

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

State of Queensland (Department of Health)

State of Queensland (Department of Education)

AND

Queensland Nurses and Midwives' Union of Employees

The Australian Workers' Union of Employees, Queensland

(Matter No. CB/2018/124)

**NURSES AND MIDWIVES (QUEENSLAND HEALTH AND DEPARTMENT OF
EDUCATION) CERTIFIED AGREEMENT (EB10) 2018**

Certificate of Approval

On 25 September 2018 the Commission certified the attached written agreement (as amended) in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018*

Parties to the Agreement:
State of Queensland (Department of Health)
State of Queensland (Department of Education)
Queensland Nurses' and Midwives' Union of Employees
The Australian Workers' Union of Employees, Queensland

Operative Date: 25 September 2018

Nominal Expiry Date: 31 March 2021

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

Termination Date of Previous Agreement: 25 September 2018

By the Commission

THOMPSON IC
25 September 2018

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

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PART 1- PRELIMINARY MATTERS

1. Title

This Agreement will be known as the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018*.

2. Duration of Agreement

The Agreement operates from the date of certification until the nominal expiry date of 31 March 2021. The parties agree the following provisions will be given administrative effect on and from 1 April 2018:

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

3. Relationship with Awards and Other 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. Where there is any inconsistency between this Agreement and the *Queensland Public Service Officers and Other Employees Award – State 2015*, the provisions of the Agreement will apply to the extent of any inconsistency.
- 3.3 This Agreement replaces the *Nurses and Midwives (Queensland Health and Department of Education and Training) Certified Agreement (EB9) 2016*.

4. Parties Bound

- 4.1 The parties to this Agreement are the:
 - (a) Department of Health;
 - (b) Department of Education;
 - (c) Queensland Nurses and Midwives' 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 the Department of Education to the extent provided for in Schedule 9 to this Agreement.

6. Definitions

Act means the *Industrial Relations Act 2016*

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

AWU means The Australian Workers' Union of Employees, Queensland

BPF means the Business Planning Framework

Chief Executive means the Chief Executive of the Department of Health

DoE means the Department of Education

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

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

Employer means:

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

QNMU means Queensland Nurses and Midwives' Union of Employees

QIRC means the Queensland Industrial Relations Commission

7. Purpose of Agreement

The purpose of this Agreement is to advance and recognise nursing and midwifery through action in seven key domains:

7.1 Leadership:

- (a) Promote an effective, efficient and value based health system that is affordable and meets the growing needs of Queenslanders.
- (b) Improve accountability, innovation and responsiveness through realising policy commitments to better meet community needs.
- (c) Devolve to nurses and midwives the necessary authority to achieve the objectives of this Agreement.

7.2 Independent Practice:

- (a) Enable 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, including addressing barriers preventing nurses and midwives working to their full scope of practice.

- (b) Optimise the opportunities to access all sources of health care funding.

7.3 Collaborative Practice:

- (a) Build innovative and sustainable primary and preventative health care models that promote integrated, patient centred care.
- (b) Recognise the QNMU as the principal industrial and professional nursing and midwifery union.

7.4 Work Environment:

- (a) 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.
- (b) Provide work environments for nurses and midwives that are physically and psychologically safe.
- (c) Embed an interest based problem solving approach at the Department of Health and Hospital and Health Services level between the nursing and midwifery workforce and management as an effective way of achieving shared objectives.
- (d) Continue to attract and retain sufficient numbers of appropriately skilled nurses and midwives to deliver patient centred, safe, quality care, whilst improving the effective management of workloads.
- (e) Provide attractive, competitive and equitable remuneration for nurses and midwives.
- (f) Continue to utilise the BPF and minimum legislated nurse to patient ratios where applicable as the tools to plan and manage workloads for clinical service provision to maximise appropriate effective resource allocation.
- (g) Provide working arrangements which support work-life balance for nurses and midwives and deliver quality patient care.
- (h) Provide simple, easily understood and easily applied conditions of employment within a co-operative and consistent industrial relations framework.

7.5 Development and Recognition:

- (a) 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.
- (b) Provide access to contemporary and supportive transition frameworks for newly qualified and early career nurses and midwives.
- (c) Facilitate access to formal and informal education and professional development for nurses and midwives.
- (d) Recognise the contribution of nurses and midwives to healthcare through showcasing performance outcomes and public reporting.

7.6 Research and Innovation:

- (a) Deliver innovative and sustainable models of nursing and midwifery care supported by a responsive skills mix.
- (b) Support access to and participation in formal research projects to benefit healthcare delivery by nurses and midwives.

- (c) Involve nurses and midwives in the development, implementation and evaluation of new technologies and systems design that aim to improve health outcomes, system effectiveness and efficiency and patient safety.

7.7 Consumer Outcomes:

- (a) Improve the ability of a professional highly skilled and competent nursing and midwifery workforce to meet community needs through pro-active and innovative workforce planning.
- (b) Support nurses and midwives to lead and deliver equitable health outcomes for diverse communities, including in rural and remote locations.
- (c) Support nurses and midwives to enhance health literacy and engagement in the community through the provision of meaningful information.

8. International Labour Organisation (ILO) Conventions

8.1 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).

8.2 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 9 clause 7 to this Agreement:
- (a) 2.5% payable from 1 April 2018
 - (b) 2.5% payable from 1 April 2019
 - (c) 2.5% payable from 1 April 2020
- 13.2 In the event that a new Government Wages Policy delivers a higher quantum than the current wages policy, any additional increase will be passed on and back dated to 1 April 2018.
- 13.3 The allowances for nurses and midwives will be increased by the same percentage as the wage increases at clause 13.1 and 13.2 of this Agreement (if applicable) and contained in Schedule 2 and Schedule 7 to this Agreement.
- 13.4 The on-call allowance will increase on 1 April 2018 by the percentage in clause 13.1 and 13.2 above plus an additional 2.5%.
- 13.5 Any State Wage Case increases will be absorbed into the pay points prescribed in this Agreement. Provided that any annual State Wage Case increase which would provide a higher overall annual wage rate than those prescribed in Schedule 1 and Schedule 9 to this Agreement will be applied from the operative date of the State Wage Case. Further, any associated State Wage Case increase to allowances listed in Schedule 2 and Schedule 9 to this Agreement will be absorbed. This does not limit allowances not specified in Schedule 2 to this Agreement being increased in accordance with any State Wage Case decision.

14. Payroll

- 14.1 The employer will continue to work with health unions to manage the ongoing payroll issues, while also implementing system-wide solutions.
- 14.2 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 payroll 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.
- 14.3 The parties agree to work together to identify ways to increase employee satisfaction and access to meaningful payroll information for employees.

14.4 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.

14.5 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.

15. Superannuation

- 15.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will accept contributions from the employer and the employee.
- 15.2 Where an employee has not chosen a fund in accordance with clause 15.1 above, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.
- 15.3 The choice must be made in a form determined by the employer or in any standard form released by the Australian Taxation Office. The employer must implement the employee's choice for superannuation contributions made at any time after 28 days from the date the employee's choice is received.
- 15.4 The employer must contribute to a superannuation fund for an employee the greater of:
 - (a) The charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (**SGAA Act**), of the "ordinary time earnings" of the employee as defined in the SGAA Act; and
 - (b) the percentage prescribed in the *Superannuation (State Public Sector) Deed 1990* (Qld) (**QSuper Deed**) of the salary of the employee as defined in the QSuper Deed, in respect of the employee, for the percentage of contribution paid by the employee (including by salary sacrifice).

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 above, 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 Office of Industrial Relations Circular C1- 18 (Arrangements for Salary Packaging) and any other relevant Office of Industrial Relations Circulars issued from time to time:
 - (a) permanent full time and part time employees;
 - (b) temporary full time and part time employees; and
 - (c) long-term casual employees as determined by the *Industrial Relations Act 2016* (Qld).
- 16.6 FBT Exemption Cap: The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* (Cth) for limited categories of 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 is not required to work a minimum number of shifts in a roster period in order to remain in the casual pool.
- 17.3 A casual employee who works more than 38 ordinary hours per week is entitled to overtime in accordance with clause 19 of this Agreement.
- 17.4 When a casual employee is engaged on a shift the employer must give them no less than four hours' notice if they are no longer required to work that shift. If the employer gives the employee less than four hours' notice the employee is entitled to payment for the minimum engagement period of two hours.
- 17.5 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.
- 17.6 For all hours worked on a Sunday, a casual employee will be paid:
- (a) Nurse Grade 1
(ordinary rate + casual loading) x 2
 - (b) Nurse Grade 2 and above
(ordinary rate + casual loading) x 1.75
- 17.7 To avoid any doubt, this clause applies to the extent of any inconsistency with clause 8.3 of the Award.

18. Hours of work

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

18.2 Nursing Grade 1 to Nurse Grade 9 employees

- (a) Subject to clause 15.3 of the Award, the ordinary hours of duty of employees Nursing Grade 1 to Nurse Grade 9, will be an average of 38 hours per week, but no greater than 80 in any one fortnight, to be worked according to a roster as follows:
- (i) 19 days (or shifts) of eight hours' duration worked and one day (also of eight hours) to be taken as an accrued day off (ADO) (with pay) in any four weekly work cycle; or
 - (ii) in shifts as required, not exceeding 10 hours and not less than four hours in duration, with the hours worked in excess of an average of 38 per week over a four weekly work cycle being credited towards an ADO; or

- (iii) where circumstances exist in a hospital, facility, ward, or some discrete section of a hospital or facility that warrant a different method of working the 38 hour week other than that provided above, the employer, in consultation with the relevant Union and the employees directly affected, may agree to vary the methods of working the 38 hour week for that particular hospital, facility, ward or discrete section of a hospital or facility.
- (iv) Genuine consideration must be given to requests by employees for changes to hours of work arrangements, and requests will not unreasonably be refused.
- (b) The ordinary working hours of Nursing Grade 1 to Nurse Grade 9 employees covered by this Agreement will be worked in shifts the length of which must be agreed between the employer and the Union in consultation with the affected employees.
- (c) ADOs may be accumulated up to a maximum of five days, or 12 days in exceptional circumstances, and taken at a mutually acceptable time.
- (d) ADOs will be arranged so that they do not occur on a public holiday. An ADO will be taken on another day as agreed by the employee and employer within the same four weekly cycle where possible.
- (e) Notwithstanding that an employee may not be required to work on a public holiday it will still be regarded as a day worked for the purposes of the accrual of an ADO.

18.3 Nurse Grade 10 and above

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

19. Overtime and On call and recall

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

19.2 Overtime

- (a) This clause does not apply to:
 - (i) Nurse Grade 10 and above employees; and
 - (ii) Registered midwives participating in a caseload model receiving an annualised salary.
- (b) **Nursing Grade 1**
 - (i) All authorised overtime worked in excess of rostered ordinary hours Monday to Saturday, inclusive, by a Nursing Grade 1 employee not rostered to work shift work, shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
 - (ii) All authorised overtime worked on a Sunday is to be paid at the rate of double time.
 - (iii) All authorised overtime worked in excess of rostered ordinary hours by a Nursing Grade 1 employee, rostered to work shift work, shall be paid at the rate of double time.
 - (iv) A minimum payment of two hours applies to work on Saturday and Sunday.
 - (v) The minimum payment prescribed in clause 19.2(b)(iv) above does not apply where a Nursing Grade 1 employee works overtime in conjunction with or as an extension of the normal ordinary rostered shift.

- (vi) A Nursing Grade 1 employee who works shift work and is recalled to perform duty after completing an ordinary shift or on any ADO or rostered day off shall be paid at the appropriate overtime rate with a minimum payment as for two hours.
- (vii) A Nursing Grade 1 employee who is not a shift worker who is required to work on their first rostered day off shall be paid at one and one-half times the ordinary rate for the first three hours and double time thereafter, with a minimum of three hours.
- (viii) A Nursing Grade 1 employee required to work on their second rostered day off shall be paid at the rate of double time, with a minimum payment as for three hours.
- (ix) All authorised overtime worked on a public holiday, shall be paid at the rate of double time and one-half.

(c) Nursing Grade 2 to Nurse Grade 9, inclusive

- (i) All authorised overtime worked in excess of an employee's rostered ordinary hours of work Monday to Saturday, inclusive, is to be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (ii) All authorised overtime worked on a Sunday is to be paid at the rate of double time.
- (iii) All authorised overtime worked on a public holiday is to be paid at the rate of double time and one-half.
- (iv) A Correctional Health Services employee:
 - (A) May be required to work reasonable time in excess of ordinary hours.
 - (B) Shall not perform more than 16 hours of consecutive duty inclusive of overtime. Overtime in combination with a 12-hour ordinary shift should be worked in exceptional circumstances only.
 - (C) In receipt of the aggregated shift allowance or who is a shift worker whose hours of work are regularly rotated in accordance with a shift roster covering two or more shifts per day will be paid for all overtime at the rate of double time. Overtime will be paid on the employee's base rate.
 - (D) Engaged as a casual employee, an ordinary shift is to be no more than 12 hours.

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

(e) Time off in lieu

- (i) Subject to mutual agreement between an employee and their employer, an employee who performs overtime work may be granted time off in lieu of monetary compensation for such overtime at a mutually convenient time on a time for time basis.
- (ii) Accrual of such time off will be to a maximum of 24 hours. Any time accrued in excess of 24 hours is to be paid at the appropriate overtime rate.

19.3 On call and recall

- (a) This clause does not apply to:
 - (i) Nurse Grade 13; and
 - (ii) Registered midwives participating in a caseload model receiving an annualised salary.

(b) **On Call**

- (i) An employee who is rostered to be on call at their private residence, within the hospital precincts or at any other mutually agreed place will receive an additional amount as specified in Schedule 2 to this Agreement:
- (ii) A Nurse Grade 3 and above employee rostered to be on call for a period spanning two days over which two different on call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.
- (iii) An employee rostered to be on call is required to remain at their private residence or any other mutually agreed place as will enable the employer to readily contact them by telephone or other electronic device during the hours for which they have been placed on call.
- (iv) An employee who is rostered to be on call and required to remain within the hospital precincts will be provided with board and lodging free of charge. A Nursing Grade 1 employee will receive a further \$2.60 for each period on call in addition to the amount provided in clause 19.2(b)(i) above.

(c) **Recall**

- (i) For the purposes of calculating the recall payment below, the exclusion of Nurses Grade 10 to 12 at clause 19.2 of this Agreement does not apply.
- (ii) An employee who is rostered to be on call and who is recalled to work and is required to return to the employer's premises or to visit a patient or client for any purpose will be paid at the appropriate overtime rate for time worked as specified below:
 - (A) A Nursing Grade 1 employee will receive a minimum payment as for two hours' work, with time spent travelling to and from the place of duty counting as time worked;
 - (B) A Nurse Grade 3 to 12 employee will receive a minimum payment as for three hours' work commencing from the time the employee starts work.
- (iii) However, the employee will not be required to work for the minimum payment period in clause 19.3(c)(ii) above if the work for which the employee was recalled to perform, and any other further work for which the employee otherwise would have been recalled, is completed in less time.
- (iv) An employee who is rostered to be on call and who is recalled to work will be provided with transport to and from their home to the hospital/facility or will be refunded the cost of such transport.
- (v) If the employee is recalled more than once in the same minimum engagement period, the employee is only paid once for the minimum engagement period. However, if the employee works beyond the minimum engagement period the employee will be paid at the relevant overtime rate for all additional time worked.
- (vi) The entitlement to receive the minimum payment arises when an employee receives the instruction that they are recalled to work. Accordingly, when the employee is recalled and is subsequently not required to commence work the employee is entitled to the minimum payment in clause 19.3(c)(ii) above.

(d) **Telephone/Remote Recall**

- (i) An employee rostered on call and who is recalled to perform work via a telephone or electronic means without the need to leave their private residence and/or to return to the employer's facilities or a visit a patient or client for any purpose will receive a minimum payment as for one hour's

work for each call at the appropriate overtime rate commencing from the time the employee starts work.

- (ii) If the employee is recalled more than once in the same minimum engagement period, the employee is only paid once for the minimum engagement period. However, if the employee works beyond the minimum engagement period the employee will be paid at the relevant overtime rate for all additional time worked.

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

- (a) This clause does not apply to:
 - (i) Nurse Grade 10 and above; and
 - (ii) Registered midwives participating in a caseload model receiving an annualised salary.
- (b) A Nurse Grade 3 to 9 employee who is not rostered to be on call and who is recalled to work will be paid a minimum of three hours at the appropriate overtime rate. The time spent travelling to and from the place of duty will be counted as time worked.
- (c) An employee recalled to work:
 - (i) will be provided with transport to and from their home or will be refunded the cost of such transport; and
 - (ii) will not be obliged to work for three hours if the work for which the employee was recalled, and any other further work for which the employee otherwise would have been recalled, is completed in less than three hours.
- (d) Where an employee is recalled within three hours of commencing normal duty and the employee remains at work:
 - (i) the employee will not be obliged to work for three hours if the work for which the employee was recalled, and any other further work for which the employee otherwise would have been recalled, is completed in less than three hours.
 - (ii) only time spent in travelling to work will be included with the period of actual duty for the purpose of calculating overtime payment; and
 - (iii) the employee will be provided with transport from their home to the hospital/facility or will be refunded the cost of such transport.

19.5 Rest breaks after overtime and recall

- (a) Overtime
 - (i) An employee who works so much overtime between the termination of work, including overtime, on one day and the commencement of the next shift of ordinary work, so that at least ten consecutive hours off duty has not elapsed between those times, is to be released from duty until ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during such absence.
 - (ii) If, on the instruction of the employer, an employee resumes or continues work without having had ten consecutive hours off duty, the employee is to be paid double rates until released from duty and is then entitled to be absent until ten consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during that absence.
- (b) Recall

- (i) An employee rostered on call and recalled to work in accordance with this clause must be released from duty at the end of the last period of recall during the on call period for a break of 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ii) Where an employee's first recall to work during the on call period is up to three hours prior to the commencement of an ordinary shift, and the employee has already had a ten hour break prior to this period of recall and since finishing their last period of work, the employee is not required to be released from duty for 10 consecutive hours in accordance with clause 19.5(b)(i) above where the employee:
 - (A) is requested to remain and commence their ordinary shift; and
 - (B) is paid the minimum payment in clause 19.3(c)(ii) of this Agreement for the period of recall the employee will complete the ordinary rostered shift at ordinary rates.

20. Christmas Day – Special Loading

- 20.1 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.
- 20.2 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.
- 20.3 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	15.12(e)(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	15.12(e)(iv)	Three times for NG1 Two and three quarters times for all others
(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

- 20.4 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.

21. Flexible Work Arrangements

- 21.1 Under EB9 the parties developed a Guide for employees and employers considering a request for flexible work arrangements; a Checklist for requests for flexible work arrangements; and a Transition to Retirement Guideline. These guidelines and checklist are protected by this Agreement.
- 21.2 The human resource flexible work and parental leave policies will be amended to include a specific option of working on set shifts or set days as an allowable method of working flexibly.
- 21.3 Clause 19.6 of the Award provides for an employer to approve applications by employees to take annual leave at half pay for double the period of time. The parties agree that such applications will not be unreasonably refused.
- 21.4 Clause 18.2(a)(iii) of this Agreement allows different methods of working the 38 hour week to be agreed by the employer and the employees affected at a particular hospital, facility, ward or other discrete section of a hospital or facility. Genuine consideration must be given to requests by employees for changes to hours of work arrangements and requests will not be unreasonably refused – for example a request to work a nine-day fortnight.
- 21.5 The parties recognise that employees are covered by the Purchased Leave provisions which apply across the Queensland Public Sector. The parties agree that applications under these provisions will not be unreasonably refused.
- 21.6 The parties recognise employees have a right under section 88(2) of the *Industrial Relations Act 2016* to return to their substantive position on return from Parental leave.
- 21.7 The parties agree Ministerial Directive 05/17: Special Leave applies to employees covered by this Agreement. It is noted that this Directive includes discretion to grant leave to attend pre-retirement seminars and to access additional compassionate leave as Special Leave in certain circumstances.

22. Additional Travel

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

23. Isolation allowance

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

24. X-ray and radium allowance

24.1 A employee who wears a lead apron where a lead apron is required to be worn, or who is required to use or assist in using X-ray apparatus or radium is entitled to the allowance at Schedule 2 of this Agreement for each fortnight when they are required to perform such duties.

24.2 To avoid any doubt this clause applies to the exclusion of clause 13.20 of the Award.

25. Higher Duties allowance

25.1 An employee other than Nursing Grade 2 who is required to perform special duties or to relieve for three days or more in a higher classification must be paid at the higher rate for the whole of the period of special duty or relief.

25.2 To avoid any doubt this clause applies to the extent of any inconsistency with clause 13.5(a) of the Award.

26. Relieving in charge allowance

26.1 For the purpose of clause 13.16(a) of the Award where for one entire shift or more an employee Nurse Grade 6 or above should normally be rostered and is not rostered or is unavailable, then a suitable employee must be appointed to ensure an employee is designated team leader or in-charge, however titled.

26.2 To avoid any doubt, this clause applies to extent of any inconsistency with clause 13.16 of the Award.

27. After hours management allowance – Public Hospitals

27.1 A Public Hospital employee, Nurse Grades 5 to 7, inclusive who is required to undertake the duties of the after hours nurse manager and who has single point responsibility for a facility or cluster of services will be paid an allowance of \$20 per night shift, Saturday, Sunday and public holiday shift so worked.

27.2 To avoid any doubt, this clause applies to the exclusion of clause 13.11 of the Award.

PART 3 – EMPLOYMENT CONDITIONS

28. Variations to Award

28.1 The parties agree to vary the Award to include the following within six months of certification of the Agreement:

(a) Schedule 3 – Midwifery Group Practice

(b) Amend Schedule 2 of the Award with respect to:

(i) Nurse Grade 9;

(ii) Nurse Grade 10;

(i) Nurse Grade 13.1; and

(ii) Nurse Grade 13.2.

(c) EB9 wage and allowance rates.

29. Meal Breaks

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

- 29.2 The parties acknowledge that it is in their mutual interest that nurses and midwives take meal breaks.
- 29.3 There will be reporting to NaMIG every six months during the life of the Agreement on the incidence of missed meal breaks, with a payroll code being developed to identify and capture such incidences.
- 29.4 Meal breaks will be taken between the fourth and sixth hours of duty.
- 29.5 Breaks should be allocated for between the fourth and sixth hours and notified to employees in advance. It is the responsibility of nursing and midwifery managers to ensure this occurs.
- 29.6 Meal breaks must be taken at the allocated time unless there are exceptional circumstances, such as unexpected clinical or emergent needs or emergency codes.
- 29.7 Where a meal break is unable to be taken between the fourth and sixth hours inclusive but is provided later in the shift, a penalty payment as for 30 minutes at ordinary time is payable.
- 29.8 If the meal break is not taken between the fourth and sixth hour, and it is unable to be rescheduled for the remainder of the shift, the employee will be paid as for 30 minutes at the appropriate overtime rate.
- 29.9 Provided that the majority of employees working on a shift in a work unit may agree to take their meal break prior to the fourth hour of the shift where this is preferred because of operational circumstances.
- 29.10 The parties commit to jointly raising awareness and educating employees on the importance of taking meal breaks at the appropriate time.

29.11 Remain on premises

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

29.12 Paid meal breaks in multi-disciplinary teams

- (a) Where an employee works in a multi-disciplinary team with employees who receive a paid meal break the parties may enter into an agreement to provide a paid meal break to employees covered by this Agreement.
- (b) In such cases the hours of duty will be inclusive of a meal break of 30 minutes duration and taken in a way that does not interfere with the continuity of work.
- (c) The purpose of this clause is to allow the members of multi-disciplinary teams to work the same hours where it is acceptable to the majority of employees affected and it is operationally convenient to do so.
- (d) The agreement will be negotiated in accordance with clause 6.2 of the Award and must be in writing and signed by each of the parties.

30. Professional Development

30.1 Accessing Professional Development Leave

- (a) The parties recognise the importance of professional development leave in supporting the participation of employees in professional development and encourage employees to use their entitlement.
- (b) As part of the education package at clause 48.3 of this Agreement, nurses and midwives will be provided with education on taking professional development leave, and adequately recording activities that qualify for continuing professional development points. Education will also be provided to line managers on the purpose of professional development leave and when it should be approved.
- (c) The uptake of professional development leave will be a standing agenda items for NaMCFs.

- (d) The employer will provide quarterly reports to NaMIG providing details of the uptake of professional development leave pursuant to clause 25 of the Award by employees, with targets to be set by the employer in consultation with the NaMCF. Reporting will be by classification.
- (e) The parties agree to jointly identify and address barriers to employees accessing professional development leave.

30.2 Temporary Employees

- (a) Temporary employees who work more than 16 hours per fortnight and who have 12 months continuous service will receive Professional Development Leave in accordance with clause 25 of the Award and professional development allowance at clause 13.15 of the Award, from the date of operation of the Agreement.
- (b) Employees who have 12 months continuous service at the operative date will become eligible from the operative date of this Agreement and will receive a pro rata payment of the professional development allowance in the last pay of September 2018.
- (c) This pro rata arrangement will apply for employees who reach 12 months continuous service in each subsequent six month period.
- (d) Employees who have 12 months service at the operative date will accrue professional development leave from that date. Employees who become eligible after the operative date will accrue professional development leave over a twelve month period from the date when they achieve twelve months continuous service.

30.3 Travel time for Professional Development Leave

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

30.4 Mandatory Training

- (a) For the purposes of clause 25.2(g) of the Award, mandatory training means:
 - (i) Compulsory training required to be delivered to all employees regardless of role or location. The training is mandated by relevant legislation, code of practice or regulation linked to legislation, Directives, Queensland Health Polices or Service Level Agreements; and
 - (ii) Training deemed compulsory for specific groups of employees when relevant to their location, occupation, speciality requirements of their position or work unit or when based upon risk assessment processes.
- (b) Mandatory training is to be completed by employees during ordinary rostered hours. Employees will not be required to undertake mandatory training in unpaid time.

31. Night shift

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

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

- 31.2 For the purposes of clause 15.12(b) of the Award, the night shift allowance payable for all employees on a Sunday night shift is 25%.

31.3 The Sunday penalty rate will apply up to 12.00 am (midnight) and the Sunday night shift penalty of 25% will apply after midnight on a Sunday night shift.

31.4 Fatigue management

- (a) The parties agree to minimise fatigue on night shift. During allocated breaks, nurses and midwives may sleep in an appropriately safe setting, similar to other professions, where practicable. Such facilities must be in close vicinity of the clinical unit to ensure access to employees in the case of an emergency whereby minimum safe staffing models are used such as in a rural setting.
- (b) The Best Practice Rostering Guidelines project provided at clause 49.1 of this Agreement will provide recommendations on measures to reduce fatigue for employees working night shift.
- (c) Unless requested by an employee, annual leave and long service leave will not be rostered to commence on the day on which night shift finishes.

31.5 Incentives for night shift

- (a) The employer and the QNMU 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 QNMU 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.

32. Nurses and midwives in multi-disciplinary teams

32.1 Employees working in multi-disciplinary teams in a role that could be occupied by either a health practitioner or a nurse will be paid the higher rate of pay applicable to the role.

32.2 A nurse or midwife working in one of these roles will remain classified as a nurse or midwife, retain the title of nurse or midwife as appropriate and retain all other conditions applicable to nurses and midwives employed by the employer.

32.3 Team leaders

- (a) A nurse or midwife engaged as a Team Leader in Integrated Mental Health and community health will be classified under this Agreement and the job will have “nurse” or “midwife” included in the title.
- (b) The parties will develop a process for a nurse or midwife currently engaged as a Team Leaders in Integrated Mental Health and community health currently covered by the *Health Practitioners and Dental Officers (Queensland Health) Certified Agreement (No. 2) 2016* to allow for the transition to the classification structure at Schedule 2 to the Award.

33. Nurses and midwives in administrative roles

Where a job is classified as an administrative role under the *Hospital and Health Service General Employees (Queensland Health) Award - State 2015*, but it is mandatory that the occupant of the job be registered with the NMBA, the employee will be classified under this Agreement and the job will have “nurse” or “midwife” included in the title.

34. Workload management

34.1 Workload Management and the Business Planning Framework (BPF)

- (a) In conjunction with legislated minimum ratios, the BPF is affirmed as the agreed and industrially mandated methodology to ensure safe and sustainable workloads for nurses and midwives. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and/or midwives as being safe.

- (b) The calculation of the annual operating budget incorporates the following steps:
- (i) Calculate total annual productive nursing/midwifery hours required to deliver service.
 - (ii) Determine skill mix/category of nursing/midwifery hours.
 - (iii) Convert productive nursing/midwifery hours into full-time equivalents.
 - (iv) Calculate non-productive nursing/midwifery hours based on the Award entitlements, as relevant.
 - (v) Convert non-productive nursing/midwifery hours into full-time equivalents.
 - (vi) Add productive and non-productive full-time equivalents together and convert into dollars.
 - (vii) Allocate nursing/midwifery hours to meet service requirements.
- (c) It is acknowledged that since its inception the BPF has been, and will continue to be, enhanced and refined and its application improved. This gives confidence within the nursing and midwifery workforce and management that this will deliver safe staffing and effectively match workforce supply and service demand.

34.2 BPF Resources

- (a) Each Hospital and Health Service will continue to have a minimum of one full time permanent BPF coordinator position, who is a nurse or midwife, classified at no less than Nurse Grade 7. This position is a dedicated BPF role which will provide expertise in the BPF, support the BPF Steering Committee and participate in the state-wide BPF co-ordinators network co-ordinated by OCNMO.

The parties will develop a statement of core duties of the BPF coordinator role. These will include ongoing training and development of NUMs and MUMs in the development of service profiles and the application and implementation of the BPF. This work will be completed within six months of certification of the Agreement, unless parties agree otherwise.

- (b) OCNMO will have a permanent dedicated BPF position to provide BPF expertise and co-ordinate state-wide BPF activities including BPF education and training. The state-wide BPF co-ordinators network will report through OCNMO to NaMIG quarterly on matters to be agreed.
- (c) A dedicated project resource will undertake a body of work on patient acuity, complexity and activity. This will include a review of the current BPF *'Managing emergent imbalance in supply and demand'* flow diagram (page 57, BPF 5th Edition), and creation, within 18 months of certification, of a simple risk assessment tool, utilising criteria for assessing risks arising from changes to patient acuity, complexity and activity as well as responsive rostering.
- (d) The parties will develop an interim addendum for offender health within twelve months of the certification of this Agreement, as the final addendum to the BPF. When the Queensland Health Offender Health Services review is completed the interim addendum will be revised by the parties, taking account of the outcome of the review.
- (e) The BPF resource co-ordinators will be responsible for reviewing the ongoing utility of the BPF addenda through the BPF Resource Network coordinated through NaMIG.

34.3 BPF Improvement

- (a) NaMIG will establish a joint working group with a dedicated project officer to investigate the Integrated Workforce Management Project and other possible technology options and identify a technological solution to decrease variability, increase reliability and the validity of the service profile process. This project will be funded from the \$1.14 million EB10 project funding. Within six months of certification of

this Agreement the project group will report to NaMIG with recommendations regarding technology options.

- (b) \$2 million will be made available to progress the recommendations of NaMIG for the development of an electronic program to facilitate an electronic BPF service profile build. Program development will be completed over the life of the Agreement.
- (c) NaMIG will continue to oversee system monitoring of the implementation of the escalation process, particularly specialist panels, to ensure effective and timely resolution of workload concerns.
- (d) Consistent with the requirement to manage the continual improvement of business planning practices, processes and tools in response to the changing health environment, the following further work will be undertaken in 2019:
 - (i) A BPF compliance State-wide review, followed by a review of the BPF 5th edition to ensure it is contemporary and to confirm the applicability and utility of the existing Addenda through BPF Resource Nurse network, and coordinated through NaMIG.
 - (ii) NaMCFs will lead the review within each Hospital and Health Service.
 - (iii) NaMIG will have system-wide accountability to identify any systemic compliance issues that require a system level response.

34.4 BPF Governance

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

34.5 BPF Application

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

34.6 BPF Promotion

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

- (b) The promotion, education and training package will be delivered within 12 months of certification, unless the parties agree otherwise.
- (c) NaMIG will oversee the development and implementation of the promotion, education and training package.
- (d) The nursing and midwifery excellence showcase event, will provide an opportunity to promote the benefits of the BPF to senior stakeholders in relation to:
 - (i) nursing/midwifery value versus nursing/midwifery cost;
 - (ii) contribution to patient safety outcomes, and
 - (iii) the collaborative industrial and professional partnership.

35. Banked time arrangements

- 35.1 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.
- 35.2 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.

36. Disaster relief

- 36.1 This clause applies where a Health Service Chief Executive or delegate determines that the HHS is required to respond to an impending or potential disaster or disaster; impending or potential public health emergency or a public health emergency, or other event that would overwhelm resources.
- 36.2 Employees will be provided with meals and water where it is possible and reasonable to do so and where the employee is unable to provide their own meals and water because they are unable to leave the facility.
- 36.3 Where an employee is unable to leave the facility, or is required to remain at the facility for long periods of time and it is reasonable and necessary, the employee will be provided with rest space, accommodation and amenities.

36.4 If an employee is unable to attend work or a suitable alternative place of work because of a disaster the employee will receive payment for special leave pursuant to Special leave HR Policy C7.

36.5 The parties agree, time off in lieu (TOIL) is inappropriate during or after a declared disaster given the need to work beyond usual hours to maintain clinical services.

36.6 Nurse Grade 10 and above

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

- (a) When a disaster has been declared under the *Disaster Management Act 2003* or when an “internal” disaster, limited to a particular Hospital and Health Service (or facility/service), is declared by a Hospital and Health Service Chief Executive (or delegate).
- (b) The employee works additional hours that attract the overtime payment as a direct consequence of the declared disaster. All claimed overtime must have been worked in order to maintain clinical services, either during or after a declared disaster.
- (c) All overtime must be authorised and paid in accordance with clause 19.2 of this Agreement.

37. Access to leave entitlements

37.1 The parties recognise the right of employees to access all leave entitlements contained in the Award and this Agreement.

37.2 Annual leave

- (a) The parties recognise the importance of annual leave in supporting employees to manage fatigue.
- (b) The employer will provide quarterly reports to NaMIG providing details of annual leave usage by employees.
- (c) The parties agree to jointly identify and address barriers to employees accessing annual leave.

37.3 Domestic and Family Violence Leave

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

37.4 Cashing Out Long Service Leave

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

38. Rural and Remote Directors of Nursing

38.1 In accordance with the following criteria, and transition arrangements, roles classified as Nurse Grade 9 Rural and Remote Director of Nursing, will either remain at Grade 9, or transition to Nurse Grade 10 from the date of certification according to the following criteria:

- (a) Nurse Grade 9 is a Director of Nursing in a remote site where the Director of Nursing is required to perform clinical duties, and who performs the majority of after-hours clinical on call and recall duties, as the nursing employee numbers and skills mix do not allow on call to be done predominantly by other employees.
- (b) Nurse Grade 10 is a Director of Nursing in a rural site with an employee profile that allows the on-call roster to be shared by other nurses and the Director of Nursing.

38.2 The positions which fit the criteria for Nurse Grade 9 and Nurse Grade 10 at the time of certification of this agreement have been agreed between the parties and distributed to all relevant employees prior to the ballot of this Agreement. NaMIG will review any requests from an impacted employee for a variation to the agreed classification.

38.3 The parties will develop revised generic level statements for Nurse Grade 9 and Nurse Grade 10 in accordance with the above within six months of the certification of the Agreement.

38.4 Transitional arrangements

(a) Nurse Grade 9

An employee currently classified as Nurse Grade 9 who remains at this classification in accordance with the above criteria will:

- (i) Retain the existing Nurse Grade 9 base pay rate plus the wage increases under this Agreement;
- (ii) Be paid for all hours worked, including overtime, weekend and public holiday penalty rates and shift penalties;
- (iii) Retain the existing entitlement to an additional week of annual leave and the qualification allowance.

(b) Nurse Grade 10

An employee currently classified as Nurse Grade 9 whose position is reclassified as Nurse Grade 10 in accordance with this clause, will elect one of the following transitional arrangements:

- (i) Move to the Nurse Grade 10 classification and retain the qualification allowance and additional week's leave; or
- (ii) Retain Nurse Grade 9 entitlements as existed prior to certification of this Agreement, including the salary inclusive of loading, an additional week of annual leave and entitlement to the qualification allowance.

39. Rural and Remote Incentive Scheme Review

39.1 The parties accept the use of the Modified Monash Model (MMM) as a tool for classifying sites as rural and remote. This represents a change from current use of criteria for determining remoteness.

39.2 A project will be funded from \$1.14m in project funding and \$2m will be dedicated to implementing additional incentives agreed in the project in the third year of the Agreement.

39.3 Remote

(a) The remote incentives program will be reviewed to make it contemporary and more fit for purpose, with a dedicated project resource to lead this work.

(b) The criteria for the review include:

- (i) The Remote incentive scheme will apply to MMM6 (remote) and MMM7 (very remote);
- (ii) The current Remote Area Nursing Incentive Package HR Policy C2 will be reviewed and amended so that it provides a range of incentives as it is agreed that the same incentive may not be relevant for all remote sites.
- (iii) The parties will develop a minimum set of incentives as well as the criteria and process for allocating additional incentives to individual sites, ensuring incentives address the actual need.

- (iv) The NaMCF will have a role in applying the criteria, but the ultimate decision rests with the Health Service Chief Executive.
- (v) There will be an opt-out process for sites that do not meet the criteria for minimum incentives. The opt out decision will last for two years before reviewed. The opt out proposal will be consulted through the NaMCF, but the ultimate decision rests with HSCE. Opt out decisions will be reported to NaMIG.
- (vi) Beyond incentives, the parties will consider other strategies to recruit and support the remote nursing and midwifery workforce.

39.4 This work must be completed within two years of the certification of the Agreement.

39.5 Transitional arrangements – post review:

- (i) The parties will develop a transition strategy for existing RANIP sites with incentives that are not fit for purpose. This may involve individuals having grandparented arrangements.
- (ii) Any sites that are not current RANIP sites and which are classified MMM6 or MMM7 under EB10 will use the current process until the new incentive scheme, including the criteria and process, is in place. The RANIP package does not automatically apply to sites classified MMM6 and MMM7 under this Agreement but currently not designated a remote site under RANIP.

40. Job Security

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

41. Permanent Employment

- 41.1 The employer is committed to maximising permanent employment.
- 41.2 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 cannot 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.

- 41.3 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.
- 41.4 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.
- 41.5 NaMIG reporting:

The makeup of the workforce in terms of types of employment will be reported on in accordance with the reporting requirements at Schedule 4 to this Agreement.

42. Contracting Out

- 42.1 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.
- 42.2 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.
- 42.3 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.

43. Collocation

- 43.1 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.
- 43.2 Collocation of public and private health services will not result in the diminution of public health services or public sector industrial relations standards in Queensland. Collocation agreements will not diminish existing arrangements for provision of public health services by the employer on a collocated site. This will not prevent the public sector providing services to the private health sector.

PART 4 – CONTINUING NURSING AND MIDWIFERY WORKFORCE ENHANCEMENT

44. Innovation and professional engagement

- 44.1 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.
- 44.2 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.
- 44.3 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.
- 44.4 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.

44.5 Nursing and Midwifery Excellence

- (a) Queensland Health and the QNMU agree that this Agreement provides a critical mechanism to demonstrate recognition, respect and reward for the nurses and midwives employed by Queensland Health. Advancing nursing and midwifery excellence is a shared commitment of Queensland Health and the QNMU who will work in partnership to achieve this at the local facility and central levels via the NaMCFs and centrally via NaMIG.
- (b) The shared objectives for advancing nursing and midwifery excellence include:
 - (i) supporting and improving the delivery of safe, high quality patient care across Queensland;
 - (ii) developing and retaining high performing nursing and midwifery services;

- (iii) leading and influencing nursing and midwifery's contribution in health service delivery and design;
- (iv) developing and progressing opportunities for inter-professional clinical collaboration; and
- (v) positively contributing and growing organisational commitment to safety and quality.

44.6 Innovation Fund

- (a) An Innovation Fund of \$10 million will be established to fund projects to develop and implement models of care that are innovative, flexible and which address emergent or unmet health care needs, with a particular emphasis on the way in which nursing or midwifery led models can positively address the social determinants of health.
- (b) The fund will be governed by NaMIG and coordinated through OCNMO. A suitably qualified project officer will be appointed to drive the project for the life of the Agreement.
- (c) NaMIG will establish an agreed implementation and evaluation framework for these projects. Up to \$1m from this fund will be allocated to establish a robust and consistent evaluation methodology and to develop skills in project implementation and evaluation at the local HHS or unit of the Department of Health level.
- (d) Each NaMCF should undertake a collaborative assessment of areas of health care needs in the HHS and determine a project to be presented for consideration for the Innovation Fund. Each HHS or unit of the Department of Health will be funded to develop models of care that meet the agreed criteria. Nursing and midwifery advanced practice positions, such as Nurse Navigators, Clinical Nurse/Midwife Consultants and Nurse Practitioners will be a key focus.
- (e) Projects should have a particular focus on supporting nurses and midwives to work to their full scope of practice to deliver better health outcomes for the local community/cohort of patients identified. A key focus of the local projects will be ongoing sustainability and effectiveness of the innovation project and the evaluation framework will capture clinical, patient and employee satisfaction and economic data.
- (f) The framework will be developed in the first year of the Agreement. This will describe what is to be achieved through the Innovation Fund, the criteria for funding projects, the evaluation methodology, the method of applying for funding, the timing of the funding and any other issues that are determined relevant by NaMIG.
- (g) Successful innovations will be presented as part of the nursing and midwifery showcase event.

44.7 Nursing and Midwifery Showcase

- (a) NaMIG will host an event to showcase successful innovations in nursing and midwifery excellence. It will demonstrate the value of nursing, rather than the cost, in ensuring patient safety and pursuing industrial and professional partnerships.
- (b) NaMIG will agree all matters regarding the event, including the format, speakers, guests and venue. It will have a budget of \$100,000.

44.8 Reporting – value based indicators

The parties will work together to develop an agreed set of measures that demonstrate value-based delivery of nursing and midwifery. This work is funded as provided in Schedule 3 to this Agreement.

45. Nursing and Midwifery Workforce Planning

- 45.1 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.

45.2 Workforce Planning Project

The parties agree to establish a joint project on workforce planning with a project officer and other necessary resources. The project will:

- (a) Examine and address enablers and barriers to alternative working arrangements, including: smooth returns from parental leave; barriers to transitioning to retirement; barriers to taking annual leave at half pay; support for employees to carry out their out of work commitments, for example child and elder care.
- (b) Develop a State-wide workforce planning template for nurses and midwives;
- (c) Focus on graduate employment, consistent with Graduate Nurse/Midwife Transition Support at clause 53 to this Agreement;
- (d) Develop a skills transfer policy;
- (e) Conduct an audit of Nurse Practitioner and Nurse Practitioner Candidate positions across all HHSs and the Department of Health.

45.3 Model role descriptions

- (a) The parties will develop a model role description for each job title in the Nurse Grade 7 classification.
- (b) This work will be completed within 12 months of certification of this Agreement.

46. Nurse Practitioners

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

47. Nurse Navigators

- 47.1 Nurse Navigator positions established under the nurse guarantee commitment will be made permanent within six months of certification of this Agreement.
- 47.2 Where it is consistent with the Public Service Commission Directive on Recruitment and Selection, a closed merit recruitment process should apply.
- 47.3 The oversight of this process lies with NaMIG and will have visibility at the NaMCF.

48. Nursing and midwifery governance

- 48.1 The parties acknowledge the value of a nursing and midwifery voice in governance at both the strategic and operational level within the health system, including:
 - (a) the leadership role of Executive Directors of Nursing and Midwifery, and participation in decision-making within the Hospital and Health Service;

- (b) the Executive Directors of Nursing and Midwifery having responsibility for professional standards and practice for nursing and midwifery;
- (c) the relationship between the employer and the QNMU at central and local facility level;
- (d) the leadership role of Executive Directors of Nursing and Midwifery Forum, NaMIG and NaMCFs;
- (e) the strategic policy directions and governance for nursing and midwifery provided by OCNMO;
- (f) the authority of nurses and midwives at all levels over their own professional practice;
- (g) relationship with other consultative forums;
- (h) health service planning;
- (i) workforce planning including recruitment and retention, skill mix and staff profile;
- (j) effective, efficient and responsible resource management including nursing and midwifery budget;
- (k) future and emerging funding options;
- (l) nursing and midwifery input into Hospital and Health Services;
- (m) clinical networks;
- (n) research;
- (o) review and planning for technology/new systems and processes e.g. Payroll, eHealth records;
- (p) partnership with consumers to actively participate in improvements in care; and
- (q) interface with external stakeholders including the education sector, professional bodies, regulatory bodies and interdepartmental agencies.

48.2 NaMIG will develop a statement of principles of accountability in nursing and midwifery to nursing and midwifery standards, including the role of the OCNMO, and the Executive Directors of Nursing and Midwifery. This will be completed within two and one half years of certification of the Agreement.

48.3 Nursing and midwifery governance and compliance training

A nursing and midwifery governance and compliance training package will be developed and delivered within 12 months of certification of this Agreement. It will include the following elements:

- (a) Develop and deliver joint training on interest-based problem solving at HHS level which will be sponsored by NaMIG. This will include a simple toolkit with key messages;
- (b) Develop and deliver joint training to nursing line managers about the industrial relations framework which covers the employer and employees, the content of industrial instruments and compliance with industrial instruments.
- (c) Develop a tool kit for line managers and nurses and midwives to support them in understanding and implementation of industrial entitlements.

48.4 Within 2.5 years of the commencement of this Agreement develop an education package for NaMCFs, with standardised Queensland Health wide messaging. This work is funded as provided in Schedule 3 to this Agreement.

49. Rostering

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

49.1 Principles of Best Practice Rostering: Queensland Health Guidelines

- (a) The parties agree the Principles of Best Practice Rostering: Queensland Health Guidelines continue to be an important tool to promote and facilitate consistency of practice with respect to rostering across Queensland Health. The parties agree the guidelines should inform all rostering.
- (b) A project to implement the Best Practice Rostering Guidelines and resolve rostering and fatigue issues will be established and funded under this Agreement. The work under this project will include but is not be limited to:
 - (i) Launching and implementing the Best Practice Rostering Guidelines;
 - (ii) Develop and deliver an education package to NUMs, MUMs and other line managers on the Guidelines;
 - (iii) Explore and make recommendations to NaMIG on the implementation of a definition of a 'whole day' at clause 15.5 of the Award as midnight to midnight;
 - (iv) Developing a definition of 'fatigue' with an agreed escalation process for dealing with employees who believe they are fatigued;
 - (v) Continuous improvement of on-call and recall provisions;
 - (vi) Identify ways to improve the attractiveness of working night shift and investigate fatigue management strategies;
 - (vii) Minimise difficult to fill shifts by identifying strategies to reduce fatigue;
 - (viii) Minimise fatigue for employees returning to work following parental leave.
- (c) Recommendations from this project will be provided to NaMIG for endorsement within 12 months of certification of this Agreement. The parties will implement the endorsed recommendations over the life of the Agreement.
- (d) Employees responsible for rostering should be familiar with the Guidelines and where possible use them in the creation of rosters.
- (e) 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.

49.2 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.

50. Midwifery Generic Level Statements

- 50.1 A joint project will be undertaken to develop midwifery generic statements. The parties will determine the scope of the joint project.
- 50.2 A mutually agreed midwifery researcher or team will be engaged to lead this work and it will have a budget of \$200,000

50.3 There will be three phases to the project:

- (a) Phase 1. Completion of foundational work to determine what midwives do, and in what context. This will be completed with a mix of methodologies, including surveys and focus groups. The report is to be completed and agreed between the parties;
- (b) Phase 2. Validation with the profession through focus and interest groups. Phase 1 must be completed before phase 2 commences;
- (c) Phase 3. Development of midwifery GLSs and translation to the classification structure in the Award.

50.4 This work will be completed by the end of the second year of operation of this Agreement.

51. Midwifery Models of Care

51.1 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.

51.2 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.

51.3 The employer agrees that midwives with endorsement for scheduled medicines may apply their endorsement in practice where it is consistent with their role description. In this case, the midwife will provide evidence of registration as a midwife with endorsement to the employer annually.

51.4 The employer acknowledges that reflective practice is contributes to research and practice development and is recognised as indirect hours which should be considered when building a service profile.

51.5 The parties acknowledge the increase in acuity and complexity in the delivery of maternity care for women and babies across the continuum of care. It is recognised that midwives provide care to women and babies.

51.6 Local agreements for a midwifery model of care will continue to be developed in accordance with Schedule 3 to the Award. Prior to implementation, local agreements must be signed by the Hospital and Health Service Chief Executive and then forwarded to the Secretary of the QNMU for signature.

52. Nurse/Midwife Unit Managers

52.1 The NUM/MUM projects carried out through EB9 provided evidence of the high workload of NUM/MUM positions.

52.2 NUMs and MUMs are entitled to overtime according to clause 19.2 of this Agreement. Requests for approval of overtime by NUMs and MUMs will not be unreasonably refused.

52.3 Nursing and midwifery will be a high priority for the roll-out of the Integrated Workforce Management Program.

52.4 Administrative staff whose jobs are no longer required to be done as the Integrated Workforce Management Program comes on line will be offered jobs providing administrative assistance to NUMs and MUMs as a first option wherever possible.

53. Graduate Nurse/Midwife Transition Support

53.1 80% of graduate nurses or midwives employed by the employer across Queensland will be transitioned to permanent employment within 18 months of their employment in the graduate program, where a graduate

who is employed in the employer's graduate program cannot be employed on a permanent basis in the first instance.

- 53.2 In addition to all current graduate nurse transition support provided by the employer, graduates will also receive:
- (a) equivalent to one additional week training for each graduate nurse or midwife; and
 - (b) equivalent to one week backfilling for Nurse Grade 5 at the ratio of one experienced registered nurse or registered midwife to six new graduates.
- 53.3 The parties agree to develop a framework document within one year of certification of the Agreement to support graduate transition and address barriers to permanency. This will be a state-wide standard to deliver a consistent approach to support to graduates and will include:
- (a) Clinical practice development, education, and a formalised program of pastoral and clinical support;
 - (b) Development of minimum standards for formal orientation, induction and transition;
 - (c) Key principles to guide health services in the formulation and implementation of a successful pathway for novice nurses and midwives from beginning practitioners to professional elder;
 - (d) A suite of good practice examples of the foundation components for a successful professional practice pathway from novice nurses and midwives to enable them to transition into clinical practice with confidence;
 - (e) Reviewing the adequacy of new graduate funding; and
 - (f) An evaluation tool to monitor access to and effectiveness of first year nurse and midwife professional practice pathways for the employee and the employer.
- 53.4 The Workforce Planning Project at clause 45 of this Agreement will include a focus on graduate employment, to support graduate transition and address barriers to permanency.

54. Projects and Project Resources

In addition to the Innovation Fund provided at clause 44.6 of this Agreement, the employer will provide a total of \$1.14 million over the life of the Agreement to fund resources and the delivery of initiatives and projects outlined in Schedule 3 to this Agreement.

PART 5 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

55. Collective Industrial Relations

- 55.1 The employer is committed to collective agreements with unions and does not support non-union agreements or individual contracts.
- 55.2 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.
- 55.3 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.
- 55.4 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.
- 55.5 The matters contained within Schedule 7 to this Agreement as they apply to nurses and midwives covered by this Agreement cannot be amended unless agreed by the parties.

55.6 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.

56. Organisational Change and Restructuring

56.1 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.

56.2 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.

56.3 The employer and the QNMU 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.

57. Consultative Forums

57.1 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.

57.2 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.

58. Nursing and Midwifery Consultative Forums (NaMCF)

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

58.2 The NaMCF will operate in accordance with the template terms of reference in Schedule 5 to this Agreement, as agreed by the parties.

59. Nurses and Midwives Implementation Group (NaMIG)

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

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

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

60. Technology

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

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

- 60.3 The BPF Resource Network will map how the impact of nursing and midwifery utilisation of technology is incorporated into BPF service profiles. This will address resultant increases and decreases of workloads.

61. Workplace Health and Safety

- 61.1 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.
- 61.2 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.
- 61.3 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).

61.4 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.

61.5 Imminent Risk to Safety

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

61.6 Employee to notify if ceases work

An employee who ceases work under this clause must:

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

61.7 Alternative work

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

61.8 Court attendance

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

61.9 Working in high temperatures

NaMIG will develop a policy for the safe management of employees working in high temperature perioperative or specialist environments in consultation with stake holders. This work will be completed within two years and six months of certification of this Agreement.

61.10 Car Parking

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

61.11 Isolated Employees

- (a) NaMIG will establish a sub-committee called the Isolated Nurses and Midwives Sub-Committee. The focus of this sub-committee will be on the nurses and midwives working by themselves or in small groups in geographically isolated locations.
- (b) The sub-committee is to make recommendations to NaMIG about responses to the following issues:
 - (i) Safety;
 - (ii) Fatigue;
 - (iii) Professional isolation; and
 - (iv) Professional and industrial ramifications of decision-making and actions by employees working in isolated settings.
- (c) In particular, the sub-committee will make recommendation to NaMIG about the concept of "Never Alone" in isolated settings.
- (d) The committee will be established for the life of the Agreement and report to NaMIG monthly.

62. 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

63. No Further Claims

- 63.1 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

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not. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.

- 63.2 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.
- 63.3 Unless inconsistent with the terms of this Agreement, the entitlement of nurses and midwives covered by this Agreement as contained in awards, agreements, human resources policies, and Directives or Determinations made under the *Hospital and Health Boards Act 2011* effective at the date of this Agreement will not be reduced for the life of this Agreement.

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SCHEDULE 1 – Wage rates

Classification Level	Nurse Grade	Band	Pay Point	Wage Rates payable from 01/04/2018				Wage Rates payable from 01/04/2019				Wage Rates payable from 01/04/2020			
				Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Hourly Rate	Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Hourly Rate	Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Hourly Rate
Assistant in Nursing	1	1	1	\$2,103.20	\$54,871	\$27.6737	\$34.0387	\$2,155.80	\$56,243	\$28.3658	\$34.8899	\$2,209.70	\$57,649	\$29.0750	\$35.7623
			2	\$2,146.50	\$56,001	\$28.2434	\$34.7394	\$2,200.20	\$57,402	\$28.9500	\$35.6085	\$2,255.20	\$58,837	\$29.6737	\$36.4987
			3	\$2,174.90	\$56,742	\$28.6171	\$35.1990	\$2,229.30	\$58,161	\$29.3329	\$36.0795	\$2,285.00	\$59,614	\$30.0658	\$36.9809
			4	\$2,224.10	\$58,025	\$29.2645	\$35.9953	\$2,279.70	\$59,476	\$29.9961	\$36.8952	\$2,336.70	\$60,963	\$30.7461	\$37.8177
			5	\$2,275.30	\$59,361	\$29.9382	\$36.8240	\$2,332.20	\$60,845	\$30.6868	\$37.7448	\$2,390.50	\$62,366	\$31.4539	\$38.6883
			6	\$2,302.80	\$60,078	\$30.3000	\$37.2690	\$2,360.40	\$61,581	\$31.0579	\$38.2012	\$2,419.40	\$63,120	\$31.8342	\$39.1561
Assistant in Nursing –Sterilising Services (formerly CSSD)	2	2	1	\$2,275.90	\$59,377	\$29.9461	\$36.8337	\$2,332.80	\$60,861	\$30.6947	\$37.7545	\$2,391.10	\$62,382	\$31.4618	\$38.6980
			2	\$2,308.50	\$60,227	\$30.3750	\$37.3613	\$2,366.20	\$61,732	\$31.1342	\$38.2951	\$2,425.40	\$63,277	\$31.9132	\$39.2532
			3	\$2,342.50	\$61,114	\$30.8224	\$37.9116	\$2,401.10	\$62,643	\$31.5934	\$38.8599	\$2,461.10	\$64,208	\$32.3829	\$39.8310
Undergraduate Student in Nursing/Midwifery	2		2nd year	\$2,146.50	\$56,001	\$28.2434	\$34.7394	\$2,200.20	\$57,402	\$28.9500	\$35.6085	\$2,255.20	\$58,837	\$29.6737	\$36.4987
			3rd year	\$2,174.90	\$56,742	\$28.6171	\$35.1990	\$2,229.30	\$58,161	\$29.3329	\$36.0795	\$2,285.00	\$59,614	\$30.0658	\$36.9809
Enrolled Nurses	3		1	\$2,275.90	\$59,377	\$29.9461	\$36.8337	\$2,332.80	\$60,861	\$30.6947	\$37.7545	\$2,391.10	\$62,382	\$31.4618	\$38.6980
			2	\$2,308.50	\$60,227	\$30.3750	\$37.3613	\$2,366.20	\$61,732	\$31.1342	\$38.2951	\$2,425.40	\$63,277	\$31.9132	\$39.2532
			3	\$2,342.50	\$61,114	\$30.8224	\$37.9116	\$2,401.10	\$62,643	\$31.5934	\$38.8599	\$2,461.10	\$64,208	\$32.3829	\$39.8310
			4	\$2,377.70	\$62,032	\$31.2855	\$38.4812	\$2,437.10	\$63,582	\$32.0671	\$39.4425	\$2,498.00	\$65,171	\$32.8684	\$40.4281
			5	\$2,415.50	\$63,019	\$31.7829	\$39.0930	\$2,475.90	\$64,594	\$32.5776	\$40.0704	\$2,537.80	\$66,209	\$33.3921	\$41.0723
Enrolled Nurse Advance Skills (formerly Enrolled Nurse Advanced Practice)	4		1	\$2,487.00	\$64,884	\$32.7237	\$40.2502	\$2,549.20	\$66,507	\$33.5421	\$41.2568	\$2,612.90	\$68,169	\$34.3803	\$42.2878
			2	\$2,639.00	\$68,850	\$34.7237	\$42.7102	\$2,705.00	\$70,572	\$35.5921	\$43.7783	\$2,772.60	\$72,335	\$36.4816	\$44.8724

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

Registered Nurse Registered Midwife	5		Re-entry	\$2,525.90	\$65,899	\$33.2355	\$40.8797	\$2,589.00	\$67,545	\$34.0658	\$41.9009	\$2,653.70	\$69,233	\$34.9171	\$42.9480
			1	\$2,643.90	\$68,977	\$34.7882	\$42.7895	\$2,710.00	\$70,702	\$35.6579	\$43.8592	\$2,777.80	\$72,471	\$36.5500	\$44.9565
			2	\$2,768.30	\$72,223	\$36.4250	\$44.8028	\$2,837.50	\$74,028	\$37.3355	\$45.9227	\$2,908.40	\$75,878	\$38.2684	\$47.0701
			3	\$2,892.70	\$75,468	\$38.0618	\$46.8160	\$2,965.00	\$77,355	\$39.0132	\$47.9862	\$3,039.10	\$79,288	\$39.9882	\$49.1855
			4	\$3,017.00	\$78,711	\$39.6974	\$48.8278	\$3,092.40	\$80,679	\$40.6895	\$50.0481	\$3,169.70	\$82,695	\$41.7066	\$51.2991
			5	\$3,141.80	\$81,967	\$41.3395	\$50.8476	\$3,220.30	\$84,015	\$42.3724	\$52.1181	\$3,300.80	\$86,116	\$43.4316	\$53.4209
			6	\$3,266.60	\$85,223	\$42.9816	\$52.8674	\$3,348.30	\$87,355	\$44.0566	\$54.1896	\$3,432.00	\$89,538	\$45.1579	\$55.5442
			7	\$3,391.20	\$88,474	\$44.6211	\$54.8840	\$3,476.00	\$90,686	\$45.7368	\$56.2563	\$3,562.90	\$92,954	\$46.8803	\$57.6628
Clinical Nurse Clinical Midwife		1	1	\$3,449.30	\$89,990	\$45.3855	\$55.8242	\$3,535.50	\$92,239	\$46.5197	\$57.2192	\$3,623.90	\$94,545	\$47.6829	\$58.6500
			2	\$3,530.30	\$92,103	\$46.4513	\$57.1351	\$3,618.60	\$94,407	\$47.6132	\$58.5642	\$3,709.10	\$96,768	\$48.8039	\$60.0288
			3	\$3,611.60	\$94,224	\$47.5211	\$58.4510	\$3,701.90	\$96,580	\$48.7092	\$59.9123	\$3,794.40	\$98,993	\$49.9263	\$61.4093
			4	\$3,693.50	\$96,361	\$48.5987	\$59.7764	\$3,785.80	\$98,769	\$49.8132	\$61.2702	\$3,880.40	\$101,237	\$51.0579	\$62.8012
Associate Clinical Nurse/Midwife Consultant, Associate Nurse/Midwife Unit Manager, Associate Nurse/Midwife Manager, Associate Nurse/Midwife Educator, Associate Nurse/Midwife Researcher	6		1	\$3,877.10	\$101,151	\$51.0145	\$62.7478	\$3,974.00	\$103,679	\$52.2895	\$64.3161	\$4,073.40	\$106,272	\$53.5974	\$65.9248
Clinical Nurse Consultant, Nurse/Midwife Unit Manager, Nurse/Midwife Manager, Nurse/Midwife Educator, Nurse/Midwife Researcher, Public Health Nurse, Nurse Navigator, Nurse Practitioner	7		1	\$4,235.40	\$110,499	\$55.7289	\$68.5465	\$4,341.30	\$113,261	\$57.1224	\$70.2606	\$4,449.80	\$116,092	\$58.5500	\$72.0165
			2	\$4,427.00	\$115,497	\$58.2500	\$71.6475	\$4,537.70	\$118,385	\$59.7066	\$73.4391	\$4,651.10	\$121,344	\$61.1987	\$75.2744
			3	\$4,537.10	\$118,370	\$59.6987	\$73.4294	\$4,650.50	\$121,328	\$61.1908	\$75.2647	\$4,766.80	\$124,362	\$62.7211	\$77.1470
			4	\$4,598.20	\$119,964	\$60.5026	\$74.4182	\$4,713.20	\$122,964	\$62.0158	\$76.2794	\$4,831.00	\$126,037	\$63.5658	\$78.1859

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

Candidate															
Nurse Practitioner	8		1	\$4,768.80	\$124,415	\$62.7474	\$77.1793	\$4,888.00	\$127,524	\$64.3158	\$79.1084	\$5,010.20	\$130,713	\$65.9237	\$81.0862
			2	\$4,887.40	\$127,509	\$64.3079	\$79.0987	\$5,009.60	\$130,697	\$65.9158	\$81.0764	\$5,134.80	\$133,963	\$67.5632	\$83.1027
			3	\$4,978.60	\$129,888	\$65.5079	\$80.5747	\$5,103.10	\$133,136	\$67.1461	\$82.5897	\$5,230.70	\$136,465	\$68.8250	\$84.6548
Director of Nursing - Rural and Remote	9		1	\$4,870.70	\$127,073	\$64.0882	\$78.8285	\$4,992.50	\$130,251	\$65.6908	\$80.7997	\$5,117.30	\$133,507	\$67.3329	\$82.8195
			2	\$5,091.10	\$132,823	\$66.9882	\$82.3955	\$5,218.40	\$136,144	\$68.6632	\$84.4557	\$5,348.80	\$139,546	\$70.3789	\$86.5660
			3	\$5,217.70	\$136,126	\$68.6539	\$84.4443	\$5,348.10	\$139,528	\$70.3697	\$86.5547	\$5,481.80	\$143,016	\$72.1289	\$88.7185
Assistant Director of Nursing Director of Nursing	10		1	\$4,978.60	\$129,888	\$65.5079	\$80.5747	\$5,103.10	\$133,136	\$67.1461	\$82.5897	\$5,230.70	\$136,465	\$68.8250	\$84.6548
			2	\$5,219.90	\$136,183	\$68.6829	\$84.4800	\$5,350.40	\$139,588	\$70.4000	\$86.5920	\$5,484.20	\$143,079	\$72.1605	\$88.7574
Nursing Director, Director of Nursing	11			\$5,571.20	\$145,349	\$73.3053	\$90.1655	\$5,710.50	\$148,983	\$75.1382	\$92.4200	\$5,853.30	\$152,708	\$77.0171	\$94.7310
Nursing Director, Director of Nursing	12			\$6,133.40	\$160,016	\$80.7026	\$99.2642	\$6,286.70	\$164,016	\$82.7197	\$101.7452	\$6,443.90	\$168,117	\$84.7882	\$104.2895
Nursing Director, Director of Nursing	13	1		\$6,565.70	\$171,294	\$86.3908	\$106.2607	\$6,729.80	\$175,576	\$88.5500	\$108.9165	\$6,898.00	\$179,964	\$90.7632	\$111.6387
Executive Director of Nursing		2		\$7,982.40	\$208,255	\$105.0316	\$129.1889	\$8,182.00	\$213,463	\$107.6579	\$132.4192	\$8,386.60	\$218,800	\$110.3500	\$135.7305

SCHEDULE 2 – Allowances

Allowance	Clause		As from 1/04/2018	As from 1/04/2019	As from 1/04/2020
	Award	Agreement	\$	\$	\$
Pharmacy allowance – Public Hospitals	13.14(a)		2.27	2.33	2.39
Relieving in-charge allowance	13.16	26	13.36	13.69	14.03
Operating theatre allowance – Public Hospitals	13.12		3.09	3.17	3.25
Hyperbaric allowance	13.6		25.44	26.08	26.73
Mental health environment allowance	13.9		50.88	52.16	53.46
X-Ray and radium allowance		24	22.66	23.22	23.80
Targeted training allowance for Assistants in Nursing	13.18		34.27	35.13	36.01
After hours management allowance - Public Hospitals		27	20.00	20.00	20.00
Laundry Allowance	13.7		4.46	4.58	4.70

On Call Allowance	Description	As from 1/04/2018	As from 1/04/2019	As from 1/04/2020
		\$	\$	\$
Nurse Grade 3 and above	Saturday, Sunday, Public Holidays, Rostered Days Off and Accrued Day Off- - per on call period between rostered shifts or part thereof	46.97	48.14	49.34
	Monday to Friday - per on call period between rostered shifts or part thereof	25.67	26.31	26.97
Nurse Grade 1	Saturday, Sunday, Public Holidays, Rostered Days Off and Accrued Day Off- where on call for the whole day ²	46.97	48.14	49.34
	Night Only - Saturday, Sunday, Public Holidays and Rostered Days Off and Accrued Day Off-	29.51	30.25	31.01
	Any other night – per night ¹	25.67	26.31	26.97

Notes:

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

Professional development allowance			
Category	September 2018*	March 2019*	Total annual payment
Category B	\$1,508.00	\$1,508.00	\$3,016.00
Category A	\$1,206.50	\$1,206.50	\$2,413.00
Category C	\$904.50	\$904.50	\$1,809.00
Category	September 2019*	March 2020*	Total annual payment
Category B	\$1,545.50	\$1,545.50	\$3,091.00
Category A	\$1,236.50	\$1,236.50	\$2,473.00
Category C	\$927.00	\$927.00	\$1,854.00
Category	September 2020*	March 2021*	Total annual payment
Category B	\$1,584.00	\$1,584.00	\$3,168.00
Category A	\$1,267.50	\$1,267.50	\$2,535.00
Category C	\$950.00	\$950.00	\$1,900.00

* payment in final period of month

SCHEDULE 3 – Funded Initiatives and Projects

Project	Clause	Completion timeframe (from commencement of Agreement)
1. Reporting - value based indicators	44.8	Six months
2. BPF Project on acuity and complexity changes, development of risk assessment tool etc	34.2(c)	18 months
3. Nursing and Midwifery Governance and Compliance training (a) Joint IBPS training and toolkit (b) Joint HR/IR training and toolkit (c) Development of NaMCFeducation package	48.3	Development - 12 months Implementation - 12 months (where possible)
4. BPF Communication and Education Framework • Framework • Implementation	34.6	six months 18 months (unless otherwise agreed by parties)
5. Best practice rostering guidelines project • Recommendations • Implementation of recommendations	49.1	12 months Life of the Agreement
6. BPF Improvement Project	34.3	6 months
7. Workforce Planning Project	45.2	2.5 years
8. Midwifery generic level statements research and development	50	2 years
9. Nursing and midwifery showcase	44.7	2.5 years
10. BPF Compliance State-wide Review	34.3(d)	During 2019
11. Development of offender health BPF addendum	34.2(d)	12 months
12. Best practice/model job descriptions for Nurse Grade 7 roles	45.3	12 months
13. BPF Resource Network map utilisation of technology	60	2.5 years
14. Statement of principles of nursing and midwifery accountability	48.2	2.5 years
15. High-temperature environments policy	61.9	2.5 years

SCHEDULE 4 – Reporting Obligations to NaMIG

Subject	clause	Reporting frequency
1. Upgrades to payroll system	14	Monthly
2. Uptake of professional development leave including breakdown by: <ul style="list-style-type: none"> • NG 3 and 4 • NG 5 • NG6 • NG7 • NG8 • NG9 • NG10 and above 	30.1(d)	Quarterly
3. Usage of annual leave	37.2(b)	Quarterly
4. Workforce reporting – number and make-up, movement in number and make-up	41.5	Quarterly
5. Graduate conversion rates	53.1	Six monthly

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

1. Purpose

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

2. Scope

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

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

3. Definitions

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

Agreement means *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018*

NaMIG means Nursing and Midwifery Implementation Group

QNMU 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.

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

5. Reporting relationship

5.1. Hospital and Health Service Consultative Forum (HHSCF)

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

5.1.1. Nursing and Midwifery Implementation Group (NaMIG)

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

6. Membership

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

- 6.2. The Hospital and Health Service representatives:

List name and title of management representatives

- 6.3. The QNMU representatives:

List name and title of union representatives

7. Observers/content experts

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

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

8. Chairing

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

9. Quorum

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

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

10. Secretariat

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

11. Meeting frequency

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

- 11.2. The NaMCF will meet at:

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

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

12. Attendance at meetings

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

13. Preparation and report back

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

14. Framework for ongoing functioning of the NaMCF

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

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

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

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

15. Agenda items

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

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

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

19. Commitment to consultation

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

20. Support services to union representatives

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

21. No disadvantage to employees

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

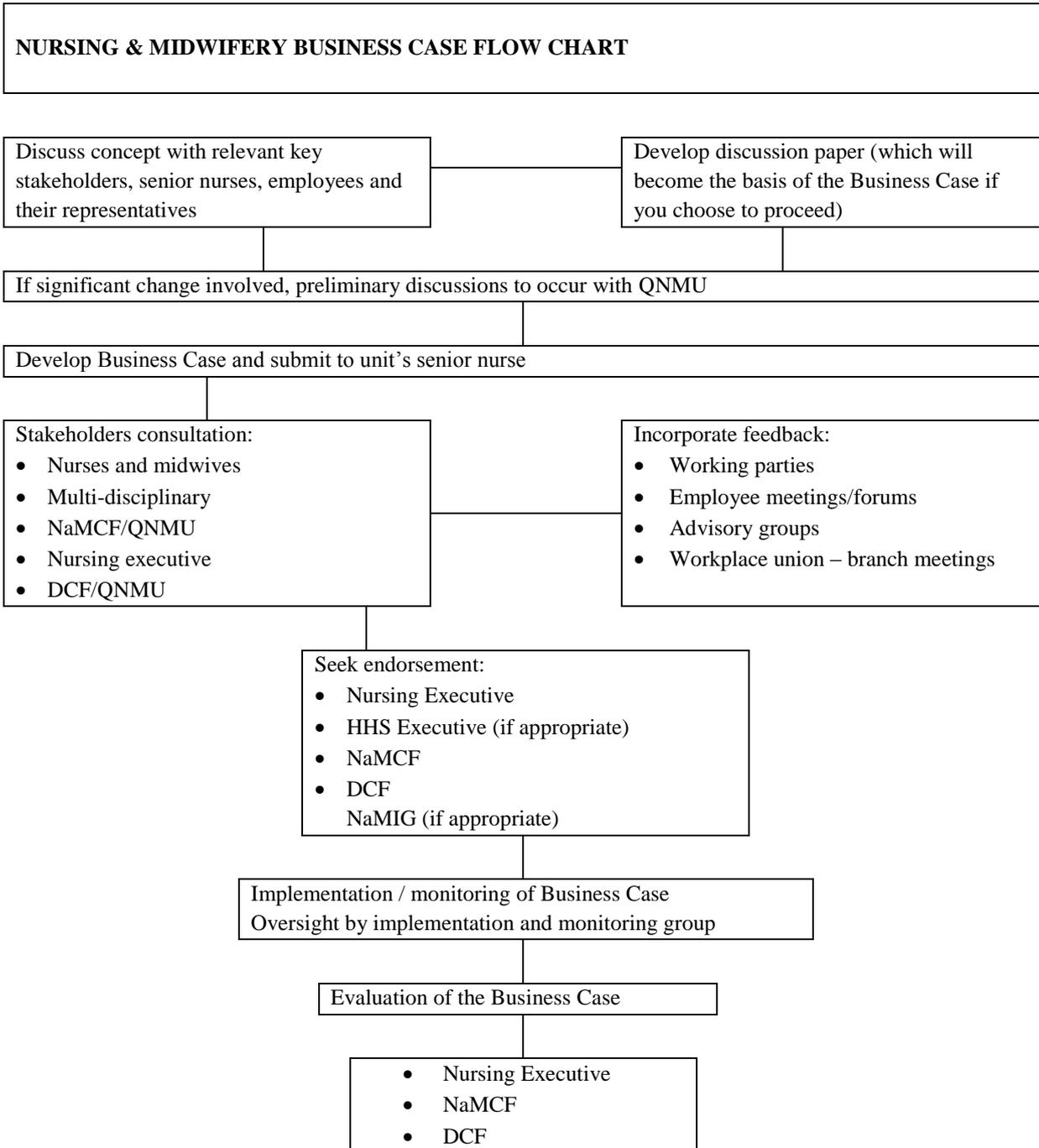
22. Training

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

23. Dispute resolution

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

Attachment 1



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

The Nurses and Midwives Implementation Group (NaMIG) comprises representatives of Queensland Health (meaning the Hospital and Health Services and Department of Health) and representatives of the Queensland Nurses' Union (QNMU) as parties to the *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018* (the Agreement).

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

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

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

1. Overview

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

2. Role

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

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

3. Definitions

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

4. Structures, Processes and Mechanisms

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

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

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

Attachment 1

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

Date:

Referral by:

(Tick one box only)

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

HHSCF (or equivalent)

Background

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

Recommendation

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

Issues

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

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

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

SCHEDULE 7 – Preserved Human Resource Policies and Guidelines

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

HR Policy group	Matter
B23	Permanent Employment
B24	Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs
B25	Temporary Employment
B26	Casual Employment
B38	Graduate Nurse Employment
B39	Directors of Nursing and Assistant Directors of Nursing
C2	Remote Area Nursing Incentive Package (RANIP)
C26	Parental Leave
C30	Environmental Allowance – Mental Health High Security and Medium Secure Units
C32	Compulsory Christmas/New Year Closure
C38	Leave - Long Service Leave – Entitlement, Conditions, Pay in Lieu, Cash Equivalent, Casuals, Home Helps, Part-Time, Voluntary Reversion and Termination Pay
C39	Industrial Relations Education Leave
C40	Special Leave Without Salary to Undertake Work with Relevant Union
C50	Seminar and Conference Leave – Within and Outside Australia
D5	Accommodation Assistance – Rural and Remote Incentive
F4	Union Encouragement
G15	Professional Development Package for Nurses and Midwives Grade 3 (Enrolled Nurses) and above
OHS Policy 2#21	Workplace Health and Safety
Guidelines	Guide for employees and employers considering a request for flexible work arrangements
	Checklist for requests for flexible work arrangements
	Transition to Retirement Guideline

SCHEDULE 8 – 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. Aggregated Shift Allowance

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.
- 3.4. The parties agree to review this clause should Queensland Corrective Services alter the method of payment for shift allowance for custodial staff at Woodford Correction Centre.

4. Rostering Arrangements

- 4.1. A roster is a collection of shifts worked, maintaining an average of 38 hours per week for full-time employees.
- 4.2. 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.
- 4.3. 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.
- 4.4. Any Correctional Health Services employee may be required to work reasonable time in excess of ordinary hours.
- 4.5. 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.
- 4.6. 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.

- 4.7. 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
- 4.8. For a casual employee an ordinary shift is to be no more than 12 hours.
- 4.9. 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.

5. Night Shifts

- 5.1. 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).

- 5.2. 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.

6. Day Shifts

- 6.1. 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.

7. Rest Days

- 7.1. 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.
- 7.2. 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.

8. Annual Leave

- 8.1. 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.

9. Public Holidays

- 9.1. 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.
- 9.2. 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.
- 9.3. 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 9 – Conditions of employment – Department of Education State School Registered Nurses

PART 1 – APPLICATION AND OPERATION

1. Title

Schedule 9 - Conditions of employment - Department of Education State School Registered Nurses

2. Application of Schedule

- 2.1. This Schedule applies to all nurses employed by the Department of Education (DoE). The terms of this Agreement only apply to the extent provided in this Schedule.
- 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 (ILO) Conventions
 - (h) Clause 9 – Renewal or Replacement of Agreement
 - (i) Clause 12 – Posting of agreement
 - (j) Clause 40 - Job Security
 - (k) Clause 42 – Contracting out
 - (l) Clause 63 – 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

SSRN means State School Registered Nurse

5. Objectives of this Schedule

- 5.1. To provide for the entitlements of registered nurses who are employed by the Department of Education (DoE).
- 5.2. Develop highly skilled employees capable of achieving more effective and efficient arrangements, committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.
- 5.3. To assist in the recruitment and retention of nurses to positions within DoE.
- 5.4. To provide certainty for employees and DoE 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.
 - (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. DoE nurses will receive a wage rate as prescribed below, in accordance with Schedule 1 to this Agreement:

Wage rates payable from 1 April 2018

DoE Indicative Title	Classification		Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour
Clinical Nurse	6	1	\$3,449.30	\$89,990	\$45.3855	\$55.8242
		2	\$3,530.30	\$92,103	\$46.4513	\$57.1351
		3	\$3,611.60	\$94,224	\$47.5211	\$58.4510
		4	\$3,693.50	\$96,361	\$48.5987	\$59.7764
Clinical Nurse Consultant	7	1	\$4,235.40	\$110,499	\$55.7289	\$68.5465
		2	\$4,427.00	\$115,497	\$58.2500	\$71.6475
		3	\$4,537.10	\$118,370	\$59.6987	\$73.4294
		4	\$4,598.20	\$119,964	\$60.5026	\$74.4182
Senior Nurse Manager	8	1	\$4,768.80	\$124,415	\$62.7474	\$77.1793
		2	\$4,887.40	\$127,509	\$64.3079	\$79.0987
		3	\$4,978.60	\$129,888	\$65.5079	\$80.5747

Wage rates payable from 1 April 2019

DoE Indicative Title	Classification		Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour
Clinical Nurse	6	1	\$3,535.50	\$92,239	\$46.5197	\$57.2192
		2	\$3,618.60	\$94,407	\$47.6132	\$58.5642
		3	\$3,701.90	\$96,580	\$48.7092	\$59.9123
		4	\$3,785.80	\$98,769	\$49.8132	\$61.2702
Clinical Nurse Consultant	7	1	\$4,341.30	\$113,261	\$57.1224	\$70.2606
		2	\$4,537.70	\$118,385	\$59.7066	\$73.4391
		3	\$4,650.50	\$121,328	\$61.1908	\$75.2647
		4	\$4,713.20	\$122,964	\$62.0158	\$76.2794
Senior Nurse Manager	8	1	\$4,888.00	\$127,524	\$64.3158	\$79.1084
		2	\$5,009.60	\$130,697	\$65.9158	\$81.0764
		3	\$5,103.10	\$133,136	\$67.1461	\$82.5897

Wage rates payable from 1 April 2020

DoE Indicative Title	Classification		Per Fortnight	Per Annum	Hourly Rate 76 hrs	Casual Per Hour
Clinical Nurse	6	1	\$3,623.90	\$94,545	\$47.6829	\$58.6500
		2	\$3,709.10	\$96,768	\$48.8039	\$60.0288
		3	\$3,794.40	\$98,993	\$49.9263	\$61.4093
		4	\$3,880.40	\$101,237	\$51.0579	\$62.8012

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Clinical Nurse Consultant	7	1	\$4,449.80	\$116,092	\$58.5500	\$72.0165
		2	\$4,651.10	\$121,344	\$61.1987	\$75.2744
		3	\$4,766.80	\$124,362	\$62.7211	\$77.1470
		4	\$4,831.00	\$126,037	\$63.5658	\$78.1859
Senior Nurse Manager	8	1	\$5,010.20	\$130,713	\$65.9237	\$81.0862
		2	\$5,134.80	\$133,963	\$67.5632	\$83.1027
		3	\$5,230.70	\$136,465	\$68.8250	\$84.6548

- 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*.
- 9.2. The allowance will be paid in the last pay period of March and September each year in accordance with the

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

below table:

Category	Payment in last pay period of September 2018	Payment in last pay period of March 2019	Total yearly payment
Category B	\$1,508.00	\$1,508.00	\$3,016.00
Category A	\$1,206.50	\$1,206.50	\$2,413.00
Category C	\$904.50	\$904.50	\$1,809.00
Category	Payment in last pay period of September 2019	Payment in last pay period of March 2020	Total yearly payment
Category B	\$1,545.50	\$1,545.50	\$3,091.00
Category A	\$1,236.50	\$1,236.50	\$2,473.00
Category C	\$927.00	\$927.00	\$1,854.00
Category	Payment in last pay period of September 2020	Payment in last pay period of March 2021	Total yearly payment
Category B	\$1,584.00	\$1,584.00	\$3,168.00
Category A	\$1,267.50	\$1,267.50	\$2,535.00
Category C	\$950.00	\$950.00	\$1,900.00

- 9.3. The allowance will be paid directly to nurses via the payroll system. The allowance is paid as normal salary and is included in gross earnings before tax. Payment is made for periods of 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.
- 9.4. The allowance is paid out on termination from employment, including resignation and retirement. The rate for calculating payment of the allowance upon termination will be the rate applicable at date of termination.

PART 4 – QUALIFICATIONS ALLOWANCE

- 10.1. DoE commits to identifying the qualifications relevant to the roles of Nurses in DoE, and the parameters and requirements for eligibility within 12 months of certification of the agreement.
- 10.2. The qualifications allowance will be available for payment to eligible employees from 1 April 2019.
- 10.3. Accelerated paypoint advancement and qualifications allowance
- (a) The following provisions apply to an employee Nurse Grade 6 and 7 who holds a qualification or advanced qualification recognised by the employer as relevant to the employee's current position which is in addition to the qualification required for registration as a registered nurse or registered midwife with AHPRA.
 - (b) A **qualification** is:
 - (i) a graduate certificate, graduate diploma, or a qualification of equivalent value; or
 - (ii) a second bachelor degree.
 - (c) An **advanced qualification** is a master's degree or PhD.
 - (d) Accelerated paypoint advancement

An employee who obtains a qualification or advanced qualification, and who is not at the maximum paypoint of their classification, will be advanced by one paypoint from the date the qualification is accepted by the employer but will retain their existing increment date.
 - (e) Qualification and advanced qualification allowance
 - (i) The qualification allowance is calculated on the basis of 3.5% of the wage rate of a Nurse Grade 5, paypoint 7.

Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB10) 2018

- (ii) The advanced qualification allowance is calculated on the basis of 5.5% of the wage rate of a Nurse Grade 5, paypoint 7.
 - (iii) The qualification allowance and advanced qualification allowance is payable for all purposes of this Award.
- (f) The qualification allowance and advanced qualification allowance is payable as follows:
- (i) Employees at the maximum paypoint:
 - (A) An employee who qualifies for an allowance under clause 10.2(a) and who is at the maximum paypoint of their classification is entitled to receive the relevant allowance from the date the qualification is accepted by the employer.
 - (B) There is no requirement for such an employee to be at the top paypoint for 12 months before receiving the relevant allowance.
 - (ii) Employees at the second last paypoint:

When an employee is on the second last paypoint at the time of receiving the accelerated advancement in paypoint in accordance with clause 10.2(d), which would then place them on the maximum payment, the relevant allowance is payable from their next increment date and not upon the completion of 12 months' service at the maximum paypoint.
 - (iii) Employees not at the second last or maximum paypoint:
 - (A) An employee who qualifies for an allowance under clause 10.2(a) and who is not at the second last or the maximum paypoint of their classification is entitled to the relevant allowance upon the completion of 12 months' service at the maximum paypoint.
 - (B) Part-time employees are required to have either 12 months' service or 1200 hours, whichever is the greater.
- (g) Qualification allowance upon promotion and higher duties
- (i) An employee who has received an accelerated paypoint advancement under clause 10.2(d) and who is not in receipt of an allowance, and who is subsequently promoted to a higher level, Nurse Grades 6 and 7, inclusive, or undertakes higher duties, automatically becomes eligible for the relevant allowance subject to the qualification being recognised by the employer as relevant to the employee's higher position.
 - (ii) An employee in receipt of an allowance under clause 10.2(g)(i) is entitled to retain the relevant allowance upon promotion to a higher level, Nurse Grades 6 and 7, inclusive, subject to the qualification being recognised by the employer as relevant to the employee's higher position.
 - (iii) An employee in receipt of an allowance who relieves in a higher position which does not attract the allowance will be placed on the paypoint within the classification of the higher position which ensures the employee's current rate of pay (including the relevant qualification allowance but excluding penalty rates) is not reduced.
- (h) Qualification allowance where more than one qualification
- (i) An employee who has advanced a paypoint under the above provisions is not eligible for any further advancement with respect to a qualification of equivalent value.
 - (ii) An employee who has been advanced a paypoint in respect of a qualification relevant to a lower classification may also be advanced a paypoint in a higher classification when the employee attains an advanced qualification. In such cases the employee also retains the qualification allowance of 3.5%.
 - (iii) In such a case, following 12 months' service at the maximum paypoint of the higher classification, the employee forfeits the qualification allowance of 3.5% and the advanced qualification allowance of 5.5% is payable.

(iv) Only one allowance is to be paid at any one time.

(i) Qualifications no longer relevant

When an employee's qualification is no longer recognised by the employer as relevant to the employee's current position, any allowance payable under the above provisions will cease from the date the employer formally advises the employee of such situation in writing.

PART 5 – EMPLOYMENT SECURITY, ORGANISATIONAL CHANGE AND RESTRUCTURING

11. Organisational Change and Restructuring

- 11.1. The employer is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- 11.2. These commitments are effected through the Government's Employment Security Policy and the Policy on the Contracting-Out of Government Services.
- 11.3. DoE 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 QNMU with a listing of the affected staff comprising name, job title and work location.
- 11.4. 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.
- 11.5. The parties agree that the employer should report to unions on a quarterly basis the current status of employment practices within DoE. This report should be provided on a quarterly basis at the NACC. Specifically, the report should detail the following:
- (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
 - (b) a report on the variance from the previous quarter in the use of casuals and temporaries.
 - (c) any significant variance in the number of permanent employees;
 - (d) the conversion of temporary employees to tenured status.
- 11.6. 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.
- 11.7. 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.
- 11.8. The employer must provide relevant information to the QNMU when it intends to apply the provisions of the directive (as amended) relating to early retirement, redundancy and retrenchment where an employee may be genuinely redundant or is to possibly be retrenched. Such information must be provided at the same time the employer's intentions are communicated to the employee. An affected employee must be provided with notice of DoE's intention to make redundant or retrench the employee sufficient to allow the employee to seek relevant independent advice.

PART 6 - SALARY PACKAGING

12. Salary packaging

- 12.1. Salary packaging is available for employees covered by this Agreement.
- 12.2. 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.
- 12.3. 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.
- 12.4. Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

PART 7 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

13. 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.

14. Nurses' Agency Consultative Committee (NACC)

- 14.1. The consultative committee has an ongoing role in all areas to improve efficiency and effectiveness

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within nursing services and to monitor progress in meeting this Agreement's objectives and implementation of the Agreement as it relates to nurses.

- 14.2. 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.
- 14.3. 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.

14.4. 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.

14.5. Composition

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

15. Collective Industrial Relations

- 15.1. 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.
- 15.2. The employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the QIRC.

15.3. The employer is committed to collective agreements and will not support non-union agreements.

16. Union Encouragement

16.1. 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.

16.2. An application for union membership and information on the QNMU will be provided to all employees at the point of engagement.

16.3. Information on the QNMU will be included in induction materials.

16.4. Union representative(s) will be provided with the opportunity to discuss union membership with new employees.

16.5. Agencies are to provide the QNMU with complete lists of new starters (consisting of name, job title and work location) to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically.

16.6. The employer is also required where requested to provide the QNMU with a listing of current staff comprising name, job title and work location. This information shall be supplied on a six monthly basis, unless agreed between the employer and the QNMU to be on a more regular basis. The provision of all staff information to relevant unions shall be consistent with the principles outlined at ss. 350(2) and 350(3) of the *Industrial Relations Act 2016*.

PART 8 – WORKPLACE HEALTH AND SAFETY

17. 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 9 – EMPLOYMENT CONDITIONS

18. Workload Management

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

18.2. 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).

18.3. 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.

19. Workload Management Guideline

19.1. The parties agree that DoE will develop an evidence-based Workload Management Guideline, including a prioritisation framework and support tools for SSRNs to meet the needs of schools and students.

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- 19.2. The parties agree to a three-month pilot of the guideline and tools, with progress and outcomes of the pilot reported to the NACC. Subject to the outcome of the pilot, the guideline, framework and support tools will be available for SSRN use within 12 months of certification of the agreement.
- 19.3. The development of the guideline and management of the trial will be undertaken by State Schooling – Disability and Inclusion.

20. Balancing Work/Life and Family

- 20.1. 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.
- 20.2. The parties recognise that implementing Work-Life Balance initiatives will enable the employer to continue providing effective service delivery to the Queensland public.
- 20.3. The employer is committed to improving the uptake of existing work-life balance policies across DoE 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. The employer should monitor the implementation and uptake of work-life balance policies across their workforce in consultation through NACC.
- 20.7. The parties agree that requests by employees to access work-life balance policies must not be unreasonably refused.

21. Hours Of Work

21.1. 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 DoE 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.

21.2. Ordinary hours

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

21.3. 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 DoE'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

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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.

21.4. 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.

21.5. 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.

21.6. 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

21.7. 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:

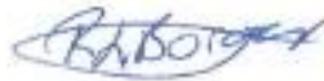
Signed for and on behalf of Department of Health:



29-8-2018

Director General

In the presence of: Rachel Boyer.

 29-8-2018.

Signed for and on behalf of Department of Education:

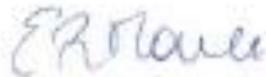


Director General

In the presence of: Nick Seeley
Melny 28/8/18

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

ELIZABETH MOHLE



23-8-2018

Secretary

In the presence of:
MELINDA JANE WARLAND



23/8/2018

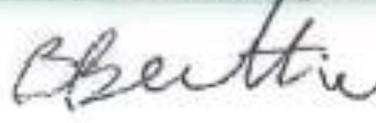
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland:

STEPHEN BAKER

Secretary



In the presence of: BREATHNA BEATTIE

 23/8/18

L12/ 333 Adelaide Street
BRISBANE QLD 4000