

CITATION: *Nurses and Midwives (Queensland Health) Award - State 2015*
2016 State Wage Case Reprint
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

NURSES AND MIDWIVES (QUEENSLAND HEALTH) AWARD - STATE 2015

Following the Declaration of the General Ruling in the 2016 State Wage Case (matter numbers B/2016/10 and B/2016/11), the Nurses and Midwives (Queensland Health) Award - State 2015 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Nurses and Midwives (Queensland Health) Award - State 2015 as at 1 September 2016.

Dated 1 September 2016.

[L.S.] J. Steel
Industrial Registrar

**NURSES AND MIDWIVES (QUEENSLAND HEALTH)
AWARD - STATE 2015**

Table of Contents

Page

PART 1 - Title and Operation	4
1. Title	4
2. Operation.....	4
3. Definitions and interpretation	4
4. Coverage	7
5. The Queensland Employment Standards and this Award	8
6. Enterprise flexibility and facilitative award provisions	8
PART 2 - Dispute Resolution	9
7. Dispute resolution	9
PART 3 - Types of Employment, Consultation and Termination of Employment.....	11
8. Types of employment.....	11
9. Termination of employment.....	13
10. Redundancy.....	14
11. Consultation	16
PART 4 - Minimum Salary Levels, Allowances and Related Matters.....	18

12.	Classifications and minimum wage and salary levels.....	18
13.	Allowances.....	22
14.	Superannuation.....	29
PART 5 - Hours of Work, Breaks, On Call, Overtime, Shift Work, Weekend Work		30
15.	Hours of work	30
16.	Meal breaks	36
17.	Rest pauses	36
18.	Overtime.....	37
PART 6 - Leave of Absence and Public Holidays		40
19.	Annual leave	40
20.	Personal leave	43
21.	Parental leave	44
22.	Long service leave	44
23.	Public holidays	45
24.	Jury service	46
25.	Professional development	46
PART 7 - Transfers, Travelling and Working Away from Usual Place of Work.....		47
26.	Transfer and appointment expenses	47
27.	Travelling and relieving expenses.....	48
28.	Transfer of employees - Public Service, Eventide Homes (Nurse Grade 5 and above) and Corrective Services employee.....	48
29.	Fly in/fly out (FIFO) arrangements.....	48
30.	Patient escorts	49
31.	Board, lodging and provision of meals	49
PART 8 - Training, Learning and Development.....		50
32.	Training, learning and development	50
PART 9 - Workplace Health and Safety Advisory Committee		50
33.	Queensland Health Workplace Health and Safety Advisory Committee.....	50
34.	Personal protective appliances - Eventide Homes and Psychiatric Hospitals.....	51
PART 10 - Union Related Matters		51
35.	Union encouragement	51
36.	Union delegates.....	51
37.	Industrial relations education leave.....	52
38.	Right of entry	52
PART 11 - Workload Management.....		53

39. Workload management - Business Planning Framework (BPF).....	53
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Schedule 1 - Work areas/units included in Department of Health, as at 30 November 2015 ..56

Schedule 2 - Generic Level Statements57

S2.1 Introduction.....	57
S2.2 Definitions.....	57
S2.3 Assistant in Nursing, Nurse Grade 1	57
S2.4 Student in Nursing/Midwifery, Nurse Grade 2	58
S2.5 Enrolled Nurse, Nurse Grade 3	59
S2.6 Enrolled Nurse (Advanced Practice), Nurse Grade 4	59
S2.7 Registered Nurse, Nurse Grade 5	60
S2.8 Midwife, Nurse Grade 5.....	61
S2.9 Clinical Nurse/Midwife, Nurse Grade 6	62
S2.10 Nurse Grade 6-7A	63
S2.11 Nurse Grade 7	65
S2.12 Nurse Practitioner, Nurse Grade 8	67
S2.13 Assistant Director of Nursing or Nursing Director, Nurse Grade 9.....	67
S2.14 Director of Nursing, Nurse Grade 10.....	68
S2.15 Director of Nursing, Nurse Grade 11	69
S2.16 Executive Director of Nursing, Nurse Grade 12	70

Schedule 3 - Midwifery Models of Care.....72

S3.1 Models of care definitions.....	72
S3.2 Local arrangements	72
S3.3 Industrial framework for a caseload midwifery model of care	72

Schedule 4 - Hospital and Health Service and Facility Categories.....75

Schedule 5 - Directives Which Apply to Employees Covered by this Award (Clause 4.2)79

S5.1 Directives which apply by the operation of Schedule 3 of the <i>Public Service Regulation 2008</i>	79
S5.2 Directives which apply as a term of this Award	79

PART 1 - Title and Operation

1. Title

This minimum safety net Award is known as the *Nurses and Midwives (Queensland Health) Award - State 2015*.

2. Operation

Subject to section 824 of the Act, this Award operates from 30 November 2015.

3. Definitions and interpretation

Unless the context otherwise requires, in this Award:

accrued day off (ADO) means a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle. An employee may have one or more days off during that cycle

Act means the *Industrial Relations Act 1999*

afternoon shift means a shift commencing at or after 1200 and before 1800

AHPRA means Australian Health Practitioner Regulation Agency

Assistant Director of Nursing means an Assistant Director of Nursing, Nurse Grade 9, bands 1 to 3, unless otherwise specified

Assistant in Nursing means an Assistant in Nursing, Nurse Grade 1

Biala means Biala City Community Health Centre

Biala employee means a nurse or midwife employed at Biala in any classification

Chief Executive means the Chief Executive of the Department of Health

Clinical Nurse means a Clinical Nurse, Nurse Grade 6

Clinical Nurse Consultant means a Clinical Nurse Consultant, Nurse Grade 7

Clinical Unit means the employee's immediate work area

Commission means the Queensland Industrial Relations Commission

Community Health Service means a service which provides comprehensive primary health care services to individuals outside of a Public Hospital including but not limited to the individual's home, residential care facility, school or other community venue

continuous shift work means work done by employees where the hours of work are regularly rotated in accordance with a shift roster covering a 24 hour per day operation over a 7 day week

Corrective Services employee means a nurse or midwife employed in a correctional facility in any classification

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

directive means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

Director of Nursing means a Director of Nursing, Nurse Grade 10, bands 1 to 4 or Director of Nursing, Nurse Grade 11, bands 1 to 4, unless otherwise specified

employee means and includes an employee within a classification defined in Schedule 1 of this Award

employer means:

(a) the Chief Executive of the Department; or

(b) a Hospital and Health Service,

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

Enrolled Nurse means an Enrolled Nurse, Nurse Grade 3

Enrolled Nurse Advanced Practice means an Enrolled Nurse Advanced Practice, Nurse Grade 4

Eventide Homes means the Eventide Homes located at Sandgate, Rockhampton and Charters Towers

Eventide Homes (Nurse Grade 1 to 4) employee means a nurse or midwife employed at or in connection with Eventide Homes and engaged at Nurse Grade 1 to 4, inclusive

Eventide Homes (Nurse Grade 5 and above) employee means a nurse or midwife employed at or in connection with Eventide Homes and engaged at Nurse Grade 5 and above

Executive Director of Nursing means an Executive Director of Nursing, Nurse Grade 12

FIFO employee means an employee engaged pursuant to clause 29

four weekly work cycle means a work cycle of 28 calendar days in which each employee works ordinary hours of work on no more than 19 days in the work cycle

generic level statement means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level

Health Service has the same meaning as Hospital and Health Service

Hospital - see Public Hospital

Hospital and Health Service means a Hospital and Health Service established in accordance with the *Hospital and Health Boards Act 2011*

Integrated Mental Health Service means a service that provides comprehensive mental health care in a Public Hospital, Psychiatric Hospital, correctional facility and through community mental health services

Integrated Mental Health Service employee means a nurse or midwife working in a service that provides comprehensive mental health care in a Public Hospital, Psychiatric Hospital, correctional facility and through community mental health services

majority of shift means the day on which the major proportion of ordinary hours is worked where the starting and finishing times of that shift occur on different days

Midwife means a person who has successfully completed a midwifery education program that is recognised in Australia and who has acquired the requisite qualifications to be registered and/or legally licensed to practise midwifery and use the title 'midwife'. Midwifery encompasses care of women during pregnancy, labour and the postpartum period, as well as care of the new born

midwifery means the care of women during pregnancy, labour and the postpartum period, as well as care of the new born

NMBA means the Nursing and Midwifery Board of Australia

night shift means a shift commencing at or after 1800 and before 0730, the major portion of which is worked between 1800 and 0730

non-continuous shift work means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week (see continuous shift work)

Nurse Educator means a Nurse Educator, Nurse Grade 7

Nurse Manager means a Nurse Manager, Nurse Grade 7

Nurse Practitioner means a Nurse Practitioner, Nurse Grade 8

Nurse Researcher means a Nurse Researcher, Nurse Grade 7

Nurse Unit Manager means a Nurse Unit Manager, Nurse Grade 7

Nursing Director means a Nursing Director, Nurse Grade 9, bands 1 to 3

paypoint means the specific rate of remuneration payable to employees within a nurse grade

Psychiatric Hospital means the psychiatric/mental health facilities or hospitals known as The Park (Wacol), Baillie Henderson (Toowoomba) and Charters Towers Rehabilitation Unit

Psychiatric Hospital (Nurse Grade 1 to 8) employee means a nurse or midwife employed at or in connection with a Psychiatric Hospital and engaged at Nurse Grade 1 to 8, inclusive

Psychiatric Hospital (Nurse Grade 9 and above) employee means a nurse or midwife employed at or in connection with a Psychiatric Hospital and engaged at Nurse Grade 9 and above

public holiday has the same meaning as that provided in Schedule 5 of the Act

Public Hospital means any health facility or premises for the reception and treatment of the sick operated by a Hospital and Health Service or the Department and includes: a mental health unit or nursing home attached to a Public Hospital, a health centre, clinic, dental hospital and dental clinic

Public Hospital employee means a nurse or midwife at any classification level who works in a Public Hospital

Public Service means nurses and midwives employed in a community health service or the Department

Public Service employee means a nurse or midwife employed in the Public Service in any classification

QES means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act

RANIP employee means a Nurse Grade 3 and above appointed to or working in a rural or remote location, as listed in schedule 4, under the Remote Area Nurse Incentive Package

Registered Nurse means a Registered Nurse/Midwife, Nurse Grade 5

registered nurse means a Nurse Grade 5 and above

rostered day/s off means a day free of duty:

- for an employee whose ordinary hours of duty are Monday to Friday: Saturday and Sunday;
- for an employee whose ordinary hours of duty include a Saturday and/or Sunday: one of the two days each week, or four days each fortnight, that the employee is not rostered for duty in accordance with clause 15.1. Depending on the working arrangements, a Saturday and/or Sunday may also be a rostered day/s off.

service means, unless otherwise specially stated, all continuous employment whether temporary, probationary or permanent

shift worker means an employee who works non-continuous shift work or continuous shift work

Student in Nursing/Midwifery means an undergraduate student nurse/midwife, Nurse Grade 2

Union means one of the industrial organisations of employees mentioned in clause 4.1(c)

4. Coverage

4.1 This Award applies to:

- (a) all nurses and midwives employed by an employer covered by this Award who are engaged in a classification listed in Schedule 2; and
- (b)
 - (i) the Chief Executive of the Department; and
 - (ii) each Hospital and Health Service,in their capacity as the employer of employees covered by this Award; and
- (c) the following industrial organisations of employees:
 - (i) Queensland Nurses' Union of Employees, with respect to callings contained in this Award which the Union has eligibility to represent;
 - (ii) The Australian Workers' Union of Employees, Queensland with respect to callings contained in this Award which the Union has eligibility to represent,to the exclusion of any other award.

4.2 Directives which apply to employees covered by this Award

In addition to conditions of employment provided in this Award, Schedule 5 records those directives about specified matters which apply to employees covered by this Award.

4.3 Existing conditions of employment

- (a) The making of this Award is not intended to increase or decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Award.
- (c) Where the making of this Award creates any unintended consequence for an employer or an employee, the status quo as it existed prior to the commencing of this Award shall apply.

5. The Queensland Employment Standards and this Award

The QES and this Award contain the minimum safety net conditions of employment for employees covered by this Award.

6. Enterprise flexibility and facilitative award provisions

6.1 Enterprise flexibility

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between the chief executive and employee/s in an enterprise is contingent upon the agreement being submitted to the commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

6.2 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the employer and the Union, or the employer and the majority of employees affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending on the particular award provisions.
- (b) Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of employees affected, all employees

directly affected shall be consulted, where practicable, as a group. Should the consultation process identify employees with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.

- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or a change to the shift roster, the relevant Union/s are to be notified in writing at least one week in advance of agreement being sought.

PART 2 - Dispute Resolution

7. Dispute resolution

7.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a 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.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
 - (i) 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;
 - (ii) if the matter is not resolved as per clause 7.1(d)(i), 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;
 - (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the commission for conciliation.
- (e) Nothing contained in this procedure shall prevent a Union or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

7.2 Employee grievance procedures

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion, to reduce the level of disputation, and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

- (i) Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.
 - (ii) Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.
 - (iii) Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the relevant Union.
- (c) The employer shall ensure that:
 - (i) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The employer may appoint another person to investigate the grievance. The employer may consult with the relevant Union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the Union, the investigator shall consult with the Union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the commission by the employee or the Union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

PART 3 - Types of Employment, Consultation and Termination of Employment

8. Types of employment

Employees covered by this Award are to be advised in writing of their employment category upon appointment. Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) casual; and
- (d) temporary.

8.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

8.2 Part-time employment

- (a) A part-time employee is an employee, other than a casual employee, engaged as such to work regular hours fewer than 38 hours per week and who receives on a *pro rata* basis equivalent pay and conditions to those full-time employees of the same classification.
- (b) Part-time employees are entitled to a minimum payment of 4 hours per engagement with a maximum of 10 hours engagement on any one day, subject to clause 15.3 of this Award.
- (c) Part-time employees are to have their contracted hours of work specified in writing and such hours are to equate to the actual hours the part-time employee works.
- (d) Part-time employees are entitled to public holiday penalty provisions as set out in clause 23. Payment must only be made for hours actually worked, with the appropriate minimum payments applied where necessary.
- (e) A part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work or who is rostered off duty on that day, must be paid for the hours that would otherwise have been worked on that day.
- (f) The termination entitlements of a part-time employee are to take into account periods of both full-time and part-time employment in accordance with the relevant provisions of this Award based on the periods of respective service.

8.3 Casual employment

- (a) A casual employee means an employee engaged as such for not more than 32 ordinary hours per week, who is paid on an hourly basis.
- (b) To meet an exigency, a casual employee may work more than 32 hours in any week if the employee is paid at the appropriate overtime rate for all time worked in excess of 32 hours.
- (c) Subject to clause 8.3(d), a casual employee is to be paid a loading of 23% above the classification rate for the level of work the employee is engaged to perform with a minimum payment for two hours' work in respect of each engagement.

- (d) The penalty paid for casual work on Sundays is inclusive of the casual loading paid to such an employee.

8.4 Temporary/fixed-term engagements

- (a) Each employer covered by this Award is committed to maximising permanent employment. A temporary or fixed-term employee is an employee engaged to meet temporary circumstances existing within the Department or a Hospital and Health Service.
- (b) A temporary employee is to be notified in writing prior to the commencement of employment of the starting and finishing dates of employment or, in lieu of a finishing date, notified of the specific circumstance/s or contingency relating to a specific task, project or reason, upon the occurrence of which the term of employment is to expire.
- (c) A temporary/fixed-term employee will not be required to serve a probationary period.
- (d) Any period of employment of a temporary/fixed term employee will be counted as continuous service for the purpose of calculating entitlements in accordance with the relevant provisions of this Award.

8.5 Probationary employment

- (a) Except where the employer and an employee agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time employee will in the first instance be subject to a probationary period of 3 months' duration. If a period of probation of longer than 3 months is agreed, it must:
 - (i) be agreed in writing; and
 - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) The employer may terminate the employment of an employee who is on probation at any time during the probationary period.
- (c) Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

8.6 Incidental or peripheral tasks

An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and educational preparation provided:

- (a)
 - (i) the duties are consistent with those performed by classifications in this Award and within the educational preparation required for appointment to such classifications; or
 - (ii) if not consistent with the terms of clause 8.6(a)(i), the duties are essential duties of an urgent, special or unusual nature required to be carried out because of the non-availability of the classification of employee usually assigned to that class of work and are not required on a regular basis; and
- (b) this provision will not affect an employee's entitlement to higher or other duties and allowances as otherwise provided in this Award; and
- (c) all such directions are consistent with the employer's responsibilities to provide a safe, healthy working environment.

8.7 Anti-discrimination

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
 - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade Union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
 - (ii) sexual harassment; and
 - (iii) racial and religious vilification.
- (b) Nothing in clause 8.7 is to be taken to affect:
 - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (ii) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

9. Termination of employment

9.1 Notice by the employer

Notice of termination is provided for in Division 9 of the QES. Clauses 9.2 to 9.6 supplement the QES provisions.

9.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee the notice of termination required by an employee, other than a casual employee, will be 2 weeks or 2 weeks' salary forfeited in lieu. If an employee fails to give the required notice the employer will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

9.3 Notice cannot be offset

In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

9.4 Job search entitlement

Where the employer has given notice of termination to an employee, for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

9.5 Accrued ADO entitlement

Where an employee ceases employment and has accrued credits that have not been used under the ADO system, such credits must be paid to the employee on termination. Where the ADO has been taken in

anticipation of credits, any shortfall at the date of termination may be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee.

9.6 Statement of employment

The employer will, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

10. Redundancy

10.1 Redundancy pay

Redundancy pay is provided for in Division 9 of the QES. Clauses 10.2 to 10.9 supplement the QES provisions.

Note: Where a directive about employees requiring placement, transfer within and between classification levels and systems or early retirement, redundancy and retrenchment covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement than those set out in the QES or in clauses 10.2 to 10.9, inclusive.

10.2 Consultation before termination

- (a) Where the employer decides that the employer no longer wishes the job the employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.
- (e) The emphasis of consultation will be on minimum disruption to the workforce and maximum placement of affected staff within the Department and Hospital and Health Services.

10.3 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

10.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

10.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

10.6 Transmission of business

- (a) Where a business is, whether before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clauses 10.6 and 10.7, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

10.7 Exemption where transmission of business

The provisions of clause 10.6 are not applicable where a business is, before or after the date of commencement of this Award, transmitted from the employer (transmittor) to another employer (transmittee) in any of the following circumstances:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or

- (b) where the employee rejects an offer of employment with the transmittee:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

10.8 Alternative employment

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

10.9 Employees exempted

Clauses 10.1 to 10.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task/s; or
- (c) to casual employees; or
- (d) to employees with less than one year's continuous service in which case the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

11. Consultation

11.1 Employer's duty to notify

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.
- (e) The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered.

11.3 Commitment to consultation

- (a) The parties to this Award recognise entitlements contained within this Award need to be implemented through an open and consultative process.
- (b) As such, the parties are committed to involving employees and their Union representatives in the decision-making processes affecting the workforce. Employees will participate in the consultation processes by the provision of adequate time to understand, analyse, seek appropriate advice from their Union or other advisor and respond to information.
- (c) 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.

11.4 Hospital and Health Service Consultative Forum (HHSCF) and Local Consultative Forums (LCFs)

- (a) Each Hospital and Health Service will establish and maintain a HHSCF and LCFs.
- (b) HHSCF and LCFs or equivalent will continue in accordance with the Terms of Reference agreed by the parties represented on such forums.
- (c) Such forums may include previously titled District Consultative Forums (DCF), or equivalent.

11.5 Nurses and Midwives Implementation Group (NaMIG)

- (a) The parties agree that an interest based approach (mutual gains) will be adopted. An interest based approach aims to:
 - (i) promote a relationship based on trust;
 - (ii) search for mutual gains while managing conflicts of interest; and
 - (iii) arrive at a fair outcome.
- (b) NaMIG will be comprised of equal representation from the Department, Hospital and Health Services and the QNU. This group will be established and operate in accordance with the agreed terms of reference.
- (c) NaMIG will develop an agreed monitoring framework and will report progress on the nursing and midwifery workforce at least annually.

11.6 Nurses and Midwifery consultative forums

Nursing and Midwifery consultative forums established prior to the commencement of this Award will continue in accordance with the terms of reference agreed by the parties represented on such forums.

PART 4 - Minimum Salary Levels, Allowances and Related Matters**12. Classifications and minimum wage and salary levels****12.1 Classification of employees**

- (a) Employees covered by this Award are to be classified into the appropriate classification utilising the nursing and midwifery generic level statements which are contained in Schedule 2.
- (b) These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest nurse grades.

12.2 Minimum salary levels

- (a) The minimum salaries payable to nurses and midwives covered by this Award are prescribed in the table below:

Classification level				Wage Rates as at 1 September 2016 ¹	
Title	Nurse Grade	Band	Paypoint	Fortnightly Salary ² \$	Annual Salary ² \$ ³
Assistant in Nursing	Nurse Grade 1 (AIN)		1	1,773	46,256
			2	1,818	47,430
			3	1,846	48,160
			4	1,895	49,439
			5	1,945	50,743
			6	1,970	51,395
Undergraduate Student Nurses/Midwives	Nurse Grade 2		2nd Year Students	1,818	47,430
			3rd Year Students	1,846	48,160
Enrolled Nurses	Nurse Grade 3 (EN)		1	1,945	50,743
			2	1,975	51,526
			3	2,006	52,335
			4	2,039	53,195
			5	2,073	54,082
Enrolled Nurse Advanced Practice	Nurse Grade 4 (ENAP)		1	2,134	55,674
			2	2,168	56,561
Registered Nurse Midwife (only)	Nurse Grade 5		Re-entry	2,168	56,561
			1	2,270	59,222
			2	2,378	62,040
			3	2,486	64,857
			4	2,594	67,675
			5	2,701	70,466
			6	2,810	73,310

Classification level				Wage Rates as at 1 September 2016 ¹	
Title	Nurse Grade	Band	Paypoint	Fortnightly Salary ² \$	Annual Salary ² \$ ³
			7	2,917	76,102
Clinical Nurse	Nurse Grade 6		1	2,968	77,432
			2	3,037	79,232
			3	3,108	81,085
			4	3,180	82,963
Associate Clinical Nurse Consultant, Associate Nurse Unit Manager, Associate Nurse Educator, Associate Nurse Manager, Associate Nurse Researcher	Nurse Grade 6-7A		1	3,434	89,590
Clinical Nurse Consultant, Nurse Unit Manager, Nurse Educator, Nurse Manager, Nurse Researcher	Nurse Grade 7		1	3,649	95,199
			2	3,813	99,477
			3	3,909	101,982
			4	3,962	103,365
Nurse Practitioner	Nurse Grade 8		1	4,109	107,200
			2	4,213	109,913
Assistant Director of Nursing/Nursing Director	Nurse Grade 9	1	1	4,292	111,974
			2	4,500	117,401
		2	1	4,805	125,358
		3	1	5,291	138,037
Director of Nursing	Nurse Grade 10	1	1	4,195	109,443
			2	4,386	114,426
			3	4,495	117,270
		2	1	4,292	111,974
			2	4,500	117,401
		3	1	4,805	125,358
		4	1	5,291	138,037
Director of Nursing	Nurse Grade 11	1	1	4,292	111,974
			2	4,500	117,401
		2	1	4,805	125,358
		3	1	5,291	138,037
		4	1	5,666	147,820
Executive Director of Nursing	Nurse Grade 12		1	6,892	179,805

Notes:

- ¹ Includes the arbitrated wage adjustment payable under the 1 September 2016 Declaration of General Ruling.
- ² Rounded to the nearest dollar.
- ³ Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

12.3 Payment of salaries

Salaries payable to all employees covered by this Award will be paid fortnightly and may at the discretion of the Chief Executive be paid by electronic funds transfer.

12.4 Progression within classification levels

Other than Nurse Grade 9, Bands 2 and 3, Nurse Grade 10, Bands 3 and 4, and Nurse Grade 11, Bands 2, 3 and 4, progression within classification levels is based on meeting the following requirements:

- (a) For all classifications levels for which there is more than one paypoint, progression is to occur having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over the following periods:
 - (i) full-time employees -12 months' service (annual increment);
 - (ii) part-time employees - 1200 hours and 12 months' service;
 - (iii) casual employees - 1200 hours and 12 months' continuous service with the same employer.
- (b) Upon promotion from one classification level to another, or if the employee has advanced to the next paypoint by some other method, progression to the next paypoint within the new classification must only occur as follows:
 - (i) full-time employees - after a further 12 month period from the date of new appointment;
 - (ii) part-time and casual employees - after a further 1200 hours and 12 months of continuous service.
- (c) For the purpose of clauses 12.4(a) and (b), **continuous service** for a casual employee is considered to be broken if more than 3 months, excluding any public holidays, has elapsed between the end of one employment contract and the start of the next employment contract.

12.5 Recognition of previous nursing experience

- (a) For the purpose of determining the applicable paypoint, an employee is to be given credit for all previous nursing/midwifery experience at the relevant nursing/midwifery level or higher. This will include time spent in obtaining additional nursing/ midwifery certificates/qualifications other than the general nursing certificate/qualification.
- (b) In calculating nursing/midwifery experience for the purposes of clause 12.5(a), any period of employment covered by a relevant nursing award or relevant nursing agreement registered with an industrial tribunal or for which a licence to practice was required is to be recognised in accordance with the matrix in clause 12.5(j).
- (c) In respect to casual and/or part-time experience, 1200 hours experience or 12 months in time, whichever is the later, in such casual and/or part-time capacity will be deemed to be equivalent of one full year full-time experience for the purposes of clause 12.5(a).
- (d) On termination of employment in any health facility, each employee is to be given a certificate, signed by the Director of Nursing or otherwise authorised person, setting out the duration of employment and the capacity in which the employee was employed.
- (e) The onus of proof rests with the employee to present proof of past experience within a period of 4 weeks of commencement of duty. In cases where satisfactory proof has not been produced within 4 weeks, payment of salary for years of experience will only be paid from the date satisfactory proof is produced.

- (f) In cases where documentary evidence is unable to be obtained, consideration may be given in special circumstances to the production of other evidence that is considered satisfactory to the employer.
- (g) The temporary service of an employee who is permanently appointed will be counted towards the employee's length of service for all purposes of this Award, providing such service is continuous and immediately preceded the employee's appointment.
- (h) Where recognising previous experience after a period of absence from nursing, the matrix in clause 12.5(j) applies for the purposes of determining the applicable paypoint.
- (i) If the absence is greater than 5 years AHPRA re-entry requirements must be satisfied before recognition of previous services can be counted.
- (j) Matrix:

Years of nursing experience	Years of absence from nursing						
	<5 yrs	>5 yrs but <7 yrs	>7 yrs but <9 yrs	>9 yrs but <11 yrs	>11 yrs but <13 yrs	>13 yrs but <15 yrs	>15 yrs
Less than 1 yr	1	1	1	1	1	1	1
>1 yr but <2 yrs	2	1	1	1	1	1	1
>2 yrs but <3 yrs	3	2	1	1	1	1	1
>3 yrs but <4 yrs	4	2	1	1	1	1	1
>4 yrs but <5 yrs	5	3	2	1	1	1	1
>5 yrs but <6 yrs	6	3	2	1	1	1	1
>6 yrs but <7 yrs	7	4	3	2	1	1	1
>7 yrs but <8 yrs	7	5	4	3	1	1	1
>8 yrs but <15 yrs	7	6	5	4	3	1	1
>15 yrs but <25 yrs	7	7	6	5	4	3	2
>25 yrs	7	7	7	6	5	4	3

- (k) In applying this matrix to a classification, recognition of previous experience will apply consistent with the matrix up to the maximum paypoint of the applicable classification.

For example, if in accordance with the matrix six years previous experience is recognised and the applicable classification has only four paypoints, the employee would be appointed to paypoint 4.

12.6 Salary sacrifice arrangements

- (a) Eligible employees covered by this Award may participate in salary sacrifice arrangements as determined by the Chief Executive to the extent allowed by the relevant Commonwealth legislation.
- (b) The administrative processes to accommodate salary sacrifice arrangements shall be established by the Chief Executive and may be varied from time to time as required, for example to reflect changes in the relevant Commonwealth legislation or changes in procedures adopted by a particular salary packaging bureau service.
- (c) The following principles will apply where employees avail themselves of salary sacrifice arrangements:
- there will be no additional costs incurred by the employer, either directly or indirectly;
 - as part of the salary sacrifice arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable Fringe Benefit Tax (FBT), will be met without delay by the participating employee;

- (iii) there will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrifice arrangements;
 - (iv) the employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination;
 - (v) employees should obtain independent financial advice prior to taking up salary sacrifice arrangements; and
 - (vi) there will be no significant additional administrative workload or other ongoing costs to the employer.
- (d) Where the employee has elected to sacrifice a portion of the payable salary:
- (i) subject to Australian Tax Office requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed;
 - (ii) any allowance, penalty rate, overtime, weekly workers' compensation benefit, or other payment, to which an employee is entitled under an industrial instrument, Act or Statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary which the employee would receive if not taking part in salary sacrifice arrangements;
 - (iii) salary sacrifice arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits; and
 - (iv) the employee's salary for superannuation purposes and severance and termination payments will be the gross salary which the employee would receive if not taking part in salary sacrifice arrangements.
- (e) For the purposes of this clause **eligible employees** means full-time, part-time and long-term casual employees as defined in the Act.
- (f) Authorised industrial officers (see clause 38) will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary packaging or salary sacrifice arrangements.

13. Allowances

13.1 Accelerated paypoint advancement and qualifications allowance

- (a) The following provisions apply to a Nurse Grade 5 to 7, inclusive, or Director of Nursing, Nurse Grade 10, Band 1, who holds a qualification or advanced qualification recognised by the employer as relevant to the employee's current position which is in addition to the qualification required for registration as a registered nurse or midwife with AHPRA.
- (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 masters degree or PhD.

(d) Accelerated paypoint advancement

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

(e) Qualification and advanced qualification allowance

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

(f) The qualification allowance and advanced qualification allowance is payable as follows:

(i) Employees at the maximum paypoint:

- (A) An employee who qualifies for an allowance under clause 13.1(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 13.1(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 maximum paypoint:

- (A) An employee, who qualifies for an allowance under clause 13.1(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 13.1(d) and who is not in receipt of an allowance, and who is subsequently promoted to a higher level, Nurse Grades 5 to 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 13.1(g)(i) is entitled to retain the relevant allowance upon promotion to a higher level, Nurse Grades 5 to 7, inclusive, subject

to the qualification being recognised by the employer as relevant to the employee's higher position.

- (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.

13.2 Annual isolation allowance

- (a) A RANIP employee is entitled, on a *pro rata* basis, to an annual isolation allowance calculated on the basis of years of service in remote areas, as follows:

Period of service	Allowance (full-time) \$
At the conclusion of one year of service	3000
At the conclusion of two years of service	9000
At the conclusion of three or more years of service	6000

- (b) The allowance is to be paid as a single annual payment at the completion of each 12 months' service and is not cumulative.
- (c) The allowance is not payable to an RANIP employee in receipt of a locality allowance.
- (d) Service for the purposes of determining eligibility to the allowance will include all periods of paid leave.
- (e) Unpaid leave in excess of nine working days is not to be recognised as service for the purposes of this payment.
- (f) The allowance is a flat amount and is not payable for all purposes of this Award.
- (g) The allowance is not payable to casual or temporary employees engaged for less than 12 months.

13.3 Broken shift allowance - Public Hospitals

A Public Hospital employee engaged on a shift or shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purpose of meal breaks and rest pauses is to be paid a broken shift allowance of \$2.97 per shift for each shift so worked.

13.4 Divisional and District parities - Public Hospitals

Public Hospital employees in the Divisions and Districts set out in the table below are to be paid the following additional amounts:

Division/District	Per week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	2.20
Mackay Division	0.90
Southern Division, Western District	1.05

(a) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

(b) Districts:

(i) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

13.5 Higher or special duties allowance

- (a) A Public Hospital employee (other than a Student in Nursing/Midwifery) who is required to perform special duties or to relieve for one week or more in a higher classification, must be paid at the higher rate for the whole of the period of special duty or relief.

- (b) A registered nurse who is not permanently on the staff of a Hospital and who is employed to relieve a Director of Nursing (DON) must be paid the relevant rate for a DON during the period.

Note: Where a directive about higher duties covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

13.6 Hyperbaric allowance

- (a) Employees working in hyperbaric chambers are not able to "dive" more than 3 days in a row for short and shallow dives. There must also be an 18 hour surface interval between dives which means only one dive is permitted per day. For longer dives a 48 hour surface interval is required.
- (b) An employee working in a hyperbaric chamber is entitled to an allowance at the rate of \$22.00 per week.

13.7 Laundry allowance

The employer will launder the employee's uniforms or an allowance of \$3.70 per fortnight will be paid.

13.8 Locality allowance - Eventide Homes, Public Service, Corrective Services and Psychiatric Hospital employees

Note: Where a directive about locality allowance covers an employee, the provisions of the directive apply to the employee.

13.9 Mental health environment allowance

All employees working in high security and/or medium security mental health units will be paid an allowance at the rate of \$44.00 per fortnight.

13.10 Motor vehicle allowance

- (a) Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.77 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.
- (b) An employer may require an employee to record full details of all such official travel requirements in a log book.

13.11 Night supervisor allowance - Public Hospitals

A Nurse Grade 5 to 7, inclusive, in a Public Hospital who is required to undertake the duties of night supervisor (e.g. after-hours Nurse Manager) is to be paid the following additional amounts per night while so engaged:

- (a) \$5.94 per night where the daily average of occupied beds is 100 and under; or
- (b) \$11.78 per night where the daily average of occupied beds is over 100.

13.12 Operating theatre allowance - Public Hospitals

A Public Hospital registered nurse appointed to be in charge of theatre is to be paid an additional \$2.66 per day.

13.13 Overtime meal allowance

- (a) An employee who is called upon to work overtime for more than one hour after their ordinary rostered ceasing time will be paid an allowance of \$12.85 where the usual meal time occurs during that overtime.
- (b) In addition, an Eventide Homes (Nurse Grade 1 to 4) or Psychiatric Hospital (Nurse Grade 1 to 8) employee required to work overtime (not in conjunction with an ordinary rostered shift) for more than two hours, without receiving notice of the overtime on the previous day, will be paid an allowance of \$12.85 where the meal time occurs during that overtime.
- (c) An Eventide Homes (Nurse Grade 1 to 4) or Psychiatric Hospital (Nurse Grade 1 to 8) employee who has been given notice to work overtime on the previous working day or prior, and has brought to work a prepared meal and such overtime is cancelled, shall be paid a meal allowance of \$12.85 for the prepared meal.
- (d) Overtime meal allowances are not payable if a meal is provided by the employer.

13.14 Pharmacy allowance - Public Hospitals

A Public Hospital registered nurse required to perform dispensing work in a Public Hospital in which a dispenser is not employed is to be paid an additional \$1.98 per hour for time actually engaged on dispensing work.

13.15 Professional development allowance

- (a) Subject to clause 13.15(b), a Nurse Grade 3 and above 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 of Hospital and Health Service facilities recorded in Schedule 4:

Category	Last pay period in March \$	Last pay period in September \$	Annual total \$
A	1,000	1,000	2,000
B	1,250	1,250	2,500
C	750	750	1,500

- (b) The allowance is payable in respect of periods of paid leave, but is not payable for any other purpose of this Award (such as: calculation of overtime, penalty payments, superannuation etc.)
- (c) Professional development allowance - RANIP employee
 - (i) In lieu of the allowance at clause 13.15(a) a RANIP employee is entitled to reimbursement for travel, enrolment and conference costs for attendance at all approved courses and conferences.
 - (ii) Without limiting this provision, if a RANIP employee does not receive a financial benefit under clause 13.15(c)(i) equivalent to the Category B annual rate prescribed in clause 13.15(a) prior to the last pay period of September each year, the employer is to pay the difference between any amount received by the employee and the Category B annual rate.

13.16 Relieving in-charge allowance

- (a) Subject to clause 13.16(b), if for one entire shift or more a Clinical Nurse, Nurse Grade 6 or above, should normally be rostered but is not rostered to work or is unavailable, a Registered Nurse designated by the employer to act "in charge" is to be paid an allowance of \$11.57 for each shift

of ordinary hours worked unless that employee is already being paid a higher rate of pay for the performance of higher or special duties.

- (b) The allowance prescribed in this provision is not payable if a Clinical Nurse, Nurse Grade 6 or above, is "in-charge" of more than one unit/area and is rostered on duty. However, the appropriate professional standards will apply to ensure that the Clinical Nurse, Nurse Grade 6 or above, could exercise their "in-charge" responsibilities appropriately across the clinical units for which they are responsible.
- (c) The allowance prescribed in this provision is also payable to a Psychiatric Hospital employee where on one shift or more in respect of a vacant position or a position the occupant of which is on leave:
 - (i) a Registered Nurse relieves in a position of Clinical Nurse; or
 - (ii) a Clinical Nurse relieves in a position of Clinical Nurse Consultant, Nurse Unit Manager, Nurse Manager, Nurse Educator or Nurse Researcher.
- (d) The allowance prescribed in this provision to be paid as an hourly rate, based on a 7.6 day, and is to be taken into account for the purpose of calculating weekend penalties, overtime and public holidays only. The allowance is not to be included for calculating shift penalties, superannuation or leave entitlements.

13.17 Special payment - Eventide Homes and Psychiatric Hospitals

- (a) An Eventide Homes (Nurse Grade 1 to 4) and Psychiatric Hospital (Nurse Grade 1 to 8) employee is entitled to a special payment of \$18.40 per fortnight which is to operate for all purposes of this Award.
- (b) A Psychiatric Hospital (Nurse Grade 9 and above) employee is entitled to a special payment of \$19.30 per fortnight which is to operate for all purposes of this Award.

13.18 Targeted training allowance for Assistants in Nursing

A targeted training allowance of \$29.70 per fortnight, payable for all purposes of this Award, is to be paid to those Assistants in Nursing who have Certificate III qualifications and have been at paypoint 6 for 12 months or more.

13.19 Uniforms

- (a) The employer will supply free of charge, and replace on a fair wear and tear basis, an adequate number of uniforms appropriate to each employee's occupation that meet workplace health and safety standards.
- (b) The employer will ensure that the supply of nurses' uniforms will provide flexibility in the range of items supplied. Employees will be provided with a choice of different shirt styles and lower garments including, but not limited to: shirts, polos, shorts, culottes, trousers, pants, skirts and dresses.
- (c) The style of the uniforms will be determined by the employer after consultation with the Union/s.
- (d) In addition, the employer will provide to Eventide Homes (Nurse Grade 1 to 4) and all Psychiatric Hospital employees an overcoat of proper fit and good quality or reimburse the employee for the cost of such an overcoat.
- (e) Subject to clause 13.19(f) instead of the provision of uniforms, the employer will pay an allowance at the rate of \$268.25 per annum (\$10.28 per fortnight). The allowance is calculated

at the cost, from time to time, for an employee to purchase five each of the most expensive uniform upper and lower garments from a supplier approved by the employer.

- (f) A Biala employee is entitled to be paid a uniform allowance of \$12.20 per fortnight.
- (g) The allowances prescribed in clauses 13.19(e) and (f) will be paid each fortnight and will also be payable during periods of absence on sick, annual or other paid leave.
- (h) The employer will replace or reimburse to Eventide Homes (Nurse Grade 1 to 4) and all Psychiatric Hospital (Nurse Grade 1 to 8) employees the cost of private clothing which is damaged or destroyed in the discharge of duty where the employee is not supplied with uniforms or is required to wear private clothing while on duty.

13.20 X-ray and radium allowance - Public Hospitals

Any Director of Nursing, Nurse Grade 10 or registered nurse in a Public Hospital whose duty requires them to use or assist in using x-ray apparatus or radium is entitled to an additional \$20.50 per fortnight.

13.21 Adjustment of allowances

- (a) Other than the expense related allowances at clauses 13.7, 13.10, 13.13 and 13.19, Divisional and District parities at clause 13.4, and the allowances prescribed at clauses 13.2 and 13.15, respectively, all other allowances specified in clause 13 will be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) At the time of any adjustment to the wage rates in this Award, expense related allowances at clauses 13.7, 13.10, 13.13 and 13.19, respectively will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index (ABS Cat No. 6401.0)</u>
Laundry allowance (last adjusted 1 September 2014)	Clothing and footwear group
Motor vehicle allowance (last adjusted 1 September 2014)	Private motoring sub-group
Overtime meal allowance (last adjusted 1 September 2016)	Take-away and fast foods sub-group
Uniform allowance (last adjusted 1 September 2014)	Clothing and footwear group

14. Superannuation

- (a) Subject to Commonwealth legislation, all employers subject to this Award must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 5 - Hours of Work, Breaks, On Call, Overtime, Shift Work, Weekend Work

15. Hours of work

15.1 Employees other than Directors of Nursing and Assistant Directors of Nursing

- (a) Subject to clauses 15.2 and 15.3, the ordinary hours of work of employees 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 8 hours' duration worked and one day (also of 8 hours) to be taken as an ADO (with pay) in any 4 weekly work cycle; or
 - (ii) in shifts as required, not exceeding 10 hours and not less than 4 hours in duration, with the hours worked in excess of an average of 38 per week over a 4 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.
- (b) The ordinary working hours of employees other than Directors of Nursing and Assistant Directors of Nursing covered by this Award 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 5 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 4 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.

15.2 Directors of Nursing and Assistant Directors of Nursing

- (a) The usual hours of work for Directors of Nursing and Assistant Directors of Nursing are an average of 38 hours per week, 76 hours per fortnight or 152 hours in a 4 week period. However, to perform the job effectively, a Director of Nursing or an Assistant Director of Nursing may be required to work additional hours as appropriate.
- (b) Directors of Nursing and Assistant Directors of Nursing 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.

- (c) For Directors of Nursing, Nurse Grade 10, band 1 the rate of pay incorporates a loading of 15% to compensate such employees for on call, shift work, weekend, public holiday and overtime payments which would otherwise be claimable.
- (d) Directors of Nursing, Nurse Grade 10, band 1 are also entitled to an additional one week's annual leave per year in recognition of the extended spread of hours performed. This additional entitlement is reflected in the table in clause 19.2.

15.3 Twelve hour shift arrangements

- (a) Where the employer identifies a need to extend the shifts of ordinary hours of employees to support new models of care and/or changing health needs, it is to consult with the Union and the employees concerned. Introduction of 12 hour shifts will be implemented after agreement with the Union and a majority of the employees affected.
- (b) Prior to the commencement of a 12 hour shift arrangement, the parties are to establish a method for evaluation of the workability and effectiveness of the proposed shift arrangement. Such evaluation is to include, but is not to be limited to, consideration of the following factors:
 - (i) patient outcomes;
 - (ii) health and safety;
 - (iii) adverse incidents;
 - (iv) staff satisfaction;
 - (v) financial implications;
 - (vi) sick leave;
 - (vii) childcare implications;
 - (viii) effects on family and social life;
 - (ix) effects on work performance;
 - (x) effects/impacts upon other clinical units;
 - (xi) professional development;
 - (xii) communication;
 - (xiii) effects on management - recruitment and retention; and
 - (xiv) impact on other work units.
- (c) Employees working 12 hour shift arrangements will have the following conditions apply:
 - (i) participation in the 12 hour shift arrangements will be on a voluntary basis provided that an employee who does not wish to participate will be redeployed at the same classification level only if no reasonably practicable alternative to working the 12 hour shift is available and acceptable to the employee;
 - (ii) the maximum continuous ordinary hours to be worked in such circumstances will be 12 hours in any one day;

- (iii) employees who work a shift of 12 ordinary hours are entitled to one paid meal break and one unpaid meal break, each of 30 minutes' duration. The first meal break is to occur between the fourth and sixth hours and the second meal break is to occur during the ninth or tenth hours from the commencement of duty;
 - (iv) employees will be entitled to two 10 minute rest pauses in the first and second half of an ordinary 12 hour shift, to be taken at a time to suit the convenience of the employer'
 - (v) for occupational health and safety reasons an employee will not perform overtime immediately before or following a 12 hour shift of ordinary hours;
 - (vi) each employee will be allowed in each fortnight either:
 - (A) two blocks of three consecutive days off in each week; or
 - (B) two consecutive days off in one week and four consecutive days off in the other week; or
 - (C) where mutually agreed, three blocks of two consecutive days off,
 - (vii) an employee may work a maximum span of four 12 hour shifts where those shifts are a combination of:
 - (A) two day and two night shifts; or
 - (B) one day and three night shifts; or
 - (C) three days and one night,
 - (viii) where an employee works a combination of 8 and 12 hour shifts a maximum of 5 shifts in a row may be worked. This will include a minimum of two 8 hour shifts;
 - (ix) an employee who completes a 12 hour shift will be allowed a break of 10 hours between the termination of the 12 hour shift and the commencement of another shift; and
 - (x) a part-time employee may be rostered up to 12 ordinary hours on any one day.
- (d) The annual leave entitlements of an employee working 12 hour shift arrangements is recorded in clauses 19.1 and 19.2.

15.4 Integrated Mental Health Services arrangements

The following arrangements apply to Integrated Mental Health Service employees:

- (a) An Integrated Mental Health Service employee may be employed in any part of an Integrated Mental Health Service including the following settings:
 - (i) Public Hospital;
 - (ii) Psychiatric Hospital;
 - (iii) Public Service, such as a community health service; and
 - (iv) Corrective Services.

Participation of all employees in these settings is a mandatory condition of employment.

- (b) An Integrated Mental Health Service employee will receive entitlements under this Award in accordance with the setting, as described in clause 15.4(a), in which the employee works for greater than 50% of ordinary working hours.
- (c) If the period of time spent in the setting described in clause 15.4(b) should fall below 50% the employees' conditions of employment will be maintained for a period of 3 months after which time they will be employed in accordance with the conditions of employment for that work setting.
- (d) Where an Integrated Mental Health Service employee is transferred from one setting to another setting, the employer must consult with the employee and give consideration to the needs of the new setting and any change of entitlement under this Award arising from the transfer.
- (e) Where there is an extended hours arrangement in place, a paid meal break will be provided on afternoon, night, weekend and public holiday shifts. Meal breaks during other periods of work will be taken in accordance with clause 16.
- (f) To facilitate integration and provide opportunity for training and development, a registered nurse may work in a Community Health Service as part of an Integrated Mental Health Service. The inclusion of registered nurses in such a service will not affect the number of existing Clinical Nurse employees in that service.

15.5 Rostering

- (a) No employee will be rostered to perform ordinary duty for more than 10 consecutive days or shifts unless mutually agreed otherwise.
- (b) Each employee will be allowed two whole consecutive rostered days off in each week which are not to include accrued days off.
- (c) In lieu of two whole consecutive rostered days off in each week an employee may be allowed in each fortnightly period:
 - (i) one day off in one week and three consecutive days off in the other week; or
 - (ii) four consecutive days off at any point in the fortnight.
- (d) Two consecutive days off, one at the end of one week and one at the beginning of the following week, may be counted as meeting the requirements of clause 15.5(c).
- (e) Rosters setting out the employee's rostered days of duty and starting and finishing times on each day must be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each 4 weekly work cycle.
- (f) Notwithstanding the provisions of clause 15.5(e), a roster for accrued days off must be posted at least four weeks before the commencement of a four weekly work cycle.
- (g) For Biala employees rosters must be mutually agreed between the employer and the Union in consultation with the affected employees.

15.6 Rest breaks between rostered shifts

- (a) Subject to clause 15.6(b), an employee is to be allowed a rest break of not less than 10 hours between the termination of a shift of ordinary hours and the commencement of another shift of ordinary hours.
- (b) By agreement in writing between the employee and the employer, the break between shifts may be reduced to 8 hours.

- (c) Where the required break of 10 hours (or 8 hours by agreement in writing) has not occurred, the employee will be paid **double rates** until released from duty for 8 or 10 hours, as the case might be.
- (d) The provisions of this clause will apply in the case of a shift worker as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (iii) where a shift is worked by arrangement between employees themselves.
- (e) For the purpose of this clause **double rates** means single time in addition to the prescribed rate payable depending upon when the work is performed.

15.7 Change of leave days and of working shifts

- (a) Mutual changes of leave days and of working shifts will be permitted between similar classes of employees by the Director of Nursing or the delegated officer upon written application of the employees concerned if, in the opinion of the Director of Nursing or the delegated officer, the change is not detrimental to the effective carrying out of the proper function of an organisational unit.
- (b) The employer must give not less than 24 hours' notice of any change to the rostered hours of a Biala employee or double time will be payable for the next shift.
- (c) When an Eventide Homes (Nurse Grade 1 to 4) or Psychiatric Hospital (Nurse Grade 1 to 8) employee's shift is altered in emergency circumstances the employee must be notified as promptly as possible.

15.8 Change over of shifts - Eventide Homes and Psychiatric Hospitals

Eventide Homes (Nurse Grade 1 to 4) and all Psychiatric Hospital employees must work such time beyond the rostered shift as is necessary for the changing of shifts and will not receive extra payment for such time.

15.9 Payment for cancelled shifts - Eventide Homes and Psychiatric Hospitals

When an Eventide Homes (Nurse Grade 1 to 4) employee's or Psychiatric Hospital employee's rostered shift is cancelled by the employer with less than 24 hours' notice, the employee will be paid for 4 hours at the ordinary rate.

15.10 Extended hours of services - Public Service, Eventide Homes (Nurse Grade 5 and above) and Corrective Services employees

- (a) Where the employer identifies a need to extend the hours of services for Public Service, Eventide Homes (Nurse Grade 5 and above) or Corrective Services employees to support new models of care and/or changing health needs, consultation with the Union and the employees concerned will occur and an extended hours service arrangement will be entered into.
- (b) The annual leave entitlements of employees working extended hours of service arrangements are recorded in clauses 19.1 and 19.2.
- (c) The public holiday entitlements of employees working extended hours of service arrangements are recorded in clause 23.

- (d) A Public Service, Eventide Homes (Nurse Grade 5 and above) or Corrective Services employee who was employed as at 16 May 2003 pursuant to a contract of employment that expressly stipulates that the employee will not be required to work outside a particular arrangement of hours of work will not be required to participate in an extended hours of service arrangement inconsistent with that stipulation except by agreement between the employer and the employee concerned.

15.11 Shift work and weekend work

- (a) Afternoon shifts

- (i) An employee (excluding Assistants in Nursing referred to in clause 15.11(a)(ii), midwives participating in a caseload model of care and Directors of Nursing in receipt of an all inclusive salary) working an afternoon shift is to be paid an allowance of 12.5% for all ordinary hours worked, except for work performed on a Saturday, a Sunday or a public holiday, which is to be paid in accordance with clauses 15.11(d) and 23(a) and (b).
 - (ii) An Assistant in Nursing working an afternoon shift is to be paid an allowance of 15% for all ordinary hours worked, except for work performed on a Saturday, a Sunday or a public holiday, which is to be paid in accordance with clauses 15.11(d) and 23(a) and (b).

- (b) Night shifts

- (i) An employee (excluding Assistants in Nursing referred to in clause 15.11(b)(ii), midwives participating in a caseload model of care and Directors of Nursing receiving an all inclusive salary) working night shift is to be paid an allowance of 20% for all ordinary hours worked, except for work performed on a Saturday, a Sunday or a public holiday which is to be paid in accordance with clauses 15.11(d) and 23(a) and (b).
 - (ii) An Assistant in Nursing working a night shift is to be paid an allowance of 17.5% for all ordinary hours worked, except for work performed on a Saturday, a Sunday or a public holiday which is to be paid in accordance with clauses 15.11(d) and 23(a) and (b).

- (c) Limitation on night duty

- (i) Subject to clauses 15.11(c)(ii) and (iii), night duty must be limited to a period not exceeding 3 months at any one time, and any employee who has performed night duty continuously for a period of 3 months must not be again employed on night duty during the 6 months following such period.
 - (ii) Any employee may, by written agreement with the employer, be employed permanently on night duty.
 - (iii) Clause 15.11(c) does not apply to any employee classified as a Nurse Grade 6 and above.
 - (iv) Students in Nursing/Midwifery sitting for either hospital examinations or AHPRA examinations will not be required to perform night duty on the night before the examination day.

- (d) Weekend work

- (i) Afternoon and night shift allowances do not apply to shift work performed on a Saturday or on a Sunday, where the extra payments prescribed in clauses 15.11(d)(ii), (iii) and (iv) apply.
 - (ii) In respect of ordinary hours worked where the rostered starting and finishing times of a shift occur before and after midnight on a Friday, Saturday or Sunday night, the penalty rates to be paid are as follows:

Shift	Allowance
Friday night shift until midnight	Night shift allowance
Friday night shift after midnight	Saturday penalty rates
Saturday night shift until midnight	Saturday penalty rates
Saturday night shift after midnight	Sunday penalty rates
Sunday night shift until midnight	Sunday penalty rates
Sunday night shift <u>after</u> midnight	Night shift allowance

(iii) Saturday penalty rate:

All time worked by an employee up to and including 10 hours in any rostered shift of ordinary hours between 0000 and 2400 on a Saturday is to be paid at the rate of time and a-half.

(iv) Sunday penalty rate:

(A) Except for Assistants in Nursing, all time worked by an employee between 0000 and 2400 on a Sunday is to be paid at the rate of time and three-quarters.

(B) All time worked by Assistants in Nursing between 0000 and 2400 on a Sunday is to be paid at the rate of double time.

(v) Where more than 10 ordinary hours are worked in any one shift of ordinary hours on a weekend double time must be paid for all time in excess of 10 hours.

(vi) A casual employee's shift allowance must be calculated on the relevant wage rate exclusive of the casual loading. However, Sunday penalty payments include the casual loading.

16. Meal breaks

(a) All employees covered by this Award are entitled to a meal break of a minimum of 30 minutes duration as provided in the table below:

Relevant employees	Meal break
(i) <ul style="list-style-type: none"> Public Hospital; Public Service; Eventide Homes (Nurse Grade 1 to 4); and Corrective Services. 	Meal break unpaid (i.e. not included in ordinary hours of work)
(ii) <ul style="list-style-type: none"> Biala; Eventide Homes (Nurse Grade 5 and above); and all Psychiatric Hospital. 	Meal break paid (i.e. included in ordinary hours of work)

(b) Subject to clause 16(c), the meal break will be taken between the fourth and sixth hours of duty.

(c) No meal break will be taken by an employee on an ordinary rostered shift of six hour or less. However, a Public Hospital employee is entitled to a meal break unless it is agreed between the employer and employee that no meal break will be taken.

17. Rest pauses

(a) Every employee covered by this Award is entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses are to be taken

at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

- (b) The employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

18. Overtime

18.1 General provisions

- (a) This clause does not apply to:
 - (i) Directors of Nursing;
 - (ii) Assistant Directors of Nursing; and
 - (iii) midwives participating in a caseload model receiving an annualised salary.
- (b) Assistants in Nursing - Nurse Grade 1
 - (i) All authorised overtime worked by an Assistant in Nursing in excess of rostered ordinary hours of work Monday to Saturday, inclusive, is to be paid at the rate of time and a-half for the first 3 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 a-half.
 - (iv) In lieu of the provisions of clauses 18.1(b)(i), (ii) and (iii), all authorised overtime worked in excess of rostered ordinary hours by an Assistant in Nursing rostered to work shift work is to be paid at the rate of double time.
 - (v) A minimum payment as for 2 hours' work applies to overtime worked on a Saturday or Sunday.
 - (vi) The minimum payment prescribed in clause 18.1(b)(v) does not apply where such overtime is performed immediately preceding or following a normal rostered shift.
 - (vii) An Assistant in Nursing recalled to perform duty after completing an ordinary shift or on any ADO or rostered day off is to be paid at the appropriate overtime rate with a minimum payment as for 2 hours' work.
 - (viii) An Assistant in Nursing who is **not** a shift worker who is required to work on their first or third rostered day off will be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter, with a minimum payment as for 3 hours' work.
 - (ix) An Assistant in Nursing who is required to work on their second or fourth rostered day off will be paid at the rate of double time, with a minimum payment as for 3 hours' work.
- (c) All other nurses - Nurse Grade 2 to 8, 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 a-half for the first 3 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 a-half.
- (d) 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.

18.2 On call and recall

- (a) This clause does not apply to:
 - (i) Directors of Nursing, Nurse Grade 10, band 1; and
 - (ii) midwives participating in a caseload model receiving an annualised salary.
- (b) 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 the table below:

	AIN Nurse Grade 1	Nurse Grade 3 and above
Monday to Friday	\$21.81 per night ¹	\$21.81 per on call period between rostered shifts or part thereof
Saturday, Sunday, public holiday, rostered day off or ADO	\$39.94 where on call for the whole day ²	\$39.94 per on call period between rostered shifts or part thereof
	\$25.09 where on call for the night only	

Notes:

1. **night** means between 1700 and 0800 or mainly between these hours.
 2. **whole day** means a 24 hour period.
- (c) A Nurse Grade 3 and above 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.
 - (d) An employee placed 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.
 - (e) 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. An Assistant in Nursing will receive a further \$2.66 for each period on call in addition to the amount provided in clause 18.2(b).
 - (f) (i) An employee who is rostered on call and who is recalled to work for any purpose will be paid at the appropriate overtime rate for time worked as specified as below:
 - (A) An Assistant in Nursing will receive a minimum payment as for 2 hours' work, with time spent travelling to and from the place of duty counting as time worked;

- (B) a Nurse Grade 3 and above will receive a minimum payment as for 3 hours' work commencing from the time the employee starts work.
- (ii) However, the employee will not be required to work for the minimum payment period specified in clause 18.2(f)(i) 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.
- (g) 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.

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

- (a) This clause does not apply to:
 - (i) Directors of Nursing, Nurse Grade 10, band 1; and
 - (ii) midwives participating in a caseload model receiving an annualised salary.
- (b) A Nurse Grade 3 and above who is not rostered to be on call and who is recalled to work will be paid a minimum of 3 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 3 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 3 hours.
- (d) Where an employee is recalled within 3 hours of commencing normal duty and the employee remains at work:
 - (i) the employee will not be obliged to work for 3 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 3 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.

18.4 Rest breaks after overtime and recall

- (a) When overtime is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 hours off duty between successive shifts, including overtime.
- (b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, so that at least 10 consecutive hours off duty has not elapsed between those times, is to be released from duty until 10 consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, the employee is to be paid double rates until released from duty and is then entitled to be absent until 10 consecutive hours off duty have elapsed without loss of pay for ordinary working time occurring during that absence.
- (d) An employee entitled to on call or recall allowances under the Award will not be entitled to the additional payment of double rates prescribed in clause 18.4(c) if they are recalled for a total of less than 2 hours during an on call period. However, in accordance with clause 18.4(c), the employee remains entitled to be absent for 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.

18.5 On call, home visiting and telephone counselling: outreach service arrangements

- (a) This clause relates to registered nurses working in the specific area of the Paediatric Oncology Palliative Care Outreach Service (the Service), Children's Health Queensland Hospital and Health Service. The service includes:
 - (i) on call home visiting for the purposes of coordinating and providing direct nursing care; and
 - (ii) liaising with health professionals involved in the shared palliative care of clients.
- (b) A registered nurse, authorised to provide telephone advice and/or counselling outside ordinary working hours (without the need to visit the patient or return to the facility) is to be paid for the actual time spent providing telephone advice up to a maximum of 2 hours on any one day at the prescribed overtime rate. The employee will be responsible for the recording of such requests for advice for subsequent verification by the employer.
- (c) With specific authorisation and where clinical intervention is deemed necessary, a registered nurse may be authorised to provide an after hours home visit. Where such visit occurs, the employee will be paid at the appropriate overtime rate for actual hours worked.
- (d) Similar arrangements to those provided above may be extended to other services by agreement between the employer and a Union, in consultation with the affected employees.

PART 6 - Leave of Absence and Public Holidays

19. Annual leave

Annual leave is provided for in Division 3 of the QES. Clauses 19.1 to 19.9 supplement the QES.

19.1 Period of annual leave

- (a) All full-time employees covered by this Award are entitled to the following annual leave on full pay after 12 months' continuous service:

Relevant employees	Period of annual leave
(i) Public Hospital (excluding dental hospital and dental clinic)	190 hours/5 weeks (includes 38 hours in lieu of extra payment for work done on a public holiday)
(ii) Biala employees ordinarily required to work on a public holiday	190 hours/5 weeks (includes 38 hours in lieu of extra payment for work done on a public holiday)

Relevant employees	Period of annual leave
(iii) Employees ordinarily required to work on public holidays under extended hours service arrangements, restricted to: <ul style="list-style-type: none"> • Public Service; • Eventide Homes (Nurse Grade 5 and above); and • Corrective Services. 	190 hours/5 weeks (includes 38 hours in lieu of extra payment for work done on a public holiday)
(iv) <ul style="list-style-type: none"> • Eventide Homes (Nurse Grade 1 to 4); • all Psychiatric Hospital; • Dental hospital and dental clinic; and • employees not ordinarily required to work on a public holiday, restricted to: <ul style="list-style-type: none"> ○ Biala; ○ Public Service; ○ Eventide Homes (Nurse Grade 5 and above); and ○ Corrective Services. 	152 hours/4 weeks

19.2 Additional annual leave

- (a) In addition to the minimum amount of annual leave prescribed in clause 19.1, employees working in the workplaces/facilities in the table below are entitled to an additional 38 hours/1 week of annual leave:

Reason	Relevant employees	Eligibility requirement
(i) Continuous shift worker	<ul style="list-style-type: none"> • Public Hospital (including dental hospital and dental clinic); • Public Service; • Eventide Homes (Nurse Grade 5 and above); and • Corrective Services. 	Where a roster provides 3 shifts per day over a period of 7 days per week and an employee works all 3 shifts, allocated in rotation, and has worked at least 20 rostered night shifts each year.
	<ul style="list-style-type: none"> • Biala 	Where a roster provides 3 shifts per day over a period of 7 days per week and an employee works all 3 shifts, allocated in rotation.
	<ul style="list-style-type: none"> • Employees on 12 hours shift arrangements; and • FIFO employees. 	Where a roster provides 2 x 12 hour shifts per day over a period of 7 days per week and an employee works shifts allocated in rotation.
(ii) Locality	<ul style="list-style-type: none"> • Public Service; • Eventide Homes (Nurse Grade 5 and above); and • Corrective Services. 	Where the employee's headquarters is in the Northern and Western Region ¹ .
(iii) Continuous operation of facility	<ul style="list-style-type: none"> • Eventide Homes (Nurse Grade 1 to 4); and • all Psychiatric Hospital employees. 	Work in a facility which is in continuous operation and where a roster provides 3 shifts per day over a period of 7 days per week.
(iv) Extended spread of hours	<ul style="list-style-type: none"> • Director of Nursing, Nurse Grade 10 Band 1 	Director of Nursing, Nurse Grade 10 Band 1

Notes:

1. The **Northern and Western Region** consists of any part of the State **not** contained within the Southern and Eastern Region.
2. The **Southern and Eastern Region** consists of any part of the State, which is both -
 - (i) south of the 22nd parallel of south latitude; and
 - (ii) east of the 147° east longitude; but excluding the township of Moranbah.

19.3 Accumulation of annual leave

- (a) Subject to clause 19.3(b), all annual leave accumulates from year to year.
- (b) By mutual agreement between the employer and employee, Public Hospital and Biala employees may accumulate annual leave for a period not exceeding 2 years.

19.4 Calculation of annual leave pay - annual leave loading

- (a) All annual leave is to be paid in advance or as agreed by the employer and employee.
- (b) During a period of annual leave, each employee is to be paid their ordinary pay for the period of annual leave taken as well as the greater of the additional amount specified below:

Type of employee	Additional amount		
	Projected roster	or	Loading
(i) Non-continuous shift worker	The weekend and shift penalties the employee would have received had they not been on leave during the relevant period	or	17.5% of the employee's ordinary rate of pay on a maximum of 152 hours annual leave per year
(ii) Continuous shift worker	The weekend and shift penalties the employee would have received had they not been on leave during the relevant period	or	27.5% of the employee's ordinary rate of pay on a maximum of 190 hours annual leave per year
(iii) Non shift worker	Not applicable		17.5% of the employee's ordinary rate of pay on a maximum of 152 hours annual leave per year

- (c) For the purposes of calculating payment for annual leave, an Eventide Homes (Nurse Grade 1 to 4) or Psychiatric Hospital (Nurse Grade 1 to 8) employee in receipt of a rate of pay in excess of the ordinary rate of pay in the Award immediately prior to taking annual leave must be paid at that excess rate.

19.5 Taking annual leave

- (a) By mutual agreement between the employer and an employee leave may be taken in one or more parts, including single days.
- (b) When an employee takes annual leave, their leave accrual will be debited at a rate equivalent to the ordinary hours the employee would have worked had they not been on paid leave.

19.6 Annual leave at half pay

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

19.7 Compulsory Christmas/new year closure

- (a) All employees will have their annual leave entitlement debited by the number of working days between Christmas and New Year's Day, inclusive, when there is a compulsory closure of their usual place of work during the Christmas/New Year period.
- (b) An employee receiving an additional period of annual leave in accordance with clauses 19.2(a)(i) and (iii) will not be required to participate in a compulsory closure over the Christmas/New Year period.

19.8 Airfares - RANIP employees

- (a) A full-time RANIP employee is entitled to two return airfares per annum from their work location to the nearest east coast provincial city to be taken in conjunction with a period of paid annual leave. In addition, two return airfares per annum are to be provided for a spouse and dependent children of the employee.
- (b) A part-time RANIP employee is entitled to one return airfare per annum from their work location to the nearest east coast provincial city to be taken in conjunction with a period of paid annual leave. In addition, one return airfare per annum is to be provided for a spouse and dependent children of the employee.
- (c) Airfares are non-accruing and can only be used during each year of entitlement. Airfares are in addition to travel for professional development, as provided in clause 25.3.
- (d) When the employee does not have access to an airport with commercial services, the employee is entitled to the motor vehicle allowance prescribed in clause 13.10 for travel to the nearest airport with commercial services or east coast provincial city, whichever is closer.

19.9 Payment on termination

Where an employee's employment ends before the employee's annual leave has become due, the employee will receive a *pro rata* amount of annual leave on full pay.

20. Personal leave

- (a) Personal leave is provided for in Division 4 of the QES and covers:
 - (i) sick leave;
 - (ii) carer's leave;
 - (iii) bereavement leave; and
 - (iv) cultural leave.
- (b) In addition to the provisions of Subdivision 2 of Division 4 of the QES, an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (c) An employee may also elect, with the consent of the employer, to take annual leave for carer's leave purposes.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence of the illness that is acceptable to the employer.

21. Parental leave

- (a) Parental leave is provided for in Division 5 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child, or lesser period as approved by the employer, may request to work part-time or other flexible work arrangements.
- (d) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (e) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (f) If the position mentioned in clause 21(e) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (g) The employer must make a position to which the employee is entitled available to the employee.

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

22. Long service leave

- (a) Long service leave, including for casual employees, is provided for in Division 6 of the QES. Clauses 22(b), (c) and (d) supplement the QES.
- (b) Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) Employees who have completed 7 years continuous service are entitled to take long service leave on full pay or half pay.
- (d) Employees are entitled to a cash equivalent of long service leave in the following circumstances:

Specific circumstances	Minimum period of continuous service
Retrenchment	1
Ill health retirement	5
Retirement if 55 years or older	5
Death	5

Specific circumstances	Minimum period of continuous service
Termination except where termination is due to dismissal or career advancement	7
All other circumstances	10

23. Public holidays

- (a) Subject to clause 23(d), an employee who performs work on a public holiday as part of ordinary rostered hours will be paid at the rate prescribed in the table below for all hours worked:

Relevant employees	Labour Day Show Day Easter Saturday	All other public holidays
(i) <ul style="list-style-type: none"> Public Hospital (excluding dental hospital and dental clinic); Biala employees ordinarily required to work on public holidays; Directors of Nursing; and employees ordinarily required to work on public holidays under extended hours service arrangements, restricted to: <ul style="list-style-type: none"> Public Service; Eventide Homes (Nurse Grade 5 and above); and Corrective Services. 	Double and a half times (250%) the ordinary rate of pay	One and a half times (150%) the ordinary rate of pay
(ii) <ul style="list-style-type: none"> Dental hospital and dental clinic; Public Service; Eventide Homes (Nurse Grade 5 and above); Corrective Services; and employees not ordinarily required to work on a public holiday, restricted to: <ul style="list-style-type: none"> Biala; Public Service; Eventide Homes (Nurse Grade 5 and above); and Corrective Services. 	Double and a half times (250%) the ordinary rate of pay	Double and a half times (250%) the ordinary rate of pay
(iii) <ul style="list-style-type: none"> Eventide Homes (Nurse Grade 1 to 4); and all Psychiatric Hospital 	One and a half times (150%) the ordinary rate of pay	One and a half times (150%) the ordinary rate of pay
(iv) <ul style="list-style-type: none"> Casual employees 	Double and a half times (250%) the ordinary rate of pay	Double and a half times (250%) the ordinary rate of pay

- (b) Subject to clause 23(d), an employee who does not work on a public holiday will be paid as prescribed in the table below:

Relevant employees	Labour Day	Show Day Easter Saturday	All other public holidays
(i) <ul style="list-style-type: none"> Public Hospital (excluding dental hospital and dental clinic); Biala; and Directors of Nursing 	A full day's wage at the ordinary rate (100%) ^{1, 2}	A full day's wage at the ordinary rate (100%) where the employee would ordinarily be required to work on that day ^{1, 2}	A full day's wage at the ordinary rate (100%) where the employee would ordinarily be required to work on that day
(ii) <ul style="list-style-type: none"> Dental hospital and dental clinic; Public Service; Eventide Homes (Nurse Grade 5 and above); and Corrective Services. 	A full day's wage at the ordinary rate (100%)	A full day's wage at the ordinary rate (100%) where the employee would ordinarily be required to work on that day	A full day's wage at the ordinary rate (100%) where the employee would ordinarily be required to work on that day
(iii) <ul style="list-style-type: none"> Eventide Homes (Nurse Grade 1 to 4); and all Psychiatric Hospital. 	A full day's wage at the ordinary rate (100%) ³	A full day's wage at the ordinary rate (100%) ³	A full day's wage at the ordinary rate (100%) ³

Notes:

- Where the public holiday occurs during a period of annual leave and the employee is ordinarily required to work that day, an extra day must be added to the employee's annual leave.
- Where the public holiday falls on an employee's rostered day off and the employee would ordinarily be required to work on that day, the employee must be paid:
 - a full day's wage at the ordinary rate; or
 - a day's holiday in lieu; or
 - granted an additional day of annual leave.
- Any period of annual leave is exclusive of public holidays.

(c) For the purpose of this clause, **all other public holidays** include:

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

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

24. Jury service

Jury service is provided for in Division 8 of the QES.

25. Professional development

25.1 Seminar and conference leave

(a) Leave to attend and travel to and from an approved seminar or conference, both within and outside Australia, may be granted up to a maximum 5 working days on full pay per calendar year.

- (b) Leave does not accumulate from year to year.
- (c) Leave may be granted to attend more than one seminar or conference in any year up to the maximum amount of leave.

25.2 Professional development leave - Nurse Grade 3 and above

- (a) Subject to clause 25.3, an employee may be granted 3 days paid leave to attend approved professional development activities relevant to nursing and midwifery practice including:
 - (i) study support;
 - (ii) short courses; and
 - (iii) professional association events.
- (b) Professional development leave may be accumulated for 2 years.

25.3 Professional development leave - RANIP employees

- (a) In lieu of the entitlement in clause 25.2, a RANIP employee is entitled to a minimum of 2 weeks of paid leave per year to attend, and travel to and from, approved professional development activities.
- (b) Leave is to be taken at a time mutually agreed between the RANIP employee and the employer.
- (c) Leave does not accumulate from year to year.
- (d) A part-time RANIP employee is entitled to the same period of leave as a full-time employee. Leave will be paid on the basis of the employee's ordinary hours of work.

PART 7 - Transfers, Travelling and Working Away from Usual Place of Work

26. Transfer and appointment expenses

- (a) A Director of Nursing - Nurse Grade 10 and a RANIP employee is entitled to reasonable relocation and transfer expenses, including for the following purposes:
 - (i) to convey the employee and the employee's family and effects to the centre to which the employee is transferred or appointed;
 - (ii) to obtain temporary board and lodging; and
 - (iii) to meet other items of expenditure related to taking up duty.
- (b) A Public Hospital employee required to travel or transfer to take up an appointment away from their usual place of residence is allowed actual and reasonable travel expenses. If the employee uses a personal vehicle they are entitled to reimbursement of the motor vehicle allowance as prescribed in clause 13.10.

Note: Where a directive about travelling and relieving expenses or excess travel covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

27. Travelling and relieving expenses

An employee who is required to:

- (a) travel on official duty; or
- (b) take up duty away from the employee's usual place of work to relieve another employee; or
- (c) perform special duty,

is allowed actual and reasonable expenses for accommodation, meals and incidental expenses necessarily incurred by the employee.

Note: Where a directive about travelling and relieving expenses or international travelling relieving and living expenses covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

28. Transfer of employees - Public Service, Eventide Homes (Nurse Grade 5 and above) and Corrective Services employee

A Public Service, Eventide Homes (Nurse Grade 5 and above) and Corrective Services employee who has served for 3 years or more continuously in an office or offices in an isolated location shall be entitled to be transferred, without detriment, to some other position in a more favourable locality as soon as opportunity offers.

29. Fly in/fly out (FIFO) arrangements

- (a) An employee covered by this Award may be asked to become involved in fly in/fly out (FIFO) arrangements. No employee will be forced to become a FIFO employee.
- (b) A FIFO employee will be paid in accordance with the pay rates in clause 12.2 and will receive all of the other benefits and conditions contained in this Award.
- (c) The specific conditions of employment applicable to FIFO employees are as follows:
 - (i) FIFO employees will be required to work ordinary hours of up to 12 hours in any one day;
 - (ii) FIFO employees will work a four weekly work cycle as follows:
 - (A) a total of 152 ordinary hours in the first 14 consecutive days, including travel time to and from the workplace from home; and
 - (B) the second 14 consecutive days free from duty. The employee is entitled to travel home for this period.
 - (iii) Over the 4 weekly cycle, FIFO employees will be paid for ordinary hours on a fortnightly basis at the rate of 76 hours per fortnight.
- (d) Any time worked in excess of ordinary rostered hours will be paid at the appropriate overtime rate.
- (e) Employees engaged in FIFO arrangements will not be entitled to the remote area nursing incentive package (RANIP).
- (f) FIFO employees who work a shift of 12 ordinary hours are entitled to one paid meal break and one unpaid meal break, each of 30 minutes' duration during each 12 hour shift. The first meal

break to occur between the fourth and sixth hours and the second meal break to occur during the ninth and tenth hours from the commencement of duty.

- (g) FIFO employees will be entitled to two 10 minute rest pauses in the first and second half of an ordinary 12 hour shift to be taken at a time to suit the convenience of the employer.
- (h) All reasonable travel expenses related to the FIFO arrangements - including travel time to and from an employee's home, travel time to the workplace and accommodation and meals while travelling - will be met by the employer.
- (i) The employer will provide free board and lodging or, at its discretion, pay reasonable expenses for accommodation and meals to FIFO employees while at a FIFO workplace.
- (j) The annual leave entitlements of a FIFO employee are recorded in clauses 19.1 and 19.2.

30. Patient escorts

- (a) Where an employee is required to travel as an escort for a patient, and the employee is not required to stay away from home overnight, the employee will be paid:
 - (i) ordinary time during ordinary rostered hours; and
 - (ii) the appropriate overtime rate outside of ordinary rostered hours.
- (b) Where an employee is required to escort a patient and the employee is required to stay away from home overnight, the employee will be paid:
 - (i) ordinary time during the rostered ordinary hours; and
 - (ii) the appropriate overtime rate outside of ordinary rostered hours for all time the patient is under the employee's care.
- (c) When returning from an escort without a patient but required to stay away from home overnight, the employee will be paid a maximum of 12 hours out of every 24 at ordinary rates.
- (d) If returning home from a patient escort on a rostered day off, the employee will be granted an additional day off in lieu or an additional day will be added to the employee's annual leave entitlement.

31. Board, lodging and provision of meals

- (a) Where board and lodging are supplied to employees residing in employer accommodation, the employer is entitled to deduct the following amount from the employee's wage.
 - (i) For Public Hospital employees - \$51.70 per week.
 - (ii) For Eventide Homes (Nurse Grade 1 to 4) and all Psychiatric Hospital employees - \$16.50 per week.
- (b) Where employees are provided with accommodation only by the employer, the employer is entitled to deduct the following amount from the employee's wages:
 - (i) For Public Hospital employees - \$19 per week.
 - (ii) For Eventide Homes (Nurse Grade 1 to 4) and all Psychiatric Hospital employees - \$6 per week.

- (c) Where Eventide Homes (Nurse Grade 1 to 4) and all Psychiatric Hospital employees not living in employer accommodation are provided with meals by the employer, a deduction will be made from their wages at the rate of \$0.60 for each breakfast, \$0.75 for each lunch and \$0.75 for each dinner.

PART 8 - Training, Learning and Development

32. Training, learning and development

- (a) The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) Within each Hospital and Health Service, and relevant work area/unit in the Department, a consultative mechanism and procedure involving representatives of management, employees and public sector unions shall be established as determined by the employer, having regard to the size, structure and needs of the employer.
- (d) Following consultation the employer shall develop a learning and development strategy consistent with:
 - (i) the current and future needs of the employer;
 - (ii) the size, structure and nature of the operations of the employer;
 - (iii) the need to develop vocational skills relevant to the employer through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

PART 9 - Workplace Health and Safety Advisory Committee

33. Queensland Health Workplace Health and Safety Advisory Committee

- (a) A Queensland Health Workplace Health and Safety Advisory Committee has been established jointly with the Department and the public health sector unions which will continue to oversee progress on workplace health and safety issues.
- (b) Without limiting the issues which may be included, the parties agree to address the following issues:
 - (i) guidelines on security for health care establishments;
 - (ii) aggressive behaviour management;

- (iii) workplace stress;
- (iv) workplace bullying;
- (v) working off-site;
- (vi) workplace rehabilitation;
- (vii) workers compensation;
- (viii) management of ill or injured employees; and
- (ix) guidelines for work arrangements (including hours of work).

34. Personal protective appliances - Eventide Homes and Psychiatric Hospitals

An Eventide Homes (Nurse Grade 1 to 4) or Psychiatric Hospital (Nurse Grade 1 to 8) employee required to attend post-mortem examinations and infectious cases will be provided with the necessary protective appliances. All employees will be supplied with appropriate materials as required to maintain relevant and appropriate infection control procedures.

PART 10 - Union Related Matters

35. Union encouragement

- (a) The parties recognise 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.
- (b) An application for Union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant Union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss Union membership with new employees.

36. Union delegates

- (a) The parties acknowledge the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

37. Industrial relations education leave

- (a) Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the employer, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the employer, the relevant Union and the employee.
- (d) Upon request and subject to approval by the employer, employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and Australian Council of Trade Unions Congress.
- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the Hospital and Health Service/work unit concerned. At the same time, such leave shall not be unreasonably refused.
- (f) At the discretion of the employer, employees may be granted special leave without pay to undertake work with their Union.

38. Right of entry

- (a) Authorised industrial officer
 - (i) An 'authorised industrial officer' is any Union official holding a current authority issued by the Industrial Registrar.
 - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.
- (b) Entry procedure
 - (i) An authorised industrial officer may enter a workplace at which the employer carries on a calling of the officer's organisation, during the employer's business hours to exercise a power under section 373 of the Act as long as the authorised industrial officer:
 - (A) has notified the employer or the employer's representative of the officer's presence; and
 - (B) produces their authorisation, if required by the employer or the employer's representative.
 - (ii) Clause 38(b)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace is present.
 - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

- (iv) If the authorised industrial officer does not comply with a condition of clause 38(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
 - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
 - (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - (A) is ineligible to become a member of the authorised industrial officer's Union; or
 - (B) has made a written request to the employer that they do not want their record inspected.
 - (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
 - (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- (d) Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

 - (i) matters under the Act during working or non-working time; and
 - (ii) any other matter with a member or employee eligible to become a member of the Union, during non-working time.
- (e) Conduct
 - (i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers.
 - (ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

Note: Clause 38 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

PART 11 - Workload Management

39. Workload management - Business Planning Framework (BPF)

39.1 Overview

- (a) The Business Planning Framework (BPF): a tool for nursing workload management, and any agreed variations, is the tool for managing nursing and midwifery resources and workload management. The BPF is the agreed methodology for the resolution of disputes regarding

workload and safe staffing levels. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and midwives as being safe.

- (b) The business planning approach to nursing/midwifery resource management focuses on achieving a balance between service demand and the supply of nursing resources necessary to meet the identified demand.
- (c) The service profile will detail hours per patient day (or occasions of service where relevant) in each clinical unit and will be varied in accordance with changing acuity and activity. Notional, ward/unit based nurse:patient ratios will be defined. Patient safety and sustainable workloads will be the guiding principles in defining the nursing/midwifery hours required.
- (d) The BPF will be used daily to identify minimum, consistent and enforceable nursing/midwifery hours per patient day (or per occasion of service) for clinical units on a shift by shift basis.
- (e) A maximum number of available beds per clinical unit will be calculated by reference to the rostered productive hours and the Nursing Hours per Patient Day (NHPPD) for the clinical unit on any particular day.
- (f) Bed availability will be defined at the clinical unit level in accordance with the productive nursing hours available.
- (g) Any bed closure will occur within the context of the integrated bed management arrangements of the facility.
- (h) Training in the application of the BPF will be provided to develop specialists in the application of the tool across all facilities under the guidance of a dedicated project officer.

39.2 Nursing Workload Committee

The Department and each Hospital and Health Service will establish a joint employer/Union workloads committee (a Steering Committee or Nursing Consultative Forum can be agreed alternatives) to deal with issues of nursing/midwifery workload management. The committee or consultative forum will provide specialist advice, training and workload management review in relation to the local application of the tool and with grievances or disputes relating to its application.

39.3 Nursing workloads grievance procedure

Any concern, grievance or dispute relating to nursing workload will be resolved by following the steps set out below. Any nurse/midwife, management or Union representative may raise a grievance or dispute under this procedure.

(a) Step 1

If a concern or grievance is raised regarding a staffing issue it is to first be raised at a ward/unit level with the Grade 7 nurse responsible for ensuring that the BPF has been correctly applied. The discussion should take place within 24 hours.

(b) Step 2

If the grievance cannot be resolved at Step 1, the matter must be taken to the officer designated as the Nurse Executive (that is, Nursing Director - Nurse Grade 9 and above, depending on the nursing executive structure of the facility).

(c) Step 3

If the matter is still unable to be resolved at Step 2, it should be referred to the Workload Management Committee/Steering Committee/Nursing Consultative Forum for advice and recommendation. The matter should be referred to the next immediate meeting of the Committee/Forum. It would be expected that the Director of Nursing and the responsible Union official would then confer on the recommendations, and that suitable action would be taken to resolve the grievance.

(d) **Step 4**

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

- (i) a nurse management nominee; and
- (ii) a Union nominee.

Both the nurse management nominee and the Union nominee must be a nurse trained in the application of the BPF.

(e) **Step 5**

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

Schedule 1 - Work areas/units included in Department of Health, as at 30 November 2015

- Office of the Director-General;
- Clinical-Excellence Division;
- Corporate Services Division;
- Healthcare Purchasing and System Performance Division;
- Prevention Division;
- Strategy, Policy and Planning Division;
- Queensland Ambulance Service;
- Health Support Queensland; and
- eHealth Qld.

Schedule 2 - Generic Level Statements

S2.1 Introduction

- (a) All nursing and midwifery positions must use the titles as listed within the generic level statements. Descriptors may be added to the title to provide more detail of what the position entails, for example, Nurse Unit Manager - Oncology, ADON - Quality, etc. Nursing may include nursing and midwifery.
- (b) Service levels provided within a facility, as determined by the Queensland Health Clinical Services Capability Framework, are utilised as a criterion to assist determine the band levels for nursing positions classified at Grade 9 and above.

S2.2 Definitions

In service training means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the employer. These activities should contribute to an employee's professional development and efficiency by:

- (a) the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or
- (b) reducing the degree of direct supervision required by the employee; and/or
- (c) enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

Supervision means, subject to the regulations and/or by-laws of AHPRA, the oversight, direction, instruction, guidance and/or support provided to an employee by a registered nurse or midwife. The registered nurse or midwife is responsible for ensuring such an employee is not placed in situations where they would be required to function beyond the employee's preparation and competence.

Specifically:

- (a) **direct supervision** means the employee works side by side continuously with a registered nurse/midwife responsible for observing and directing the employee's activities in circumstances where, in the judgement of the registered nurse/midwife such an arrangement is warranted in the interests of safe and/or effective work practice;
- (b) **indirect supervision** means such other supervision provided to an employee assuming responsibility for functions delegated by a registered nurse/midwife, in circumstances where, in the judgement of the registered nurse/midwife accountable for such delegation, direct supervision of the employee is not required.

S2.3 Assistant in Nursing, Nurse Grade 1

- (a) An **Assistant in Nursing** is an employee appointed to that classification which covers work, under the direction and supervision of a registered nurse by an employee who is required to assist in the performance of nursing duties.
- (b) An Assistant in Nursing:
 - (i) works under the direction and supervision of a registered nurse by assisting with the care of residents/patients as delegated by the registered nurse;

- (ii) performs a range of duties which require basic skills, training or experience;
- (iii) works within a multidisciplinary team and demonstrates an understanding of the mission and values of the organisation;
- (iv) demonstrates a commitment to personal and professional development and ensures that skills and knowledge relating to work remain current; and
- (v) contributes to the residents'/patients' care needs by:
 - (A) gathering information about resident/patient care needs by observing the resident/patient and reporting to the registered nurse to assist the registered nurse to assess, plan and evaluate care;
 - (B) performing and reporting procedures as delegated by the registered nurse;
 - (C) assisting with the residents'/patients' personal hygiene and appearance;
 - (D) contributing to and maintaining the residents'/patients' care environment; and
 - (E) contributing to the maintenance of a safe and secure environment for residents/patients and staff.
- (c) An Assistant in Nursing will be engaged at Nurse Grade 1, paypoint 1 and progress to paypoint 2 in accordance with clause 12.4 of this Award. An Assistant in Nursing must hold a relevant Certificate III to progress to paypoint 3.
- (d) An Assistant in Nursing who holds a relevant Certificate III will progress to paypoint 3 and all further paypoints in accordance with clause 12.4 of this Award.
- (e) Where an Assistant in Nursing has more than 12 months at paypoint 2 and obtains a relevant Certificate III, the employee will progress to paypoint 3 from the date of the approval of the qualification.
- (f) **Assistant in Nursing - Central Sterilising Supply Department (CSSD)**
 - (i) An Assistant in Nursing - CSSD is an employee engaged in the CSSD, who has completed a 12 month course in CSSD and who is not enrolled on the AHPRA Register of Practitioners.
 - (ii) An Assistant in Nursing - CSSD will be engaged at Nurse Grade 3, paypoint 1.
 - (iii) An Assistant in Nursing - CSSD will progress to Nurse Grade 3 paypoint 2 and Nurse Grade paypoint 3 in accordance with clause 12.4 of this Award. An Assistant in Nursing - CSSD will not progress beyond Nurse Grade 3, paypoint 3.

S2.4 Student in Nursing/Midwifery, Nurse Grade 2

- (a) A **Student in Nursing/Midwifery** is a student of nursing or midwifery undertaking study and is in the second semester of second year or the final year of their university pre-registration nursing or midwifery qualification accredited by AHPRA.
- (b) A **Student in Nursing/Midwifery**:
 - (i) works under the direct or indirect supervision of a registered nurse/midwife by assisting with the care of residents/patients as delegated by the registered nurse/midwife;

- (ii) performs a range of duties commensurate with the level of training and assessed competencies;
- (iii) works within a multidisciplinary team and demonstrates an understanding of the mission and values of the organisation;
- (iv) contributes to the residents'/patients' care needs; and
- (v) is working towards obtaining nursing or midwifery qualifications which will lead to registration with AHPRA.

S2.5 Enrolled Nurse, Nurse Grade 3

(a) Enrolled Nurse

- (i) An **Enrolled Nurse** is an employee:
 - (A) whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than a registered nurse; and
 - (B) who appears on the AHPRA Register of Practitioners and holds a current practising certificate as an Enrolled Nurse.
- (ii) An Enrolled Nurse will be engaged at paypoint 2 subject to the recognition of previous service provisions at clause 12.5 of this Award.

(b) Enrolled Nursing Candidate/Re-entry

- (i) An employee who is a former Enrolled Nurse who has been absent from nursing for a period of five years or more and who no longer appears on the AHPRA Register of Practitioners, and is undertaking an Enrolled Nurse re-entry course approved by NMBA, will be engaged at paypoint 1.
- (ii) The employee will remain at paypoint 1 during the period of training until the employee appears on the AHPRA Register of Practitioners and holds a current practising certificate as an Enrolled Nurse.
- (iii) The employee works under the direct or indirect supervision of a registered nurse by assisting with the care of residents/patients as delegated by the registered nurse.
- (iv) Once the employee has gained registration as an Enrolled Nurse, all service including the period of training will be recognised.

S2.6 Enrolled Nurse (Advanced Practice), Nurse Grade 4

- (a) An Enrolled Nurse (Advanced Practice) is an Enrolled Nurse appointed to that classification which covers work by an employee and who demonstrates advanced practice within each of the following 4 domains:
 - (i) Care Delivery/Clinical Responsibilities - The Enrolled Nurse (Advanced Practice) will demonstrate a greater depth of knowledge and experience, and more effective integration of theory to practice. The Enrolled Nurse (Advanced Practice) provides care at an advanced level under supervision of a registered nurse and in accordance with the NMBA National framework for the development of decision making tools for nursing and midwifery practice. This would include ability to practise more autonomously with supervision by the registered nurse being more often indirect rather than direct. The

Enrolled Nurse (Advanced Practice) would also collaborate with the registered nurse in the development of nursing care plans and the provision of nursing care to complement the registered nurse role.

- (ii) **Learning and Inquiry** - The Enrolled Nurse (Advanced Practice) will demonstrate performance that enhances professional development. This will include initiation of an ongoing professional development program for self, involvement in peer review and participation in activities related to the enhancement of context specific practice. The Enrolled Nurse (Advanced Practice) will also contribute to clinical research at a unit level and contribute to and support the implementation of evidence-based practice.
- (iii) **Leadership Responsibilities** - In the demonstration of leadership responsibilities, the Enrolled Nurse (Advanced Practice) will act as a role model within the health care team. This would include contributing to the development, implementation and review of ward/service business plans. The Enrolled Nurse (Advanced Practice) will also provide support and direction, within their level of competence, to other enrolled nurses and assistants in nursing. The Enrolled Nurse (Advanced Practice) may also take responsibility for unit activities other than direct patient care for example, workplace health and safety officer and manual handling coordinator.
- (iv) **Networks, Partnerships and Teamwork Responsibilities** - The role requires the Enrolled Nurse (Advanced Practice) to demonstrate sound and effective communication skills with members of the health team, patients, families, visitors and staff from other agencies.

S2.7 Registered Nurse, Nurse Grade 5

(a) Registered Nurse

- (i) A **Registered Nurse** is a nurse licensed to practise nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse appears on the AHPRA Register of Practitioners and holds a current practising certificate.
- (ii) The degree of expertise will increase as the Registered Nurse advances through this grade.
- (iii) The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.
- (iv) A Registered Nurse will be engaged at paypoint 1 subject to the recognition of previous service provisions at clause 12.5 of this Award.

(b) Responsibilities:

- (i) The Registered Nurse provides nursing care based on the NMBA National competency standards for the Registered Nurse, to a group of patients/clients in collaboration with other health service providers.
- (ii) These NMBA National competency standards are grouped into 4 domains:
 - (A) **Professional Practice** - A Registered Nurse demonstrates a satisfactory knowledge base, accountability for practice, functioning in accordance with legislation affecting nursing, and the protection of patients'/clients' rights.
 - (B) **Critical Thinking and Analysis** - A Registered Nurse undertakes self-appraisal, and professional development and recognises the value of evidence and research for practice. Reflecting on practice, feelings and beliefs and the consequences of these for patients/clients, is considered an important professional benchmark.

- (C) Provision and Coordination of Care - A Registered Nurse is required to assess patients/clients, as well as plan, implement and evaluate their care.
- (D) Collaborative and Therapeutic Practice - Competencies are essential for establishing and sustaining the nurse/patient relationship. It integrates the maintenance of safety, skills in interpersonal and therapeutic relationships, and communication as well as organisational skills to ensure the provision of care. It also includes the ability to interact with other members of the health care team.

(c) **Registered Nursing Candidate/ Re-entry:**

- (i) An employee who is a former Registered Nurse who has been absent from nursing for a period of five years or more and who no longer appears on the AHPRA Register of Practitioners, and is undertaking a Registered Nurse re-entry course approved by the NMBA, will be engaged on the re-entry paypoint.
- (ii) The employee will remain on the re-entry paypoint during the period of training until the employee appears on the APHRA Register of Practitioners and holds a current practising certificate as a Registered Nurse.
- (iii) The employee works under the direct or indirect supervision of a registered nurse by assisting with the care of residents/patients as delegated by the registered nurse;
- (iv) Once the employee is deemed competent, all service including the period of training will be recognised.

S2.8 Midwife, Nurse Grade 5

(a) **Midwife**

- (i) A **Midwife** is an employee who has attained a sole undergraduate degree in midwifery and appears on the APHRA Register of Practitioners as a midwife.
- (ii) A Midwife is licenced by APHRA to practise midwifery without supervision and assumes accountability and responsibility for own actions and acts to rectify unsafe midwifery practice and/or unprofessional conduct.
- (iii) The degree of expertise will increase as the Midwife advances through this grade.
- (iv) A Midwife will be engaged at paypoint 1 subject to the recognition of previous service provisions at clause 12.5 of this Award.

(b) **Responsibilities:**

- (i) A Midwife provides care based on the NMBA National competency standards for the Midwife, to a group of clients in collaboration with other health service providers.
- (ii) The NMBA National competency standards are grouped into 4 domains:
 - (A) Legal and professional practice - This domain contains the competencies that relate to legal and professional responsibilities including accountability, functioning in accordance with legislation affecting midwifery and demonstration of leadership.
 - (B) Midwifery knowledge and practice - This domain contains the competencies that relate to the performance of midwifery practice including assessment, planning,

implementation and evaluation. Partnership with the women is included in this domain.

- (C) Midwifery as primary health care - This domain contains the competencies that relate to midwifery as a public health strategy. Included are the notions of self-determination and the protection of individual and group rights.
- (D) Reflective and ethical practice - This domain contains the competencies relating to self-appraisal, professional development and the value of research.

(c) **Midwife Candidate /Re-entry:**

- (i) An employee who is a former Midwife who has been absent from nursing for a period of five years or more and who no longer appears on the AHPRA Register of Practitioners, and is undertaking a Midwifery re-entry course approved by the NMBA, will be engaged on the re-entry paypoint.
- (ii) The employee will remain on the re-entry paypoint during the period of training until the employee appears on the APHRA Register of Practitioners and holds a current practising certificate as a Midwife.
- (iii) The employee works under the direct or indirect supervision of a midwife by assisting with the care of women as delegated by the midwife;
- (iv) Once the employee is deemed competent all service, including the period of training, will be recognised.

S2.9 Clinical Nurse/Midwife, Nurse Grade 6

- (a) A **Clinical Nurse/Midwife** means a registered nurse or midwife who is appointed as such.
- (b) The Clinical Nurse/Midwife role requires a broad, developing knowledge in professional nursing issues and a sound specific knowledge base in relation to a field of practice.
- (c) The Clinical Nurse/Midwife assumes accountability and responsibility for own actions and acts to rectify unsafe nursing or midwifery practice and/or unprofessional conduct.
- (d) A Clinical Nurse/Midwife is responsible for a specific client population and is able to function in more complex situations while providing support and direction to a registered nurse/midwife, non-registered nursing personnel and other health workers.
- (e) The Clinical Nurse/Midwife identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.
- (f) The Clinical Nurse/Midwife is able to demonstrate the following:
 - (i) advanced level clinical skills and problem-solving skills;
 - (ii) expert planning and coordination skills in the clinical management of patient care;
 - (iii) ability to work without a collegiate/team structure;
 - (iv) contribution to the quality and safety standards within the service; and
 - (v) contribution to professional practice related to area of expertise.
- (g) Responsibilities:

- (i) provides nursing or midwifery care to a group of patients/clients;
- (ii) acts as a role model for registered nurses, midwives and non-registered care staff in the provision of holistic patient/client care; and
- (iii) takes additional responsibility which clearly differentiates the role from that of the registered nurse/midwife.

S2.10 Nurse Grade 6-7A

- (a) A registered nurse/midwife may be appointed to an associate position as identified below.
- (b) Specific responsibilities of each of these associate positions may include, but are not limited to, the following:
 - (i) contributes to the integration of key objectives from the strategic plan (facility/division, clinical service) into service delivery for a clinical unit/departments;
 - (ii) coordinates implementation of policies relating to the provision of nursing care or speciality services which includes integration of patient care across the continuum of care (inpatient and ambulatory care);
 - (iii) supports the operationalisation of strategies (across a facility/division/clinical service) for a work-based culture that promotes education, learning, research and workforce development;
 - (iv) develops and supports the implementation of education and research initiatives at the unit/division/clinical services/facility level; and
 - (v) contributes to the integration of the strategic direction and priorities for quality improvement into a clinical service that establishes a quality framework which confirms/supports the direction a nursing service will take; and assists in the management of change at a local level.

(c) Associate Clinical Nurse/Midwife Consultant:

An Associate Clinical Nurse/Midwife Consultant is a registered nurse/midwife who is accountable at an advanced practice level for contributing to the coordination of clinical practice delivered in a clinical specialty and who:

- (i) applies specialised nursing/midwifery knowledge relevant to area of professional practice;
- (ii) demonstrates sound knowledge of contemporary nursing/midwifery practice and theory;
- (iii) participates directly or indirectly in the delivery of clinical care to individuals/groups;
- (iv) ensures clinical practice is evidence-based to facilitate positive patient outcomes; and
- (v) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(d) Associate Nurse/Midwife Unit Manager

An Associate Nurse/Midwife Unit Manager is a registered nurse/midwife who is accountable at an advanced practice level for contributing to the coordination of clinical practice and the provision of human and material resources in a specific patient/client area and who:

- (i) has ability to support the leadership of a nursing/midwifery team in a multidisciplinary environment utilising the principles of contemporary human, material and financial resource management;
- (ii) demonstrates sound knowledge of contemporary nursing/midwifery practice and theory;
- (iii) participates directly or indirectly in the delivery of clinical care to individuals/groups;
- (iv) ensures clinical practice is evidence-based to facilitate positive patient outcomes; and
- (v) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(e) **Associate Nurse Manager:**

An Associate Nurse Manager is a registered nurse who is accountable at an advanced practice level for contributing to the provision of human and material resources either supporting a division or a specific patient/client area or systems or service and who:

- (i) provides nursing expertise in a specialist area of nursing management (for example: patient flow, informatics, after hours nurse management);
- (ii) demonstrates sound knowledge of contemporary nursing practice and theory;
- (iii) integrates the principles of contemporary human, material and financial resource management into service delivery; and
- (iv) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(f) **Associate Nurse/Midwife Educator:**

An Associate Nurse/Midwife Educator is a registered nurse/midwife who is accountable at an advanced practice level contributing to the design, implementation and assessment of nursing education programs, managing educational resources and providing nursing/midwifery expertise relating to educational issues within a nursing/midwifery service/division/facility/Hospital and Health Service and who:

- (i) integrates the principles of contemporary nurse/ midwifery education into nursing practice;
- (ii) demonstrates sound knowledge of contemporary nursing/ midwifery practice and theory; and
- (iii) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(g) **Associate Nurse/Midwife Researcher:**

An Associate Nurse/Midwife Researcher is a registered nurse/midwife who is accountable at an advanced practice level for contributing to the development, coordination, implementation and evaluation of nursing/ midwifery research projects/programs to ensure clinical practice within the designated area is evidence-based and who:

- (i) ensures the principles of contemporary research are integrated into nursing/ midwifery practice;

- (ii) demonstrates sound knowledge of contemporary nursing/ midwifery practice and theory; and
- (iii) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

S2.11 Nurse Grade 7

- (a) A registered nurse/midwife may be appointed to an advanced practice position as identified below.
- (b) Specific leadership roles and responsibilities of each of these advanced practice positions may include, but are not limited to, the following:
 - (i) integrates key objectives from the strategic plan (facility/division, clinical service) into service delivery for a clinical unit/departments;
 - (ii) overall coordinates, formulates and directs policies relating to the provision of nursing/ midwifery care or speciality services which includes integration of patient care across the continuum of care (inpatient and ambulatory care);
 - (iii) operationalises the strategies (across a facility/division/clinical service) for a work-based culture that promotes and supports education, learning, research and workforce development;
 - (iv) implements education and applies research initiatives at the unit/division/clinical services/facility level;
 - (v) integrates the strategic direction and priorities for quality improvement into a clinical service that establishes a quality framework which confirms/supports the direction a nursing/ midwifery service will take; and
 - (vi) manages change at a local level.

(c) Clinical Nurse/Midwife Consultant:

A **Clinical Nurse/Midwife Consultant** is a registered nurse/midwife who is accountable at an advanced practice level for the coordination of clinical practice delivered in a clinical specialty and who:

- (i) applies specialised nursing/ midwifery knowledge relevant to an area of professional practice;
- (ii) demonstrates sound knowledge of contemporary nursing/ midwifery practice and theory;
- (iii) participates directly or indirectly in the delivery of clinical care to individuals/groups;
- (iv) ensures clinical practice is evidence-based to facilitate positive patient outcomes; and
- (v) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(d) Nurse/Midwife Unit Manager:

A **Nurse/Midwife Unit Manager** is a registered nurse/midwife who is accountable at an advanced practice level for the coordination of clinical practice and the provision of human and material resources in a specific patient/client area and who:

- (i) has ability to lead a nursing/ midwifery team in a multidisciplinary environment utilising the principles of contemporary human, material and financial resource management;
- (ii) demonstrates sound knowledge of contemporary nursing/ midwifery practice and theory;
- (iii) participates directly or indirectly in the delivery of clinical care to individuals/groups;
- (iv) ensures clinical practice is evidence-based to facilitate positive patient outcomes; and
- (v) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(e) **Nurse Manager:**

A **Nurse Manager** is a registered nurse who is accountable at an advanced practice level for the provision of human and material resources either supporting a division or a specific patient/client area or systems or service and who:

- (i) provides nursing expertise in a specialist area of nursing management (for example: patient flow, informatics, after hours nurse management);
- (ii) demonstrates sound knowledge of contemporary nursing practice and theory;
- (iii) integrates the principles of contemporary human, material and financial resource management into service delivery; and
- (iv) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(f) **Nurse/Midwife Educator:**

A **Nurse/Midwife Educator** is a registered nurse/midwife who is accountable at an advanced practice level for the design, implementation and assessment of nursing/ midwifery education programs, managing educational resources and provides nursing/ midwifery expertise relating to educational issues within a nursing/ midwifery service/division/facility/Hospital and Health Service and who:

- (i) integrates the principles of contemporary nurse/ midwifery education into nursing practice;
- (ii) demonstrates sound knowledge of contemporary nursing/ midwifery practice and theory; and
- (iii) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

(g) **Nurse/Midwife Researcher:**

A **Nurse/Midwife Researcher** is a registered nurse/midwife who is accountable at an advanced practice level for the development, coordination, implementation and evaluation of nursing/ midwifery research projects/programs to ensure clinical practice within the designated area is evidence-based and who:

- (i) ensures the principles of contemporary research are integrated into nursing/ midwifery practice;

- (ii) demonstrates sound knowledge of contemporary nursing/ midwifery practice and theory; and
- (iii) has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

S2.12 Nurse Practitioner, Nurse Grade 8

- (a) A **Nurse Practitioner** is a registered nurse appointed to that position and who has been endorsed to practise as a Nurse Practitioner by AHPRA.
- (b) A Nurse Practitioner is educated to function autonomously and collaboratively in an advanced and expanded (or extended) clinical role. The role includes assessment and management of clients using nursing knowledge and skills and may include, but is not limited to:
 - (i) the direct referral of clients to other health care professionals;
 - (ii) prescribing medications; and
 - (iii) ordering diagnostic investigations.

S2.13 Assistant Director of Nursing or Nursing Director, Nurse Grade 9

- (a) An **Assistant Director of Nursing or Nursing Director** is a registered nurse who demonstrates clinical and management expertise.
- (b) The Assistant Director of Nursing or Nursing Director is responsible for the overall planning, coordination, formulation and direction of policies relating to the provision of health care and the development of partnership models and strategies to support undergraduate and postgraduate education and research in the workplace.
- (c) In addition, the Assistant Director of Nursing or Nursing Director may be responsible for the provision of human and material resources for a clinical division and/or an assigned number of clinical units within a Hospital and Health Service or Division and who:
 - (i) demonstrates expert and comprehensive knowledge of contemporary nursing practice;
 - (ii) designs, develops and implements innovative standards relating to improving facility/divisional performance;
 - (iii) demonstrates expertise in leadership. Specific leadership roles and responsibilities may include, but are not limited to, the following:
 - (A) participation in the development and integration of key objectives from the health service strategic plan into service delivery for a Hospital and Health Service and/or facility and/or division;
 - (B) participation in the development of strategies and policies on nursing/patient care and related service delivery issues across the health service and/or a division within a community and/or aged care health service;
 - (C) participation in the development of a strategy for a work-based culture that promotes and supports education, learning, research and workforce development;
 - (D) provision of strategic direction and priorities for quality improvement in a clinical service that establishes a quality framework which confirms/supports:

- (a) the direction a nursing service (health service/facility) will take; and
 - (b) management of change at a facility/divisional level.
- (iv) demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include, but are not limited to, the following:
 - (A) implementation of the human resources framework across a facility and/or division and/or community and/or aged care health service and identification of opportunities to realise enhanced performance, recruitment and retention of nurses and career succession planning;
 - (B) responsibility for functional planning for capital works and asset equipment at a facility and/or division and/or community and/or aged care health service program/service level;
 - (C) coordination of the use of equipment and material resources across a facility and/or division and/or community and/or aged care health service; and
 - (D) accountable or jointly accountable for the operational budget for a facility and/or division and/or community and/or aged care health service.

S2.14 Director of Nursing, Nurse Grade 10

- (a) May also be titled Director of Nursing - Facility Manager where relevant.
- (b) A **Director of Nursing** is a registered nurse who demonstrates expertise in clinical practice and management.
- (c) The Director of Nursing is responsible for the activities of the nursing service in a facility and contributes to the development of facility policy.
- (d) The Director of Nursing is accountable for nursing practice within a facility, leadership of the nursing service, effective coordination of resources and the development of health strategies (in collaboration with others) and who:
 - (i) demonstrates expert and comprehensive knowledge of contemporary nursing practice;
 - (ii) demonstrates expertise in strategic leadership. Specific leadership roles and responsibilities may include, but are not limited to, the following:
 - (A) development of a strategic approach to the integration and coordination of policy development and service delivery for a facility;
 - (B) development of strategies and policies on nursing/patient care and related service delivery issues within a facility;
 - (C) development of a vision strategy for a work-based culture that promotes and supports education, learning, research and workforce management;
 - (D) development of effective liaison with external facilities/agencies to facilitate undergraduate and postgraduate education and research;

- (E) provision of strategic direction and priorities for quality improvement that establishes a quality framework which supports the direction a nursing service will take; and
 - (F) management of change.
- (e) demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include, but are not limited to the following:
- (i) implementation of the human resources framework across a facility/community/aged care health service including the BPF, and identification of opportunities to realise enhanced performance, recruitment and retention of nurses and career succession planning;
 - (ii) responsibility for functional planning for capital works and asset equipment at a facility level and/or coordination of the use of equipment and material resources across a facility and/or aged care health service and/or community health service; and
 - (iii) accountability or joint accountability for the operational budget for a facility and/or aged care facility and/or community health service.

S2.15 Director of Nursing, Nurse Grade 11

- (a) A **Director of Nursing** is a registered nurse or midwife who is a collaborative partner on a health service or facility executive in the planning of health services and the associated budgetary accountabilities.
- (b) This position has a service wide responsibility to strategically develop the nursing workforce/service to optimise patient and staff outcomes.
- (c) The Director of Nursing:
 - (i) demonstrates expert and comprehensive knowledge of all aspects of the nursing profession at a state, national and international level;
 - (ii) demonstrates an ability to identify, evaluate and incorporate emerging trends within the broader service and business industry which have the potential to enhance nursing/midwifery and/or health service;
 - (iii) demonstrates expertise in policy, guidelines and standard development, design and implementation;
 - (iv) strategically is responsible for the coordination of the direction of nursing services from a service perspective;
 - (v) has strategic responsibility for the implementation of the BPF;
 - (vi) demonstrates expertise in strategic leadership. Specific leadership roles and responsibilities may include, but are not limited to the following:
 - (A) development of a strategic approach to the integration and coordination of policy development and service delivery for a service;
 - (B) development of a service wide vision and strategy for a work-based culture that promotes and supports education, learning, research and workforce management;

- (C) negotiation and communication with external education facilities/agencies to develop and support infrastructure for effective and sustainable undergraduate and postgraduate education and research;
 - (D) provision of strategic direction and priorities for quality improvement that establishes a quality framework which supports the nursing service direction a service will take; and
 - (E) management of change utilising a strategic development framework.
- (vii) demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include, but are not limited to the following:
- (A) development and evaluation of a human resource framework to ensure an environment that enhances recruitment and retention of nurses and facilitates succession planning for staff at a service level;
 - (B) responsibility for functional planning for capital works and asset equipment management in a service; and
 - (C) accountability or joint accountability for an operational budget for a service or facility.

S2.16 Executive Director of Nursing, Nurse Grade 12

- (a) An **Executive Director of Nursing** is a registered nurse who is an equal and collaborative partner on the Hospital and Health Service Executive in the planning of health services and the associated budgetary accountabilities.
- (b) This position may also have a regional responsibility to strategically develop the nursing workforce/service to optimise patient and staff outcomes.
- (c) An Executive Director of Nursing:
 - (i) demonstrates expert and comprehensive knowledge of all aspects of the nursing profession at a state, national and international level;
 - (ii) identifies, evaluates and incorporates emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services;
 - (iii) has expertise at a higher level in policy, guidelines and standards development, design and implementation;
 - (iv) has strategic responsibility for the implementation of the BPF;
 - (v) demonstrates expertise in strategic leadership. Specific leadership roles and responsibilities may include, but are not limited to, the following:
 - (A) development of a strategic approach to the integration and coordination of policy development and service delivery for a Hospital and Health Service;
 - (B) development of a vision and strategy for a work-based culture that promotes and supports education, learning, research and workforce development;

- (C) establishment of a strategic direction and negotiation and communication with external education facilities/agencies to develop and support infrastructure for effective and sustainable undergraduate and postgraduate education and research;
 - (D) provision of strategic direction and priorities for quality improvement that establishes a quality framework which supports the direction a nursing service will take; and
 - (E) management of change utilising a strategic development framework.
- (d) Demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include, but are not limited to, the following:
- (i) responsibility for a strategic approach to developing and implementing contemporary human resource management policies and practices to optimise the organisation's environment;
 - (ii) strategic input into capital works and major asset/equipment management;
 - (iii) responsibility for relevant Hospital and Health Service financial performance in collaboration with the Hospital and Health Service Executive;
 - (iv) designs, develops and implements innovative standards relating to improving Hospital and Health Service performance; and
 - (v) strategically coordinates the direction of nursing services from a Hospital and Health Service perspective.
- (e) Has the ability to strategically plan for the provision of clinical services within a multidisciplinary and dynamic environment.

Schedule 3 - Midwifery Models of Care

S3.1 Models of care definitions

- (a) **Midwifery models of care** means models of maternity services in which midwives are primary caregivers. These services may include midwife clinics, community midwifery, team midwifery and birth centres.
- (b) **continuity of midwifery care** means the consistent philosophy requiring an organisational structure around which this type of care is provided. Models of continuity of care fall into 2 general categories:
 - (i) caseload; and
 - (ii) team midwifery.
- (c) **caseload midwifery model** (also referred to as **Group Practice**) means a small group of midwives (2 or 3) with a focus on continuity of carer approach and who provide antenatal, intrapartum and postnatal care for a defined number of women.
- (d) **team midwifery model** means a team of midwives (6 - 8) who collaborate to provide antenatal, intrapartum and postnatal care for a defined group of women. It is a model of maternity care provided by a team of midwives who may provide continuity of care through pregnancy, labour and birth and early parenting.
- (e) **core midwives** are midwives within a maternity unit who do not participate in team midwifery or caseload/group practice models. Core midwives may be based in one area (antenatal, labour and birth or postnatal) and may not necessarily follow the same group of women throughout the child bearing period.

S3.2 Local arrangements

- (a) Before a midwifery model of care is developed in a facility, a working group should be established.
- (b) The working group should include representative midwives, the employer, the Queensland Nurses' Union and other key stakeholders to consider the appropriate midwifery model.
- (c) The working group should take into consideration consumers' and community needs.
- (d) Each Hospital and Health Service will develop local agreements to support the agreed midwifery model of care.
- (e) The Hospital and Health Service will review and analyse the service provided on an ongoing basis. The review process should be built into the local agreements.
- (f) Local agreements must be sent to the Union for final review before implementation.

S3.3 Industrial framework for a caseload midwifery model of care

- (a) Participation
 - (i) Participation in a caseload midwifery model of care will be voluntary.
 - (ii) Midwives who do not participate in the caseload midwifery model will not be paid an annualised salary as outlined in clause S3.3(d) and will be paid in accordance with this Award for all time worked.

(b) Reversion

- (i) Midwives who participate in a caseload midwifery model and receive an annualised salary may revert to payment on the basis of time worked.
- (ii) In such cases the midwife should provide 4 weeks' notice of their intention to return to payment on the basis of actual time worked. In exceptional circumstances the employer may waive the giving of 4 weeks' notice.

(c) Caseload

- (i) The caseload will equate to an employee working 38 hours per week, that is, a full-time midwife, and will be based on a full-time midwife providing full care to 40 clients in a 12 month period.
- (ii) Part-time employees will be designated a caseload on a proportional basis.
- (iii) The caseload of a midwife may vary depending upon the nature of the midwifery service, the skills mix of the midwives within the midwifery service and the risk profile of the clients. Accordingly the determination of specific caseloads within a particular service will be determined during the consultation for the local agreement.
- (iv) A rural/remote caseload midwifery model providing an extended service, such as lactation consultant, pap smear and/or immunisation provider, in addition to antenatal and postnatal care for at risk women (for example indigenous women or socially disadvantaged groups) may have a caseload less than 40 per year per full-time midwife.

(d) Annualised salary

- (i) Midwives working in a caseload midwifery model are to be paid an annualised salary in recognition of flexible patterns of work to provide continuity of care.
- (ii) The annualised salary is the ordinary rate of pay as set out in clause 12.2 and an all purpose loading of 27.5%, which is in compensation for ordinary hours worked and for the following:
 - (A) public holiday penalty rates;
 - (B) Saturday shift penalty rates;
 - (C) Sunday shift penalty rates;
 - (D) afternoon shift penalty rates;
 - (E) night shift penalty rates;
 - (F) meal allowances relating to overtime;
 - (G) overtime payments, except as provided for in clause S3.3(f), (excess hours), including recall payments;
 - (H) on call allowances; and
 - (I) annual leave loading on 5 weeks' annual leave.
- (iii) Six months after a caseload midwifery model is adopted at a centre, the adequacy of the annualised salary loading will be reviewed in accordance with agreed criteria.

- (iv) Midwives working in a team or core midwifery model are not eligible for an annualised salary.
- (e) Patterns of work
 - (i) Midwives working in a caseload midwifery model will organise their own hours of work in consultation with their line manager (nursing), provided that they are able to meet the assessed needs of clients.
 - (ii) Midwives will not be required to work for periods longer than 8 hours and can choose to hand over care of the client at that time. The midwife will have the discretion to work up to, but not longer than, 12 hours to meet the needs of the client.
 - (iii) Each midwife will have a period of at least 8 hours, within any 24 hour period, continuously free of duty other than on call and recall.
 - (iv) Each midwife will have an average of 4 days off duty per fortnight, with at least 2 consecutive days free of planned work and on call or recall.
 - (v) Midwives will not be permitted to work for more than 7 days in succession other than where the midwife is recalled to work.
- (f) Excess hours
 - (i) The hours of work will be averaged over an 8 week cycle. The first 30 hours worked in excess of 304 hours in an 8 week cycle will be taken as time off in lieu (TOIL). Hours worked in excess of 334 will be paid at the overtime rate of time and a-half for the first 3 hours and double time thereafter. The midwife may elect to take TOIL instead of overtime payments.
 - (ii) A maximum of 30 hours TOIL may be carried from one 8 week cycle to the next. The line manager (nursing) may approve TOIL above 30 hours in exceptional circumstances, provided the hours in excess of 30 are taken in the next work cycle.
- (g) Debit carryover

A maximum TOIL debit of 16 hours is allowed at any one time and may be carried over from one 8 week cycle to the next.
- (h) Time records

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

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

Annual leave is 6 weeks per year and the all purpose loading provided in S3.3(d) is paid for the entire period of leave.

Schedule 4 - Hospital and Health Service and Facility Categories

Hospital and Health Service	Facility			
	Category A	Category B	Category C	RANIP
Cairns and Hinterland	<ul style="list-style-type: none"> • Atherton • Babinda • Herberton • Innisfail • Malanda • Mareeba • Millaa Millaa • Mossman • Ravenshoe • Tully 		<ul style="list-style-type: none"> • Cairns • Gordonvale • Yarrabah 	<ul style="list-style-type: none"> • Chillagoe • Cow Bay (Diwan) • Croydon • Dimbulah • Forsyth • Georgetown • Mt Garnet
Central Queensland	<ul style="list-style-type: none"> • Baralaba • Biloela • Blackwater • Cracow • Dingo • Emerald • Moura • Springsure • Theodore • Tieri 		<ul style="list-style-type: none"> • Duaringa • Gladstone • Marlborough • Mt Morgan • Rockhampton • Yeppoon 	<ul style="list-style-type: none"> • Capella • Gemfields • Many Peaks • Woorabinda
Central West		<ul style="list-style-type: none"> • Alpha • Barcaldine • Blackall • Longreach • Winton 		<ul style="list-style-type: none"> • Aramac • Boulia • Isisford • Jundah • Muttaborra • Tambo • Windorah • Yaraka
Children's Health Queensland			<ul style="list-style-type: none"> • Royal Children's Hospital • Lady Cilento Children's Hospital 	

Hospital and Health Service	Facility			
	Category A	Category B	Category C	RANIP
Darling Downs	<ul style="list-style-type: none"> • Cherbourg • Chinchilla • Dalby • Glenmorgan • Goondiwindi • Inglewood • Jandowae • Kingaroy • Meandarra • Miles • Millmerran • Moonie • Murgon • Nanango • Stanthorpe • Tara • Taroom • Texas • Wandoan • Warwick • Wondai 		<ul style="list-style-type: none"> • Baillie Henderson • Oakey • Toowoomba 	
Gold Coast			<ul style="list-style-type: none"> • Gold Coast • Robina 	
Mackay	<ul style="list-style-type: none"> • Bowen • Clermont • Collinsville • Dysart • Moranbah • Proserpine 		<ul style="list-style-type: none"> • Mackay • Sarina 	
Metro North			<ul style="list-style-type: none"> • Caboolture • Kilcoy • Redcliffe • Royal Brisbane and Women's • The Prince Charles 	
Metro South			<ul style="list-style-type: none"> • Beaudesert • Logan • Princess Alexandra • Queen Elizabeth II • Wynnum • Dunwich • Redland 	
North West				<ul style="list-style-type: none"> • Burketown • Camooweal • Cloncurry • Dajarra • Doomadgee • Gunpowder • Julia Creek • Karumba • Mornington Island • Mt Isa • Normanton

Hospital and Health Service	Facility			
	Category A	Category B	Category C	RANIP
South West	<ul style="list-style-type: none"> Bollon Dirranbandi Injune Mitchell Mungindi Roma St George Surat 	<ul style="list-style-type: none"> Augathella Charleville Cunnamulla Quilpie 		<ul style="list-style-type: none"> Morven Thargomindah Wallumbilla
Sunshine Coast			<ul style="list-style-type: none"> Caloundra Gympie Maleny Nambour Sunshine Coast University Hospital 	
Torres and Cape				<ul style="list-style-type: none"> Aurukun Badu Bamaga Coen Cooktown Hope Vale Horn Island Kowanyama (Edward River) Laura Lockhart River Mapoon Mer Island (Murray Island) Napranum (Malakoola) Pormpuraaw Saibai St Pauls Thursday Island Weipa Wujal Wujal (Bloomfield River) Yorke Island
Townsville	<ul style="list-style-type: none"> Ayr Charters Towers Home Hill Ingham 	<ul style="list-style-type: none"> Hughenden Richmond 	<ul style="list-style-type: none"> Magnetic Island Townsville 	<ul style="list-style-type: none"> Palm Island
West Moreton			<ul style="list-style-type: none"> Boonah Esk Gatton Ipswich Laidley The Park 	

Hospital and Health Service	Facility			
	Category A	Category B	Category C	RANIP
Wide Bay	<ul style="list-style-type: none"> • Biggenden • Eidsvold • Gayndah • Monto • Mundubbera 		<ul style="list-style-type: none"> • Bundaberg • Childers • Gin Gin • Hervey Bay • Mt Perry • Maryborough 	

Schedule 5 - Directives Which Apply to Employees Covered by this Award (Clause 4.2)

S5.1 Directives which apply by the operation of Schedule 3 of the *Public Service Regulation 2008*

Directive number	Directive name
7/08	Leave without salary credited as service
10/10	Recognition of previous service and employment
26/10	Paid parental leave
7/11	Employment screening
9/11	Domestic travelling and relieving expenses
10/11	International travelling, relieving and living expenses
11/11	Transfer and appointment expenses
11/12	Early retirement, redundancy and retrenchment
11/13	Transfer within and between classification levels and systems
15/13	Recruitment and selection
17/13	Change of pay date for employees of Queensland Health
2/14	Appeals
6/14	Employees requiring placement

S5.2 Directives which apply as a term of this Award

The terms and conditions of employment of the directives specified in the table below shall apply until 30 November 2017 after which, where a directive covers an employee, the provisions of the directive continue to apply to the employee.

Directive number	Directive name	Applies to
19/99	Locality allowances	Eventide Homes, Public Service, Corrective Services and Psychiatric Hospital (Nurse Grade 1 to 8) employees
4/11	Higher duties	Public Service, Eventide Homes (Nurse Grade 5 and above) and Corrective Services employees

Note: A reference to a directive in this Schedule is taken to be a reference to a directive which replaces the directive/s named in this Schedule.

By the Commission,
[L.S.] J. STEEL,
Industrial Registrar.