

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement  
(EB9) 2016

*Matter No. CA/2016/32*

DEPUTY PRESIDENT BLOOMFIELD

14 October 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 5 October 2016 the Commission certifies the following written agreement:

**Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016 - CA/2016/32 [as amended].**

Made between:

Department of Health;  
Department of Education and Training;  
Queensland Nurses' Union of Employees; and  
The Australian Workers' Union of Employees, Queensland.

The agreement operates from the date of certification by the Commission, vis 5 October 2016, and shall operate until its nominal expiry on 31 March 2018. The parties agree the following provisions will be given administrative effect on and from 1 April 2016:

- clause 13
- clause 18
- Schedules 1
- Schedule 2
- Schedule 7, clause 7
- Schedule 7, clause 9

This agreement replaces the Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012.

By the Commission.

Deputy President Bloomfield

# Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016

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**PART 1- PRELIMINARY MATTERS**

**1. Title**

This Agreement will be known as the *Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016*.

**2. Duration of Agreement**

The Agreement operates from the date of certification until the nominal expiry date of 31 March 2018. The parties agree the following provisions will be given operative effect on and from 1 April 2016:

- (a) clause 13
- (b) clause 18
- (c) Schedules 1
- (d) Schedule 2
- (e) Schedule 7, clause 7
- (f) Schedule 7, clause 9

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

- 3.1. This Agreement will be read in conjunction with the *Nurses and Midwives (Queensland Health) Award – State 2015* with respect to nurses and midwives employed by the Department of Health or a Hospital and Health Service. Where there is any inconsistency between this Agreement and the *Nurses and Midwives (Queensland Health) Award – State 2015*, the provisions of this Agreement will apply to the extent of any inconsistency.
- 3.2. This Agreement will be read in conjunction with the *Queensland Public Service Officers and Other Employees Award – State 2015* with respect to nurses employed by the Department of Education and Training. Where there is any inconsistency between this Agreement and the *Queensland Public Service Officers and Other Employees Award – State 2015*, the provisions of the Agreement will apply to the extent of any inconsistency.
- 3.3. This Agreement replaces the *Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012* with respect to nurses and midwives employed by the Department of Health or a Hospital and Health Service.
- 3.4. This Agreement replaces the *State Government Departments Certified Agreement 2009* with respect to nurses employed by the Department of Education and Training.

### 4. Parties Bound

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

### 5. Application of Agreement

- 5.1. This Agreement will apply to all nurses and midwives employed by the Department of Health or a Hospital and Health Service who are engaged in a classification in Schedule 1 to the Award.
- 5.2. This Agreement will apply to all nurses employed by Department of Education and Training to the extent provided for in Schedule 7 to this Agreement.

### 6. Definitions

**Act** means the *Industrial Relations Act 1999*

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

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

**BPF** means the Business Planning Framework

**Chief Executive** means the Chief Executive of the Department of Health

**DET** means the Department of Education and Training

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

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

**Employer** means:

- (a) the Chief Executive of the Department of Health;
- (b) the Chief Executive of the Department of Education and Training; or
- (c) a Hospital and Health Service,

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

**MUM** means Midwife Unit Manager

**NaMIG** means Nursing and Midwifery Implementation Group

**NaMCF** means Nursing and Midwifery Consultative Forum

**NUM** means Nurse Unit Manager

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

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

**QNU** means Queensland Nurses' Union of Employees

**QIRC** means the Queensland Industrial Relations Commission

## 7. Purpose of Agreement

The purpose of this Agreement is to:

- (a) Promote an effective, efficient and productive health system that is affordable and meets the growing needs of Queenslanders.
- (b) Improve accountability, innovation, effectiveness, efficiency and responsiveness to community needs.
- (c) 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.
- (d) Devolve to Department of Health and Hospital and Health Services level the interest based bargaining approach between the nursing and midwifery workforce and management as an effective way of achieving shared objectives.
- (e) Continue to attract and retain sufficient numbers of appropriately skilled nurses and midwives to the employer to deliver patient centred, safe, quality care, whilst improving the effective management of workloads.

- (f) Provide attractive, competitive and equitable remuneration for nurses and midwives.
- (g) Continue to utilise the BPF as the tool to plan and manage workloads for clinical service provision to maximise appropriate effective resource allocation.
- (h) Deliver innovative and sustainable models of nursing and midwifery care supported by a responsive skills mix.
- (i) 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.
- (j) Provide working arrangements which support work-life balance for nurses and midwives and quality patient care.
- (k) 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.
- (l) 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.
- (m) Build the non-acute health care system through innovative primary and preventative health care models.
- (n) Optimise the opportunities to access all sources of funding under Hospital and Health Service frameworks.
- (o) Build a strong, stable and sustainable nursing and midwifery workforce responsive to the service needs of diverse rural and remote locations.
- (p) Recognise the QNU as the principal industrial and professional nursing union.
- (q) Provide simple, easily understood and easily applied conditions of employment within a co-operative and consistent industrial relations framework.
- (r) Devolve to nurses and midwives in management positions the necessary authority to achieve the objectives of this Agreement.

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

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

- (a) Convention 100 – Equal Remuneration (1951);
- (b) Convention 111 – Discrimination (Employment and Occupation) (1958);
- (c) Convention 122 – Employment Policy (1964);
- (d) Convention 142 – Human Resource Development (1975); and
- (e) 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.

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

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

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

- 10.1. The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation. Where appropriate and practical, the parties will attempt to resolve any disputes informally in a timely manner using the relevant grievance procedure prior to referring the dispute to the QIRC.
- 10.2. The parties recognise the role of the Chief Executive as a party to all disputes regarding all industrial matters.
- 10.3. The parties agree the following procedures shall apply:
  - (a) in the event of any disagreement between the parties as to the interpretation, application or implementation of the Award, the procedure in clause 7 of the Award shall apply;
  - (b) in the event of any disagreement between the parties as to the interpretation, application or implementation of the Agreement, the procedure in clause 11 of the Agreement shall apply; and
  - (c) with respect to workload concerns, the procedure in clause 39.3 of the Award shall apply.
- 10.4. The parties will use their best endeavours to co-operate in order to avoid grievances arising between the parties or between the employer and individual employees. The emphasis will be on negotiating a settlement at the earliest possible stage in the process.

## **11. Prevention and Settlement of Disputes**

- 11.1. In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures will apply:
  - (a) Stage 1  
The matter is discussed between the employee's Union representative and/or the employees/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussions will take place within 24 hours and the procedure should not extend beyond 7 days.
  - (b) Stage 2  
If the matter is not resolved at Stage 1, it shall be referred by the Union representative and/or the employee/s to the appropriate management representative who shall arrange a conference for the parties to discuss the matter. This process should not extend beyond 7 days.
  - (c) Stage 3  
If the matter cannot be resolved at Stage 2, either party may refer the matter to NaMIG. Where NaMIG forms a unanimous view on the resolution of the grievance, this is the position that

must be accepted and implemented by the parties and will be given effect by the Chief Executive.

- (d) Stage 4  
If the matter remains unresolved at Stage 3, either party may refer the matter to the QIRC for conciliation and if required, arbitration.

11.2. Where a bona fide safety issue is involved the employer will ensure that:

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

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

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

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

## 12. Posting of Agreement

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

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

## PART 2 – WAGES AND RELATED MATTERS

### 13. Increases to Wages and Allowances

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

- (a) 2.50% payable from 1 April 2016
- (b) 2.50% payable from 1 April 2017

13.2. The allowances for nurses and midwives will be increased by 2.50% as contained in Schedule 2 and Schedule 7 clause 9 to this Agreement.



- 13.3. Any State Wage Case increases will be absorbed into the pay points prescribed in this Agreement. Provided that any annual State Wage Case increase which would provide a higher overall annual wage 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 Schedule 2 to this Agreement will be absorbed. This does not limit allowances not specified in Schedule 2 to this Agreement being increased in accordance with any State Wage Case decision.

#### **14. Implementation of a revised salary spine**

- 14.1 Schedule 1 to this Agreement provides a revised salary spine for nurses and midwives. Schedule 1 also provides the guide for the translation of all existing Nurse Grades to the revised salary spine.
- 14.2 There will be no change to an employee's salary as a result of the translation of the employee into the revised salary spine (aside from the wage increases provided for at clause 13.1 above).
- 14.3 The employee's payslip and the payroll system will not reflect this change upon certification of this Agreement. It is anticipated upgrades to the payroll system will be completed by 31 December 2016. The employer will provide monthly reports to NaMIG on the progress of those upgrades.
- 14.4 The parties agree the translation of an employee to the revised salary spine is not a reclassification exercise. Accordingly the parties agree it is not intended an employee will be reclassified due to the implementation of the revised salary spine but may translate to a new Nurse Grade as provided in Schedule 1 to this Agreement.

#### **15. Payroll**

- 15.1. The employer will continue to work with health unions to manage the ongoing payroll issues, while also implementing system-wide solutions.
- 15.2. The parties acknowledge the employer is working to introduce new technology such as real time rostering and processing which will address ongoing issues regarding over and underpayments and streamline pay roll processes. The parties agree to continue to consult regarding the introduction of these new procedures. Consultation will include nursing stakeholders such as NUMs and MUMs.
- 15.3. The parties agree to work together to identify ways to increase employee satisfaction and access to meaningful payroll information for employees.
- 15.4. Underpayments

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

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

15.5. Overpayments

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

**16. Salary Sacrificing**

- 16.1. An employee may elect to sacrifice 50% of salary payable under this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010*.
- 16.2. Despite clause 16.1, employees may sacrifice up to 100% of their salary for superannuation.
- 16.3. The individual salary packaging arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 16.4. For the purposes of determining what remuneration may be sacrificed under this clause, 'Salary' means the salary payable under Schedule 1 to this Agreement, and also where applicable the payments payable via the employer to the employee under the *Paid Parental Leave Act 2010*.
- 16.5. 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).
- 16.6. FBT Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* for limited categories of employees. 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.
- 16.7. Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 16.8. Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption.

**17. Casual Employment**

- 17.1. A casual employee is an employee engaged as such, for not more than 38 ordinary hours per week, who is paid on an hourly basis.
- 17.2. A casual employee who works more than 38 ordinary hours per week is entitled to overtime in accordance with clause 18 of the Award.
- 17.3. In addition to the ordinary rate, a casual employee will be paid a loading of 23% of the ordinary hourly rate for the level of work the employee is engaged to perform for all hours worked, with a minimum payment of two hours in respect of each engagement.
- 17.4. For all hours worked on a Sunday, a casual employee will be paid:
- (a) Nurse Grade 1  
(ordinary rate + casual loading) x2
  - (b) Nurse Grade 2 and above  
(ordinary rate + casual loading) x1.75
- 17.5. To avoid any doubt, this clause applies to the extent of any inconsistency with clause 8.3 of the Award.

**18. Nurse Practitioner/Nurse Grade 8 – additional pay point**

- 18.1. From 1 April 2016, an additional pay point will be created at the top of the Nurse Grade 8 classification being a new pay point 3. This new pay point will equate to an annual rate of pay of \$123,629 as at 1 April 2016.
- 18.2. Access to this new pay point 3 will be by annual increment. Any Nurse Grade 8 with 12 months or greater service at Nurse Grade 8 pay point 2 as at 1 April 2016, will automatically progress to the new pay point 3 as of that date.
- 18.3. Any Nurse Grade 8 with less than 12 months service at pay point 2 as at 1 April 2016, will automatically progress to pay point 3 on achieving 12 months service at pay point 2 (annual increment date).
- 18.4. Any superior award entitlement to progression within a classification level will continue to apply.

**19. Midwifery Caseload Model – Annualised Salary**

For the purposes of Schedule 3 to the Award, the all purpose allowance applicable under clause S3.3(d) of the Award for the calculation of the annualised salary is 35%.

**20. Night shift allowance**

- 20.1. For the purposes of clause 15.11(b) of the Award, the night shift allowance payable for all employees on a Sunday night shift is 25%.
- 20.2. The Sunday penalty rate will apply up to 12.00 am (midnight) and the Sunday night shift penalty of 25% will apply after midnight on a Sunday night shift.

**21. Christmas Day – Special Loading**

- 21.1. An employee entitled to payment for work on a public holiday in accordance with clause 23(a)(i) of the Award, who performs work on 25 December (regardless of which actual day is gazetted as the Christmas Day public holiday) will be paid a Christmas Day special loading of 100% for all hours worked.
- 21.2. The Christmas Day special loading will not be paid with respect to work performed on a day gazetted as Christmas Day under the *Holidays Act 1983* but does not fall on 25 December.
- 21.3. The Christmas Day special loading will be paid in the following way:

	Applicable rate	Applicable Award clause	Total payment including Special Loading
(a) 25 December is Saturday (not gazetted as Christmas Day)	One and a half times (150%) the ordinary rate of pay	15.11(d)(iii)	Two and one half times
(b) If 25 December is a Sunday (not gazetted as Christmas Day)	One and three quarters times (175%) the ordinary rate of pay	15.11(d)(iv)	Two and three quarters times
(c) 25 December is Monday to Friday (gazetted as Christmas Day)	One and one half times (150%) the ordinary rate of pay	23(a)(i)	Two and one half times
(d) Christmas Day gazetted on Monday 27 December	One and one half times (150%) the ordinary rate of pay	23(a)(i)	Not applicable
(e) Christmas Day gazetted on Tuesday 27 December	One and one half times (150%) the ordinary rate of pay	23(a)(i)	Not applicable

- 21.4. The Christmas Day special loading will be offset against a reduction of the rate paid for work performed in accordance with clause 23(a)(i) of the Award on Show Day. Under this clause an employee who performs work on Show Day will be paid one and a half times (150%) the ordinary rate of pay for all hours worked.

**PART 3 – EMPLOYMENT CONDITIONS**

**22. Variations to Award**

In conjunction with the certification of this Agreement the parties agree to vary the Award to include the following minimum conditions from the *Nurses and Midwives (Queensland Health) Certified Agreement (EB8) 2012*:

- (a) Annualised salary for midwifery models of care;
- (b) Professional development leave including RANIP;

- (c) Professional development allowance including RANIP;
- (d) Penalty rates for overtime on public holidays;
- (e) Correctional Health Services employees; and
- (f) Extra leave for proportional salary/purchased leave.

**23. Enrolled Nurse Advanced Skill (formerly Enrolled Nurse Advanced Practice)**

- 23.1. The parties recognise the important role of an enrolled nurse and agree to increase the number of positions at Nurse Grade 4, Enrolled Nurse Advanced Skill.
- 23.2. The parties agree the number of enrolled nurses employed at Nurse Grade 4 as a percentage of the total enrolled nurse workforce (Nurse Grade 3 and 4 inclusive) as at 1 April 2016 represents the baseline for improvement.
- 23.3. The parties will increase the number of enrolled nurses employed at Nurse Grade 4 by converting 228 existing positions at Nurse Grade 3 to Nurse Grade 4 over the life of the Agreement. This represents a 40% increase in the number of Nurse Grade 4 positions.
- 23.4. The parties will develop agreed principles for the progression of existing employees to the converted positions at Nurse Grade 4.
- 23.5. The employer will report to NaMIG on a six monthly basis, details of the number of positions at Nurse Grade 3 and Nurse Grade 4.

**24. Professional Development**

- 24.1. Professional development leave
  - (a) Subject to clause 24.3, all permanent enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) working 16 hours or more per fortnight are entitled to three days (24 hours) per annum (pro rata for part-time) paid professional development leave, cumulative for two years in accordance with clause 25.2 of the Award.
  - (b) The leave will be paid at single time.
  - (c) The full annual entitlement to leave is available from 1 January each year or anniversary date if the employee is appointed after 1 January 2007.
  - (a) 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.
  - (d) All reasonable travel time associated with accessing professional development leave is paid work time on the basis of no more than eight hours single time for each day of travel.
  - (e) Paid professional development leave is an entitlement over and above all current entitlements, assistance or obligations. That is, this leave will not be used as a substitute for mandatory training, maintenance of ongoing nursing skills necessary for a nurse or midwife to perform the normal duties and functions of their position or other training required by the employer.

- (f) Professional development leave is not a substitute for the assistance provided by the Study and Research Assistance Scheme (SARAS).
- (g) The employer will ensure that back-filling for professional development leave is fully funded and incorporated in service budgets.

24.2. Professional development allowance

- (a) Subject to clause 24.3, all permanent enrolled nurses, registered nurses and midwives (Nurse Grade 3 and above) who work 16 hours or more a fortnight will be paid the professional development allowance as provided at clause 13.15 of the Award, in the last pay period of March and September each year in accordance with the table in Schedule 2 to this Agreement.
- (b) 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.
- (c) The allowance is paid out on termination from employment, including resignation and retirement. The rate for calculating payment of the allowance upon termination will be the rate applicable at date of termination.

24.3. Remote Area Nursing Incentive Package (RANIP)

- (a) For the purposes of this clause, a RANIP employee is a permanent enrolled nurse, registered nurse or midwife (Nurse Grade 3 and above) working 16 hours or more a fortnight in a rural or remote location as listed in Schedule 4 to the Award.
- (b) In lieu of the professional development leave at clause 24.1, eligible RANIP nurses 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 provided at clause 25.3 of the Award.
- (c) 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.
- (d) In special circumstances the Hospital and Health Service Chief Executive, or delegate, may allow accumulation up to a maximum of two years entitlement.
- (e) Where possible, attendance at courses or seminars organised within the employer should be encouraged as these are generally recognised as being more cost effective than commercial events.
- (f) In lieu of the professional development allowance at clause 24.2, a RANIP employee is entitled to reimbursement for travel, enrolment and conference costs for attendance at all approved courses and conferences in accordance with clause 13.15(e)(i) of the Award.

- (g) In accordance with clause 13.15(e)(ii) of the Award, a RANIP employee who does not receive an amount equivalent to Category B annual rate prescribed in clause 13.15(a) of the Award prior to the last pay period of September each year, will receive the difference between any amount received and the Category B annual rate.
- (h) This payment will be made in the last pay period of September each year. This will ensure the RANIP employee is not overall disadvantaged with respect to any RANIP professional development entitlement and the professional development allowance available to other nurses and midwives.
- (i) 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.
- (j) The allowance is paid out on termination from employment, including resignation and retirement.

## 25. Rural and Remote

- 25.1. The parties recognise that the employer 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.
- 25.2. NaMIG will establish a joint project group to develop a consistent, fair and transparent scheme for the recognition and remuneration of nurses and midwives living and working in rural and remote locations, in order to create a sustainable workforce.
- 25.3. The project group will, within a year of certification of the Agreement, evaluate the current incentives and re-imbursments for rural and remote employees including:
  - (a) RANIP including criteria and composition of payments;
  - (b) Annual isolation allowance (clause 13.2 of the Award);
  - (c) Locality allowance (clause 13.8 of the Award);
  - (d) Divisional and District Parities – Public Hospitals (clause 13.4 of the Award);
  - (e) Additional annual leave (clause 19.2(a)(ii) of the Award); and
  - (f) Nurse Grade 9, Directors of Nursing– Rural and Remote.
- 25.4. The project group will evaluate and assess the recruitment and retention performance of current rural and remote strategies, taking into consideration the local environment and make recommendations for future strategies.
- 25.5. The project group will report to NaMIG on a monthly basis.

**26. Night shift**

26.1. For the purposes of clause 15.11(b) and 23 of the Award, the penalty rates to be paid for a night shift before and during a public holiday are as follows:

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

26.2. Fatigue management

The parties agree to minimise fatigue on night shift, during allocated breaks nurses and midwives may sleep in an appropriately safe setting, similar to other professions, where practicable. Such facilities must be in close vicinity of the clinical unit to ensure access to staff members in the case of an emergency whereby minimum safe staffing models are used such as in a rural setting.

26.3. Incentives for night shift

- (a) The employer and the QNU will examine current incentives for night shift to ascertain the best incentives to achieve sustainable staffing levels across the entire week.
- (b) The employer and the QNU through NaMIG will undertake a detailed analysis to identify ways to improve the attractiveness of working night shift and to investigate fatigue management strategies associated with this shift.

**27. Graduate Nurse Transition Support**

In addition to all current graduate nurse transition support provided by the employer, graduates will also receive:

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

**28. Workload management**

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

28.2. The calculation of the annual operating budget incorporates the following steps:

- (a) Calculate total annual productive nursing/midwifery hours required to deliver service.
- (b) Determine skill mix / category of nursing/midwifery hours.
- (c) Convert productive nursing/midwifery hours into full-time equivalents.
- (d) Calculate non-productive nursing/midwifery hours based on the Award entitlements, as relevant.
- (e) Convert non-productive nursing/midwifery hours into full-time equivalents.



- (f) Add productive and non-productive full-time equivalents together and convert into dollars.
  - (g) Allocate nursing/midwifery hours to service requirements.
- 28.3. 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.
- 28.4. 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:
- (a) continue to refine the BPF to ensure alignment with Hospital and Health Service funding as detailed in Service Level Agreements;
  - (b) develop safe minimum staff levels including further customisation of BPF for settings such as:
    - (i) Specialist services;
    - (ii) Rural;
    - (iii) Remote;
    - (iv) Maternity; and
    - (v) Outreach services.
  - (c) monitor the implementation of the escalation process, particularly specialist panels, to ensure effective and timely resolution of workload concerns.
- 28.5. BPF Governance
- (a) Each Hospital and Health Service will establish a BPF Steering Committee or equivalent as agreed, to ensure transparency in the development and sign-off of the BPF service profiles, including direct links to the budget setting process.
  - (b) The BPF Steering Committee will be a source of expertise and support for the effective implementation and monitoring of the BPF and build local sustainability across each Hospital and Health Service.
  - (c) Terms of reference for the steering committee or equivalent will be jointly developed by the employer and QNU.

28.6. Promotion of the BPF

- (a) The parties commit to a joint promotion and training program amongst nurses, midwives and other stakeholders to cultivate an understanding of the importance and benefits of the BPF.
- (b) NaMIG will oversee the development and implementation of the promotion and training program in conjunction with the release of the revised BPF manual and anticipated changes to public reporting obligations.

28.7. Commitment to the ongoing application of the BPF and allocation of resources to ensure correct application includes:

- (a) The joint BPF sign off process involving the Executive Director of Nursing and Midwifery and Chief Finance Officer;
- (b) Use of joint employer and QNU BPF documents/processes including:
  - (i) display of notional nurse or midwife/patient ratio for each unit; and
  - (ii) prioritisation notice/process;
- (c) Monitoring the improved workload concern escalation process; and
- (d) On going monitoring of BPF compliance.

28.8. BPF Resources

- (a) Each Hospital and Health Service will continue to have a permanent BPF Co-ordinator position (minimum Nurse Grade 7). This position is a dedicated BPF role which will provide expertise in the BPF, support the BPF Steering Committee and participate in the state-wide BPF co-ordinators network co-ordinated by OCNMO.
- (b) OCNMO will have a permanent dedicated BPF position to provide BPF expertise and co-ordinate state-wide BPF activities including BPF education and training.

**29. Banked time arrangements**

29.1. Banked time is endorsed as a means of creating flexibility at the local level to meet the needs of the nursing and midwifery workforce and service requirements. An employee 'banks' hours by mutual agreement through upwards and downwards adjustments in accordance with business rules agreed by the parties.

29.2. The business rules will include:

- (a) ongoing participation by individual agreement which may be varied or withdrawn by either party at any time by reasonable notice;
- (b) agreement by the relevant line manager;
- (c) consideration of the broader organisational needs;
- (d) ongoing consultation between the individual and relevant line manager;

- (e) defined maximum credit and debit hours;
- (f) alignment with the development of the service profile within the BPF;
- (g) consideration of the need for managers to be able to deploy staff to different clinical units to balance workloads and meet periods of increased and decreased activity, subject to competency/skill set;
- (h) regular audit of rosters in accordance with the Principles of Best Practice Rostering: Queensland Health Guidelines; and
- (i) appropriate governance arrangements including record keeping.

**30. Extra Leave for Proportionate Salary/Purchased Leave**

- 30.1. An employee may by agreement access between one and six weeks unpaid leave per annum in a minimum one week block, in addition to other paid leave. This unpaid leave is treated as leave without pay but is paid under the purchased leave scheme.
- 30.2. Under the purchased leave scheme, an employee enters into an agreement to have an amount deducted from their net pay for the agreement period of 12 months, which is held by the employer, to be paid back to the employee when the related leave is taken.

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

- 31.1. Nurse Grade 9 and above may claim paid overtime for additional hours worked in relation to natural or internal disasters declared by the delegated authority in accordance with clause 31.3 below.
- 31.2. The parties agree, time off in lieu (TOIL) is inappropriate during or after a declared disaster given the need to work beyond usual hours to maintain clinical services.
- 31.3. A Nurse Grade 9 and above may claim overtime in the following circumstances:
  - (a) When a disaster has been declared under the *Disaster Management Act 2003* or when an “internal” disaster, limited to a particular Hospital and Health Service (or facility/service), is declared by a Hospital and Health Service Chief Executive (or delegate).
  - (b) The employee works additional hours that attract the overtime payment as a direct consequence of the declared disaster. All claimed overtime must have been worked in order to maintain clinical services, either during or after a declared disaster.
  - (c) All overtime must be authorised and paid in accordance with clause 18 of the Award.
  - (d) The on call allowance is not payable to Nurse Grade 9 employees

**32. On call and recall review**

- 32.1. The parties agree an employee performing on call and recall in accordance with clause 18 of the Award is performing work in addition to ordinary hours of work. The parties acknowledge the use of on call and recall is necessary to ensure the provision of clinical services outside of ordinary rostered hours to respond to emergent clinical needs.

- 32.2. The parties agree to jointly review the current on call and recall industrial arrangements in the Award over the life of the Agreement.

**33. Annual leave and public holiday review**

The parties agree to jointly review the current annual leave and public holiday industrial arrangements in the Award, over the life of the Agreement, with a view to standardising these entitlements.

**34. Access to leave entitlements**

- 34.1. The parties recognise the right of employees to access all leave entitlements contained in the Award.
- 34.2. Professional development leave
- (a) The parties recognise the importance of professional development leave in supporting the participation of employees in professional development.
  - (b) The employer will provide quarterly reports to NaMIG providing details of the uptake of professional development leave (clause 25 of the Award) by employees, with targets to be set by the employer in consultation with the NaMCF.
  - (c) The parties agree to jointly identify and address barriers to employees accessing professional development leave.
- 34.3. Annual leave
- (a) The parties recognise the importance of annual leave in supporting employees to manage fatigue.
  - (b) The employer will provide quarterly reports to NaMIG providing details of annual leave usage by employees.
  - (c) The parties agree to jointly identify and address barriers to employees accessing annual leave.

**35. Job Security**

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

**36. Permanent Employment**

- 36.1. The employer is committed to maximising permanent employment.
- 36.2. While permanent employment is the preferred form of engagement, a temporary employee may be engaged to meet temporary circumstances such as:
- (a) long term leave including personal, long service, parental and other leave;

- (b) unplanned leave where a permanent reliever can not be justified;
  - (c) fixed term projects;
  - (d) to address seasonal workload changes;
  - (e) in the event of organisational change;
  - (f) employees undertaking an accredited fixed term course of study;
  - (g) fixed term program funding; and
  - (h) without limiting access to higher duties, backfilling where a legitimate recruitment process is occurring.
- 36.3. A casual employee will not be engaged to permanently or temporarily fill any full-time or part-time position which should be filled by a permanent or temporary employee. A casual employee may be engaged to meet emergent circumstances such as unexpected or unplanned leave for short periods.
- 36.4. The employer supports the accepted industrial principle that temporary and casual nurses and midwives have the right to raise concerns with the employer in relation to their employment status or any other work-related matters without fear of victimisation.
- 36.5. NaMIG reporting:
- (a) Baseline of the number and make-up of the workforce (permanent, temporary and casual) to be recorded from 1 April 2016.
  - (b) Quarterly reports detailing movement in the number and make-up of the workforce (permanent, temporary and casual).
  - (c) Graduate conversion rates from temporary to permanent (for each graduate intake) to be reported as at 6 months (September) and 12 months (March) of each year.

### **37. Contracting Out**

- 37.1. It is the clear policy of the employer not to contract out or to lease current services. There will be no contracting out or leasing of services currently provided by the employer at existing sites except in the following circumstances:
- (a) in the event of critical shortages of skilled staff;
  - (b) the lack of available infrastructure capital and the cost of providing technology;
  - (c) extraordinary or unforeseen circumstances; or
  - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

37.2. Consultation Processes – General

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

37.3. Consultation Processes – Emergent Circumstances

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

**38. Collocation**

- 38.1. 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.
- 38.2. Collocation of public and private health services will not result in the diminution of public health services or public sector industrial relations standards in Queensland. Collocation agreements will not diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to the private health sector.

**39. Team Leader – Integrated Mental Health and Community Health**

- 39.1. It is recognised nurses occupying the roles of team leaders in Integrated Mental Health and Community Health will receive relevant Health Practitioner 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 to this Agreement.
- 39.2. Where a nurse occupies a team leader position, measures will be undertaken to ensure professional isolation is eliminated. This may require an independent review of measures to address such professional isolation.

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

**40. Innovation and professional engagement**

- 40.1. The parties recognise the elements of a good working environment for nurses and midwives are:
- (a) enough nurses and midwives to provide care of reasonable quality;
  - (b) participation by nurses and midwives in hospital governance and decision making;
  - (c) responsiveness of management in resolving problems in patient care;
  - (d) excellent communication and collaboration between doctors and nurses;
  - (e) investment in a highly qualified nursing/midwifery workforce; and
  - (f) institutional commitment to quality and safety.
- 40.2. The parties are committed to proactively participate in continuous improvement to promote new and effective methods of work that deliver increasingly efficient, effective and patient centred clinical practices while maintaining appropriate clinical outcomes.
- 40.3. The parties agree changes to work practices should be informed by the development of new models of care that are evidence based and properly meet the needs of the community, nurses and midwives and the employer.
- 40.4. The employer acknowledges it will not adopt a negative cost cutting approach to pursuing productivity enhancements and is committed to ensuring adequate resources are allocated to maximise the full potential of any agreed initiatives.
- 40.5. Performance Scorecard
- (a) A data collection and reporting capacity will continue within the OCNMO to compile, analyse and report on the implementation of evidenced based nursing and midwifery efficiency and effectiveness measures including identifying budgetary savings and systems improvements, using measurement criteria agreed by NaMIG.
  - (b) A Midwifery Performance Scorecard will be developed by OCNMO within six months of the certification of this Agreement.

40.6. Nursing and Midwifery Centres of Excellence

- (a) The parties support the establishment of a Nursing and Midwifery Centre of Excellence within each Hospital and Health Service and the Department, under the strategic leadership of the Executive Director of Nursing and Midwifery (or equivalent) to operate in a model of state-wide collaboration with OCNMO.
- (b) Each Hospital and Health Service Executive Director of Nursing and Midwifery will identify the status/progress of their program of excellence through six-monthly updates to NaMIG.
- (c) The Nursing and Midwifery Centres of Excellence will provide leadership and support based on nursing and midwifery sensitive indicators to influence contemporary decision making in the areas of workforce development such as workload management, skill mix, clinical practice, nurse/midwife led research and innovation, professional development and education.
- (d) Each Centre of Excellence represents a collaboration of positions from within the Hospital and Health Service that enable or contribute to models of excellence. The Centre should include nurses and midwives in all domains being education, research, management clinical practice and innovation, safety and quality and informatics.

**41. Nursing and Midwifery Workforce Planning**

41.1. The parties agree the focus of ongoing collaboration relevant to nursing and midwifery workforce planning continues to be in the five priority areas of:

- (a) Attraction, recruitment and retention of nurses and midwives;
- (b) Effective management of workloads and workforce planning;
- (c) A consistent approach to models of contemporary nursing and midwifery practice;
- (d) Nursing education and development frameworks; and
- (e) Work-life balance strategies for nurses and midwives.

41.2. NaMIG will establish working groups to undertake the following projects during the life of this Agreement:

- (a) Career and classification – this project will include the joint development of:
  - (i) a classification methodology to allow for the consistent and transparent evaluation of positions in accordance with the generic level statements contained at Schedule 2 to the Award;
  - (ii) a grievance procedure for the escalation of disputes regarding the classification or reclassification of positions;
  - (iii) a career structure overlay for nurses and midwives; and
  - (iv) a library of model position descriptions.



- (b) Retention initiatives - this project will include the development of flexible work practices that enhance workforce attachment including:
  - (i) Parental leave
    - A. provide employees with the varied opportunity to re-engage in the workplace during and after parental leave;
    - B. assist employees on maternity leave to feel attached to the workplace through regular contact with the workplace and opportunities to undertake ad hoc shifts;
    - C. explore approaches to backfilling positions while employees are on parental leave or are engaged in part time or flexible working arrangements immediately after their parental leave period; and
    - D. ensure employees on maternity leave are involved in forward planning discussions or meetings that may affect their role.
  - (ii) Transition to retirement –focus on identifying strategies to support employees transitioning to retirement including flexible working arrangements, access to part time and job share arrangements, specifically designed roles including mentoring roles.

#### **42. Nursing and midwifery governance**

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

- (a) the leadership role of Executive Directors of Nursing and Midwifery, and participation in decision-making within the Hospital and Health Service;
- (b) the Executive Directors of Nursing and Midwifery having responsibility for professional standards and practice for nursing and midwifery
- (c) the relationship between the employer and the QNU at central and local facility level;
- (d) the leadership role of Executive Directors of Nursing and Midwifery Forum (EDNM Forum), NaMIG and NaMCFs;
- (e) relationship with other consultative forums;
- (f) health service planning;
- (g) workforce planning including recruitment and retention, skill mix and staff profile;
- (h) effective, efficient and responsible resource management including nursing and midwifery budget;
- (i) future and emerging funding options;
- (j) nursing and midwifery input into Hospital and Health Services;
- (k) clinical networks;

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

**43. Nurse and Midwife Unit Managers**

- 43.1. The parties acknowledge the pivotal nature of the NUM/MUM role for clinical governance, quality health outcomes, patient safety and the positive practice environment.
- 43.2. The parties acknowledge the findings of the research and project work undertaken as part of *Nurses and Midwives (Queensland Health) Certified Agreement (EB7) 2009*, and agree to develop and implement a framework that:
  - (a) will inform the development of generic level statements in Schedule 2 to the Award which restores clinical leadership as the focus of the role and aligns with national quality and safety standards;
  - (b) definitively articulates the core components of the position description for NUM/MUM as a part of the library of position descriptions;
  - (c) recognises and addresses the increasing demands on the role including:
    - (i) the devolution of responsibilities and associated accountabilities to the NUM/MUM for a wider range of activities which enhance and support the changing needs of a contemporary health service; and
    - (ii) compliance with new and diverse quality, safety and performance indicators that are measured at the ward unit level.
  - (d) defines the core functions of the position and identifies activities that should be devolved or delegated to other roles;
  - (e) outlines the requisite skills, knowledge and attributes of the NUM/MUM role including but not limited to:
    - (i) clinical leadership and governance, with a focus on patient safety;
    - (ii) nursing/midwifery professional practice and standards;
    - (iii) understanding of a new legislative regime relating to BPF and nurse/midwife to patient ratios;
    - (iv) understanding funding mechanisms;
    - (v) rostering;
    - (vi) HR practices, and

(vii) resource and budget management.

- (f) identifies the components required for consistent implementation of succession planning; and
- (g) clarifies the role of the Executive Director of Nursing and Midwifery in supporting a NUM/MUM network focused on mentoring and peer review and supervision.

43.3. Consultation

- (a) The parties agree to include the monitoring and reporting of compliance with the framework in clause 43.2 above, as a standing agenda item at NaMCFs and NaMIG.
- (b) The parties agree to establish a joint state-wide reference group, resourced by the employer, comprising NUM/MUMs, nursing executive, and the QNU to shape a program of work and evaluation of that work.
- (c) The employer will provide \$200,000 to fund participation by NUMs/MUMs in a state-wide summit for NUMs and MUMs to share progress on workplace initiatives and projects outlined in this clause.

43.4. Workplace initiatives

- (a) NaMIG will select and have oversight of trials of workplace initiatives proposed by Hospital and Health Services and the Department to trial and evaluate potential solutions to support the work of NUMs/MUMs and reduce the administrative burden on NUMs/MUMs.
- (b) The employer will provide the following funding:
  - (i) \$4 million for trials in the first year of the Agreement; and
  - (ii) \$8 million for the implementation of successful initiatives arising from trials in the second year of the Agreement.
- (c) NaMIG will give consideration to conducting a trial in relation to Nurse Grade 9 (Director of Nursing - Rural and Remote).

43.5. The parties recognise the resource requirements of the NUM/MUM should be included in the development of the service profile in accordance with clause 39 of the Award.

## 44. Rostering

44.1. Principles of Best Practice Rostering: Queensland Health Guidelines

- (a) The parties agree the Principles of Best Practice Rostering: Queensland Health Guidelines continues to be an important tool to promote and facilitate standardisation and consistency of practice with respect to rostering within the employer. Accordingly the parties agree the guidelines should inform all rostering.
- (b) The employer and the QNU, through NaMIG, will establish a project team to jointly review the guidelines within one year of certification of the Agreement. In particular the review will consider and make recommendations regarding additional content with respect to the following:

- (i) On call and recall including:
  - A. proper purpose of on call and recall;
  - B. reasonable levels of on call and recall;
  - C. support documentation and education for NUM/MUMs completing rostering including future requirements with the introduction of real time rostering (Workbrain).
- (ii) Night shift including:
  - A. recovery time after night shift.
- (c) The review will report to NaMiG on a monthly basis during the life of the project.
- (d) A communication plan and training program will be jointly developed to facilitate the implementation of the revised guidelines within 3 months of completion of the revised guidelines.

44.2. Rest breaks between rostered shifts

The parties will develop an agreed position on the application of clause 15.6(b) of the Award, specifically how an agreement between the employer and employee to reduce a rest break between rostered shifts is affected by changes to the employee's employment contract such as a new engagement or transfer between facilities or Hospital and Health Services.

**45. Midwifery Models of Care**

- 45.1. The parties acknowledge midwifery led models of care are central to facilitating:
  - (a) Evidence based models of care;
  - (b) Women centred models of care; and
  - (c) Midwives working to full scope of practice.
- 45.2. The employer recognises a midwife exercising a right to private practice, and with admitting rights to a facility of the employer, should not be restricted from being an employee of the employer.
- 45.3. A NaMIG project group will be established to address the following areas of work relevant to midwifery led models of care during the life of this Agreement:
  - (a) Developing midwifery career pathways and classification structure;
  - (b) Removing barriers to midwives working to their full scope of practice such as rights to private practice;
  - (c) Development of agreed data sets that allow for the measurement of the performance of midwifery led models of care;

- (d) Identifying and where possible addressing barriers created by funding and insurance arrangements that inhibit women centred models of care and limit the ability of midwives to work to their full scope of practice; and
  - (e) Review of Schedule 3 to the Award focusing on the interaction between core and midwifery group practice services.
- 45.4. The project group will meet on a regular basis and report to NaMiG on a monthly basis during the life of the project.
- 45.5. Local agreements for a midwifery model of care will continue to be developed in accordance with Schedule 3 to the Award. Prior to implementation, local agreements must be signed by the Hospital and Health Service Chief Executive and then forwarded to the Secretary of the QNU for signature.

#### **46. Graduates/first year nurses and midwives**

- 46.1. The parties agree to develop a framework document to enable greater consistency in approach across health services in supporting first year nurses and midwives. The document would be inclusive of:
- (a) Key principles to guide health services in formulation and implementation of a successful pathway for novice nurses and midwives including promoting a culture of lifelong learning, building positive and inclusive workplaces, and engaging all nurses and midwives from beginning practitioner to professional elder to contribute to professional learning and practice improvement;
  - (b) Identification of foundation components for a successful professional practice pathway for novice nurses and midwives to enable them to transition into clinical practice with confidence. Foundation components would be flexible in order to apply across service settings and practice contexts for nurses and midwives. One example of a foundation component would be 'supervision and mentorship';
  - (c) A suite of good practice examples of the foundation components as they apply to particular contexts or settings.
- 46.2. The parties agree to develop and implement an evaluation tool to provide system-wide monitoring of access to, and effectiveness of, first year nurse and midwife professional practice pathways. Evaluation would include measures demonstrating the impact on the participant and the organisation.

#### **47. Project Resources**

- 47.1. The employer will provide \$1 million over the life of this Agreement to fund resources for the following projects:
- (a) Rural and remote – clause 25;
  - (b) Career and classification – clause 41.2(a);
  - (c) Retention initiatives– clause 41.2(b);
  - (d) Rostering – clause 44; and
  - (e) Midwifery models of care –clause 45.

- 47.2. This funding is to meet the costs of each project including as required:
- (a) project officer positions identified for each project;
  - (b) administrative support;
  - (c) travel expenses; and
  - (d) the acquisition of external expertise or resources.

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

### **48. Collective Industrial Relations**

- 48.1. The employer is committed to collective agreements with unions and does not support non-union agreements or individual contracts.
- 48.2. 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.
- 48.3. 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.
- 48.4. The parties agree certain matters that apply to nurses and midwives covered by this Agreement will be preserved and incorporated as terms of this Agreement and contained within Schedule 5 to this Agreement.
- 48.5. 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.
- 48.6. It is further agreed that any increases in monetary amounts as a result of QIRC decisions, government policy, or Directives under the *Hospitals and Health Boards Act 2011*, or any replacement legislation, will be applied.

### **49. Organisational Change and Restructuring**

- 49.1. The parties agree that organisational change and restructuring will be conducted in accordance with the notification and consultation requirements at clauses 11.1, 11.2 and 11.3 of the Award.
- 49.2. When the employer decides to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.
- 49.3. The employer and the QNU agree in conjunction with other health unions to revise and re-release the Queensland Health Change Management Guidelines, which provide the process for consultation for organisational change and restructuring.

### **50. Consultative Forums**

- 50.1. The parties agree that an interest based approach (mutual gains) will be adopted at the central and local facility level to ensure the appropriate implementation of this Agreement. The parties recognise an interest based approach:

- (a) promotes a relationship based on trust;
- (b) allows the parties to search for mutual gains while managing conflicts of interest; and
- (c) maximises the opportunity to arrive at a fair outcome.

50.2. The parties agree fair and transparent decision making and an interest based bargaining approach will facilitate the advancement of positive cultural change within nursing and midwifery.

#### **51. Nursing and Midwifery Consultative Forums (NaMCF)**

51.1. Each Hospital and Health Service will establish and maintain a NaMCF in accordance with clause 11.6 of the Award.

51.2. The NaMCF will operate in accordance with the template terms of reference in Schedule 3 to this Agreement, as agreed by the parties.

#### **52. Nurses and Midwives Implementation Group (NaMIG)**

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

52.2. NaMIG will have equal representation from the employer and the QNU.

52.3. NaMIG is responsible for oversight of the implementation of the following:

- (a) Rural and remote – clause 25;
- (b) Career and classification – clause 41.2(a);
- (c) Graduates/first year nurses and midwives - clause 46;
- (d) Retention initiatives – clause 41.2(b);
- (e) NUM/MUMs – clause 43;
- (f) Rostering – clause 44;
- (g) Midwifery models of care – clause 45;
- (h) Incentives for nightshift – clause 26.3; and
- (i) Permanent employment – clause 36.

#### **53. Workplace Health and Safety**

53.1. 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.

- 53.2. A Queensland Health Workplace Health and Safety Advisory Committee, jointly with the employer and the public health sector unions, will continue to oversight progress on workplace health and safety issues.
- 53.3. Further, without limiting the issues which may be included, the parties agree to address the following issues:
- (a) guidelines on security for health care establishments;
  - (b) aggressive behaviour management;
  - (c) workplace stress;
  - (d) workplace bullying;
  - (e) working off-site;
  - (f) workplace rehabilitation;
  - (g) workers' compensation;
  - (h) management of ill or injured nurses and midwives; and
  - (i) guidelines for work arrangements (including hours of work).

53.4. Prevention of occupational violence

The parties recognise the work currently being undertaken by the Occupational Violence Taskforce. The parties will work together to advance any recommendations of that Taskforce.

#### **54. Workplace Bullying**

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

### **PART 6 – NO FURTHER CLAIMS**

#### **55. No Further Claims**

- 55.1. 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. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 55.2. It is agreed that the following changes may be made to nurses and midwives' rights and entitlements during the life of this Agreement:
- (a) General Rulings and Statements of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;
  - (b) any improvements in conditions determined on a whole-of-government basis; and



(c) re-evaluation of positions.

55.3. 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.

Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016

**SCHEDULE 1 – Wage rates**

Indicative title	New classification			Existing classification			Wage rates payable from 1 April 2016			Wage rates payable from 1 April 2017		
	Grade	Band	Pay Point	Grade	Band	Pay Point	Hourly	Fortnightly	Annually	Hourly	Fortnightly	Annually
Assistant in Nursing	1	1	1	1		1	\$26.3408	\$2,001.90	\$52,228	\$26.9987	\$2,051.90	\$53,533
			2			2	\$26.8816	\$2,043.00	\$53,300	\$27.5539	\$2,094.10	\$54,634
			3			3	\$27.2382	\$2,070.10	\$54,007	\$27.9197	\$2,121.90	\$55,359
			4			4	\$27.8553	\$2,117.00	\$55,231	\$28.5513	\$2,169.90	\$56,611
			5			5	\$28.4961	\$2,165.70	\$56,502	\$29.2079	\$2,219.80	\$57,913
			6			6	\$28.8395	\$2,191.80	\$57,182	\$29.5605	\$2,246.60	\$58,612
Assistant in Nursing – Sterilising Services (formerly CSSD)		2	1	3		1	\$28.5026	\$2,166.20	\$56,515	\$29.2158	\$2,220.40	\$57,929
			2			2	\$28.9118	\$2,197.30	\$57,326	\$29.6342	\$2,252.20	\$58,758
			3			3	\$29.3382	\$2,229.70	\$58,171	\$30.0711	\$2,285.40	\$59,624
Undergraduate Student in Nursing/Midwifery	2		2 <sup>nd</sup> year	2		2 <sup>nd</sup> year	\$26.8816	\$2,043.00	\$53,300	\$27.5539	\$2,094.10	\$54,634
			3 <sup>rd</sup> year			3 <sup>rd</sup> year	\$27.2382	\$2,070.10	\$54,007	\$27.9197	\$2,121.90	\$55,359
Enrolled Nurse	3		1	3		1	\$28.5026	\$2,166.20	\$56,515	\$29.2158	\$2,220.40	\$57,929
			2			2	\$28.9118	\$2,197.30	\$57,326	\$29.6342	\$2,252.20	\$58,758
			3			3	\$29.3382	\$2,229.70	\$58,171	\$30.0711	\$2,285.40	\$59,624
			4			4	\$29.7776	\$2,263.10	\$59,043	\$30.5224	\$2,319.70	\$60,519
			5			5	\$30.2513	\$2,299.10	\$59,982	\$31.0079	\$2,356.60	\$61,482
Enrolled Nurse Advanced Skills (formerly Enrolled Nurse Advanced Practice)	4		1	4		1	\$31.1461	\$2,367.10	\$61,756	\$31.9250	\$2,426.30	\$63,300
			2			2	\$33.0500	\$2,511.80	\$65,531	\$33.8763	\$2,574.60	\$67,169
Registered Nurse Registered Midwife	5		Re-entry	5		Re-entry	\$31.6342	\$2,404.20	\$62,724	\$32.4250	\$2,464.30	\$64,292
			1			1	\$33.1118	\$2,516.50	\$65,654	\$33.9395	\$2,579.40	\$67,295
			2			2	\$34.6697	\$2,634.90	\$68,743	\$35.5368	\$2,700.80	\$70,462
			3			3	\$36.2276	\$2,753.30	\$71,832	\$37.1329	\$2,822.10	\$73,627
			4			4	\$37.7842	\$2,871.60	\$74,918	\$38.7289	\$2,943.40	\$76,791
			5			5	\$39.3474	\$2,990.40	\$78,017	\$40.3316	\$3,065.20	\$79,969
			6			6	\$40.9105	\$3,109.20	\$81,117	\$41.9329	\$3,186.90	\$83,144

**Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016**

Indicative title	New classification			Existing classification			Wage rates payable from 1 April 2016			Wage rates payable from 1 April 2017		
	Grade	Band	Pay Point	Grade	Band	Pay Point	Hourly	Fortnightly	Annually	Hourly	Fortnightly	Annually
			7			7	\$42.4711	\$3,227.80	\$84,211	\$43.5329	\$3,308.50	\$86,316
Clinical Nurse Clinical Midwife	6	1	1	6		1	\$43.1987	\$3,283.10	\$85,654	\$44.2789	\$3,365.20	\$87,796
			2			\$44.2132	\$3,360.20	\$87,665	\$45.3184	\$3,444.20	\$89,857	
			3			\$45.2316	\$3,437.60	\$89,685	\$46.3618	\$3,523.50	\$91,926	
			4			\$46.2566	\$3,515.50	\$91,717	\$47.4132	\$3,603.40	\$94,010	
Associate Clinical Nurse/Midwife Consultant Associate Nurse/Midwife Unit Manager Associate Nurse/Midwife Manager Associate Nurse/Midwife Educator Associate Nurse/Midwife Researcher	6	2	1	6/7A		1	\$48.5553	\$3,690.20	\$96,275	\$49.7697	\$3,782.50	\$98,683
Clinical Nurse/Midwife Consultant Nurse/Midwife Unit Manager Nurse/Midwife Manager Nurse/Midwife Educator Nurse/Midwife Researcher Public Health Nurse Nurse Navigator Nurse Practitioner Candidate	7		1	7		1	\$53.0434	\$4,031.30	\$105,174	\$54.3697	\$4,132.10	\$107,804
			2			\$55.4434	\$4,213.70	\$109,932	\$56.8289	\$4,319.00	\$112,680	
			3			\$56.8211	\$4,318.40	\$112,664	\$58.2421	\$4,426.40	\$115,482	
			4			\$57.5868	\$4,376.60	\$114,182	\$59.0263	\$4,486.00	\$117,037	
Nurse Practitioner	8		1	8		1	\$59.7237	\$4,539.00	\$118,419	\$61.2171	\$4,652.50	\$121,380
			2			\$61.2092	\$4,651.90	\$121,365	\$62.7395	\$4,768.20	\$124,399	
			3			\$62.3513	\$4,738.70	\$123,629	\$63.9105	\$4,857.20	\$126,721	

**Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016**

Indicative title	New classification			Existing classification			Wage rates payable from 1 April 2016			Wage rates payable from 1 April 2017		
	Grade	Band	Pay Point	Grade	Band	Pay Point	Hourly	Fortnightly	Annually	Hourly	Fortnightly	Annually
Director of Nursing - Rural and Remote	9		1	10	1	1	\$61.0000	\$4,636.00	\$120,950	\$62.5250	\$4,751.90	\$123,974
			2			2	\$63.7605	\$4,845.80	\$126,423	\$65.3539	\$4,966.90	\$129,583
			3			3	\$65.3447	\$4,966.20	\$129,565	\$66.9789	\$5,090.40	\$132,805
Assistant Director of Nursing Director of Nursing	10		1	9	1	1	\$62.3513	\$4,738.70	\$123,629	\$63.9105	\$4,857.20	\$126,721
				10	2	1						
				11	1	1						
			2	9	1	2	\$65.3737	\$4,968.40	\$129,622	\$67.0079	\$5,092.60	\$132,862
				10	2	2						
				11	1	2						
Nursing Director Director of Nursing	11			9	2	1	\$69.7724	\$5,302.70	\$138,344	\$71.5171	\$5,435.30	\$141,803
				10	3	1						
				11	2	1						
Nursing Director Director of Nursing	12			9	3	1	\$76.8145	\$5,837.90	\$152,307	\$78.7342	\$5,983.80	\$156,113
				10	4	1						
				11	3	1						
Health Service Director of Nursing Executive Director of Nursing	13	1		11	4	1	\$82.2289	\$6,249.40	\$163,042	\$84.2842	\$6,405.60	\$167,118
				12								
Executive Director of Nursing	13	2		12			\$99.9711	\$7,597.80	\$198,221	\$102.4697	\$7,787.70	\$203,176

**Note:** Teams Leaders in Integrated Mental Health and Community Health will receive Health Practitioner wages and conditions while being required to retain their registration to practice as nurse. Refer clause 39 of this Agreement,

### Translation guide

Translation into the revised salary spine will be effective from the commencement of Agreement. See clause 14 of this Agreement.

1. New Nurse Grade 1, Band 2
  - Nurse Grade 1 will have two bands. There is no annual progression from Band 1 to Band 2 under clause 12.4 of the Award.
  - The new Band 2 is the equivalent of the existing classification Assistant in Nursing CSSD.
  - Nurse Grade 1, Band 2 has three pay points. Progression will occur in accordance with clause 12.4 of the Award.
2. New Nurse Grade 6, Band 2
  - Nurse Grade 6 will have two bands. There is no annual progression from Band 1 to Band 2 under clause 12.4 of the Award.
  - The new Band 2 is the equivalent of the existing classification Nurse Grade 6/7A, Associate.
  - There is only one pay point in Nurse Grade 6, Band 2, accordingly progression provided in clause 12.4 of the Award has no application.
3. New Nurse Grade 9
  - The new Nurse Grade 9 is the equivalent of the existing classification Nurse Grade 10, Band 1.
  - Nurses and midwives currently employed in the three pay points at Nurse Grade 10, band 1, will transition directly into the new Nurse Grade 9 at the applicable pay point.
  - The new Nurse Grade 9 has three pay points. Progression will occur in accordance with clause 12.4 of the Award.
4. New Nurse Grade 10
  - The new Nurse Grade 10 is the equivalent of the existing classification levels:
    - Nurse Grade 9, Band 1;
    - Nurse Grade 10, Band 2; and
    - Nurse Grade 11, Band 1.
  - There are two pay points in this Nurse Grade. Progression will occur in accordance with clause 12.4 of the Award.
5. New Nurse Grade 11
  - The new Nurse Grade 11 is the equivalent of the existing classification levels:
    - Nurse Grade 9, Band 2, Pay point 1;
    - Nurse Grade 10, Band 3, Pay point 1; and
    - Nurse Grade 11, Band 2, Pay point 1.
  - There is only one pay point in this Nurse Grade, accordingly progression provided in clause 12.4 of the Award has no application.

**Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016**

6. New Nurse Grade 12

- The new Nurse Grade 12 is the equivalent of the existing classification levels:
  - Nurse Grade 9, Band 3, pay point 1;
  - Nurse Grade 10, Band 4, pay point 1; and
  - Nurse Grade 11, Band 3, pay point 1.
- There is only one pay point in this Nurse Grade, accordingly progression provided in clause 12.4 of the Award has no application.

7. New Nurse Grade 13

- The new Nurse Grade 13 will have two bands. There is no annual progression from Band 1 to Band 2 under clause 12.4 of the Award.
- The new Band 1 is the equivalent of the existing classification Nurse Grade 11, Band 4.
- The new Band 2 is the equivalent of the existing classification Nurse Grade 12.
- There is only one pay point in each band of this Nurse Grade, accordingly progression provided in clause 12.4 of the Award has no application.

**SCHEDULE 2 – Allowances**

Allowance	Clauses – <i>Award</i>	As from 1/04/2016	As from 1/04/2017
		\$	\$
Pharmacy allowance – Public Hospitals	13.14(a)	2.16	2.21
Relieving in-charge allowance	13.16	12.71	13.03
Operating theatre allowance – Public Hospitals	13.12	2.94	3.01
Hyperbaric allowance	13.6	24.21	24.82
Mental health environment allowance	13.9	24.21	24.82
X-Ray and radium allowance – Public Hospitals	13.20	10.78	11.05
Targeted training allowance for Assistants in Nursing	13.18	32.61	33.43
Night supervisors allowance – Public Hospitals (100 beds & under)	13.11(a)	6.52	6.68
Night supervisors allowance – Public Hospitals (over 100 beds)	13.11(b)	12.92	13.24
Laundry allowance	13.7	2.13	2.18

On Call Allowance	Description	As from 1/04/2016	As from 1/04/2017
		\$	\$
Nurse Grade 3 and above	Saturday, Sunday, Public Holidays and Rostered Days Off	43.64	44.73
	Monday to Friday	23.85	24.45
Nurse Grade 1	Saturday, Sunday, Public Holidays and Rostered Days Off	43.64	44.73
	<b>Night Only</b> - Saturday, Sunday, Public Holidays and Rostered Days Off	27.41	28.10
	Any other night	23.85	24.45

Professional development allowance			
Category	Payment in last pay period of September 2016	Payment in last pay period of March 2017	Total yearly payment
Category B	\$1,435.00	\$1,435.00	\$2,870.00
Category A	\$1,148.50	\$1,148.50	\$2,297.00
Category C	\$861.00	\$861.00	\$1,722.00
Category	Payment in last pay period of September 2017	Payment in last pay period of March 2018	Total yearly payment
Category B	\$1,471.00	\$1,471.00	\$2,942.00
Category A	\$1,177.00	\$1,177.00	\$2,354.00
Category C	\$882.50	\$882.50	\$1,765.00

## **SCHEDULE 3 – Nursing and Midwifery Consultative Forum Model Terms of Reference**

### **1. Purpose**

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

### **2. Scope**

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

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

### **3. Definitions**

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

**Agreement** means *Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016*

**NaMIG** means Nursing and Midwifery Implementation Group

**QNU** means the Queensland Nurses' Union

### **4. Objectives**

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

- 4.1. Provide an effective forum for consultation on nursing and midwifery matters, including the implementation of the Agreement at the local level, through the adoption of an interest based approach (mutual gains) to problem solving. An interest based approach aims to:
- (a) Promote a relationship based on trust;
  - (b) Strengthen relationships;
  - (c) Search for mutual gains while managing conflicts of interest; and
  - (d) Arrive at fair outcomes in an effective and efficient manner.
- 4.2. Ensure that effective communication and change management processes and practices relating to nursing and midwifery issues are developed, implemented and monitored.
- 4.3. Provide a prompt and effective mechanism for the management of nursing and midwifery workloads and ensure the appropriate application of the Business Planning Framework: a tool for workload management as a workforce planning tool.
- 4.4. Implement at the local level, agreed initiatives and projects arising from the Agreement including those with NaMIG oversight (clause 52.3 of the Agreement).



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

## **5. Reporting relationship**

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

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

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

- (a) The NaMCF will provide six monthly reports to NaMIG on matters relating to the areas of work relevant to NaMIG.
- (b) Issues relating to implementation of the Agreement that cannot be resolved at NaMCF or HHSCF may be escalated to NaMIG in accordance with the dispute resolution clause of the Agreement.

## **6. Membership**

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

- 6.2. The Hospital and Health Service representatives:

*List name and title of management representatives*

- 6.3. The QNU representatives:

*List name and title of union representatives*

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

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

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

## **8. Chairing**

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

## **9. Quorum**

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

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

**10. Secretariat**

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

**11. Meeting frequency**

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

- 11.2. The NaMCF will meet at:

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

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

**12. Attendance at meetings**

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

**13. Preparation and report back**

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

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

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

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

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

- (k) avoid confrontational and highly positional communication styles;
- (l) adopt a problem-solving, solution orientated approach to the issues; and
- (m) demonstrate leadership in dealing with principals/constituencies.

**15. Agenda items**

- 15.1. Agenda items may be submitted by any nurse or midwife to NaMCF members or the NaMCF secretariat seven days prior to the date of the next meeting.
- 15.2. Emergent issues can be placed on the agenda by NaMCF members as general business or these can be dealt with under standing agenda items.
- 15.3. Standing agenda items include, but are not limited to:
  - (a) Nursing and midwifery workloads;
  - (b) Nursing and midwifery recruitment and vacancy rates;
  - (c) Nursing and midwifery education and development;
  - (d) Models of nursing and midwifery;
  - (e) Working arrangements;
  - (f) Classification and Career Structure;
  - (g) Work-life balance strategies for nurses and midwives; and
  - (h) General Business.

**16. Distribution of minutes**

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

**17. Sub committees**

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

**18. Access to information**

- 18.1. The Hospital and Health Service and QNU representatives on the NaMCF intend to be open with one another and share information in as timely a manner as possible.
- 18.2. The NaMCF will be provided localised information utilising the nursing scorecard and midwifery scorecard.

- 18.3. It is acknowledged that certain issues being examined may be of a confidential and sensitive nature which will require members and the secretariat to exercise utmost tact and discretion and ensure any confidential information will remain confidential.
- 18.4. Information that is to remain confidential should be declared as such prior to tabling. If it is not accepted by NaMCF members as confidential then the party may elect not to table the information.
- 18.5. It is accepted that where assembling information will involve effort and expense the parties will endeavour to limit their requests of each other to information that is relevant to and useful for implementation.

**19. Commitment to consultation**

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

**20. Support services to union representatives**

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

**21. No disadvantage to employees**

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

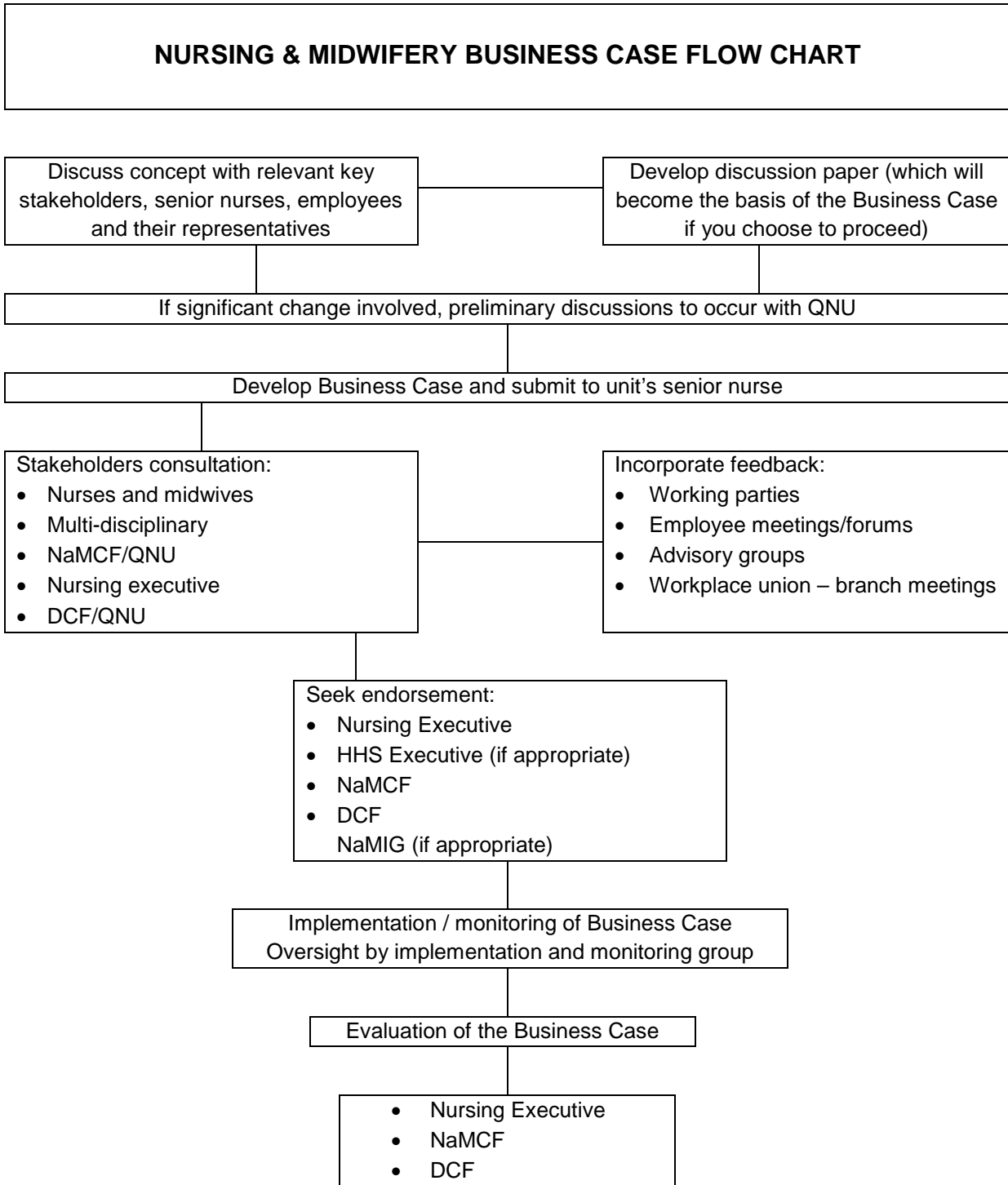
**22. Training**

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

**23. Dispute resolution**

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

Attachment 1



## Attachment 2

### Reporting framework for six monthly reports to NaMIG

*One composite report per Hospital and Health Service is to be provided on a six monthly basis to the NaMIG Secretariat, with reports due by June 30 and December 31 each year.*

Hospital and Health Service	
Name of Nursing and Midwifery Consultative Forum/s:	
Date of Report:	
Name of Director of Nursing completing Report:	
Contact details of Director of Nursing completing report:	Work Address: Phone: Email:

1. Please provide a brief dot point summary of major initiatives and emerging/unresolved issues, and major trends of issues:
  
2. Projects identified in the *Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016* as follows:
  - (i) Rural and remote
  - (ii) Career and classification
  - (iii) Retention initiatives
  - (iv) Rostering
  - (v) Midwifery models of care

Do you have any feedback or initiatives you wish to highlight in relation to these areas of work at the local level?

3. Any other comments or feedback?

## **SCHEDULE 4 – NaMIG Model Terms of Reference**

The Nurses and Midwives Implementation Group (NaMIG) comprises representatives of Queensland Health (meaning the Hospital and Health Services and Department of Health) and representatives of the Queensland Nurses' Union (QNU) as parties to the *Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (No 9) 2016* (the Agreement).

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

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

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

### **1. Overview**

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

### **2. Role**

- 2.1. As well as being the principal forum for consultation between Queensland Health and the QNU on all matters relevant to the Agreement, NaMIG is responsible for ensuring the implementation of the specific initiatives contained in the Agreement which are:
  - (a) Rural and remote – clause 25;
  - (b) Career and classification – clause 41.2(a);
  - (c) Graduates - clause 46;
  - (d) Retention initiatives – clause 41.2(b);
  - (e) NUM/MUMs – clause 43;
  - (f) Rostering – clause 44;
  - (g) Midwifery models of care – clause 45;
  - (h) Incentives for nightshift – clause 25.3; and



(i) Permanent employment – clause 36.

2.2. Queensland Health and the QNU recognise NaMIG advances the interests and issues of the Queensland Health nursing and midwifery workforce by:

- (a) implementing the initiatives contained within the Agreement;
- (b) strategic consideration of current and emergent nursing and midwifery workforce issues in Queensland Health;
- (c) providing strategic advice to the Director General and the Executive Management Team (EMT) on issues affecting nurses and midwives;
- (d) approving consultative arrangements such as Nurses and Midwives Consultative Forums (NaMCFs), consistent with the commitment to consultation contained within the Agreement; and
- (e) monitoring the effectiveness of consultative forums and their outcomes relating to the Agreement.

### 3. Definitions

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

### 4. Structures, Processes and Mechanisms

Membership – management	The Director General, Department of Health will determine the management representatives on NaMIG.
EMT sponsor	An Executive Management Team (EMT) sponsor is a member of the EMT. The EMT sponsor will attend meetings, dependant on availability, to represent the views of Queensland Health's executive and to support the advancement of nursing and midwifery interests and issues.
Membership-union	QNU will determine its representatives on NaMIG. Union representatives will be full-time officials and/or workplace delegates/representatives.
Total number of participants	Queensland Health and the QNU will jointly determine the total number of NaMIG representatives and agree to keep the total number at a manageable level.

**Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016**

Quorum	A quorum will consist of at least three union representatives and three management representatives.
Chair	The role of chair will alternate between management and union representatives in the absence of a facilitator.
Sub groups	NaMIG may form sub groups to address particular aspects of its function.  NaMIG will duly authorise all sub-groups which will report back to NaMIG. NaMIG will establish Master Terms of Reference for all sub groups.
Other participants	NaMIG may invite or approve in advance other persons to attend meetings of the NaMIG and/or sub groups.  Such persons do not assume membership of the NaMIG.
Secretariat	Queensland Health will provide a secretariat for the purpose of recording and preparing minutes, agendas, correspondence and other relevant administrative tasks.  The Secretariat will liaise with members of the NaMIG as required.
Frequency of meetings	NaMIG will convene at least ten times annually or more if agreed.
Agenda	NaMIG members should submit agenda items to the NaMIG Secretariat not less than one week prior to the next scheduled meeting. The parties will agree on the date for the next meeting at the outset of each meeting. This does not prevent NaMIG addressing any emergent issues.
Minutes	The Secretariat will distribute the minutes to NaMIG membership within ten working days of the meeting.
Decision making	NaMIG members expect to decide all matters through consensus.

## Attachment 1

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

**Date:**

**Referral by:**

(Tick one box only)

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

### HHSCF (or equivalent)

**Background**

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

**Recommendation**

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

**Issues**

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

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

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

**SCHEDULE 5 – 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
<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>	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>	Environmental Allowance – Mental Health High Security and Medium 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, Voluntary Reversion 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
	<b>IRM 11.7-3</b>	
	<b>IRM 11.7-4</b>	
	<b>IRM 11.7-5</b>	
<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
<b>G15</b>		Professional Development Package for Nurses and Midwives 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)

## **SCHEDULE 6 – Conditions of employment – Correctional Health Services Nurses and Midwives**

### **1. Application**

- 1.1. This Schedule applies to Correctional Health Services employees.

### **2. Definitions**

**Correctional Health Services employee** means a nurse or midwife employed in a correctional facility..

### **3. Pharmacy Allowance – Correctional Health Services**

- 3.1. A Correctional Health Services employee required to perform pharmacy duties such as, but not limited to:

- (a) ordering of stock;
  - (b) storage of stock;
  - (c) dispense and supply of drugs
- is to be paid an additional \$30 per week.

- 3.2. A part-time and casual employee is paid on a pro rata basis for ordinary hours worked.

- 3.3. The allowance is not paid during periods of paid or unpaid leave or with respect to overtime.

- 3.4. A Correctional Health Services employee who ceases to perform pharmacy duties in accordance with this clause is not entitled to this allowance.

### **4. Aggregated Shift Allowance**

- 4.1. A Correctional Health Services employee working continuous shifts at the Woodford Correctional Centre will receive an annual shift allowance at the rate of 28.5% of their applicable wage or salary. Continuous shifts mean work done by an employee where the shifts are worked over 24 hours per day seven days per week and the employee actually works on such rotational basis.

- 4.2. A Correctional Health Services employee working non-continuous shifts at the Woodford Correctional Centre will receive an annual shift allowance at the rate of 23% of their applicable wage or salary.

- 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 19.4 of the Award. Payment will be made fortnightly with the employee'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. Rostering Arrangements**

- 5.1. A roster is a collection of shifts worked, maintaining an average of 38 hours per week for full-time employees.

- 5.2. In accordance with rostering arrangements in place for each correctional facility as at 1 April 2016, rosters for Correctional Health Services employees will range from one to 30 weeks long but have an average of 38 hours per week over the life of the roster.
- 5.3. By consultation and mutual agreement, flexible rostering practices may be included in rosters to allow for shifts of varying lengths of between four and 12 hours.
- 5.4. Any Correctional Health Services employee may be required to work reasonable time in excess of ordinary hours.
- 5.5. A Correctional Health Services employee 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 exceptional circumstances only.
- 5.6. A Correctional Health Services employee who works a shift of 12 ordinary hours is entitled to two paid meal breaks, each of 30 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. A Correctional Health Services employee in receipt of the aggregated shift allowance or who is a shift worker whose hours of work are regularly rotated in accordance with a shift roster covering two or more shifts per day will be paid for all overtime at the rate of double time. Overtime will be paid on the employee's base rate
- 5.8. For a casual employee an ordinary shift is to be no more than 12 hours.
- 5.9. A Correctional Health Services employee engaged in 12 hour shift arrangements is 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. Following the last night shift worked, a Correctional Health Services employee will have a minimum break of two clear days between midnight and midnight.

For example: if an employee completed block of night shifts on Monday morning (6.00am) he/she would not commence duty until at least Thursday (6.00am).

- 6.2. 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. Day Shifts**

- 7.1. 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. A Correctional Health Services employee engaged in shift work is to have two whole consecutive days off between midnight and midnight, in each seven day period.
- 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. Annual Leave**

- 9.1. A Correctional Health Services employee who is a continuous shift worker in the Northern and Western regions of the State is not entitled to recreation leave in excess of five weeks' leave in each year.

**10. Public Holidays**

- 10.1. 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.
- 10.2. A Correctional Health Services employee engaged in continuous shift work or who works on a two shift per day basis over seven days each week, who is rostered off on any public holiday will be paid an additional day's wage, or by agreement between the employer and the employee will be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day will be added to the employee's annual leave for each such day on which the employee is rostered off.
- 10.3. 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.

## **SCHEDULE 7 – Conditions of employment – Department of Education and Training State School Registered Nurses**

### **PART 1 – APPLICATION AND OPERATION**

#### **1. Title**

**Schedule 7 - Conditions of employment - Department of Education and Training State School Registered Nurses**

#### **2. Application of Schedule**

2.1. This Schedule applies to all nurses employed by DET. The terms of this Agreement only apply to the extent provided in this Schedule.

2.2. The following terms of this Agreement are incorporated as terms of this Schedule:

- (a) Clause 1 - Title
- (b) Clause 2 – Duration of Agreement
- (c) Clause 3 – Relationship with other Awards and Certified Agreements
- (d) Clause 4 – Parties Bound
- (e) Clause 5 – Application of agreement
- (f) Clause 6 – Definitions
- (g) Clause 8 – International Labour Organisation Conventions
- (h) Clause 9 – Renewal or Replacement of Agreement
- (i) Clause 12 – Posting of agreement
- (j) Clause 35 - Job Security
- (k) Clause 37 – Contracting out
- (l) Clause 55 – No further claims

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

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

#### **3. Operation of Schedule**

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



#### 4. Definitions

NACC means Nurses' Agency Consultative Committee

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

#### 5. Objectives of this Schedule

- 5.1. To restore equity between nurses who are employed by the Department of Education and Training and the Department of Health in remuneration and payment for and access to professional development.
- 5.2. Develop more highly skilled employees capable of achieving more effective and efficient arrangements, committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- 5.3. To assist in the recruitment and retention of nurses to positions in DET.
- 5.4. To provide certainty for employees and DET in relation to remuneration outcomes for the life of the Agreement.

#### 6. Prevention and Settlement of Disputes

- 6.1. The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 6.2. Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 6.3. There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 6.4. In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
  - (a) the matter is to be discussed by the employee's union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (b) if the matter is not resolved as per (a) above, it shall be referred by the union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
  - (c) if the matter remains unresolved it may be referred by the employee and/or his/her union representative to the NACC for discussion and appropriate action. This process should not exceed 14 days;
  - (d) if the matter is not resolved then it may be referred by either party to the QIRC for conciliation, or if necessary, arbitration.

**Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016**

- (e) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (f) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

**PART 2 – WAGES**

**7. Wages**

7.1. DET nurses will receive a wage rate as prescribed below, in accordance with Schedule 1 to this Agreement:

DET Indicative Titles	Classification		Wage rates payable from 1 April 2016			Wage rates payable from 1 April 2017			
			Hourly	Fortnightly	Annually	Hourly	Fortnightly	Annually	
Clinical Nurse	6	1	1	\$43.1987	\$3,283.10	\$85,654	\$44.2789	\$3,365.20	\$87,796
			2	\$44.2132	\$3,360.20	\$87,665	\$45.3184	\$3,444.20	\$89,857
			3	\$45.2316	\$3,437.60	\$89,685	\$46.3618	\$3,523.50	\$91,926
			4	\$46.2566	\$3,515.50	\$91,717	\$47.4132	\$3,603.40	\$94,010
Clinical Nurse Consultant	7		1	\$53.0434	\$4,031.30	\$105,174	\$54.3697	\$4,132.10	\$107,804
			2	\$55.4434	\$4,213.70	\$109,932	\$56.8289	\$4,319.00	\$112,680
			3	\$56.8211	\$4,318.40	\$112,664	\$58.2421	\$4,426.40	\$115,482
			4	\$57.5868	\$4,376.60	\$114,182	\$59.0263	\$4,486.00	\$117,037
Senior Nurse Manager	8		1	\$59.7237	\$4,539.00	\$118,419	\$61.2171	\$4,652.50	\$121,380
			2	\$61.2092	\$4,651.90	\$121,365	\$62.7395	\$4,768.20	\$124,399
			3	\$62.3513	\$4,738.70	\$123,629	\$63.9105	\$4,857.20	\$126,721

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

**PART 3- PROFESSIONAL DEVELOPMENT**

**8. Professional development leave**

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

- (a) Study support;
- (b) Short courses; and
- (c) Professional association events.

8.2. Professional development leave may be accumulated for two years.

8.3. The leave will be paid at single time.

- 8.4. The annual entitlement to leave is available from the commencement of this Agreement. For employees who are appointed after the date of commencement it will be calculated from the employee's anniversary date.
- 8.5. Any component of the leave entitlement not accessed after two years will be waived. The leave is not paid out on termination from employment, including resignation and retirement.
- 8.6. All reasonable travel time associated with accessing professional development leave is paid work time on the basis of no more than eight hours single time for each day of travel.
- 8.7. Paid professional development leave is an entitlement over and above all current entitlements, assistance or obligations. That is, this leave will not be used as a substitute for mandatory training, maintenance of ongoing nursing skills necessary for a nurse to perform the normal duties and functions of their position or other training required by the employer.
- 8.8. Professional development leave is not a substitute for the assistance provided by the Study and Research Assistance Scheme (SARAS).
- 8.9. The employer will ensure that back-filling for professional development leave is fully funded and incorporated in service budgets.

## 9. Professional development allowance

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

Category	Payment in last pay period of September 2016	Payment in last pay period of March 2017	Total yearly payment
Category B	\$1,435.00	\$1,435.00	\$2,870.00
Category A	\$1,148.50	\$1,148.50	\$2,297.00
Category C	\$861.00	\$861.00	\$1,722.00
Category	Payment in last pay period of September 2017	Payment in last pay period of March 2018	Total yearly payment
Category B	\$1,471.00	\$1,471.00	\$2,942.00
Category A	\$1,177.00	\$1,177.00	\$2,354.00
Category C	\$882.50	\$882.50	\$1,765.00

- 9.2. This allowance is payable in respect of periods of paid leave. The allowance is otherwise not payable for all purposes.
- 9.3. An employee will receive pro-rata payment for the period from 1 April 2016 to the last pay period of September 2016. Such pro-rata entitlements are to apply for new employees in each subsequent six month period.

## PART 4 – EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

### 10. Organisational Change and Restructuring

- 10.1. The employer is committed to providing stability by limiting organisational restructuring and contracting-out of services.

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

## **PART 5 - SALARY PACKAGING**

### **11. Salary packaging**

- 11.1. Salary packaging is available for employees covered by this Agreement.
- 11.2. The employer is to apply the following principles for employees that avail themselves of salary packaging:
- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;

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

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

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

## **PART 6 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION**

### **12. Consultation**

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

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

### 13. Nurses' Agency Consultative Committee (NACC)

- 13.1. The consultative committee has an ongoing role in all areas to improve efficiency and effectiveness within nursing services and to monitor progress in meeting this Agreement's objectives and implementation of the Agreement as it relates to nurses.
- 13.2. The committee's terms of reference includes consideration of workplace issues, including employee training and development, workplace health and safety, equal employment opportunity (EEO) plans, and anti-discrimination legislation as prescribed in the Agreement.
- 13.3. The NACC will be used to facilitate consultation on a broad range of issues, including but not limited to discussion of matters arising from this Agreement such as:
- (a) Workload Management;
  - (b) Organisational Change and Restructuring;
  - (c) Training Union Encouragement;
  - (d) Balancing Work/Life and Family;
  - (e) Organisational matters such as the review of, changes to or introduction of new workforce management policies;
  - (f) Workplace health and safety;
  - (g) Equal Employment Opportunity plans; and
  - (h) Anti-discrimination legislation.

#### 13.4. Terms of Reference

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

- (a) consideration of workplace issues;
- (b) professional development and training;
- (c) workplace health and safety;
- (d) career structure; and
- (e) Use of nursing related grants to regions and schools.

#### 13.5. Composition

Membership of the NACC will comprise equal representation of DET and the QNU.

#### **14. Collective Industrial Relations**

- 14.1. The employer acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- 14.2. The employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the QIRC.
- 14.3. The employer is committed to collective agreements and will not support non-union agreements.

#### **15. Union Encouragement**

- 15.1. The employer recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- 15.2. An application for union membership and information on the QNU will be provided to all employees at the point of engagement.
- 15.3. Information on the QNU will be included in induction materials.
- 15.4. Union representative(s) will be provided with the opportunity to discuss union membership with new employees.
- 15.5. Agencies are to provide the QNU with complete lists of new starters (consisting of name, job title and work location) to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically.
- 15.6. The employer is also required where requested to provide the QNU with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the the employer and the QNU to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at s. 373(3) of the *Industrial Relations Act 1999*.

### **PART 7 – WORKPLACE HEALTH AND SAFETY**

#### **16. Workplace Health and Safety**

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

### **PART 8 – EMPLOYMENT CONDITIONS**

#### **17. Workload Management**

- 17.1. The employer is committed to working with its employees and the QNU to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore DET should ensure safe work environments are not compromised, and that agency responsibilities under legislation including duty of care to all employees are complied with.

- 17.2. It is recognised by the employer that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu (TOIL).
- 17.3. The employer is obliged to consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.

## **18. Balancing Work/Life And Family**

- 18.1. The employer recognises the increasingly complex interplay between people's work and personal lives and the challenges involved in managing work, family and lifestyle responsibilities. It is committed to helping employers and employees establish workplace practices that improve work-life balance, and have introduced a variety of initiatives on work and family.
- 18.2. The parties recognise that implementing Work-Life Balance initiatives will enable the employer to continue providing effective service delivery to the Queensland public.
- 18.3. The employer is committed to improving the uptake of existing work-life balance policies across DET in order to realise the potential of work-life balance as a tool to improve the attraction and retention of employees and subsequently productivity for employers.
- 18.4. The employer agrees to actively educate and provide practical tools to implement work-life balance policies and flexible work practices for individual organisations and their employees in order to develop organisational cultures that support work-life balance.
- 18.5. Workplace arrangements supported by the employer to assist employees in balancing work, family and lifestyle responsibilities include (but not limited to):
- (a) Leave arrangements – e.g. carer's leave, study/training leave, career breaks, cultural leave, flexible access to long service leave, purchased leave;
  - (b) Policies relevant to parenting and pregnancy – e.g. paid/unpaid parental leave, pre-natal leave, spousal leave, breastfeeding facilities, lactation breaks;
  - (c) Flexible working arrangements – e.g. telecommuting, job sharing, flexible hours of work or accrued day off (ADO) arrangements, transition to retirement arrangements, compressed working weeks, averaging ordinary hours; and
  - (d) Additional work provisions – e.g. employee services, health programs, exercise facilities, relocation assistance.
- 18.6. The employer should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through NACC.
- 18.7. The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.



## 19. Hours Of Work

### 19.1. Definitions

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

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

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

**Leave** means ADO leave, recreation leave, long service leave and time off in lieu.

**Spread of hours** means time worked between 6.00am and 6.00pm Monday to Friday inclusive.

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

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

**School** includes, for the purpose of these arrangements, all State Secondary Schools, State Primary Schools, P-10/12 Schools, Educational Facilities, State Special Schools and School Support Centres, excluding State-wide School Support Centres.

### 19.2. Ordinary hours

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

### 19.3. Hours of Duty Arrangements

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

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

#### 19.4. Negative Balances

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

19.5. Overtime

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

19.6. Surplus Hours - ADO/TOIL

In most circumstances employees should have a zero balance of ADO and TOIL hours at the beginning of each twelve month cycle. Where employees have or will have hours in surplus of those required for the twelve month cycle, then the following procedure will apply:

- (a) By the end of term 3, the employee and the Principal shall meet to review the ADO agreement and discuss access to the surplus hours to develop a plan to manage the surplus hours prior to term 4 summer vacation.
- (b) Where such hours have been applied for and refused prior to the December vacation period, then such surplus hours shall be either paid out to the employee at ordinary time rates of pay (on a time for time basis) or carried over to the next twelve-month period. The decision to have a payout is solely at the discretion of the employee. Where surplus hours are carried over, such hours must be taken off within that period of twelve months.

19.7. ADO and Workers' Compensation

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

## **SIGNATORIES:**

Signed for and on behalf of Department of Health:

Michael Walsh (Director General)

In the presence of: Tess Bishop

Signed for and on behalf of Department of Education and Training:

Jim Watterson (Director General)

In the presence of: Elizabeth Radcliff

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

Elizabeth Mole (Secretary)

In the presence of: Teri Sutherland

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

Ben Swan (Secretary)

In the presence of: Riley Chisholm