses and Midwives Award – State 2011*, will be increased to 35% as from 1 April 2012.

17. Nurse/Midwife Grade 7 – Additional pay point

From 1 April 2014, an additional pay point will be created at the top of the Nurse Grade 7 classification being a new pay point 4. This new pay point will equate to an annual rate of pay of \$99,000 as at 31 March 2012.

Access to this new pay point 4 will be by annual increment. Any Nurse Grade 7 with 12 months, or greater, service at Nurse Grade 7 pay point 3 as at 1 April 2014, will automatically progress to the new pay point 4 as of that date.

Any Nurse Grade 7 with less than 12 months service at pay point 3 as at 1 April 2014, will automatically progress to pay point 4 on achieving 12 months service at pay point 3 (annual increment date).

Any superior award entitlement to progression within a classification level will continue to apply.

18. Night shift allowance

The night shift allowance for all employees who work a Sunday night shift will be increased to 25% as from 1 April 2013.

It is agreed that payment of the 25% *Sunday Night Shift Allowance* means the Sunday penalty rate applies up to 12.00 am (midnight) and the Sunday night shift penalty of 25% applies after midnight on that shift.

As 1 April 2013 is a Monday, and because the *Sunday Night Shift Allowance* commences from midnight on the Sunday night shift, to remove any confusion, it is agreed that the *Sunday Night Shift Allowance* will be paid from 12.00 am (midnight) on 1 April 2013.

19. Associate/Advanced Practice role

From 1 April 2013, a new pay level will be created between the Nurse Grade 6 and Nurse Grade 7 classifications, for the purpose of creating an Associate/Advanced Practice role.

The rate of pay applicable to this role will be 5% above the top pay point of a Nurse Grade 6 classification.

The Associate/Advanced Practice role will be an Associate/Advanced role with positions across all four streams (management, clinical, education and research) of the Nurse Grade 7 classification.

This role will be available for approximately 10% of the current clinical nurse (Nurse Grade 6) workforce (as at time of certification). The definition and selection process for the Associate/Advanced Practice role will be jointly developed by Queensland Health and the QNU in advance of implementation on 1 April 2013.

20. Disaster relief - overtime for senior nurses/midwives required to work

The parties agree to formalise, within one month of certification of agreement, the parameters that specify when a Nurse Grade 9 or above will be able to claim overtime in relation to disasters declared by the delegated authority (natural or internal disasters). These rules will specify when the provision of time off in lieu (TOIL) is inappropriate given the need to work beyond usual hours to maintain clinical services during or after a disaster.

21. Jubilee Day

A one-off Queen's Diamond Jubilee public holiday for Queensland has been legislated to be observed on 11 June 2012.

All work done by an employee during their ordinary shift on this day will be paid at the rate of double-time and a-half (2 ½ times) the ordinary rate.

As this day falls before the anticipated certification of this agreement, Queensland Health will make this payment administratively when this public holiday falls.

PART 3 – EMPLOYMENT CONDITIONS

22. Professional Development

22.1 The professional development entitlement is comprised of two components, leave as set out in clause 22.2 and an allowance as set out in clause 22.3. The entitlement applies to all permanent enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) working 16 hours or more per fortnight to undertake professional development activities relevant to nursing and midwifery practice. The professional development entitlement for nurses and midwives working in designated remote areas as prescribed in HR Policy C2 Remote Area Nurse Incentive Package (RANIP) is set out in clause 22.4.

22.2 Professional development leave

22.2.1 All permanent enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) are entitled to three days (24 hours) per annum (pro rata for part-time) paid professional development leave, cumulative for two years. The leave is paid at single time. The full annual entitlement to leave is available from 1 January each year (or anniversary date if appointed after 1 January 2007).

22.2.2 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.

22.2.3 All reasonable travel time associated with accessing professional development leave in clause 22.2.1 will be treated as paid work time on the basis of no more than 8 hours single time for each day of travel.

22.2.4 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 current mandatory training, maintenance of ongoing nursing skills necessary for a nurse or midwife to perform the normal duties and functions of their position (or other training required by Queensland Health). Professional development leave is not a substitute for the assistance provided by Study and Research Assistance Scheme (SARAS).

22.2.5 Queensland Health will ensure that back-filling for professional development leave is fully funded and incorporated in service budgets.

22.3 Professional development allowance

22.3.1 The professional development allowance will be increased by 3% from 1 April 2012, 1 April 2013 and 1 April 2014.

22.3.2 All permanent enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) who work 16 hours per fortnight or more will be paid the professional development allowance in the last pay period of March and September each year in accordance with the following table:

Category	Payment in last pay period of September 2012	Payment in last pay period of March 2013	Total yearly payment
Category B	\$1287.50	\$1287.50	\$2,575.00
Category A	\$1,030.00	\$1,030.00	\$2,060.00
Category C	\$772.50	\$772.50	\$1,545.00

Category	Payment in last pay period of September 2013	Payment in last pay period of March 2014	Total yearly payment
Category B	\$1326.00	\$1326.00	\$2,652.00
Category A	\$1061.00	\$1061.00	\$2,122.00
Category C	\$795.50	\$795.50	\$1,591.00

Category	Payment in last pay period of September 2014	Payment in last pay period of March 2015	Total yearly payment
Category B	\$1366.00	\$1366.00	\$2,732.00
Category A	\$1093.00	\$1093.00	\$2,186.00
Category C	\$819.50	\$819.50	\$1,639.00

Notes: (1) The above amounts apply to full time nurses and midwives. A pro rata amount is payable to part-time staff working 16 hours or more per fortnight.

(2) The Hospital and Health Services allocated to each category above are set out in Attachment 1 of the HR Policy G15.

22.3.3 The allowance will be paid directly to nurses and midwives 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 paid 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.

22.3.4 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 as from 1 April 2012, 1 April 2013 and 1 April 2014 respectively.

22.4 Remote Area Nursing Incentive Package (RANIP) nurses and midwives

22.4.1 All permanent enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) working 16 hours per fortnight or more in designated remote areas are entitled to a minimum of two weeks professional development leave per annum plus travel as required and enrolment and conference costs for approved courses and conferences as prescribed in HR Policy C2 Remote Area Nurse Incentive Package.

Such leave is to be taken at a time mutually agreeable to the remote area nurse or midwife and the Hospital and Health Service.

22.4.2 Professional development and conference leave may be taken prior to the completion of each 12 months service. The leave accumulates from 1 July each year for nurses and midwives employed as at 1 July 1995 or the date of commencement. The leave is not cumulative past the 12 months entitlement and therefore must be taken within the 12 months period. Leave is not paid out on termination from employment, including resignation, retirement or transfer out of a remote area.

However in special circumstances the Hospital and Health Service Chief Executive, or delegate, may allow accumulation up to a maximum of two years entitlement.

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

22.4.4 Permanent part time enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) are entitled to the same provisions for professional development as full time nurses and midwives, that is, a minimum of two weeks leave per annum plus travel as required and enrolment and conference costs for approved courses and conferences.

22.4.5 RANIP nurses and midwives will continue to receive their professional development entitlements in accordance with the RANIP provisions (HR Policy C2). Without limiting such entitlements, if a RANIP nurse or midwife does not receive an amount equivalent to Category B annual rate prior to the last pay period of September each year, Queensland Health will pay the difference between any amount received and the Category B annual rate.

This payment will be made in the last pay period of September each year. This will ensure that RANIP nurses and midwives are not overall disadvantaged with respect to any RANIP professional development entitlement and the professional development allowance available to other nurses and midwives.

For the purpose of calculating the allowance, nurses and midwives appointed after 30 September in any calendar year will receive a pro rata entitlement for the period from the date of appointment to the last pay period of the following September.

22.4.6 The allowance is paid out on termination from employment, including resignation and retirement.

23. Rural and Remote

The parties recognise that Queensland Health faces a number of challenges in relation to the recruitment and retention of nurses and midwives in rural and remote locations. This includes expanding demand for health services in these areas, the changing composition of health services as a result of the advent of new technology, non-alignment between the service location and where nurses and midwives are located, and competition with the resources sector. Queensland Health will work cooperatively with the QNU to develop ongoing strategies to address these challenges taking into account whole of government considerations. This will include examination of fatigue and overtime arrangements.

From 1 April 2012, the RANIP annual isolation bonus as set out in HR Policy C2 will be increased as follows:

- At conclusion of one year of service - \$3,500
- At conclusion of two years of service - \$10,500
- At conclusion of three or more years - \$7,000

Cooktown will be incorporated as a designated RANIP site effective 1 April 2012.

Within six months of certification of the agreement, the parties will evaluate and enhance the existing criteria for inclusion in RANIP. The aim is to assess the recruitment and retention performance of rural and remote locations, taking into consideration the local environment such as the expanding resources sector, in order to determine eligibility for inclusion in RANIP. Following this evaluation, a process will be jointly developed to consider the inclusion and/or removal of locations on an ongoing basis, subject to the workforce already engaged continuing to receive the package.

HR Policy C2 will be varied to allow RANIP nurses and midwives the ability to cash out the air fare entitlement on a cost neutral basis. The cash equivalent must be directly related to travel being undertaken by the employee or for their spouse/dependants to travel to the centre.

24. Working night shifts

It is recognised that shiftwork is inherent in the provision of a 24/7 health service and presents physiological and social challenges. Innovations in shift arrangements will be adopted in accordance with "The Principles of Best Practice Rostering: Queensland Health Guidelines" with particular focus on recovery time after night shift.

In particular, 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. The facility would be required to be in close vicinity of the clinical unit to ensure access to staff members in the case of an emergency whereby minimum safe staffing models are used such as in a rural setting.

Queensland Health and the QNU will examine incentives for night shift to ascertain the best incentives to achieve sustainable staffing levels across the entire week.

It is agreed that Queensland Health and the QNU will undertake a detailed analysis by 1 April 2013, to identify ways to improve the attractiveness to working night shift and to investigate fatigue management strategies associated with this shift.

Queensland Health agrees to review the application of the definition of “continuous shift worker” and, the associated entitlement to an additional week of annual leave, with respect to employees considered to be working permanent night shifts.

Subject to the outcome of this review, the Chief Executive (Health) (formerly known as Director-General, Queensland Health) will make a final decision no later than 1 April 2013 on the interpretation of the definition of “continuous shift worker”, with respect to employees considered to be working permanent night shifts.

25. Enrolled Nurse Advanced Practice (ENAP)

The parties have developed an agreed procedure for assessing applications for advancement to Enrolled Nurse Advanced Practice. It is agreed that the relevant nursing/midwifery line manager will assess candidates and make recommendations for upgrade to ENAP. A communication strategy will be developed to ensure the process is well understood at facility/service level and the Nursing and Midwifery Consultative Forum (NaMCF) will monitor compliance of the procedure.

26. Graduate Nurse Transition Support

In addition to all current graduate nurse transition support provided by Queensland Health, the following funding support will be provided at a rate:

- equivalent to one additional weeks training for each graduate nurse or midwife; and
- equivalent to one week backfilling for Registered Nurses or Midwives (Nurse Grade 5) at the ratio of one experienced Registered Nurse or Midwife to six new graduates.

27. Transitioning of the nursing and midwifery workforce

Health Workforce Australia has released a report ‘Health Workforce 2025’ that quantifies the magnitude of the projected nursing and midwifery workforce shortages in the coming decade. Deliberate, planned and resourced strategies are necessary to address the anticipated deficit in numbers and skills required to meet service demand.

Nursing and midwifery graduates are the future of the Queensland Health nursing and midwifery workforce. Growth in demand for health care will require an adaptation and expansion of services at the same time as a significant proportion of the nursing and midwifery workforce will reach retirement age and reduce workforce participation. These and other factors will require innovative strategies to manage the transition of new graduates into, and older workers out of, the nursing and midwifery workforce.

The key workforce strategy to sustain and grow the nursing and midwifery workforce is through the recruitment of Queensland graduates. Employment of graduate nurses and midwives into Queensland Health priority areas through recruitment in advance of immediate requirement will occur. This will include the utilisation of concepts such as a virtual pool. Working arrangements will be structured to optimise graduate nurse transition to practice.

In addition, special programs designed for older workers transition to retirement will be implemented incorporating:

- Flexible hours arrangements in the years leading to retirement
- Access to part-time and job share arrangements
- Specifically designed roles including mentoring roles
- Training in performing these roles

28. Workload Management and effective use of the Business Planning Framework: a tool for nursing workload management (BPF)

- 28.1 The BPF is affirmed as the agreed and industrially mandated methodology to ensure safe and sustainable workloads for nurses and midwives.

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.

Consistent with the requirement to manage the continual improvement of business planning practices, processes and tools in response to the changing health environment, further work will be undertaken during the life of this agreement to:

- simplify and restructure the BPF manual to make it easier to understand and implement;
- establish standard definitions of measures such as full time equivalent (FTE), occupied beds days, nursing hours per patient day, nursing hours per occasion of service, nursing hours per activity unit;
- align the BPF with the new environment of Hospital and Health Services and activity based and block funding;
- further customise the BPF for settings such as:
 - Specialist services e.g. Offender Health Services
 - Rural settings
 - Remote settings
 - Maternity
 - Outreach services;
- improve the escalation process, including specialist panels, to ensure effective and timely resolution of workload issues and to ensure that this process is viewed as a continuous improvement activity;
- consistently incorporate general and nursing/midwifery workforce specific mandatory/requisite training;
- develop a shared understanding of the application of “professional judgement as a valid criterion for deeming a definitive staffing level of nurses and midwives as being safe” (clause 4.10.1 of the *Queensland Health Nurses and Midwives Award - State 2011*).

28.2 Business Planning Framework Governance

Each Hospital and Health Services will establish a BPF Steering Committee to ensure transparency in the development and sign-off of the BPF services profiles, including direct links to the budget setting process. 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 Hospital and Health Services. Terms of reference of the steering committee will be jointly developed by Queensland Health and QNU.

28.3 Promotion of Business Planning Framework

It is acknowledged that stakeholders other than the nursing and midwifery workforce and management require an understanding of the importance and benefits of the BPF. QNU and Queensland Health will jointly develop an awareness raising and promotion strategy to drive the acceptance and use of the BPF across Queensland Health.

- 28.4 Commitment to the ongoing application of the BPF and allocation of increased resources to ensure correct application includes:

- BPF sign off process: joint senior nursing/midwifery and Chief Finance Officer sign off;
- Two joint Queensland Health/QNU BPF documents/processes – notional nurse or midwife/patient ratio for each unit and prioritisation notice/process;
- Streamlining Service Profile development and providing greater assistance of Nurse/Midwife Unit Managers (N/MUMs) or equivalent, in the development of Service Profiles;
- Improved processes related to specialist panel escalation process;
- Commitment to reviewing the BPF process over the life of the agreement.

- 28.5 To support the above commitments and principles, a dedicated Nurse Grade 7 position will be established in each Hospital and Health Service to drive productivity enhancement through refinement and promotion of BPF and appropriate skill mix in Hospital and Health Services. Further, this position will support the BPF Steering Committees and nursing management responsible for the application of the BPF.

28.6 In addition, a Nurse Grade 9 Resource Management position at the Nursing and Midwifery Office Queensland (NMOQ) will be established to promote productivity enhancement through the refinement and promotion of the BPF and appropriate skills mix.

29. Banked time arrangements

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 hours bank is created by allowing an individual to bank hours by mutual agreement through upwards and downwards adjustments in accordance with business rules. Business rules will be developed by Queensland Health and the QNU and will include:

- ongoing participation by individual agreement which may be varied or withdrawn by either party at any time by reasonable notice;
- agreement by the relevant line manager;
- consideration of the broader organisational needs;
- ongoing consultation between the individual and relevant line manager;
- defined maximum credit and debit hours;
- alignment with the development of the service profile within the BPF;
- 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;
- regular audit of rosters in accordance with the “The Principles of Best Practice Rostering, Queensland Health Guidelines”;
- appropriate governance arrangements including record keeping.

30. Job Security and Permanent Employment

Queensland Health is committed to maximising permanent employment and job security for its permanent nurses and midwives.

The parties acknowledge that job security for nurses and midwives assists in ensuring workforce stability, cohesion and motivation.

Job reductions by forced redundancies will not occur.

Volunteers and other unpaid persons will not be used to fill funded vacant positions.

Queensland Health supports the accepted industrial principle that temporary and casual nurses and midwives have the right to raise concerns with Queensland Health in relation to their employment status or any other work related matters without fear of victimisation.

31. Contracting Out

31.1 It is the clear policy of Queensland Health not to contract out or to lease current services. There will be no contracting out or leasing of services currently provided by Queensland Health at existing sites except in the following circumstances:

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

Any dispute between the parties arising out of this clause will be dealt with in accordance with clause 10 Prevention and settlement of disputes relating to the interpretation, application or operation of this Agreement.

31.2 Consultation Processes – General

Where Queensland Health 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.

For the purpose of consultation the union will be given relevant documents. Queensland Health 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.

If, after full consultation as outlined above, nurses and midwives are affected by the necessity to contract out or lease current services, Queensland Health will:

- negotiate with the union employment arrangements to assist nurses and midwives to move to employment with the contractor;
- ensure that nurses and midwives are given the option to take up employment with the contractor;
- ensure that nurses and midwives are given the option to accept deployment/redeployment with Queensland Health; and
- ensure that as a last resort, nurses and midwives are given the option of accepting voluntary early retirement.

31.3 Consultation Processes – Emergent Circumstances

Queensland Health 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.

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:

- in the event of critical shortages of skilled staff; or
- extraordinary or unforeseen circumstances.

32. Collocation

32.1 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.

32.2 Collocation of public and private health services will not result in the diminution of public health service or public sector industrial relations standards in Queensland. Collocation agreements will not diminish existing arrangements for provision of public health services by Queensland Health 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

33. Commitment to future Reform and Productivity Enhancements

33.1 The parties have a goal, through the processes and initiatives outlined in this agreement, to achieve productivity enhancement and cashable savings to fund increases in the agreement beyond 2.5% per annum.

The process and initiatives will be agreed and monitored by NaMIG. Queensland Health will not adopt a negative cost cutting approach to pursuing productivity enhancements and is committed to ensure adequate resources are allocated to maximise the full potential of any agreed initiatives.

The parties are committed to proactively participate in a comprehensive reform process to promote new and effective methods of work that deliver increasingly efficient and effective clinical practices while maintaining appropriate clinical outcomes.

33.2 Significant opportunities to enhance productivity and promote effective resource utilisation have been identified by the parties. Given the size and breadth of location of the nursing and midwifery workforce in Queensland Health, nurses and midwives are ideally placed to drive significant productivity improvements within the context of the health reform agenda.

The parties acknowledge that nurses and midwives in management positions require the necessary delegated authority to ensure these productivity enhancements are achieved during the life of the agreement. To this end, local delegations must enable nurses and midwives to achieve productivity enhancements. It is agreed that a joint Queensland Health/QNU review of local delegations framework relating to the initiatives highlighted below will be conducted within six months of certification of this agreement. The agreed necessary amendments to delegate authority to facilitate the achievement of the productivity enhancements will be made at the conclusion of this review. This review process will also

involve the identification of agreed targets with respect to productivity and identification of the enhancements to be achieved via the development of an agreed Key Performance Indicator (KPI) framework.

33.3 A data collection and reporting capacity will be established and funded within NMOQ to compile, analyse and report on the implementation of nursing and midwifery efficiency and effectiveness measures contained in this agreement (including identifying budgetary savings). The scope of this unit will be broad, capturing both the specific initiatives outlined in clause 33.4 below as well as general productivity enhancements arising from the implementation of the BPF, new models of nursing and midwifery and any other productivity enhancements identified during the life of the agreement, including locally identified savings. This functional area of NMOQ will liaise closely with areas such as the Centre for Healthcare Improvement to ensure that the contribution of nursing and midwifery to the achievement of broader organisational improvement agendas is captured. The enhancements achieved will be reported in the annual report of NaMIG via the incorporation of the agreed KPI framework that will include measures relating to workforce, efficiency and effectiveness and quality measures.

33.4 Specific commitments:

The nursing and midwifery workforce will actively support measures to improve access to care through innovative approaches to the patient experience, including the implementation of advanced practice roles. The measures to be supported include but may not be limited to:

- Full implementation of the BPF (which will result in decreased utilisation of agency/casual staff and the implementation of appropriate skills mix according to evidence based practice)
- Criteria Led Discharge
- Hospital in the Home
- Hospital Avoidance Program
- Midwifery led models
- Community Hospital and Other Interface Programs
- Clinical redesign processes including, the Time to Care approach (e.g. The Productive Ward) and Patient Journey Boards
- Improved functioning of multi-disciplinary teams

33.5 The nursing and midwifery workforce will actively support system-wide initiatives to enhance optimisation of funding and effective use of resources through improved systems, processes and revenue generation and enhancement. This includes but may not be limited to:

- Maximising funding opportunities under the Activity Based Funding and block funding arrangements, in particular ensuring that the BPF is appropriately implemented to ensure the matching of supply with demand for nursing and midwifery services;
- Generation of own source revenue for Queensland Health;
- Implementation of eHealth initiatives;
- Implementation of Nurse on Q.

33.6 The parties agree to consider a range of other matters including:-

- The removal of barriers that prevent the utilisation of an employee's full skill, competence and training;
- The development of simplified award/agreement arrangements that do not reduce current entitlements and that are, as a total, cost neutral to Queensland Health;
- The adoption of unit/service specific enterprise flexibility arrangements which allow for adoption of local agreements with specific conditions that promote better work outcomes for Queensland Health and nurses and midwives. It is agreed that such arrangements will require majority employee agreement within the affected workgroup and the consent of the relevant union. Nothing will limit the rights of any party to access the QIRC through the existing dispute settlement process;
- The undertaking of a feasibility analysis and options for the development of an "all in" salary rate, such as that which applies in caseload midwifery annualised salary;
- A process to identify and eliminate waste and inefficiency in work covered by this agreement. This is not designed to encompass issues around restructuring or job reduction;
- The development and rollout of absence management and employee wellbeing arrangements to improve workforce participation. Such arrangements will be genuinely based on improving workplace culture through promoting trust and positive communications.

34. Nurse/Midwife Unit Managers (N/MUM)

It is recognised that the N/MUM role is integral to the delivery of quality, safe patient care and the efficiency and effectiveness of the health system and healthcare reform under the Hospital and Health Services.

Further, it is recognised that some other Nurse Grade 7 positions (eg Nurse Manager) may perform an equivalent role to that of the N/MUM. Also, some Director of Nursing (DON) positions may perform similar roles due to their geographical location (eg Nurse Grade 10 DON). This clause applies to such similar positions.

- It is acknowledged that significant research has been undertaken by both Queensland Health and QNU into the N/MUM role and strategies to support this vital role.
- Within three months of certification of the agreement a communication and implementation plan will be developed to ensure delivery of the agreed recommendations. The communication plan will incorporate an awareness raising and promotion campaign to raise the visibility and understanding of the importance of this role to the delivery of quality patient centred care.
- The parties will work collaboratively to implement the agreed recommendations from the Queensland Health Nursing and Midwifery Office Queensland Nurse Unit Manager Report and Queensland Nurses' Union Nurse and Midwife Unit Manager (N/MUM) Research Project (2011) Report, within 12 months of certification of the agreement.
- The parties agree to revise the role description of the N/MUM role to prioritise the clinical leadership and management role to ensure a consistent approach across Hospital and Health Services.
- The parties acknowledge the importance of the N/MUM as an authorised cost centre manager.
- It is recognised that N/MUMs must be represented in nursing/midwifery and other governance bodies.
- The parties agree to promote and facilitate flexible work arrangements for the N/MUMs.
- A mechanism for ongoing evaluation of the effectiveness of these strategies will be established.

35. Clinical support role for N/MUMs

A Clinical Support role will be introduced into units/wards in Queensland Health to support the N/MUM and provide Queensland Health with a cost effective measure to achieve productivity in unit/ward areas. The role will be a direct report to the N/MUM and performed by an Assistant in Nursing (AIN).

It is recognised that the Clinical Support role will have application to equivalent positions to that of the N/MUM as outlined in clause 34

The role will support improved productivity and assist the functioning of the multidisciplinary patient care teams.

The key functions of the role will include:

- Supporting safe quality patient care;
- Promoting and supporting Queensland Health own sourced revenue;
- Clinical support and assistance as required by the N/MUM.

A needs analysis using the clinical redesign methodology is required to ascertain whether the position is suitable for the unit/ward and can be introduced on a self-funding basis.

Within 12 months of certification of this agreement, Queensland Health and the QNU will undertake demonstration pilots, and NaMIG will monitor the effectiveness of the role where introduced to ensure it provides adequate support for the N/MUM, supports service delivery and is cost effective for Queensland Health.

36. Nursing and Midwifery Workforce Planning

36.1 Changes in community needs require responsive models of nursing and midwifery across the continuum of care.

The parties agree that further development of innovative nursing and midwifery models of care will be undertaken and will develop a toolkit and education package. In the development of this toolkit the following will be taken into account:

- promotion of a robust framework for practice that incorporates generalist and specialist practice
- the importance of interdisciplinary collaboration in health service redesign and practice
- linkages with other clinical improvement areas within Queensland Health, e.g. Centre for Healthcare Improvement (CHI)
- nurses and midwives as navigators and clinical coordinators across the continuum of care
- the importance of data capture to measure and evaluate the impact of new models

- recognition that for innovation to occur it needs to be appropriately resourced with dedicated funding allocated

36.2 Scope of Practice and Advanced Practice: nurses and midwives working to their full scope of practice including expanding advanced practice roles

Nurses and midwives will work to their full scope of practice to improve the flexibility in service delivery in order to respond to these changing community needs.

Queensland Health will increase the number of advanced practice roles including the roles of Nurse Practitioner, Clinical Nurse Consultant, ENAP and midwifery led models. This will enhance the capacity and capability of the nursing and midwifery workforce to improve access to cost effective, safe and quality care. The priority areas include:

- emergency departments;
- primary health care;
- chronic disease management;
- care of older persons;
- mental health; and
- midwifery.

This may involve a review of traditional models, role descriptions and change of practice settings for nursing and midwifery teams within Hospital and Health Services.

A body of work will be undertaken to develop an evidence based nursing and midwifery professional practice framework which will include an examination of:

- skill mix;
- competencies;
- scope of practice including advanced practice;
- professional practice delegations and supervision;
- professional ethics;
- role redesign; and
- the role of advanced practice in the coordination and leadership of care.

36.3 Nursing and Midwifery Workforce Profile: a responsive and flexible skills mix through collaborative change

A workforce profile that enables flexibility within the models of nursing and midwifery is essential for a cost effective and efficient health care system.

In order to make the best use of available resources to respond to service needs Queensland Health requires the ability to respond in a proactive and timely manner in accordance with innovation, models of care, professional judgement and resource frameworks.

A skills mix impact statement pro forma will be jointly developed and endorsed by NaMIG. The skills mix impact statement will be utilised to demonstrate the analysis of workforce needs to inform joint decision making at the local level. The completed skills mix impact statement will be submitted to existing professional practice committees and NaMCFs for monitoring. In accordance with Queensland Health change management processes, a set of criteria will be developed to determine whether a skills impact statement or a business case is the appropriate mechanism to progress the change. NaMIG will review the implementation of this approach within 12 months of certification of agreement.

36.4 Innovation becomes generalised best practice: centres of excellence, new models of care developed and performance measured and monitored with industry standard professional measures

In light of the requirement for Hospital and Health Services to establish a protocol for clinical engagement and community engagement the parties support the concept of developing centres of excellence for nursing and midwifery within Hospital and Health Services with coordination from NMOQ. The centres of excellence will provide leadership and support based on nursing and midwifery sensitive indicators to influence decision making in the areas of workforce, clinical practice and education. This will improve the capacity and capability of the nursing and midwifery workforce in order to enhance service delivery, safety, quality and access to care.

36.5 Innovation and improving access to care

The nursing and midwifery workforce will actively support measures to improve access to care through innovative approaches to the patient experience. The nursing and midwifery workforce will support initiatives that will generate own source revenue for Queensland Health.

36.6 Nursing and midwifery inclusion in governance at all levels

Queensland Health and the QNU acknowledge the value of a nursing and midwifery voice in governance at both the strategic and operational level within the health system, including:

- the relationship between Queensland Health and the QNU at central and local facility level;
- the leadership role of Directors of Nursing and Midwifery Advisory Committee (DONMAC), NaMIG and NaMCFs;
- relationship with other consultative forums, e.g. DCFs;
- health service planning;
- workforce planning including recruitment and retention, skill mix and staff profile;
- effective, efficient and responsible resource management including nursing and midwifery budget;
- introduction of activity based funding (ABF);
- nursing and midwifery input into Hospital and Health Services;
- clinical networks;
- research;
- review and planning for technology/new systems and processes e.g. Payroll, eHealth records;
- partnership with consumers to actively participate in improvements in care;
- interface with external stakeholders including the education sector, professional bodies, regulatory bodies and interdepartmental agencies.

36.7 As Queensland Health transitions to Hospital and Health Services, there is a need to promote state-wide consistency in the application of expectations and responsibilities associated with efficient and effective performance outcomes for nursing and midwifery services.

The aim is that the service provider, Hospital and Health Services, will be supported to achieve activity purchased under ABF and block funding so that a Model of Nursing and Midwifery is translated, enhanced and funded from the current environment to the Hospital and Health Services.

It is recognised that transparent and appropriate measures of performance will be applied and benchmarked with like peer groups. The nursing and midwifery workforce will participate in maximising funding opportunities under the ABF and block funding arrangements.

36.8 Career and classifications

36.8.1 Arising from the career and classification structure project from the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*, further work will be undertaken to develop agreed standardised role descriptions to promote role recognition and the image of nursing and midwifery. It is recognised that unique environments, such as midwifery and rural and remote settings, will require a customised approach.

The HR Policy B7 *Nursing and Midwifery Classification Structure* will be varied to maintain and extend a joint central evaluation process for all unresolved nursing and midwifery classification evaluations. This process will consist of a peer panel including Directors of Nursing (DONs), QNU Professional Officer and a Human Resource representative.

The panel will make recommendations to Hospital and Health Services, or delegated authority, on nursing/midwifery classifications.

36.8.2 It is recognised the nurses occupying the roles of team leaders in Integrated Mental Health and Community Health will receive relevant Health Practitioner (HP) wage rates and conditions, while being required to retain their registration to practice as a nurse. Specific recognition will be given by a notation in the nursing and midwifery classification structure at Schedule 1 of this agreement.

Where nurses occupy Team Leader positions, measures will be undertaken to ensure professional isolation is eliminated. This may require an independent review of measures to address such professional isolation.

36.9 Professional development

Current policies will be redrafted in order to ensure understanding of all the components (i.e. professional development leave and allowance, RANIP professional development and SARAS) and make clear the link with the PAD process. The intention of this redrafting is to improve the uptake of professional development.

Within the context of the existing joint work undertaken in relation to nursing and midwifery workforce strategic directions, NaMCFs are to produce local nursing and midwifery education plans in response to a thorough investigation of the level of uptake of professional development and any barriers to uptake. The intention of this is to contribute to the embedding of a learning culture within the nursing and midwifery workforce.

Education plans could include professional development provided by the Hospital and Health Services which nurses and midwives may use their professional development allowance to attend as agreed, or other innovative professional development activities such as work-shadowing or work exchanges between sister Hospital and Health Services.

Partnership with tertiary institutions provides the opportunity for professional development to be provided by the same institutions for which clinical placements are provided.

36.10 Advanced Practice - nursing and midwifery roles

Work being undertaken by DONMAC to map future priority needs, which is consistent with the jointly developed nursing and midwifery workforce strategic directions, will be the foundation for the establishment of targets and priority areas.

A formal pathway will be developed for Rural and Isolated Practice Health (Drugs & Poisons) Regulation 1996 Registered Nurses (RIPERNs) to become a nurse practitioner or advanced practice nurse/midwife in a rural and remote setting.

A formal pathway will be developed for entry into midwifery models e.g. caseload models.

Postgraduate nursing pathways in mental health will be developed and supported to create a sustainable workforce. This will incorporate the development of clinical progression to nurse practitioner in mental health.

36.11 Undergraduates/Graduates/Postgraduates

- It is acknowledged that it is important to optimise the uptake of first year nurses and midwives given their centrality to creating a sustainable nursing and midwifery workforce in the light of new builds and expected increase of demand for health services. Recruitment plans must acknowledge sufficient lead time in light of the service demands and the appropriate application of the BPF arising from the system manager's purchase requirements.
- To enhance the transition of first year nurses and midwives into the workforce and to support the proliferation of innovation in the nursing and midwifery workforce, employment pathways for Undergraduate Students in Nursing (USINs) such as cadetships and mentorship by experienced registered nurses and midwives will be encouraged.
- The establishment of virtual pools at the Hospital and Health Service level or centrally through Nurse on Q is regarded as an important mechanism to facilitate the employment of first year nurses and midwives.
- Through workforce planning and the appropriate application of the BPF, employment of first year nurses and midwives will be undertaken outside of arbitrary limits such as the notion of staff establishments e.g. to replace periods of long leave.
- ABF, block funding and BPF formulas needs to include appropriate funding for the employment of first year nurses and midwives.
- The availability of clinical facilitation is critical to the employment of first year nurses and midwives.
- The model of nurse education including the role of nurse educators is central to embedding a culture of learning and development.

37. The Principles of Best Practice Rostering: Queensland Health Guidelines

Jointly prepared guidelines have been developed to promote and facilitate standardisation and consistency of practice with respect to rostering within Queensland Health. These guidelines will be regularly reviewed by Queensland Health and the QNU.

A communication plan and training program will be jointly developed to facilitate the implementation of the guidelines with specific input from senior nurses and midwives including N/MUMs.

38. Midwifery Models of Care

Midwifery led models of care are central to facilitating the national health reform agenda including the National Maternity Services Plan.

38.1 In Queensland, significant work has occurred over the last decade in developing and implementing midwifery led models including continuity of care models. Work will be undertaken during the life of the agreement to identify strategies to establish and promote a vital and sustainable midwifery workforce. This will include initial scoping and mapping of the midwifery workforce profile to develop a midwifery workforce plan. This plan will incorporate consideration of changing models of funding, care, education and service demands and community expectations. Outputs will include:

- a proposed governance framework that supports midwifery models of care in the context of the decentralisation of the health system due to the establishment of Hospital and Health Services;
- a midwifery classification and career structure supporting sustainable and responsive models of care, including the utilisation and scope of the roles of the undergraduate student midwives and graduate midwives;
- demonstration of how the classification and career structure may intersect with the existing nursing and midwifery classification and career structure; and
- identification of the impact on service delivery including rural and remote areas.

38.2 Queensland Health and the QNU are committed to advancing midwifery models of care to ensure the provision of quality, safe and responsive care. *Queensland Health's Midwifery Models of Care: implementation guide* is a tool for midwives, managers and Hospital and Health Services to develop caseload and team midwifery models.

38.3 Midwifery models of care are models of maternity services in which midwives are primary caregivers. Local Agreements for a midwifery model of care will be developed in accordance with Schedule 3 of the *Queensland Health Nurses and Midwives Award - State 2011*. Local agreements must be signed by the Hospital and Health Service Chief Executive then forwarded to the Secretary of the QNU for signature.

39. Addressing Broader Workforce Issues

The parties acknowledge the importance of continuing workforce innovation, within a framework based on quality, safety and cost-effectiveness. The parties agree to utilise the Reform Consultative Group as a forum to progress these issues. Key items to be addressed include scope of practice; cross stream workforce flexibility, and appropriate classification stream. The initial priority of this forum will be to examine these issues as they apply to positions which support the following health services:

- Anaesthesia;
- Operating Theatres;
- Plaster/Orthopaedic;
- Central Sterilising; and
- Home Care.

40. National Health Reform

- 40.1 The *Hospitals and Health Boards Act 2011* (the Act) will result in significant changes to Queensland Health's current organisational structure (the reforms). In particular, the Act provides for:
- the current health service districts will evolve into local Hospital and Health Services which will be established as statutory bodies and be run by a Hospital and Health Board; and
 - the department through the Chief Executive (Health) will be the system manager and will continue to be the employer of Queensland Health employees.
- 40.2 The reforms contained in the Act are a critical step in positioning the Queensland health system to be responsive and sustainable into the future.
- 40.3 Existing terms and conditions of employment set out in awards, certified agreement, policies, directives and practices (such as local arrangements for the provision of housing and/or amenities) will continue to apply to Queensland Health employees until such time as these instruments are renegotiated, varied or changed by agreement of the parties.
- 40.4 All existing joint union/management consultative forums will continue to operate in accordance with current terms of reference unless agreed between the parties.
- 40.5 Queensland Health recognises the important role health unions have in the implementation of the reforms. The parties are committed to working together during the implementation of the reforms.
- 40.6 As part of the implementation process, the parties will adhere to the requirements for managing such change contained in the relevant industrial instruments and Queensland Health Change Management Guidelines. The consultation process will not be used to frustrate or delay the reform implementation but rather will ensure that all viable options are considered.
- 40.7 Decision making during reform implementation will be inclusive with employees and their union representatives involved in the decision making process. Local decision making will be encouraged and fostered. Consultation during the implementation process will include the exchange of timely information relevant to the issues at hand and a genuine desire for the consideration of each party's view before a final decision is made.
- 40.8 During the implementation process, Queensland Health will continue to acknowledge the constructive role union workplace representatives/delegates undertake in the workplace. Members will continue to have full access to workplace representatives/delegates during normal working time, provided that service delivery is not disrupted and work requirements not unduly affected. The parties to the agreement will discuss issues relating to National Health Reform through a National Health Reform consultative committee.

It is recognised that the transfer to Hospital and Health Services presents an opportunity to reinforce the characteristics of a positive workplace culture that is responsive to the needs of the workforce and the local community including:

- visible leadership;
- empowerment to make decisions at delegated authority level;
- accountability and responsibility to solve problems as close to source as possible before they escalate;
- strong two-way communication both individual and collective;
- participation in decision making;
- regular positive feedback;
- constructive criticism and support for performance improvement;
- mutual respect between workforce and management, and amongst the whole workforce;
- investment of time and resources in innovation, research and learning.

The QNU and Queensland Health will work together to implement the *Consultation Guidelines - Queensland National Health Reform* so that the nursing and midwifery workforce and management work together at the local level to create a positive workplace culture. In particular attention should be made to the development of workforce impact statements in business cases for organisational change at the Hospital and Health Service level in accordance with Queensland Health change management guidelines and the BPF.

PART 5 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

41. Collective Industrial Relations

- 41.1 Queensland Health is committed to collective agreements with unions and does not support non-union agreements and Queensland Workplace Agreements.
- 41.2 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.
- 41.3 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.
- 41.4 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 4 of this agreement.
- 41.5 The matters contained within Schedule 4 as they apply to nurses and midwives covered by this agreement cannot be amended unless agreed by the parties.
- 41.6 It is further agreed that any increases in monetary amounts as a result of Queensland Industrial Relations Commission decisions, government policy, or Directives under the *Hospitals and Health Boards Act 2011*, or any replacement legislation, will be applied.

42. Commitment to Consultation

- 42.1 The parties to this agreement recognise that for the agreement to be successful, the initiatives contained within this agreement need to be implemented through an open and consultative process, in accordance with clause 40 of this agreement.
- 42.2 The parties to this agreement are committed to involving nurses and midwives and their union representatives in the decision-making processes affecting the workforce. Nurses and midwives 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.
- 42.3 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.
- 42.4 Local, Nursing and Midwifery, and District Consultative Forums (LCF/NaMCF/DCF) will continue in accordance with the Terms of Reference agreed by the parties represented on such Forums.

43. Organisational Change and Restructuring

- 43.1 The parties agree that organisational change and restructuring will be conducted in accordance with the agreed processes outlined in the Queensland Health Change Management Guidelines.
- 43.2 When Queensland Health 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.

44. Implementation

- 44.1 The parties agree that an interest based approach (mutual gains) will be adopted to ensure the appropriate implementation of this agreement occurs at the central and local facility level. An interest based approach aims to:

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

44.2 Such an approach is consistent with affecting the cultural shift required as outlined in the Code of Conduct for the Queensland Public Service. Fair and transparent decision making and an interest based bargaining approach will facilitate the advancement of cultural change within nursing and midwifery.

44.3 NaMIG will be comprised of equal representation from Queensland Health and the QNU, unless agreed otherwise, and will be established to oversee the implementation of this agreement. This group will operate in accordance with the agreed Terms of Reference.

44.4 NaMIG will develop an agreed monitoring framework to measure the implementation of this agreement and will report progress to the Queensland Health nursing and midwifery workforce at least annually during the life of this agreement.

45. Workplace Health and Safety

45.1 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.

45.2 A Queensland Health Workplace Health and Safety Advisory Committee has been established jointly with Queensland Health and the public health sector unions which will continue to oversight progress on workplace health and safety issues.

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

- guidelines on security for health care establishments;
- aggressive behaviour management;
- workplace stress;
- workplace bullying (also refer to clause 8 of this agreement);
- working off-site;
- workplace rehabilitation;
- workers compensation;
- management of ill or injured nurses and midwives; and
- guidelines for work arrangements (including hours of work).

45.4 Prevention of occupational violence

The Prevention of Occupational Violence Steering Committee at the Princess Alexandra Hospital is endorsed as a best practice model to be taken forward to the Workplace Health and Safety Advisory Committee. NMOQ will inform NaMIG in relation to the progress of the work of this committee. The NaMCFs terms of reference will be enhanced to include nurse sensitive indicators in relation to occupational health and safety.

The Queensland Health Occupational Violence Prevention Framework will be implemented within Queensland Health and wherever nurses and midwives work. Performance will be monitored by Hospital and Health Services Occupational Violence Prevention Steering Committees and the Queensland Health Workplace Health and Safety Advisory Committee.

46. Equity

The parties are committed to the principles of equity and merit and thereby to the objectives of the *Public Service Act 2008*, the *Anti-Discrimination Act 1991* and the *Equal Remuneration Principle* (QIRC Statement of Policy 2002).

A Queensland Health Equity and Diversity Reference Group has been established jointly with Queensland Health and the public health sector unions.

The Flexible Work Arrangements Guide has been developed for the purpose to achieve “Work Life Balance” and will be amended from time to time. Queensland Health is committed to implementing all strategies and performance indicators as agreed. Progress towards the achievement of outcomes will be monitored quarterly at DCFs or equivalent. The employer will meet its statutory obligations under the *Public Service Act 2008* to consult with unions by agreed consultative mechanisms. Regular status reports will be provided via the inclusion of this issue as a standing agenda item on DCF or equivalent agendas.

The parties acknowledge that achievement of equity outcomes is largely contingent upon commitment of management to equity outcomes. This will be demonstrated by management practices, the provision of ongoing Equal Employment Opportunity training for managers and employees, the maintenance of Equal Employment Opportunity networks throughout the agency and the commitment to achieve agreed equity outcomes at the facility and corporate office level.

The parties acknowledge that increased flexibility and improvements in working arrangements can further the aims of efficiency, effectiveness and equity.

PART 6 – NO FURTHER CLAIMS

47. No Further Claims

- 47.1 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, it is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not with the exception of the matters in clause 44.2. This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 47.2 It is agreed that the following changes may be made to nurses and midwives’ rights and entitlements during the life of this agreement:
- General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - Any improvements in conditions that are determined on a whole-of-government basis; and
 - Re-evaluations of positions.
- 47.3 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 was made will not be reduced for the life of this agreement.
- 47.4 Leave reserve is recognised to pursue a claim to increase the mental health environmental allowance, with respect to the outcome of the review of the new High Dependency Unit, The Park, West Moreton Hospital and Health Service.

SCHEDULE 1 – Wage rates

Classification Level	Nurse Grade	Band	Pay Point	Wage Rates payable from 01/04/12		Wage Rates payable from 01/04/13		Wage Rates payable from 01/04/14	
				Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
				\$	\$	\$	\$	\$	\$
Assistant in Nursing	Nurse Grade 1		1	\$1,766.30	\$46,082	\$1,826.30	\$47,647	\$1,886.30	\$49,212
			2	\$1,805.40	\$47,102	\$1,865.40	\$48,667	\$1,925.40	\$50,232
			3	\$1,831.10	\$47,772	\$1,891.10	\$49,337	\$1,951.10	\$50,903
			4	\$1,875.80	\$48,938	\$1,935.80	\$50,504	\$1,995.80	\$52,069
			5	\$1,922.20	\$50,149	\$1,982.20	\$51,714	\$2,042.20	\$53,280
			6	\$1,946.70	\$50,788	\$2,006.70	\$52,353	\$2,066.90	\$53,924
Undergraduate Student Nurses / Midwives	Nurse Grade 2		2nd Year Student	\$1,805.40	\$47,102	\$1,865.40	\$48,667	\$1,925.40	\$50,232
			3rd Year Student	\$1,831.10	\$47,772	\$1,891.10	\$49,337	\$1,951.10	\$50,903
Enrolled Nurses	Nurse Grade 3		1	\$1,922.70	\$50,162	\$1,982.70	\$51,727	\$2,042.70	\$53,293
			2	\$1,951.80	\$50,921	\$2,011.80	\$52,486	\$2,072.20	\$54,062
			3	\$1,981.70	\$51,701	\$2,041.70	\$53,266	\$2,103.00	\$54,866
			4	\$2,012.20	\$52,497	\$2,072.60	\$54,073	\$2,134.80	\$55,695
			5	\$2,044.60	\$53,342	\$2,105.90	\$54,941	\$2,169.10	\$56,590
Enrolled Nurse Advanced Practice	Nurse Grade 4		1	\$2,105.60	\$54,934	\$2,168.80	\$56,582	\$2,233.90	\$58,281
			2 *	\$2,235.30	\$58,317	\$2,302.40	\$60,068	\$2,371.50	\$61,871
Registered Nurse** Midwife (only)	Nurse Grade 5		Re-entry	\$2,138.90	\$55,802	\$2,203.10	\$57,477	\$2,269.20	\$59,202
			1	\$2,239.60	\$58,430	\$2,306.80	\$60,183	\$2,376.00	\$61,988
			2	\$2,345.80	\$61,200	\$2,416.20	\$63,037	\$2,488.70	\$64,928
			3	\$2,452.00	\$63,971	\$2,525.60	\$65,891	\$2,601.40	\$67,869
			4	\$2,558.30	\$66,744	\$2,635.00	\$68,745	\$2,714.10	\$70,809
			5	\$2,664.90	\$69,525	\$2,744.80	\$71,610	\$2,827.10	\$73,757
			6	\$2,771.50	\$72,306	\$2,854.60	\$74,474	\$2,940.20	\$76,708
Clinical Nurse Clinical Midwife	Nurse Grade 6		1	\$2,927.40	\$76,374	\$3,015.20	\$78,664	\$3,105.70	\$81,025
			2	\$2,996.50	\$78,177	\$3,086.40	\$80,522	\$3,179.00	\$82,938
			3	\$3,066.10	\$79,992	\$3,158.10	\$82,393	\$3,252.80	\$84,863
			4	\$3,135.90	\$81,813	\$3,230.00	\$84,268	\$3,326.90	\$86,796
Associate/Advanced Practice role	Nurse Grade 6-7A		^ 1			\$3,391.50	\$88,482	\$3,493.20	\$91,135
Clinical Nurse Consultant, Nurse Unit Manager, Nurse Manager, Nurse Educator, Nurse Researcher, Public Health Nurse, and Midwifery equivalents	Nurse Grade 7		1	\$3,598.70	\$93,888	\$3,706.70	\$96,705	\$3,817.90	\$99,606
			2	\$3,762.20	\$98,153	\$3,875.10	\$101,099	\$3,991.40	\$104,133
			3	\$3,856.20	\$100,606	\$3,971.90	\$103,624	\$4,091.10	\$106,734
			# 4					\$4,146.60	\$108,182
Nurse Practitioner	Nurse Grade 8		1	\$4,054.20	\$105,771	\$4,175.80	\$108,944	\$4,301.10	\$112,213
			2	\$4,155.40	\$108,411	\$4,280.10	\$111,665	\$4,408.50	\$115,015

Classification Level	Nurse Grade	Band	Pay Point	Wage Rates payable from 01/04/12		Wage Rates payable from 01/04/13		Wage Rates payable from 01/04/14	
				Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
				\$	\$	\$	\$	\$	\$
Assistant Director of Nursing Nursing Director	Nurse Grade 9	1	1	\$4,233.30	\$110,444	\$4,360.30	\$113,757	\$4,491.10	\$117,170
			2	\$4,439.40	\$115,821	\$4,572.60	\$119,296	\$4,709.80	\$122,875
		2	1	\$4,739.40	\$123,648	\$4,881.60	\$127,357	\$5,028.00	\$131,177
			3	\$5,219.50	\$136,173	\$5,376.10	\$140,259	\$5,537.40	\$144,467
Director of Nursing	Nurse Grade 10	1	1	\$4,138.50	\$107,971	\$4,262.70	\$111,211	\$4,390.60	\$114,548
			2	\$4,326.40	\$112,873	\$4,456.20	\$116,259	\$4,589.90	\$119,747
			3	\$4,434.60	\$115,696	\$4,567.60	\$119,165	\$4,704.60	\$122,740
		2	1	\$4,233.30	\$110,444	\$4,360.30	\$113,757	\$4,491.10	\$117,170
			2	\$4,439.40	\$115,821	\$4,572.60	\$119,296	\$4,709.80	\$122,875
		3	1	\$4,739.40	\$123,648	\$4,881.60	\$127,357	\$5,028.00	\$131,177
			4	\$5,219.50	\$136,173	\$5,376.10	\$140,259	\$5,537.40	\$144,467
		District Director of Nursing	Nurse Grade 11	1	1	\$4,233.30	\$110,444	\$4,360.30	\$113,757
2	\$4,439.40				\$115,821	\$4,572.60	\$119,296	\$4,709.80	\$122,875
2	2			\$4,739.40	\$123,648	\$4,881.60	\$127,357	\$5,028.00	\$131,177
	3			\$5,219.50	\$136,173	\$5,376.10	\$140,259	\$5,537.40	\$144,467
4	\$5,588.70			\$145,805	\$5,756.40	\$150,180	\$5,929.10	\$154,686	
Executive Director of Nursing	Nurse Grade 12		1	\$6,798.40	\$177,365	\$7,002.40	\$182,688	\$7,212.50	\$188,169

**** The 12 month midwifery certificate has ceased. Employees who hold the 12 month midwifery certificate will only increment to Nurse Grade 5 pay point 3 (HR Policy C59 Determining Salary Levels Upon Commencement). A Bachelor of Midwifery (Midwife (only) classification) is equivalent to Registered Nurse and progression is not so limited.**

^ Associate/Advanced Practice role, Nurse Grade 6-7A wage rate payable from 1 April 2013. The definition and selection process for this role will be jointly developed by Queensland Health and Queensland Nurses Union in advance of implementation. Refer clause 19.

Nurse Grade 7 pay point 4 payable from 1 April 2014, and accessible by annual increment. Refer clause 17.

NOTE: Team Leaders in Integrated Mental Health and Community Health will receive Health Practitioner (HP) wage rates and conditions, while being required to retain their registration to practice as a nurse. Refer clause 36.8.2.

SCHEDULE 2 - Continuation of certain provisions of the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*

1. Majority of Shift Provisions (Clause 14 of the Nurses and Midwives EB7 Agreement)

As part of the *Nurses (Queensland Health) Certified Agreement (EB6) 2006* Queensland Health ceased to apply 'majority of shift' definition in relation to night shift allowance and weekend shift penalty rates, and instead applied shift penalties to the actual hours worked.

The parties agree to continue the application of the night shift allowance and weekend penalty rates and, in addition, Queensland Health will also cease to apply a 'majority of shift' definition in relation to public holiday shift penalties.

From 1 July 2010 the penalty rates for public holidays will be paid as follows:

- Night shift before a public holiday:
 - until midnight – applicable shift penalty on that day; and
 - after midnight – public holiday penalty rates.
- Night shift public holiday:
 - until midnight – public holiday penalty; and
 - after midnight – applicable shift penalty on that day.

2. Christmas Day – Special Loading (Clause 18 of the Nurses and Midwives EB7 Agreement)

18.1 The *Nurses (Queensland Public Hospitals) Award 2004*, clause 36.1 Public Holidays – Public Hospitals, currently provides for double time and a half the ordinary rate of pay on show days and one and a half time the ordinary rate of pay on Christmas Day. The following changes relate to the application of this award only because of the existing higher public holiday penalties prescribed in the *Nurses (Queensland Public Health Sector) Award 2004* and the *Public Service Award – State 2003*.

18.2 The Christmas Day public holiday penalty will remain at time and a half with a 100% 'Christmas Day special loading' only payable on 25 December regardless of which actual day is gazetted as the Christmas Day public holiday. The 100% Christmas Day special loading will be offset against reducing the show public holiday penalty loading from double time and a half to time and a half.

18.3 The Christmas Day special loading would be paid in the following way:

Day of the week on which Christmas Day falls	The award rate of pay	Total payment (including Special Loading)
If 25 December is Saturday	One and one half times	Two and one half times
If 25 December is a Sunday	One and three quarters times	Two and three quarters times
If 25 December is Monday to Friday	One and one half times	Two and one half times

18.4 The Christmas Day special loading is in addition to any other entitlement payable on 25 December.

18.5 The relevant provision in the *Queensland Health Nurses and Midwives Award – State 2009*, once made, will be varied by consent to reflect the change to the Show Day public holiday penalty rate only. No other change will be made to the current award provisions in relation to the Show day public holiday.

18.6 The change to the Show Day public holiday penalty from two and one half times to one and a half times and introduction of the Christmas Day special loading will take effect from 1 January 2010.

3. Annual Leave (Clause 24 of the Nurses (Queensland Health) Certified Agreement (EB6) Agreement)

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

Directors of Nursing paid at the Nurse Grade 10 Band 1 rate in Schedule 1 of this agreement will receive an additional one week's annual leave per year. The additional week is further recognition for the extended spread of hours performed by the Directors of Nursing, Nurse Grade 10 Band 1.

4. Extra Leave for Proportionate Salary (Clause 25 of the Nurses (Queensland Health) Certified Agreement (EB6) Agreement)

- 25.1 Extra leave for proportionate salary is a scheme where employees are able to access between one (1) and six (6) weeks “extra” leave in addition to paid annual recreation leave and other entitlements.
- 25.2 The effect is to provide a continuous reduced average salary over the twelve (12) month cycle that allows for the payment of a proportional salary to cover the period of the “extra” leave. This arrangement is sometimes called “purchased leave”.
- 25.3 The existing IRM governing Extra Leave for Proportionate Salary will be rewritten to provide for this arrangement.

SCHEDULE 3 – Conditions of employment – Offender Health Nurses

Note: this schedule provides existing conditions of employment of Offender Health Nurses pending the Queensland Health Nurses and Midwives Award – State 2011, being varied to provide these entitlements.

1. Application

This schedule applies to all nurses working in Queensland Corrective Services Correctional Centres.

2. Operation of Schedule

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. Unless otherwise specified in this schedule, the provisions of the agreement will apply.

3. Pharmacy Allowance

3.1 All nurses will receive, in addition to their normal rates of pay, an allowance of \$30.00 per week for duties pertaining to pharmacy. Such duties include, but are not limited to:

- ordering of stock
- storage of stock
- administer and supply

For part-time and casual nurses the allowance is paid on a pro rata basis for actual hours worked.

3.2 This allowance is a worked based allowance; it is only applicable for time spent at work in the performance of ordinary hours. This allowance is not to be paid for work that exceeds the hours of a full-time nurse and does not apply to any form of leave, with or without pay including suspension or on hours worked as overtime.

3.3 The parties agree to review the way in which pharmacy duties are managed. If the situation arises where pharmacy duties performed by nursing staff are reduced, eased or lessened this allowance will be reviewed accordingly. The parties further agree that the payment of the pharmacy allowance is to be considered as an interim arrangement and this is not to be considered as a permanent allowance in situations where the requirement to perform work in relation to pharmacy duties is reduced, eased or lessened.

4. Aggregated Shift Allowance

4.1 Nurses 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 mean work done by a nurse where the shifts are worked over 24 hours per day seven days per week and the nurse actually works on such rotational basis.

4.2 Nurses 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.

4.3 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 10.4. Payment will be made fortnightly with the nurse's salary and will not be superannuable.

4.4 The parties agree to review this clause should Queensland Corrective Services alter the method of payment for shift allowance for custodial staff at Woodford Correction Centre.

4. Hours

4.1 This clause is to be read in conjunction with hours of work provisions contained in the body of this agreement.

4.2 Full-time nurses are employed for a minimum average of 38 hours per week.

4.3 Regular part-time nurses are employed for a maximum number of hours per month of not less than 0.4 full-time equivalent or more than 0.8 full-time equivalent of the total ordinary monthly working hours of a full-time nurse.

- 4.4 A casual nurse works a maximum of 32 hours in any seven day period except those casual nurses engaged in the performance of 12 hour shifts who will work up to five shifts of 12 ordinary hours in duration in any 14 day period, provided that no more than three 12 hour shifts are performed in any seven day period.

5. Rostering Arrangements

In addition to clause 24 of the *Nurses (Queensland Public Health Sector) Award 2004*, Schedule 7 and clause 22 of the *Nurses (Queensland Health) – Section 170MX Award 2003*, Schedule 8 the following provisions apply.

- 5.1 The current roosting arrangements will continue to apply for each centre:
- Rosters for Offender Health Services will range from one to 30 weeks long but have an average of 38 hours per week over the life of the roster.
 - A roster is a collection of shifts worked, maintaining an average of 38 hours per week for full time nurses.
 - With the exception of casual nurses and subject to clause 5.2, an ordinary shift is to be no less than four hours and no more than 12 hours.
- 5.2 By consultation and mutual agreement, flexible roosting practices may be included in rosters to allow for shifts of varying lengths of anywhere between four hours and 12 hours.
- 5.3 Any nurse may be required to work such reasonable time in excess of ordinary hours as Queensland Health will consider desirable.
- 5.4 A nurse will 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 exception circumstances only.
- 5.5 All nurses in receipt of the aggregated shift allowance or shift workers whose hours of work are regularly rotated in accordance with a shift roster covering two or more shifts per day will have overtime paid at the rate of double time. Overtime will be paid on a nurse's base rate.
- A nurse recalled to work overtime on a Saturday or Sunday will be paid a minimum payment of three hours overtime.
- 5.6 Nurses who work a shift of twelve ordinary hours are entitled to two paid meal breaks, each of thirty minutes duration. The first meal break is to occur between the third and sixth hours of duty and the second meal break is to occur no later than the tenth hour of duty.
- 5.7 Where a nurse works a combination of eight and 12 hour shifts a maximum of five shifts in a row may be worked. This will include a minimum of two eight hour shifts.
- 5.8 A part-time nurse may be rostered up to twelve ordinary hours on any one day.
- 5.9 A casual nurse is to be engaged on an hourly basis and an ordinary shift is to be no more than 12 hours.
- 5.10 Nurses engaged in 12 hour shift arrangements are entitled to a ten hour break between the end of an ordinary rostered shift and the beginning of the next ordinary rostered shift except in emergent circumstances where the minimum will be eight hours.

6. Night Shifts

- 6.1 Rosters may only provide for a maximum of three consecutive 12 hour night shifts or in the case of eight hour shifts, four consecutive eight hour night shifts, for any individual. An additional night shift may only be worked in extreme special compassionate circumstances and only upon presentation of medical evidence. Any decision in this regard is to be endorsed by the Director General or delegated officer.
- 6.2 Following the last night shift worked, staff are to have a minimum break of two clear days between midnight and midnight. For example: if nurse completed block of night shifts on Monday morning (6.00am.) he/she would not commence duty until at least Thursday (6.00am).
- 6.3 Overtime shifts/changes of duty may be worked by consent after a break of one whole day, midnight to midnight, subject to all other guidelines being observed.
- 6.4 Rosters are not to provide for a permanent night shift.

7. Day Shifts

- 7.1 Rosters may only provide for a maximum of four consecutive 12 hour day shifts or six consecutive 8 hour shifts. An additional shift may be worked either by overtime or roster variation or a change of duty by agreement.
- 7.2 Wherever possible, day shifts are not to commence before 6.00am. It is acknowledged that specific operations requirements may necessitate a start prior to 6.00am. however this will be by exception.

8. Rest Days

- 8.1 Nurses engaged in shift work are to have two whole consecutive days off between midnight and midnight, in each seven day period.
- 8.2 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.

9. Changes of Duty/Roster Variations

- 9.1 Changes of duty/roster variations may occur consistent with this agreement and subject to operational convenience.
- 9.2 All changes of duty/roster variations are to be completed within a four week cycle, unless otherwise specifically approved by the Director of Nursing.

10. Annual Leave

A nurse is entitled to recreation leave in accordance with the following:

- 10.1 Southern and Eastern Region –
20 working days (calculated in hours depending on the hours of duty prescribed) for each completed year of service and proportionate amount for an incomplete year of service if the nurse's headquarters are in the Southern and Eastern Region.

Southern and Eastern Region consists of any part of the State, which is both south of the 22nd parallel of south latitude and east of 147° east longitude but excludes the township of Moranbah.

- 10.2 Northern and Western Region –
25 working days (calculated in hours depending on the hours of duty prescribed) for each completed year of service and a proportionate amount for an incomplete year of service if the nurse's headquarters are in the Northern and Western Region.

Northern and Western Region consists of any part of the State not contained within the Southern and Eastern Region.

- 10.3 Continuous shift workers are entitled to additional recreation leave at the rate of one week per year in addition to the above entitlements. Any continuous shift workers in the Northern and Western Region of the State are not entitled to recreation leave in excess of five weeks' leave in each year.
- 10.4 Payment of recreation leave and loading is calculated in accordance with the *Nurses (Queensland Public Health Sector) Award 2004*, Schedule 7 of this agreement.

11. Public Holidays

The following provisions do not apply to those nurses in receipt of an aggregated shift allowance in accordance with clause 4 of this schedule.

- 11.1 All work done by any nurse on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, is to be paid for at the rate of double time and a-half with a minimum of four hours.

- 11.2 a) All nurses covered by this agreement are entitled to be paid a full day's wage for Labour Day (the

first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day. If any nurse actually works on Labour Day, such nurse is to be paid a full day's wage for that day and in addition, a payment for the time actually worked by the nurse at one and a-half times the ordinary rates prescribed for such work with a minimum of four hours.

b) Work performed 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.

- 11.3 All work done by nurses on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district, is to be paid for at the rate of double time and a half with a minimum of four hours.
- 11.4 For the purposes of this subclause, where the rate of wages is a weekly rate, 'double time and a half' means one and one half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.
- 11.5 A nurse who performs work on any public holiday or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, has the option to receive time off equivalent to the number of hours worked, with a minimum of half a working day in lieu of monetary compensation. The nurse, who is granted equivalent time off in terms of this subclause, is to be paid at half the ordinary rate for the time so worked with a minimum of four hours.
- 11.6 Where nurse is entitled to time off in lieu for working on a public holiday, the nurse may choose that the time be added to annual recreation leave or be taken within 28 days of the day on which the nurse worked. If the time off is to be added to the annual recreation leave of any nurse, the time off to be allowed is not to exceed 10 working days in any one year, or 20 working days in the case of a nurse who has permitted recreation leave to accumulate for two years.
- 11.7 Where mutual agreement exists between the employer and the nurse concerned and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in this clause. If a nurse is subsequently required to work on such substituted day, the nurse is to be paid the rate applicable for the holiday that has been substituted.
- 11.8 A nurse who is engaged upon continuous shift work or who works on a two shift per day basis over seven days each week is rostered off on any public holiday will be paid an additional day's wage, or by agreement between the employer and the nurse will be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the nurse concerned, or an extra day will be added to the nurse's annual leave for each such day on which the nurse is rostered off.

Provided that the 'additional day's wages', 'day's holiday' or 'extra day' added to annual leave will mean 8 or 7.25 hours at ordinary rates whatever the case may be.

12. Uniforms

A corporate uniform will be required to be worn by all nurses. The uniform will be provided and replaced by Queensland Health on a reasonable wear and tear basis.

SCHEDULE 4 – Preserved Human Resource Policies (formerly IRMs)

This schedule incorporates employment policies as terms of this agreement. The relevant policies are as follows:

HR Policy group	Old IRM number	Matter
B23	IRM 1.1	Permanent Employment
B24	IRM 1.1-1	Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs
B25	IRM 1.2	Temporary Employment / Fixed Term Appointments
B26	IRM 1.4	Casual Employment
B38	IRM 1.0-2	Graduate Nurse Employment
B39	IRM 2.5-20	Unlimited Hours - Directors of Nursing and Assistant Directors of Nursing
C2	IRM 2.7-17	Remote Area Nursing Incentive Package (RANIP)
C30	IRM 2.1-20	Environment Allowance – Mental Health High Secure and Extended Secure Units
C32	IRM 2.5-4	Compulsory Christmas/New Year Closure
C38	IRM 11.4-1	Leave - Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time and Termination Pay
C39	IRM 11.5-4	Industrial Relations Education Leave
C40	IRM 11.5-17	Special Leave Without Salary to Undertake Work with Relevant Union
C26	IRM 11.7-2	Parental Leave – including spousal, maternity and adoption leave
	IRM 11.7-3	Spousal Leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-4	Maternity leave (paid and unpaid) including paid pre-natal leave
	IRM 11.7-5	Adoption Leave (paid and unpaid) including paid pre-adoption leave
C50	IRM 11.6-1	Seminar and Conference Leave – Within and Outside Australia
D5	IRM 2.2-12	Accommodation Assistance – Rural and Remote Incentive
F4	IRM 3.6-3	Union Encouragement Guidelines including: <ul style="list-style-type: none"> o Collective Industrial Relations o Union Encouragement o Unions Delegates Assistance o Commitment to Consultation
G15		Professional Development Package for Nurses Grade 3 (Enrolled Nurses) and above
OHS Policy 2#21	IRM 3.2-1* (repealed)	Workplace Health and Safety
Qld Govt		Organisational Change and Restructuring (Proposals for Organisational Restructure – PSC Policy)
Qld Govt		Reviews of Work Practices (Proposals for Organisational Restructure – PSC Policy)
Qld Govt		Job Security (Employment Security – PSC Policy)
Qld Govt		Co-location# (Public Private Partnerships – Government Policy)

SIGNATORIES

Signed for and on behalf of **Queensland Department of Health**..... Anthony O'Connell
In the presence of Mark ??????

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig
In the presence of:..... Ben Swan

Signed for and on behalf of the Queensland Nurses' Union of Employees Elizabeth Mohle
In the presence of:..... Mark Dougherty