

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 - s. 156 - Certification of an agreement*

**Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009  
(CA/2009/70)**

DEPUTY PRESIDENT SWAN

18 September 2009

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 27 July 2009 the Commission certifies the following written agreement:

Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009 [as amended]

made between:

- Queensland Department of Health (ABN 66 329 169 412)
- Queensland Nurses' Union of Employees
- The Australian Workers' Union of Employees, Queensland

The agreement was certified by the Commission on 27 July 2009 and shall operate administratively from 1 April 2009 and will have effect from the date of certification by the Queensland Industrial Relations Commission (i.e. 27 July 2009) until its nominal expiry on 31 March 2012.

This agreement replaces:

- CA/2006/244 (Nurses (Queensland Health) Certified Agreement (EB6) 2006);
- CA/2008/324 (Offender Health Services Nurses Interim Certified Agreement 2008); and
- Nurses (Queensland Health) Interim Certified Agreement 2005 (AG2005/8784).

By the Commission.

D.A. SWAN  
Deputy President

**Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009**

**(CA/2009/70)**

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## PART 1- PRELIMINARY MATTERS

### 1. Title

This agreement will be known as the *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*.

### 2. Duration of Agreement

The agreement operates from the date of certification until the nominal expiry date of 31 March 2012. The parties agree that its terms will be given operative effect on and from 1 April 2009.

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

3.1 This agreement incorporates the provisions of the following awards:

- *Nurses (Queensland Public Hospitals) Award 2004* set out in Schedule 6;
- *Nurses (Queensland Public Health Sector) Award 2004* set out in Schedule 7; and
- *Nurses (Queensland Health) – Section 170MX Award 2003* set out in Schedule 8.

Where there is any inconsistency between this certified agreement and the awards at Schedules 6, 7 and 8, the main body of this agreement will prevail to the extent of any inconsistency once it is made.

3.2 The parties agree that Queensland Health will make application to the Queensland Industrial Relations Commission to make the proposed *Queensland Health Nurses and Midwives Award – State 2009* no later than 60 days after certification. This award will replace the *Nurses (Queensland Public Hospitals) Award 2004*, *Nurses (Queensland Public Health Sector) Award 2004* and *Nurses (Queensland Health) – Section 170MX Award 2003*, set out in Schedules 6, 7 and 8 of this agreement. The new award will not reduce the entitlements of nurses and midwives.

The agreement will be read in conjunction with the *Queensland Health Nurses and Midwives Award – State 2009* after it is made. Where there is any inconsistency between this agreement and the *Queensland Health Nurses and Midwives Award – State 2009*, the provisions of the agreement will apply.

3.3 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.

3.4 A number of provisions that were previously contained in the *Nurses (Queensland Health) Certified Agreement (EB6) 2006* are intended to be incorporated into the proposed *Queensland Health Nurses and Midwives Award – State 2009*. Schedule 3 lists these clauses. The clauses will have application from the date of certification until the date that the new award is made.

3.5 This agreement replaces the following certified agreements:

- *Nurses (Queensland Health) Certified Agreement (EB6) 2006*;
- *Nurses (Queensland Health) Interim Certified Agreement 2005*; and
- *Offender Health Services Nurses Interim Certified Agreement 2008*.

#### 4. Parties Bound

4.1 The parties to this agreement are the:

- Queensland Department of Health (Queensland Health); (ABN 66 329 169 412)
- Queensland Nurses' Union of Employees (QNU); and
- The Australian Workers' Union of Employees, Queensland (AWU).

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

4.2. Queensland Health will exhibit a copy of this agreement so as to be easily read by all nurses and midwives:

- in a conspicuous and convenient place at each facility; and
- on the Queensland Health intranet and internet site.

#### 5. 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.

#### 6. Purpose of Agreement

6.1 The purpose of this agreement is to:

- Attract and retain sufficient numbers of appropriately skilled nurses and midwives to Queensland Health to deliver patient centred, safe, quality care, whilst effectively managing workloads.
- Deliver innovative and sustainable models of nursing and midwifery care supported by a responsive skills mix.
- Develop 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.
- Build the non-acute health care system through innovative primary and preventative health care models.
- Deliver health services by optimising the use of the financial resources available while exploring all avenues to increase available financial resources.
- Meet the challenges of providing health services to rural, remote and regional Queenslanders.
- Recognise the QNU as the principal industrial and professional nursing union.
- The parties agree to devolve to district/facility level the partnership approach between the nursing and midwifery workforce and Queensland Health management as an effective way of achieving shared objectives.
- Develop a positive workplace culture where relationships are based on trust and respect and teamwork is fostered, ideas are freely shared and problems solved collaboratively.

6.2 The work outlined in Part 4 - Continuing Nursing and Midwifery Workforce Enhancement underpins the successful implementation of this agreement.

6.3 Existing nursing and midwifery shortages, increasing demand for public health services and changing community expectations regarding the provision of public health services highlight the need for a coordinated and comprehensive nursing and midwifery workforce strategy. Nurses and midwives play a significant role in implementing agreed reform processes within the values that adequately acknowledge the contribution made by nurses and midwives to the provision of quality patient centred public health services to the community of Queensland. The long term nature of health reform is acknowledged, as is the central role this agreement will play in facilitating the ongoing implementation of agreed reforms within the Queensland Health nursing and midwifery workforce.

## **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**

Discussions for a replacement agreement will commence at least six months prior to the expiration of this agreement

## **10. Procedure for Preventing and Settling Disputes and Grievances**

10.1. The parties will use their best endeavours to cooperate in order to avoid grievances arising between the parties or between Queensland Health and an individual nurse or midwife. 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 nurse or midwife about related matters, or a grievance from more than one nurse or midwife about related matters, may be dealt with as one grievance.

10.2. While the dispute procedure is being followed, normal work is to continue except in the case where a nurse or midwife has a reasonable concern about an imminent risk to his or her health and safety. The status quo existing before the emergence of a dispute is to continue whilst the dispute procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

10.3. The grievance processes for nurses and midwives in this agreement, which are detailed in Schedule 2, are:

- Implementation of Agreement Grievances Procedure – in the event of any disagreement between the parties as to the interpretation, application or implementation of this agreement;
- Nursing Workloads Grievance Procedure – in the event of a dispute or grievance about workloads; and
- Grievance Procedure – any grievances not relating to the interpretation, application or implementation of this agreement or nursing workload grievance.

10.4. Where a nurse or midwife has a reasonable concern about an imminent risk to his or her health and safety, the health service district (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
- Nurses and midwives will not work in an unsafe environment. Where appropriate the nurse or midwife will accept reassignment to alternative suitable work/work environment in the meantime;
- Queensland Health in conjunction with the Occupational Health and Safety Committee will promptly ensure that the problem/s are resolved having regard to Occupational Health & Safety standards.

10.5. Without limiting a nurse or midwife's right to pursue a grievance, the parties will not 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.

10.6. For the purposes of this clause of the agreement 'status quo' will mean 'whilst a grievance is being followed, work will continue as it was prior to the grievance occurring, except in cases of safety hazards,

sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity’.

## PART 2 – WAGES AND RELATED MATTERS

### 11. Increases to Wages and Allowances

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

- 4.5% or \$34 per week, whichever is the greater, payable from 1 April 2009;
- 4% or \$34 per week, whichever is the greater, payable from 1 April 2010; and
- 4% or \$34 per week, whichever is the greater, payable from 1 April 2011.

11.2. The following allowances will be increased by 4% from the dates set out in the table below:

Allowance	Clauses	As from 1/04/2009	As from 1/04/2010	As from 1/04/2011
		\$	\$	\$
Dispensary Allowance	Clause 21.3, Schedule 6	1.74	1.81	1.88
Relieving In-Charge and Special Duties Allowance	Clause 28, Schedule 8	10.24	10.65	11.08
Operating Theatre Allowance	Clause 21.10, Schedule 6	2.37	2.46	2.56
Hyperbaric Chamber Allowance	Clause 25, Schedule 8	19.50	20.28	21.09
Mental Health Environment Allowance	Clause 29, Schedule 8	19.50	20.28	21.09
X Ray Allowance	Clause 21.12, Schedule 6	8.68	9.03	9.39
Targeted Training Allowance	Clause 11.2, Schedule 8	26.26	27.31	28.40
Night Supervisors Allowance (100 beds & under)	Clause 21.7, Schedule 6	5.24	5.45	5.67
Night Supervisors Allowance (Over 100 beds)		10.39	10.81	11.24
On Call Allowance	Description	As from 1/04/2009	As from 1/04/2010	As from 1/04/2011
		\$	\$	\$
Registered Nurse and Enrolled Nurse	Sunday, Public Holidays and Rostered Days Off	35.15	36.56	38.02
	Saturday	35.15	36.56	38.02
	Monday to Friday	19.21	19.98	20.78
Assistants in Nursing	Saturday, Sunday, Public Holidays and Rostered Days Off	35.15	36.56	38.02
	<b>Night Only</b> - Saturday, Sunday, Public Holidays and Rostered Days Off	22.07	22.95	23.87
	Any other night	19.21	19.98	20.78

11.3. 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 11.1 will be applied from the operative date of the State Wage Case. Further, any associated State Wage Case increase to allowances listed in clause 11.2 above will be absorbed. This does not limit allowances not specified in clause 11.2 being increased in accordance with any State Wage Case decision.

### 12. Enrolled Nurse (Advanced Practice)

The Enrolled Nurse (Advanced Practice), Nurse Grade 4, Pay Point 2 will increase from \$47,932 to \$50,091 per annum as from 1 April 2009. The wage increases of 4.5%, 4% and 4%, as referred to in clause 11.1, will then be applied to the new increased Enrolled Nurse (Advanced Practice) rate of pay.

### 13. Enrolled Nurse under age 21

The under age 21 rates of pay will be removed from the Enrolled Nurse, Nurse Grade 3 classification. The removal of these rates will take effect from the date of certification of this agreement. All enrolled nurses under the age of 21, at the date of certification, will be paid at 100% of the applicable Enrolled Nurse classification.

### 14. Majority of Shift Provisions

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.

## PART 3 – EMPLOYMENT CONDITIONS

### 15. Professional Development

15.1 The professional development entitlement is comprised of two components, leave as set out in clause 15.3 and an allowance as set out in clause 15.4. The entitlement applies to all permanent Registered and Enrolled Nurses (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 working in designated remote areas as prescribed in IRM 2.7-17 Remote Area Nurse Incentive Package (RANIP) is set out in clause 15.5.

15.2 The method of payment of professional development costs will be changed from the current basis of reimbursement to that of an allowance paid at six monthly intervals. The first payment will occur in the last pay period of March 2010. The next payment will occur in the last pay period of September 2010. The intention of paying the allowance at regular six monthly intervals is to encourage the expenditure of the allowance for professional development purposes. The professional development leave and quantum entitlements existing at the time of certification are retained in HR Policy G15 Professional Development Package for Nurses Grade 3 (Enrolled Nurses) and above.

15.3 Professional development leave

15.3.1 All permanent Registered Nurses and Enrolled Nurses (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).

15.3.2 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.

15.3.3 All reasonable travel time associated with accessing professional development leave in 15.3.1 will be treated as paid work time on the basis of no more than 8 hours single time for each day of travel.

15.3.4 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).

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

#### 15.4 Professional development allowance

15.4.1 Subject to the transitional arrangements set out in subclause 15.4.4, all permanent Registered and Enrolled Nurses (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 March	Payment in last pay period of September	Total yearly payment
Category B	\$1,250	\$1,250	\$2,500
Category A	\$1,000	\$1,000	\$2,000
Category C	\$750	\$750	\$1,500

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) Nurses and midwives appointed after 30 September 2009 will receive a pro rata entitlement for the period from the date of appointment to the last pay period of March 2010. Such pro rata arrangements will apply for new nurses and midwives in each subsequent six month period.

(3) The health service district /facilities allocated to each category above are set out in Attachment 1 of the HR Policy G15.

15.4.2 From the last pay period of March 2010, 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.

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

15.4.4 Transitional arrangements for the professional development allowance are as follows:

- All nurses and midwives will have one month from the date of certification to submit professional development reimbursement claims for payment.
- After this date and before the beginning of the last pay period in September 2009, no reimbursement claims will be authorised by line managers.
- In the last pay period of November 2009, nurses and midwives will be paid the full balance of the professional development entitlement as at end September 2009. This means that nurses and midwives will be paid their entitlement less any reimbursement (finance) payment and PAYG tax.
- The period to be covered in the November 2009 payment will include the calendar year 2008 entitlement and the first nine months of calendar year 2009 entitlement as at end September 2009.
- In the last pay period of March 2010, nurses and midwives will receive six months or pro rata from date of appointment of professional development allowance.

#### 15.5 Remote Area Nursing Incentive Package (RANIP) nurses and midwives

15.5.1 All permanent Registered and Enrolled Nurses (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 IRM 2.7-17 Remote Area Nurse Incentive Package.

Such leave is to be taken at a time mutually agreeable to the remote area nurse and the health service district.

15.5.2 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 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 District Chief Executive Officer or delegate may allow accumulation up to a maximum of two years entitlement.

15.5.3 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.

15.5.4 Permanent part time Registered and Enrolled Nurses (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.

15.5.5 RANIP nurses will continue to receive their professional development entitlements in accordance with the RANIP provisions (IRM 2.7-17). Without limiting such entitlements, if a RANIP nurse does not receive at least \$2,500 per annum prior to the last pay period of September each year, Queensland Health will pay the difference between any amount received and \$2,500.

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

For the purpose of calculating the allowance, nurses and midwives appointed after 30 September 2009 will receive a pro rata entitlement for the period from the date of appointment to the last pay period of September 2010. Such pro rata arrangements will apply for new nurses and midwives in each subsequent 12 month period.

15.5.6 Transitional arrangements for the professional development allowance are as follows:

- All nurses and midwives will have one month from the date of certification to submit any applications for professional development entitlements.
- After this date and before the beginning of the last pay period in September 2009, Queensland Health will calculate any balances owing. Following this date and the finalisation of calculating balances, nurses and midwives will be able to resume submitting applications for professional development.
- In the last pay period of November 2009, nurses and midwives will be paid the full balance of the professional development entitlement as at end September 2009. This means that nurses and midwives will be paid their entitlement less any professional development expenditure and PAYG tax.
- The period to be covered in the November 2009 payment will include the calendar year 2008 entitlement and the first nine months of calendar year 2009 entitlement as at end September 2009.
- In the last pay period of September 2010, nurses and midwives will receive 12 months or pro rata from date of appointment of professional development allowance.

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

## **16. Directors of Nursing and Assistant Directors of Nursing hours**

16.1 Clause 16 of the *Nurses (Queensland Health) Section 170 MX Award 2003*, Schedule 8 of this agreement will be amended to remove references to 'unlimited hours'. This change will be reflected in the finalised *Queensland Health Nurses and Midwives Award – State 2009*. Further, these change will be reflected in the development of a Human Resource Policy to replace IRM 2.5-20 Unlimited Hours – Directors of Nursing and Assistant Directors of Nursing (Nurses EB6 protected) to remove references to 'unlimited hours'

16.2 The requirement to work additional hours in order to perform the job effectively and in accordance with mutually agreed flexible arrangements as set out in Clause 16 of the *Nurses (Queensland Health) Section 170 MX Award 2003*, remains unchanged. That is, 'the usual hours of work for Director of Nursing and Assistant Director of Nursing positions are an average of 38 hours per week, 76 hours per fortnight, or 152

hours in a four week period. However, in order to perform the job effectively, the nurse or midwife may be required to work additional hours as appropriate.'

## 17. Sick Leave – Medical Certificate

The current award provision requiring the production of a medical certificate for sick leave absences of more than two days will be increased to sick leave absences of more than three days. This change will take effect from the date of certification. The finalised *Queensland Health Nurses and Midwives Award – State 2009* will reflect this change.

## 18. Christmas Day – Special Loading

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 a 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.

## 19. 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; and
- equivalent to one week backfilling for Registered Nurses (Nurse Grade 5) at the ratio of one experienced Registered Nurse to six new graduates.

## 20. Midwifery Models of Care

20.1 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 health service districts to develop caseload and team midwifery models.

20.2 Queensland Health and the QNU agree to maintain the industrial framework for a case-load model of care set out in Schedule 9 of this agreement.

20.3 Midwives working in a case-load model are paid an annualised salary in recognition of the flexible patterns of work to provide continuity of care. From 1 April 2009, the all purpose loading payable to midwives working in a case-load model will increase to 30%.

- 20.4 Midwifery models of care are models of maternity services in which midwives are primary caregivers. Local agreements for a midwifery model of care may be developed at the local level in accordance with Schedule 9 of this agreement.
- 20.5 Local agreements must be signed by the District Chief Executive Officer then forwarded to the Secretary of the QNU for signature before implementation.

## **21. Workload Management**

- 21.1 The parties acknowledge the critical importance of the need to effectively manage nursing and midwifery workloads. In particular, the parties acknowledge the *Business Planning Framework (BPF): a tool for workload management* as a workforce planning tool. The fourth edition of the BPF was rolled out with extensive education sessions held across Queensland Health with expert users and steering committees in health service districts established to support the application.
- 21.2 Queensland Health will continue to apply the BPF, and any agreed variations, as a tool for managing nursing and midwifery resources and workload management. The parties also recognise that professional judgement is a valid criterion for deeming a definitive level of nurses and midwives as being safe.
- 21.3 Having regard to workload management issues, the parties agree that where a permanent nurse or midwife leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent nurse or midwife as soon as possible. Where it is not possible to fill a vacancy appropriate workloads will be maintained by the application of the BPF principles.
- 21.4 As set out in clause 25, further refinement and development of the BPF.

## **22. 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.

## **23. Contracting Out**

23.1 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 Procedure for Preventing and Settling Disputes and Grievances of this agreement.

23.2 Consultation Processes – General includes:

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.

### 23.3 Consultation Processes – Emergent Circumstances includes:

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.

## 24. Collocation

24.1 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.

24.2 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

### 25. Nursing and Midwifery Workforce Planning Strategy

25.1 Queensland Health and the QNU acknowledge and value the joint work undertaken to coordinate the implementation of the *Nurses (Queensland Health) Certified Agreement (EB6) 2006*.

25.2 Under that agreement, significant achievements were reached through work undertaken by joint Queensland Health and QNU working parties in the five nursing priority areas of:

- recruitment and retention of nurses;
- effective management of nursing workloads and workforce planning;
- consistent approach to models of contemporary nursing practice;
- nursing education and development framework; and
- work-life balance strategy for nurses.

25.3 It is agreed to further enhance nursing and midwifery workforce planning by building on the work completed in the five nursing priority areas.

25.4 Future work in the areas set out in clause 25.6 below have been recognised as contributing to and informing the nursing and midwifery workforce planning strategy. It is acknowledged that there are a number of activities which occur across Queensland Health informing workforce planning for nurses and midwives, including a range of education reforms. It is not the intention of these negotiations to duplicate or replace these activities.

- 25.5 The Nurses and Midwives EB7 Implementation Group (referred to in clause 33.3) will develop project plans for each of the following areas of work prior to certification. These priority areas of work form an important part of a sustainable nursing and midwifery workforce planning strategy for Queensland Health. Projects will occur during the life of the agreement with progress updates reported to the Nurses and Midwives EB7 Implementation Group on a regular basis. Data sets to quantify, monitor and evaluate outcomes will be developed by the Nurses and Midwives EB7 Implementation Group.
- 25.6 Areas of work to be addressed during the life of the agreement include:
- 25.6.1 *Business Planning Framework* – further refinement and development of the *Business Planning Framework: a tool for workload management (4th edition)* is to occur. Examples of areas of particular focus include the application of the tool to specialty areas, for example, community, peri operative, mental health, specialist outpatient clinics and rural and remote. Other areas of focus include patient acuity, occupancy levels and establishing clarity around definitions on matters such as indirect full time equivalents.
- 25.6.2 *Models of Nursing and Midwifery* - a project will focus on identifying, supporting and evaluating current innovative models of nursing and midwifery in the workforce that promote best practice. For example, nurse practitioner models, midwifery led models, protocol initiated discharge by nurses, the nurses and midwives role in the continuum of care, scope of practice and skill mix across all grades of nurses and midwives.
- 25.6.3 *Working Arrangements* – a project will build on existing strategies to enhance the working arrangements for nurses and midwives. The work will include a review of the best practice rostering guidelines as well as investigating rostering solutions to minimise fatigue, rostering arrangements for night shift and balancing clinical and work life needs.
- 25.6.4 *Classification and Career Structure* - a review of the existing classification and career structure focusing on the generic level statements and definitions to support contemporary models of nursing and midwifery. There will be a focus on optimizing the utilization of roles within the structure with a particular emphasis on key roles such as enrolled nurses, midwives, nurse practitioners and nurse unit managers. The work undertaken in these areas will inform the career structure review.
- 25.7 Queensland Health has allocated \$1 million over the life of the agreement to fund project resources, including project officers where appropriate.
- 25.8 Queensland Health will utilise the Nurses and Midwives EB7 Implementation Group as a forum for consultation on initiatives arising from the above areas of work. Queensland Health will ensure that additional consultation will occur with all affected parties.

## **26. Commitment to Service Improvement**

It is a term of this agreement that the union will cooperate with Queensland Health pursuing an ongoing program of service improvement and revenue strategies, including:

- the realignment of the health service district structure within Queensland Health;
- the implementation of strategies to reduce the use of agency nurses such as utilisation of relief pools; and
- seamless service delivery between acute and non-acute health sectors including the ongoing work through the Nursing and Midwifery State Award project.

## **27. HR Policy (IRM) Consolidation**

The parties acknowledge the need for and are committed to working constructively towards the continuation of the HR Policy (IRM) consolidation project, including the re-formatting of existing ‘protected IRMs’ scheduled to this agreement.

## **28. Addressing 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.

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

### **29. Collective Industrial Relations**

- 29.1 Queensland Health is committed to collective agreements with unions and does not support non-union agreements and Queensland Workplace Agreements.
- 29.2 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.
- 29.3 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.
- 29.4 The parties agree certain matters that apply to nurses and midwives covered by this agreement will be preserved and incorporated as terms of this agreement and contained within Schedule 5 of this agreement.
- 29.5 The matters contained within Schedule 5 as they apply to nurses and midwives covered by this agreement cannot be amended unless agreed by the parties.
- 29.6 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 Health Services Act 1991 will be applied.

### **30. Commitment to Consultation**

- 30.1 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 33 of this agreement.
- 30.2 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.
- 30.3 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.
- 30.4 Local, Nursing and District Consultative Forums (LCF/NCF/DCF) will continue in accordance with the Terms of Reference agreed by the parties represented on such Forums.

### **31. Organisational Change and Restructuring**

- 31.1 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.
- 31.2 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.

### **32. Union Engagement Policy**

The parties agree to continue discussions regarding the development of a 'Union Engagement Policy' through the Reform Consultative Group.

### **33. Implementation**

- 33.1 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.

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

33.3 A Nurses and Midwives EB7 Implementation Group that will be comprised of equal representation from Queensland Health and the QNU will be established to oversee the implementation of this agreement. This group will be established and operate in accordance with the Terms of Reference.

33.4 The Nurses and Midwives EB7 Implementation Group 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.

#### **34. Workplace Health and Safety**

34.1 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.

34.2 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.

34.3 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).

#### **35. Equity**

35.1 The parties are committed to the principles of equity and merit and thereby to the objectives of the Equal Opportunity in Public Employment Act 1992, the Anti-Discrimination Act 1991 and the Equal Remuneration Principle (Queensland Industrial Relations Commission Statement of Policy 2002).

35.2 Queensland Health will meet its statutory obligations under the Equal Opportunity in Public Employment Act 1992 to consult with the union 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.

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

### **PART 6 – NO FURTHER CLAIMS**

#### **36. No Further Claims**

36.1 This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any 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 36.2. This agreement covers all matters or claims that could otherwise be subject to protected industrial action.

- 36.2 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.
- 36.3 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 *Health Service Act 1991* effective at the date of this agreement will not be reduced for the life of this agreement.

**WAGE RATES**

**SCHEDULE 1**

Classification Level	Nurse Grade	Band	Pay Point	Wage Rates payable from 01/04/09		Wage Rates payable from 01/04/10		Wage Rates payable from 01/04/11	
				Per Fortnight	Per Annum	Per Fortnight	Per Annum	Per Fortnight	Per Annum
				\$	\$	\$	\$	\$	\$
Assistant in Nursing	Nurse Grade 1		1	\$1,570.30	\$40,968	\$1,638.30	\$42,742	\$1,706.30	\$44,516
			2	\$1,609.40	\$41,988	\$1,677.40	\$43,762	\$1,745.40	\$45,536
			3	\$1,635.00	\$42,656	\$1,703.00	\$44,430	\$1,771.10	\$46,207
			4	\$1,678.00	\$43,778	\$1,746.00	\$45,552	\$1,815.80	\$47,373
			5	\$1,721.70	\$44,918	\$1,790.60	\$46,715	\$1,862.20	\$48,583
			6	\$1,744.30	\$45,508	\$1,814.10	\$47,329	\$1,886.70	\$49,223
Undergraduate Student Nurses / Midwives	Nurse Grade 2		2nd Year Student	\$1,609.40	\$41,988	\$1,677.40	\$43,762	\$1,745.40	\$45,536
			3rd Year Student	\$1,635.00	\$42,656	\$1,703.00	\$44,430	\$1,771.10	\$46,207
Enrolled Nurses	Nurse Grade 3		1	\$1,722.20	\$44,931	\$1,791.10	\$46,729	\$1,862.70	\$48,597
			2	\$1,749.00	\$45,630	\$1,819.00	\$47,456	\$1,891.80	\$49,356
			3	\$1,776.70	\$46,353	\$1,847.80	\$48,208	\$1,921.70	\$50,136
			4	\$1,804.90	\$47,089	\$1,877.10	\$48,972	\$1,952.20	\$50,932
			5	\$1,834.90	\$47,871	\$1,908.30	\$49,786	\$1,984.60	\$51,777
Enrolled Nurse Advanced Practice	Nurse Grade 4		1	\$1,890.10	\$49,311	\$1,965.70	\$51,284	\$2,044.30	\$53,334
			2 *	\$2,006.40	\$52,346	\$2,086.70	\$54,441	\$2,170.20	\$56,619
Registered Nurse ** Midwife (only)	Nurse Grade 5		Re-entry	\$1,919.90	\$50,089	\$1,996.70	\$52,092	\$2,076.60	\$54,177
			1	\$2,010.40	\$52,450	\$2,090.80	\$54,547	\$2,174.40	\$56,729
			2	\$2,105.70	\$54,936	\$2,189.90	\$57,133	\$2,277.50	\$59,418
			3	\$2,201.00	\$57,423	\$2,289.00	\$59,718	\$2,380.60	\$62,108
			4	\$2,296.40	\$59,911	\$2,388.30	\$62,309	\$2,483.80	\$64,801
			5	\$2,392.10	\$62,408	\$2,487.80	\$64,905	\$2,587.30	\$67,501
			6	\$2,487.80	\$64,905	\$2,587.30	\$67,501	\$2,690.80	\$70,201
Clinical Nurse	Nurse Grade 6		1	\$2,627.70	\$68,555	\$2,732.80	\$71,297	\$2,842.10	\$74,148
			2	\$2,689.70	\$70,172	\$2,797.30	\$72,980	\$2,909.20	\$75,899

<b>Clinical Midwife</b>			3	\$2,752.20	\$71,803	\$2,862.30	\$74,675	\$2,976.80	\$77,663
			4	\$2,814.90	\$73,439	\$2,927.50	\$76,376	\$3,044.60	\$79,431
<b>Classification Level</b>	<b>Nurse Grade</b>	<b>Band</b>	<b>Pay Point</b>	<b>Wage Rates payable from 01/04/09</b>		<b>Wage Rates payable from 01/04/10</b>		<b>Wage Rates payable from 01/04/11</b>	
				<b>Per Fortnight</b>	<b>Per Annum</b>	<b>Per Fortnight</b>	<b>Per Annum</b>	<b>Per Fortnight</b>	<b>Per Annum</b>
				<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Clinical Nurse Consultant, Nurse Unit Manager, Nurse Manager, Nurse Educator, Nurse Researcher, Public Health Nurse, Nurse Practitioner Candidate</b>	<b>Nurse Grade 7</b>		1	\$3,230.30	\$84,276	\$3,359.50	\$87,647	\$3,493.90	\$91,153
			2	\$3,377.00	\$88,104	\$3,512.10	\$91,628	\$3,652.60	\$95,294
			3	\$3,461.40	\$90,305	\$3,599.90	\$93,919	\$3,743.90	\$97,676
<b>Nurse Practitioner</b>	<b>Nurse Grade 8</b>		1	\$3,639.10	\$94,942	\$3,784.70	\$98,740	\$3,936.10	\$102,690
			2	\$3,730.00	\$97,313	\$3,879.20	\$101,206	\$4,034.40	\$105,255
<b>Assistant Director of Nursing Nursing Director</b>	<b>Nurse Grade 9</b>	<b>1</b>	1	\$3,799.90	\$99,137	\$3,951.90	\$103,102	\$4,110.00	\$107,227
			2	\$3,984.90	\$103,963	\$4,144.30	\$108,122	\$4,310.10	\$112,447
		<b>2</b>	1	\$4,254.20	\$110,989	\$4,424.40	\$115,429	\$4,601.40	\$120,047
			3	\$4,685.20	\$122,234	\$4,872.60	\$127,123	\$5,067.50	\$132,207
<b>Director of Nursing</b>	<b>Nurse Grade 10</b>	<b>1</b>	1	\$3,714.90	\$96,919	\$3,863.50	\$100,796	\$4,018.00	\$104,827
			2	\$3,883.50	\$101,318	\$4,038.80	\$105,369	\$4,200.40	\$109,585
			3	\$3,980.60	\$103,851	\$4,139.80	\$108,004	\$4,305.40	\$112,325
		<b>2</b>	1	\$3,799.90	\$99,137	\$3,951.90	\$103,102	\$4,110.00	\$107,227
			2	\$3,984.90	\$103,963	\$4,144.30	\$108,122	\$4,310.10	\$112,447
		<b>3</b>	1	\$4,254.20	\$110,989	\$4,424.40	\$115,429	\$4,601.40	\$120,047
			4	\$4,685.20	\$122,234	\$4,872.60	\$127,123	\$5,067.50	\$132,207
<b>District Director of Nursing</b>	<b>Nursing Grade 11</b>	<b>1</b>	1	\$3,799.90	\$99,137	\$3,951.90	\$103,102	\$4,110.00	\$107,227
			2	\$3,984.90	\$103,963	\$4,144.30	\$108,122	\$4,310.10	\$112,447
		<b>2</b>	2	\$4,254.20	\$110,989	\$4,424.40	\$115,429	\$4,601.40	\$120,047
			3	\$4,685.20	\$122,234	\$4,872.60	\$127,123	\$5,067.50	\$132,207
		<b>4</b>	2	\$5,016.50	\$130,877	\$5,217.20	\$136,113	\$5,425.90	\$141,558
<b>Executive Director of Nursing</b>	<b>Nursing Grade 12</b>		1	\$6,102.40	\$159,207	\$6,346.50	\$165,576	\$6,600.40	\$172,200

*\* ENAP 2nd yr: Wage Increase from \$47,932 p.a. to \$50,091 as from 1 April, 2009 (EB Increase of 4.5% to apply to new rate).*

*\*\* 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 (IRM 4.2-15).  
A Bachelor of Midwifery (Midwife (only) classification) is equivalent to Registered Nurse and progression is not so limited.*

## PROCEDURES FOR PREVENTING AND SETTLING DISPUTES AND GRIEVANCES

For the purpose of the following grievance procedures Chief Executive means Director-General.

### 1. Interpretation, Application or Implementation of Agreement Grievances Procedure

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

- a) The matter is to be discussed between the nurse/s or midwife/s concerned and their line manager in the first instance. This discussion should take place within 24 hours of the issue being raised and will take no longer than seven days of the issue being raised.
- b) If the matter is not resolved at the local level, it will be referred to the relevant union official and health service district management (or equivalent) for resolution. This stage will be no longer than 14 days.
- c) If the matter remains unresolved, it will be referred to the State Secretary of the union and/or nominee and the Chief Executive of Queensland Health and/or nominee. The parties will discuss the issue and decide on appropriate action. Where appropriate, matters may be referred to the Nurses and Midwives EB7 Implementation Group.
- d) If the matter is not resolved then either party may refer it to the Queensland Industrial Relations Commission.

### 2. Nursing Workloads Grievance Procedure

Any workload grievance relating to nursing workload will be resolved by following the steps set out below. Any nurse or management representative and parties to this agreement may raise a grievance under this procedure.

#### Step 1

If a grievance is raised regarding a staffing issue it will first be raised at ward/unit level with the Grade 7 nurse responsible, for the purpose of ensuring that the *Business Planning Framework (BPF): a tool for nursing workload management* has been correctly applied. The discussion should take place within 24 hours.

#### Step 2

If a grievance cannot be resolved at Step 1, the matter must be taken to the officer designated as the Nurse Executive (ie. Nursing Director, Assistant Director of Nursing or Director of Nursing, depending on the nursing executive structure of the facility).

#### Step 3

If the matter is still unable to be resolved, it should be referred to the Workload Management Committee (a Steering Committee or Nursing Consultative Forum can be agreed alternatives) for advice and recommendation. The matter should be referred to the next immediate meeting of the Committee/Forum. It would be expected that the Director of Nursing and the responsible union official would then confer on the recommendations, and that suitable action would be taken to resolve the grievance.

#### Step 4

If the grievance cannot be resolved at Step 3, it will be referred to a specialist panel for the determination of an outcome. The specialist panel should be constituted and meet in a manner to most effectively and efficiently resolve the workload grievance. The specialist panel will be convened and will include:

- a nurse management nominee; and
- a union nominee.

Both must be trained in the application of the BPF.

#### Step 5

If the grievance cannot be resolved at Step 4, either party may refer the matter to the Queensland Industrial Relations Commission for its assistance which will include conciliation and, if necessary, arbitration.

### 3. Other Grievances Procedure

The objectives of this procedure are to promote the prompt resolution of grievances by consultation, cooperation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

This procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 1999* except grievance on the application, interpretation and implementation of this agreement.

#### Stage 1

In the first instance the nurse or midwife will inform their immediate supervisor of the existence of the grievance and they will attempt to resolve the grievance. It is recognised that a nurse or midwife may wish to exercise the right to consult such their union representative during the course of Stage 1.

Discussions should take place between the nurse or midwife and their supervisor within 24 hours and the procedure should not extend beyond seven days.

#### Stage 2

If the grievance remains unresolved, the nurse or midwife will refer the grievance to the next in line management (the Manager). The Manager will consult with the parties. The nurse or midwife may exercise the right to consult or be represented by their union representative during the course of Stage 2.

This stage should not exceed seven days.

#### Stage 3

If the grievance is still unresolved, the Manager will advise the Chief Executive and the aggrieved nurse or midwife may submit the matter in writing to the Chief Executive of the organisation if the nurse or midwife wishes to pursue the matter further. If desired by either party, the matter will also be notified to the union.

This stage should not exceed 14 days.

If the grievance is not settled the matter may be referred to the Public Service Commissioner or the Queensland Industrial Relations Commission by the nurse or midwife or the union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

Where the grievance involves allegations of sexual harassment, a nurse or midwife may commence the procedure at Stage 3.

The Chief Executive will ensure that:

- the aggrieved nurse or midwife or such their union representative has the opportunity to present all aspects of the grievance;
- the grievance will be investigated in a thorough, fair and impartial manner; and
- the Chief Executive may appoint another person to investigate the grievance.

The Chief Executive may consult with the union in appointing an investigating officer. The appointed person will be other than the nurse or midwife's supervisor or Manager.

If the matter is notified to the union, the investigating officer will consult with the union during the course of the investigation. The Chief Executive will advise the nurse or midwife initiating the grievance, their union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under this clause to a nominated representative.

This procedure is to be completed in accordance with the stated timeframes unless the parties agree otherwise.

**CONTINUATION OF CERTAIN PROVISIONS OF NURSES (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (EB6) 2006**

1. Clause 32 of the *Nurses (Queensland Health) Certified Agreement (EB6) 2006* provided that the parties would negotiate new awards under the *Industrial Relations Act 1999* to replace the following:
  - *Nurses (Queensland Public Hospitals) Award 2004*;
  - *Nurses (Queensland Public Health Sector) Award 2004*; and
  - *Nurses (Queensland Health) Section 170MX Award 2003*.
2. The parties agree that the above three awards would be replaced with a single new award, the *Queensland Health Nurses and Midwives Award – State 2009*.
3. The parties agree that Queensland Health will make application to the Queensland Industrial Relations Commission to make the proposed *Queensland Health Nurses and Midwives Award – State 2009* no later than 60 days after certification. This award will replace the *Nurses (Queensland Public Hospitals) Award 2004*, *Nurses (Queensland Public Health Sector) Award 2004* and *Nurses (Queensland Health) – Section 170MX Award 2003*, set out in Schedules 6, 7 and 8 of this agreement. The new award will not reduce the entitlements of nurses and midwives.
4. A number of provisions that were in the *Nurses (Queensland Health) Certified Agreement (EB6) 2006* (referred to in this schedule as the ‘Nurses EB6 agreement’) will be incorporated into the new award or HR Policy. To ensure the continuing application of these provisions until such time as the proposed new award comes into effect, the following provisions are retained in this agreement and the award is made.
5. **Continuing Education Credentials – Accelerated Advancement and Qualifications Allowance (Clause 10 of the Nurses EB6 Agreement)**

From 1 July 2005, for the purpose of entitlement to Continuing Education Accelerated Advancement under clause 27 of Schedule 4:

- A **continuing education credential** is the qualification of a Graduate Certificate; Graduate Diploma; or a qualification of equivalent value recognised by the employer; or, a second degree relevant to the employee’s current position.
- A **continuing education advanced credential** is the qualification of a Masters or PhD degree relevant to the employee’s current position.

**6. Night Shift Allowance (Clause 11 of the Nurses EB6 Agreement)**

Night shift allowance for Registered Nurses and Enrolled Nurses will increase to 20%, as from 27 March 2006.

Night shift allowance for Assistant’s in Nursing will increase to 17.5% as from 27 March 2006.

Queensland Health will cease to apply a ‘majority of shift’ definition in relation to the shifts outlined in the table below. As from 1 July 2006 the penalty rates will be paid as follows:

Friday night shift – until midnight	Night shift allowance
Friday night shift – after midnight	Saturday penalty rates
Saturday night shift - until midnight	Saturday penalty rates
Saturday night shift – after midnight	Sunday penalty rates
Sunday night shift – until midnight	Sunday penalty rates
Sunday night shift – after midnight	Night shift allowance

**7. Salary Packaging (Clause 13 of the Nurses EB6 Agreement)**

Current salary sacrifice arrangements, as set out in clause 10 of Schedule 4, will be adjusted to permit employees to sacrifice to superannuation up to 100% per cent of salary.

**8. Superannuation (Clause 14 of the Nurses EB6 Agreement)**

Effective from 1 July 2006, the employer contribution to employee superannuation shall equal at least 9% of Ordinary Time earnings as defined by the *Superannuation Laws Amendment (2004 Measures No. 2) Act 2004*. The employer shall demonstrate to employees that the employer superannuation obligations have been met.

**9. Rest Breaks Between Shifts (Clause 21 of the Nurses EB6 Agreement)**

From 26 October 2005, for the purpose of clause 31 in Schedule 4 of the Nurses EB6 Agreement, “**double rates**” is substituted for “**double time**” wherever the phrase “double time” occurs. “**Double rates**” means single time extra above the ordinary rate of pay set down for the day upon which the employee is rostered for duty.

**10. Parental Leave (Clause 22 of the Nurses EB6 Agreement, varied to increase the period of paid maternity leave from 12 weeks to 14 weeks)**

The existing IRMs governing employees’ entitlement to parental leave will be adjusted to provide 14 weeks paid maternity leave which may be taken at half pay for double the period of time and 14 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time. The increased leave will take effect from 1 July 2005.

**11. Long Service Leave (Clause 23 of the Nurses EB6 Agreement)**

The existing IRMs governing employees’ entitlement to long service leave will be adjusted to provide for:

- the taking of leave on a pro rata basis after 7 years continuous service;
- no alteration to the existing arrangements for cash in lieu of leave on termination;
- the taking of long service leave at half pay for double the period of time;
- a minimum period of leave is one week.

Where an employee voluntarily reverts to a lower classification, the employee shall be entitled to leave accrued as at the date of the reversion at the salary applicable at the date of the reversion. The employee is not compelled to take accrued long service leave at the date of voluntary reversion to a lower classification.

**12. Annual Leave (Clause 24 of the Nurses 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.

**13. Extra Leave for Proportionate Salary (Clause 25 of the Nurses EB6 Agreement)**

Extra leave for proportionate salary is a scheme where employees are able to access between one and six weeks “extra” leave in addition to paid annual recreation leave and other entitlements.

The effect is to provide a continuous reduced average salary over the twelve 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”.

The existing IRM governing Extra Leave for Proportionate Salary will be rewritten to provide for this arrangement.

**14. Remote Area Incentive Package (RANIP) (clause 18 of Nurses EB6 Agreement)**

The RANIP arrangements were extended to include Enrolled Nurses and were also applied to the Mt Isa Health Service District in accordance with Queensland Health Circular ER109/06, issued on 7 November 2006.

## CONDITIONS OF EMPLOYMENT, OFFENDER HEALTH NURSES

### 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.

### 5. Hours

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

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

5.3 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.

- 5.4 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.

## 6. 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.

- 6.1 The current rostering 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.
- 6.2 By consultation and mutual agreement, flexible rostering practices may be included in rosters to allow for shifts of varying lengths of anywhere between four hours and 12 hours.
- 6.3 Any nurse may be required to work such reasonable time in excess of ordinary hours as Queensland Health will consider desirable.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 A part-time nurse may be rostered up to 12 ordinary hours on any one day.
- 6.9 A casual nurse is to be engaged on an hourly basis and an ordinary shift is to be no more than 12 hours.
- 6.10 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.

## 7. Night Shifts

- 7.1 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.
- 7.2 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).
- 7.3 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.
- 7.4 Rosters are not to provide for a permanent night shift.

## 8. Day Shifts

- 8.1 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.
- 8.2 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.

## 9. Rest Days

- 9.1 Nurses engaged in shift work are to have two whole consecutive days off between midnight and midnight, in each seven day period.
- 9.2 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.

## 10. Changes of Duty/Roster Variations

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

## 11. Annual Leave

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

- 11.1 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.

- 11.2 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.

- 11.3 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.
- 11.4 Payment of recreation leave and loading is calculated in accordance with the *Nurses (Queensland Public Health Sector) Award 2004*, Schedule 7 of this agreement.

## 12. 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.

- 12.1 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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 eight or 7.25 hours at ordinary rates whatever the case may be.

### 13. 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.

**PRESERVED HUMAN RESOURCE POLICIES (FORMERLY IRMs)**

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

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

**COPY OF AW835228 - NURSES (QUEENSLAND PUBLIC HOSPITALS) AWARD 2004**

*COPY OF Nurses (Queensland Public Health Sector) Award 2004*

*COPY OF Nurses (Queensland Health) – Section 170MX Award 2003*

## MIDWIFERY MODELS OF CARE

### 1. Models of care definitions

- 1.1 'Midwifery Models of Care' are models of maternity services in which midwives are primary caregivers. These services may include midwife clinics, community midwifery, team midwifery and birth centres.
- 1.2 'Continuity of Midwifery Care' is a consistent philosophy requiring an organisational structure around which this type of care is provided. Models of continuity of care fall into two general categories:
- (a) Caseload; and
  - (b) Team Midwifery.
- 1.3 'Caseload Midwifery Model' also referred to as 'Group Practice' is a small group of midwives (two or three) with a focus on continuity of carer approach and who provide antenatal, intrapartum and postnatal care for a defined number of women.
- 1.4 'Team Midwifery Model' is a team of midwives (six to eight) who collaborate to provide antenatal, intrapartum and postnatal care for a defined group of women. It is a model of maternity care provided by a team of midwives who may provide continuity of care through pregnancy, labour and birth and early parenting.
- 1.5 'Core Midwives' are midwives within a maternity unit who do not participate in team midwifery or caseload/group practice models. Core midwives may be based in one area (antenatal, labour and birth or postnatal) and may not necessarily follow the same group of women throughout the child bearing period.

### 2. Local arrangements

- 2.1 Before a midwifery model of care is developed in a facility, a working group should be established. The working group should include representative midwives, Queensland Health Managers, the QNU and other key stakeholders to consider the appropriate midwifery model. The working group should take into consideration consumers' and community needs.
- 2.2 Districts will develop local agreements to support the agreed midwifery model of care. Districts will review and analyse the service provided on an ongoing basis. The review process should be built into the local agreements. Local agreements must be signed by the District Chief Executive Officer then forwarded to the Secretary of the QNU for signature before implementation.

### 3. Industrial framework for a caseload model of care

- 3.1 Participation  
Participation in a caseload model of care will be voluntary. Midwives who do not participate in the caseload model will not be paid an annualised salary, as outlined in clause 3.4 and will be paid in accordance with the award/agreement provisions for time worked.
- 3.2 Reversion  
Midwives who participate in a caseload model and receive an annualised salary may revert to payment on the basis of time worked. In such cases the midwife should provide four weeks notice of their intention to return to payment on the basis of actual time worked. In exceptional circumstances the employer may waive the giving of four weeks' notice.
- 3.3 Caseload
- (a) The caseload will equate to a midwife working 38 hours per week, that is, a full-time midwife under Schedule 2, and will be based on a full-time midwife providing full care to 40 clients in a 12 month period. Part-time midwives will be designated a caseload on a proportional basis.
  - (b) The parties acknowledge that the caseload of a midwife may vary depending upon the nature of the midwifery service, the skills mix of the midwives within the midwifery service and the risk profile of the clients. Accordingly the determination of specific caseloads within a particular service will be determined during the consultation for the local agreement.
  - (c) A rural/remote caseload model providing an extended service, such as lactation consultant, pap smear and/or immunisation provider, in addition to antenatal and postnatal care for at risk women (for example indigenous women or socially disadvantaged groups) may have a caseload less than 40 per year per full-time midwife.

### 3.4 Annualised salary

- (a) Midwives working in a caseload model will be paid an annualised salary in recognition of flexible patterns of work to provide continuity of care. The annualised salary is the ordinary rate of pay as set out in Schedule One – Wages and an all purpose loading of 30%, which is in compensation for ordinary hours worked and for the following:
  - (i) Public holiday penalty rates;
  - (ii) Saturday shift penalty rates;
  - (iii) Sunday shift penalty rates;
  - (iv) Afternoon shift penalty rates;
  - (v) Night shift penalty rates;
  - (vi) Meal allowances relating to overtime;
  - (vii) Overtime payments, except as provided for in clause 3.6, (excess hours), including re-call payments;
  - (viii) On-call allowances; and
  - (ix) Annual leave loading on five weeks annual leave.
- (b) Six months after a caseload model is adopted at a centre, the adequacy of the annualised salary loading will be reviewed in accordance with agreed criteria.
- (c) Midwives working in a team or core midwifery model are not eligible for an annualised salary.

### 3.5 Patterns of work

- (a) Midwives working in a caseload model will organise their own hours of work in consultation with their line manager (nursing), provided that they are able to meet the assessed needs of clients.
- (b) Midwives will not be required to work for periods longer than eight hours and can choose to hand over care of the clients at that time. The midwife will have the discretion to work up to, but not longer than 12 hours to meet the needs of the client.
- (c) Each midwife will have a period of at least eight hours, within any 24 hour period, continuously free of duty other than on-call and recall.
- (d) Each midwife will have an average of four days off duty per fortnight, with at least two consecutive days free of planned work and on-call or recall.
- (e) Midwives will not be permitted to work for more than seven days in succession other than where the midwife is recalled to work.

### 3.6 Excess hours

- (a) The hours of work will be averaged over an eight week cycle. The first 30 hours worked in excess of 304 hours in an eight week cycle will be taken as time off in lieu (TOIL). Hours worked in excess of 334 will be paid at the overtime rate of time and one half for the first three hours and double time thereafter. The midwife may elect to take TOIL instead of overtime payments.
- (b) A maximum of 30 hours TOIL may be carried from one eight week cycle to the next. The line manager (nursing) may approve TOIL above 30 hours in exceptional circumstances, provided the hours in excess of 30 are taken in the next work cycle.

### 3.7 Debit Carryover

A maximum TOIL debit of 16 hours is allowed at any one time and may be carried over from one eight week cycle to the next.

### 3.8 Time records

Midwives will be required to keep accurate records of all time worked including travel time, administrative work, staff development and other non-clinical activity.

### 3.9 Review of workloads

Where a midwife works above or below the accepted range of hours (288 hours to 334 hours) the line manager (nursing) will review the midwife's hours of work and ensure that future hours do not fall above or below the accepted range of hours which underpin the annualised salary.

### 3.10 Annual leave

Annual leave is six weeks per year and the all purpose loading provided in 3.4 is paid for the entire period of leave.

**SIGNATORIES**

Signed for and on behalf of the Queensland Department of Health ..... Michael Kalimnios  
In the presence of ..... Kym E Asprey

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

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