

Form 8

**APPLICATION FOR CERTIFICATION OF AGREEMENT**  
**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1997, s 25*

QUEENSLAND DEPARTMENT OF HEALTH (QUEENSLAND HEALTH)

and

The Queensland Nurses Union of Employees; the State Public Services Federation Queensland Union of Employees; the Australian Workers' Union of Employees, Queensland; the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland, Clerical and Administrative Branch, Union of Employees; and the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees.

(No.CA115/98)

**QUEENSLAND HEALTH MENTAL HEALTH SERVICES CERTIFIED AGREEMENT 1998**

COMMISSIONER KJ BACON

Approved 1 APRIL 1998

**APPLICATION FOR CERTIFICATION OF AGREEMENT**

THIS AGREEMENT, made under the *Workplace Relation Act 1997* on 11 February 1998 between Queensland Department of Health and the Queensland Nurses Union of Employees; the State Public Services Federation Queensland Union of Employees; the Australian Workers' Union of Employees, Queensland; the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland, Clerical and Administrative Branch, Union of Employees; and the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees witnesses that the parties agrees as follows:

## **PART 1 - APPLICATION AND OPERATION**

### **1.1 Title**

This Agreement shall be known as the Queensland Health Mental Health Services Certified Agreement 1998.

### **1.2 Arrangement of Agreement**

#### **SUBJECT MATTER**

#### **PART 1: APPLICATION AND OPERATION**

Title	1.1
Arrangement	1.2
Objective	1.3
Commencement Date and Period of Operation	1.4
Coverage	1.5
Parties Bound	1.6
Relationship with other Industrial Instruments and Legislation	1.7
Consultative process	1.8
Implementation	1.9
Grievance and Dispute Settling Procedure	1.10

#### **PART 2: DEFINITIONS**

Definitions	2.1
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#### **PART 3: TERMS AND CONDITIONS - INTEGRATED SERVICES**

Participation in Integrated Services	3.1
Development of Protocols	3.2
Indemnity	3.3
Involvement of Level 1 Nurses outside of inpatient settings	3.4
Appointment of Employees	3.5
Transfer of Employees	3.6
Reporting Relationships	3.7
Terms and Conditions of Employment - Nursing Staff	3.8
Terms and Conditions of Employment - Professional and Technical Health Services Employees	3.9
Terms and Conditions of Employment - Medical Officers	3.10
Terms and Conditions of Employment - Administrative Employees	3.11
Terms and Conditions of employment - Operational Services Employees	3.12

## **PART 4: TERMS AND CONDITIONS - EXTENDED HOURS SERVICES**

Notification of Intent to Implement or Vary an Extended Hours Mental Health Service	4.1
Employee Participation in Extended Hours	4.2
Development of Protocols	4.3
Implementation	4.4
Minimum Staff Numbers	4.5
Trial Arrangements	4.6
Terms and Conditions of Employment – Nursing Staff	4.7
Terms and Conditions of Employment - Professional and Technical Health Services Employees	4.8
Terms and Conditions of Employment - Administrative Employees	4.9

## **PART 5: ENDORSEMENT OF THE AGREEMENT**

Signatories to the Agreement	5.1
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## **SCHEDULE 1: ARRANGEMENTS FOR INDIVIDUAL DISTRICT HEALTH SERVICES**

### **1.3 Objective**

To facilitate the implementation of flexible workplace practices which enable mental health services to implement the National Mental Health Strategy and National Standards for Mental Health Services and the 10 Year Mental Health Strategy for Queensland.

### **1.4 Commencement Date and Period of Operation**

- (1) This Agreement shall take effect from its date of certification and be reviewed by the parties after a period of two (2) years. The parties may agree to extend this Agreement for a further period without review.
- (2) This Certified Agreement may be varied by agreement between the parties.

### **1.5 Coverage**

This Certified Agreement shall apply to all employees of District Mental Health Services covered under the following awards and agreements:

- (1) *District Health Services Employees Award - State;*
- (2) *Nurses (Queensland Public Hospitals) Award 1991;*
- (3) *Nurses (Queensland Public Health Sector) Award 1992;*
- (4) *Queensland Regional Health Authorities Senior Medical Officers and Resident Medical Officers Award - State;*

- (5) *Award for Medical Superintendents with the Right of Private Practice and Medical Officers with Right of Private Practice - Public Hospitals Queensland;*

## **1.6 Parties Bound**

- (1) Employees of the various District Mental Health Services in Queensland who are employed pursuant to the Awards listed in Clause 1.5, the Unions signatory to this Certified Agreement, and the Chief Executive, Department of Health and/or the respective District Health Services as the employer in relation to such employees.
- (2) Employees of the Mater Misericordiae Public Hospitals, South Brisbane, who are employed pursuant to the Awards listed in Clause 1.5, the Unions signatory to this Certified Agreement, and the Chief Executive, Department of Health and/or the respective District Health Services as the employer in relation to such employees.

## **1.7 Relationship with other Industrial Instruments and Legislation**

- (1) This Agreement shall be read and interpreted wholly in conjunction with the existing Enterprise Agreement, Awards, and Agreements as varied and in force from time to time, or in any Award replacing or superseding such Award and Agreements, covering employees of Queensland District Health Services;
- (2) This agreement should be read in conjunction with the *Workforce Issues in Mental Health Services Booklet*.
- (3) The parties agree that where there is any inconsistency between the relevant Award/s, Local Certified Agreements and this Certified Agreement, the terms of the Queensland Health Mental Health Services Certified Agreement shall prevail; to the extent of any inconsistency, for the duration of this Agreement.
- (4) This clause will have no impact on existing local arrangements between Districts and employees in relation to the provision of paid meal breaks and the additional week's leave in lieu of extra payment for work performed upon public holidays, in accordance with appropriately approved agreements and/or awards.
- (5) Where there is any inconsistency between this Agreement, the Health Services Act and any regulations issued under the Public Service Act 1996, the Act and Regulations shall prevail to the extent of any inconsistency. This clause will not override the savings clause in Nurses Awards nor negate Queensland Health's commitment to consult with unions in relation to the implementation of OPS Directives and Regulations applying to District Health Services.
- (6) Nothing in this Agreement will contravene the rights and obligations of employees as provided in the legislation governing the registration of professions employed in mental health services.

## **1.8 Consultative Process**

- (1) This agreement recognises that consultative processes are of primary importance and in the interests of the best outcome and practice for clients, employees and the employer.
- (2) Each District mental health service will ensure the establishment of a consultative forum consisting of representatives of the following:
  - management;
  - discipline groups; and
  - unions (endorsed by the Union Organiser/Official, not just the workplace).

The Facility/District HR Manager may also be invited to attend.

- (3) The consultative forum will meet on a regular basis, at least quarterly, to discuss workforce issues and develop and monitor policy and procedure for the service. These issues will also be discussed at the mental health service's Professional Advisory Committee or equivalent.
- (4) Any requested changes to, or extension of, award and/or agreement conditions must be forwarded to the Director-General, through the Industrial Relations Unit, Corporate Office, for his consideration.

## **1.9 Implementation**

Each mental health service is required to implement this agreement prior to the expire of their current local agreement, and complete Schedule 1 in consultation with appropriately authorised union representatives. The process to be used is as follows:

- (1) Establish a consultative forum in accordance with clause 1.8 of this Agreement, and refer to District/facility human resource management practitioners as required;
- (2) Undertake discussion and negotiation of those issues detailed in Schedule 1. All other provisions in this Agreement not detailed in this Schedule have standard application across Queensland Health and are not subject to local negotiation.
- (3) Document the outcome of these negotiations in the format prescribed in Schedule 1.
- (4) Forward Schedule 1 and attachments to the Industrial Relations Unit, Corporate Office for quality assurance;
- (5) Where changes are required as a result of the quality assurance process, the Schedule must be returned to the consultative forum for further discussion;
- (6) Seek the signature of the District Manager and Secretary, or equivalent, of the relevant unions;
- (7) File the original agreement on an appropriate District records file and distribute a signed copy of Schedule 1 and all attachments to all signatories to the Schedule.
- (8) Display the final Agreement, Schedule and Attachments in an accessible location/s in the mental health service.

## 1.10 Grievance and Dispute Settling Procedure

- (1) The objectives of this procedure are to promote the prompt resolution of grievances by consultation, cooperation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace. The emphasis will be on negotiating a settlement of any issue at the earliest possible stage in the process.
- (2) 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/association representative during the course of Stage 1.
- (3) Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the Director/Manager of the Service. The Director/Manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union/association representative during the course of Stage 2. At this stage the parties may seek the assistance of the Mental Health Unit, Corporate Office to clarify issues of concern.
- (4) Stage 3: If the grievance is still unresolved, the Director/Manager will advise the District Manager and the aggrieved employee may submit the matter in writing to the District Manager if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the union/association.

The District Manager shall ensure that:

- a) the aggrieved employee or such employee's union/association representative has the opportunity to present all aspects of the grievance;
- b) the grievance shall be investigated in a thorough, fair and impartial manner.

The District Manager may appoint another person to investigate the grievance. The District Manager may consult with the union/association in appointing an investigating officer. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the union/association the investigating officer shall consult with the union/association during the course of the investigation. The District Manager shall advise the employee initiating the grievance, such employee's union/association representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The District Manager may delegate such District Manager's grievance resolution powers under this Clause to a nominated representative.

- (5) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1            Discussions shall, if possible, 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.
- (6) If the grievance is not settled the matter shall be referred to the Public Service Commissioner or the Industrial Relations Commission by the employee or the union/association, as appropriate, in accordance with the respective jurisdictions of the tribunals.
- (7) 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. Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

## **PART 2:     DEFINITIONS**

### **2.1     Definitions**

- (1) For the purposes of this Agreement, the undermentioned terms shall have the following meanings -

**“Consultation”** requires the exchange of timely information and a genuine desire for the consideration of each parties views, but management is accountable for making the decision.

**“Extended hours mental health services”** are those services provided after 6pm and before 8am, Monday to Friday, and services provided on Public Holidays and weekends. For the purposes of Part 4 of this Agreement and this clause, inpatient mental health services providing services 24 hours, 7 days a week are not “Extended Hours Mental Health Services”.

**“Extended hours shifts”** include afternoon shifts, work on weekends and public holidays in an extended hours mental health service.

**“Grievance”** refers to the grievance process outlined in the awards identified under clause 1.5 of this Agreement.

**“Integrated mental health services”** can be defined as services which include hospital based inpatient services and non-inpatient/community mental health services operating as a continuous team based health service.

**“Integration”** refers to the process whereby a mental health service becomes coordinated as a single specialist network, and includes mechanisms which link intake and assessment, and continuing treatment and case management to ensure continuity of care. One single accountable officer has management and budgetary responsibilities for all service components within a District and/or network mental health service.

**“Single point of accountability”** is the one accountable person responsible for linking all service components. This person may be the Director or Manager of the Mental Health Service.

**“Workforce Issues in Mental Health Services Booklet”** is a Booklet developed, through consultation with District Mental Health Services and Unions, to assist District Mental Health Services to examine workforce options for the integration of mental health services. It provides an industrial policy framework which compliments endorsed mental health policy and service development activities.

### **PART 3: TERMS AND CONDITIONS - INTEGRATED SERVICES**

#### **3.1 Participation in Integrated Services**

- (1) Participation of all employees in an integrated setting is a mandatory condition of employment. New employees will be advised of this at the time of interview and at point of engagement. Employees engaged prior to 1 July 1996 will be required to fully participate in an integrated service after meaningful consultation as to proposed workplace changes, training needs and other relevant issues.
  - (a) where there is a need to identify how integrated services will be provided, the status quo will be maintained, until this has been clearly identified to staff affected by the changing work practice.
  - (b) where there is a need for training to occur prior to an employee working across all settings, no change to current workplace practices will take place until training is provided, unless the change forms part of an agreed training plan.
- (2) All staff may be required to provide services across inpatient and non-inpatient/community settings. Any changes in work practices in existence as at 30 June 1996 will occur in accordance with Clause 3.1(b).

### **3.2 Development of Protocols**

- (1) Mental Health Services will develop clearly written protocols prior to changing existing work practices. These are to be developed by District mental health service management following local consultation with employees and Unions party to this Agreement. These are to be monitored by the parties and reviewed as necessary. Protocols to be developed should include, but not be limited to:
  - (a) intake responsibilities;
  - (b) assessment procedures;
  - (c) reporting relationships in accordance with "Reporting Relationships" in the *Workforce Issues in Mental Health Services Booklet*;
  - (d) safety and security in each setting ie. inpatient, non-inpatient/community;
  - (e) management of behaviourally disturbed clients;
  - (f) working across practice settings eg. Inpatient - community etc.
- (2) Protocols are to be displayed in a location accessible to employees of the service.

### **3.3 Indemnity**

Queensland Health (the "Crown") will indemnify all employees performing a duty or function for or on behalf of a District Health Service provided the person has diligently or conscientiously endeavoured to carry out the duty or function in accordance with the arrangements set out in IR Circular 8/95.

### **3.4 Involvement of Level 1 Nurses Outside of Inpatient Settings**

To facilitate integration and to provide opportunities for training and development, Level 1 Nurses may provide services in a non-inpatient/community setting. This provision will in no way affect the number of existing Level 2 Nurses providing services in the community.

Such arrangements could include, but not be limited to:

- (a) establishment of additional Level 1 positions in the non-inpatient/community setting; or
- (b) implementing arrangements whereby existing Level 1 nursing positions in the inpatient setting have an opportunity to work across settings in the course of normal duties.

### **3.5 Appointment of Employees**

Employees appointed after 1 July 1996 will be appointed to the District Mental Health Service, rather than a particular facility or site.

### 3.6 Transfer of Employees

(1) Before transferring, or moving an employee in accordance with (2)(b), (3)(b), (4) and (6) of this clause, the following needs to be considered and clarified with the employee concerned:

- proximity of the alternate site to the normal work site and the employees home;
- transport restrictions eg. use of public transport to travel to work;
- application or non-application of travelling and mileage allowances (will not apply under any circumstances for permanent transfer); and
- obligations outside of work eg. childcare and study commitments, including discussion of a reasonable time frame or notice period for an employee to make arrangements to accommodate these obligations.

(2) Permanent transfer

(a) An employee of the mental health service as at 30 June 1996 can have the site or facility they usually report to work each day permanently changed by agreement between themselves and their employer after meaningful consultation.

This provision will not apply to employee's with a letter of appointment, which indicates they may be moved between sites/facilities. In such instances 3.6(2)(b) will apply.

(b) An employee of the mental health service engaged on or after 1 July 1996 may have the site or facility they usually report to work each day permanently changed subject to the provisions of this clause.

(3) Temporary transfer

(a) An employee of the mental health service as at 30 June 1996 can have the site or facility they usually report to work each day temporarily changed by agreement between themselves and their employer after meaningful consultation. Such a transfer will be for a specific period of time or for a specific purpose.

This provision will not apply to employee's with a letter of appointment, which indicates they may be moved between sites/facilities. In such instances 3.6(3)(b) will apply.

(b) An employee of the mental health service engaged on or after 1 July 1996 may have the site or facility they usually report to work each day temporarily changed. Such a transfer will be for a specific period of time or for a specific purpose.

(4) Movement between sites:

- (a) Any employee of the mental health service may be required to provide services at another site within the District, without changing the permanent place an employee reports to work each day.
- (b) Both the employee and the employer are to be flexible in determining whether the employee will report directly to the alternate site to commence work or whether they will travel from their normal place of work during work time.

(5) Movement across settings:

Any employee of the mental health service may be required to provide services, in the course of their normal duties, in a setting different to their usual work setting in accordance with the arrangements outlined in Clause 3.1(1). This may occur, but not be limited to situations where:

- (a) an employee normally works in the inpatient unit and provides follow up with a consumer in a community setting;
- (b) a case manager is required to visit a consumer who has been admitted to the acute inpatient unit.

(6) Relieving Arrangements/Pooling:

- (a) An employee of the mental health service as at 30 June 1996 may be temporarily re-assigned to a similar position to relieve the short term absence of another employee for emergent reasons such as absence due to illness, personal circumstances etc. by agreement with their employer. An employee will only be temporarily re-assigned where they are assessed as having the necessary skills, or where the re-assignment is part of a planned training program.

This provision will not apply to employee's with a letter of appointment, which indicates they may be moved between sites/facilities. In such instances 3.6(6)(b) will apply.

- (b) An employee of the mental health service engaged on or after 1 July 1996 may be temporarily re-assigned to a similar position to relieve the short term absence of another employee for emergent reasons such as absence due to illness, personal circumstances etc. An employee will only be temporarily re-assigned where they are assessed as having the necessary skills, or where the re-assignment is part of a planned training program.

### **3.7 Reporting Relationships**

- (1) All staff will report to a Director/Manager and/or Team Leader for operational issues and to an appropriately skilled person from their own profession for professional issues. The Clinical Director does not report to the Manager/Team Leader on clinical matters.
- (2) Where the management of a clinical issue has operational implications, the Clinical Director and when appropriate, the professional senior, will manage the issue collaboratively with the Director/Manager and/or Team Leader. This collaborative approach will also apply when an operational issue has clinical implications.
- (3) A Professional Advisory Committee, or equivalent, shall be formally established in each mental health service, and operate in accordance with the “Reporting Relationships” section of the *Workforce Issues in Mental Health Services Booklet*.
- (4) Employees must have access to, and receive professional supervision from an appropriately skilled person from within their own discipline as agreed between the employee and the Team Leader.

### **3.8 Terms and Conditions of Employment - Nursing Staff**

- (1) Employees of the mental health service as at 30 June 1996 shall preserve all existing accrual and award benefits. However, this Certified Agreement will not prejudice the outcome of negotiations on the amalgamation of the Nursing Awards within Queensland Health and any agreed award changes will apply.
- (2) Employees engaged on or after 1 July 1996 shall be paid in accordance with this Certified Agreement and the setting in which they work for more than 50% of the time. If the period of time spent in this setting should fall below 50%, their conditions of employment shall be maintained for a period of three (3) months after which time they will be employed in accordance with the conditions of employment for that work setting.

The Clinical Nurse Consultant, Nurse Practice Coordinator or Nurse Manager and/or Team Leader will determine the percentage of time an employee spends in each setting.

- (3) Where any employee is transferred, consultation will take place regarding changes to their conditions of employment. Where a transfer is effected at the request of the employee, they shall work in accordance with the award applicable to the setting in which they work for more than 50% of the time as from the date the transfer is effected. Where the employee is transferred for reasons other than at their own request, the employee must be consulted regarding the appropriate award coverage. Such consultations will take into consideration the needs of the new position/workplace, any loss of, or additional entitlements or benefits for the employee being transferred. The Employer will amend the employee's contract of employment accordingly.

### **3.9 Terms and Conditions of Employment - Professional and Technical Health Services Employees**

Arrangements are to be worked in accordance with the provisions of the *District Health Services Employees Award – State* and this Certified Agreement.

### **3.10 Terms and Conditions of Employment - Medical Officers**

Arrangements are to be worked in accordance with this Certified Agreement and the following Awards and Agreements:

- (1) *Regional Health Authorities Senior Medical Officers' and Resident Medical Officers' Award - State* for Senior Medical Officers and Resident Medical Officers;
- (2) *the Award for Medical Superintendents with the Right of Private Practice and Medical Officers with Right of Private Practice - Public Hospitals Queensland*; and

### **3.11 Terms and Conditions of Employment - Administrative Employees**

Arrangements are to be worked in accordance with the provisions of the *District Health Services Employees Award – State* and this Certified Agreement.

### **3.12 Terms and Conditions of Employment - Operational Services Employees**

Arrangements are to be worked in accordance with the provisions of the *District Health Services Employees Award – State* and this Certified Agreement.

## **PART 4 TERMS AND CONDITIONS - EXTENDED HOURS SERVICES**

### **4.1 Notification of Intent to Implement or Vary an Extended Hours Mental Health Service**

The single point of accountability will ensure all relevant Unions are advised of the mental health service's intention to either implement or vary an extended hours mental health service before local policies and procedures for extended hours are developed and/or varied.

Such advice will not only be provided to local workplace delegates but also to the service's allocated Union Organiser/Official. This advice will include an invitation to attend all consultative meetings in relation to the development of the extended hours service.

### **4.2 Employee Participation in Extended Hours**

- (1) Participation in an extended hours mental health service is a mandatory condition of employment for employees engaged on or after 1 July 1996. The only exception to this is where an employee engaged prior to 1 July 1996 was advised at their point of engagement, that participation in an extended hours service was a condition of their employment.
- (2) If a service does not have an extended hours component, at the point of an employee's engagement, they are to be advised they will be required to participate should extended hours services be implemented.

- (3) Employees engaged in the mental health service prior to 30 June 1996 may volunteer to participate in an extended hours trial, unless participation was a stated requirement at the employee's point of engagement. At the conclusion of the trial period an employee who volunteered to participate must indicate whether they are prepared to continue to participate on an extended hours roster.

### **4.3 Development of Protocols**

- (1) Extended Hours Mental Health Services will develop clearly written protocols prior to commencing extended hours services. These are to be developed by service management in consultation with employees and Unions party to this Agreement. Protocols to be developed should include, but not be limited to:
  - (a) intake responsibilities;
  - (b) assessment procedures;
  - (c) reporting relationships in accordance with "Reporting Relationships" in the *Workforce Issues in Mental Health Services Booklet*;
  - (d) safety and security for the extended hours service;
  - (e) management of behaviourally disturbed clients.
- (2) Protocols are to be displayed in a location accessible to employees of the extended hours service.

### **4.4 Implementation**

The implementation of extended hours services will occur in accordance with the following phases:

- Phase1: Extended hours services are not provided. Some services may never provide an extended hours component;
- Phase2: Negotiation with employees and their unions and implementation of trial arrangements for a period of six (6) months, but no more than twelve (12) months;
- Phase3: Consultative review of trial arrangements;
- Phase4: Implementation of formalised extended hours arrangements

Subsequent phases may include:

- Phase5: Negotiation with employees and their unions and trial of enhancements to extended hours services;
- Phase6: Consultative review of trial enhancements. This does not require a review of previous formally implemented extended hours provisions/ arrangements;
- Phase7: Implementation of formalised enhancements to extended hours arrangements.

#### **4.5 Minimum Staff Numbers**

Sufficient staff will be rostered on each shift so as to ensure, as far as possible, the safety of staff. The number of staff to be rostered will vary from service to service and minimum staff numbers for different shifts are to be clearly specified in the local safety and security protocol.

#### **4.6 Trial Arrangements**

- (1) The trial period will continue for a period of six (6) months with an option for the parties to extend the period of the trial for a further period of six (6) months.
- (2) Either party may withdraw from the trial at any period throughout the trial by written notice of no less than thirty (30) days to the other party. However, all reasonable attempts should be made to resolve any problems that may arise during the trial period.
- (3) One (1) month before the conclusion of the trial, negotiations will occur to determine the working relationships that will apply after the conclusion of the trial.
- (4) Negotiations will include representatives from the relevant unions, the mental health service and the local HRM Unit and/or Queensland Health (if necessary).
- (5) These negotiations will have due regard for:
  - the view of stakeholders as to the success and/or suitability of the new arrangements;
  - incidence of overtime and/or fatigue leave;
  - any other matter either party may consider relevant in determining the effectiveness and ongoing suitability of trial arrangements.

#### **4.7 Terms and Conditions of Employment – Nursing Staff**

- (1) Employees rostered to work in an extended hours service who are covered by Part D of the *Nurses (Queensland Public Health Sector) Award 1992* shall receive:
  - (a) Extra payment for weekend work in accordance with Part C Clause 16 of the *Nurses (Queensland Public Health Sector) Award 1992*;
  - (b) Extra Payment for Afternoon and Night Shifts in accordance with Part C Clause 14 of the *Nurses (Queensland Public Health Sector) Award 1992*;
  - (c) Paid meal breaks for the extended hours shift, by mutual agreement between all employees working extended hours (including Allied Health staff) and the Employer.

Paid meal breaks will not be taken on a day shift, only on the extended hours shift.
- (2) Nurses employed under Part C (Psychiatric Hospitals) of the *Nurses (Queensland Public Health Sector) Award 1992* will work in accordance with their award entitlement to meal breaks and public holidays.

(3)

- (a)(i) All work done by any employee on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Monday, the birthday of the Sovereign, and Boxing Day or any day appointed under the Holidays Act 1983-1990, to be kept in place of any such holiday, shall be paid for at the rate of double time and a half with a minimum of four hours for employees who have elected not to accrue the additional weeks leave in accordance with clause 4.7(4) hereof and at the rate of time and a half with a minimum of four hours for those employees who have elected to accrue the additional weeks leave in accordance with the aforementioned provision.(ii)  
All work done by any employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and a half with a minimum of four (4) hours.
- (a)(ii) All employees covered by this Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983-1990, to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a half times the ordinary rates prescribed for such work with a minimum of four (4) hours.
- (b) All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983-1990, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a half with a minimum of four (4) hours.
- (c) Where an employee (other than a casual employee) who is in receipt of the additional weeks' leave as prescribed in clause 4.7(4) is rostered off on Easter Saturday, Show Day or Labour Day, such employee shall be paid an additional days wage, or shall be granted a days holiday in lieu at a time to be mutually arranged between the Employer and the employee concerned, or an extra day shall be added to recreation leave, for each such day on which such employee is rostered off:
- Provided that in respect to Easter Saturday, the aforementioned provisions shall not apply to employees who are not ordinarily required to work on weekends.
- (d) Casual employees required to work on statutory holidays shall be paid at the rate of double time and a half for all time worked.
- (e) For the purposes of this provision, where the rate of wages is a weekly rate, "double time and a half" shall mean one and one half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.
- (f) Calculations of payment shall be made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different days.

- (4) By mutual agreement between the majority of employees within a work unit (ie. Nurses and Allied Health staff) and the Employer, Nurses employed under Part C (Psychiatric Hospitals) and Part D (Public Service) of the *Nurses (Queensland Public Health Sector) Award 1992* who make themselves available to participate in an extended hours roster, and who perform ordinary rostered hours upon a public holiday, other than Easter Saturday, Show Day and Labour Day, may choose to be allowed an additional one (1) weeks leave in lieu of extra payment for work performed upon those public holidays stated above.

This will be in lieu of extra payment for work performed upon a public holiday ie. an employee will receive payment at the rate of time and a half rather than double time and a half. Work performed upon Easter Saturday, Show Day and Labour Day will still attract the extra payment.

A full year of employment on the extended hours roster will need to be completed before an employee can claim the additional week's leave. Should an employee withdraw from the extended hours roster, they will receive a pro-rata accrual for the additional week only if they actually worked ordinary rostered hours upon any of the eight "ordinary" public holidays ie. other than Easter Saturday, Show Day and Labour Day.

#### **4.8 Terms and Conditions of Employment - Professional and Technical Health Services Employees**

- (1) In accordance with clause 6.10(2)(b) of the *District Health Services Employees Award - State* the hours of duty of shift workers shall be either inclusive or exclusive of meal times subject to operational requirements. In cases where the hours of duty of a particular shift is inclusive of meal times then such will be taken as a crib break so as not to interfere with operational requirements and no deductions shall be made from the employees wages. Provided that where, as at March 1 1993, an employee was or was not in receipt of a paid meal break then such arrangements would continue unless the roster is changed in accordance with clause 6.4(1) of the *District Health Services Employees Award - State*.
- (2) By mutual agreement between the Employer and the majority of Allied Health employees and the Union or Unions concerned, employees engaged in the same work unit who make themselves available to participate in an extended hours roster, and who perform ordinary rostered hours upon a public holiday, other than Easter Saturday, Show Day and Labour Day, may choose to be allowed an additional one (1) weeks leave in lieu of extra payment for work performed upon those holidays as prescribed in clause 7.7.1(a) of the *District Health Services Employees Award - State*.

Provided that the granting of the additional weeks leave as prescribed in this clause shall be dependent upon the individual employees having completed a full year of employment and having actually worked ordinary rostered hours upon any of the aforementioned statutory holidays.

Nothing in this clause shall, as from 1 March 1993 or from any subsequent date be construed so as to alter any employee's entitlement to recreation leave as prescribed herein unless prior agreement is reached between the Employer and the Union or Unions concerned.



Signed for -  
Australian Liquor Hospitality and Miscellaneous  
Workers' Union, Queensland Branch, Union of  
Employees

Signature: .....

Print Name: .....

In the presence of -

Signature: .....

Print Name: .....

Signed for -  
Australian Municipal, Administrative, Clerical and  
Services Union, Central and Southern Queensland,  
Clerical and Administrative Branch, Union of Employees

Signature: .....

Print Name: .....

In the presence of -

Signature: .....

Print Name: .....

This agreement is certified under the *Workplace Relations Act 1997*, chapter 2 part 1.

....., Commissioner

Filed on ....., certified by the commission and given Register No. .... of  
....., in the Certified Agreements Register.

.....  
Date

.....  
Registrar

Operative Date: .....

NOTE: The parties to the agreement must supply supporting evidence or material mentioned in  
the *Workplace Relations Regulation 1997*, section 4 and rule 19(4) of these rules when  
filing the application

*To complete this schedule substitute the information in [italics] with information relevant to the District Mental Health Service.*

## **PART 1 APPLICATION AND OPERATION**

### **1.1 Coverage**

This schedule to the Certified Agreement is made between [*name of District Health Service*] and [*include relevant unions from The Australian Nursing Federation (Queensland Branch); the State Public Services Federation (Queensland); the Australian Workers' Union of Employees; the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland, Clerical and Administrative Branch, Union of Employees; and the Australian Liquor, Hospitality and Miscellaneous Workers' Union, Queensland Branch, Union of Employees.*] in relation to the terms and conditions applying to employees working in [*names of District Mental Health Services subject to this Agreement*] in accordance with clause 1.5 of this Agreement.

### **1.2 Consultative Process**

- (1) The [*name*] District Mental Health Service has established a consultative forum in accordance with clause 1.8 of this Agreement. This forum is made up from:
  - (a) management including [*position titles of management representatives, do not use names as these may change*];
  - (b) discipline groups including [*position titles of discipline representatives, do not use names as these may change*]; and
  - (c) union representatives duly authorised by the [*names of unions represented*] who undertake to represent the views of, and provide feedback to all staff
- (2) This consultative forum will meet [*frequency eg. fortnightly, monthly, quarterly etc*].
- (3) The terms of reference for this consultative forum are:

[*insert locally agreed terms of reference which reflect the requirements of clause 1.8(3) of this Agreement*]

**PART 2 INTEGRATED MENTAL HEALTH SERVICES****2.1 Protocols for Integrated Mental Health Services**

The [name] District Mental Health Service has developed the following protocols in consultation with employees and Unions and included them as attachments to this Schedule:

- (1) intake responsibilities (attachment [number/letter];
- (2) assessment procedures (attachment [number/letter];
- (3) reporting relationships in accordance with “Reporting Relationships” in the *Workforce Issues in Mental Health Services Booklet* (attachment [number/letter];
- (4) safety and security in each setting ie. Inpatient, non-inpatient/community (attachment [number/letter];
- (5) management of behaviourally disturbed clients (attachment [number/letter];
- (6) working across practice settings eg. inpatient → community etc. (attachment [number/letter]; and
- (7) [other relevant locally agreed protocols consistent with corporate workforce policy on the provision of mental health services] (attachment [number/letter].

**2.2 Arrangements for the involvement of Level 1 Nurses outside of inpatient settings**

The [name] District Mental Health Service has agreed with the Australian Nursing Federation (Queensland Branch) that the following arrangements, in accordance with the provisions of clause 3.4 of this Agreement, will apply in relation to Level 1 Nurses working outside of inpatient settings:

[detail any agreed arrangements such as:

- whether additional Level 1 positions will be established in the community;
- protocol for Level 1 Nurses working across settings in the course of normal duties; and
- supervision.]

**2.3 Reporting Relationships**

The reporting relationships for the [name] District Mental Health Service are in accordance with the organisational chart included as Attachment [number/letter].

**PART 3 EXTENDED HOURS MENTAL HEALTH SERVICES****3.1 Protocols for Extended Hours Mental Health Services**

*[If a service does not yet have an extended hours mental health service the following clause should be inserted:*

*The [name] District Mental Health Service will consult with employees and Unions in accordance with clause 4.1 and 4.3 of this Agreement, and seek to vary this schedule before an extended hours mental health service is commenced.*

***Conclude the schedule at this point as clauses 1.7 on specifically refer to extended hours mental health services]***

The [name] District Mental Health Service has developed the following protocols in consultation with employees and Unions and included them as attachments to this Schedule:

- (1) intake responsibilities (attachment [number/letter];
- (2) assessment procedures (attachment [number/letter];
- (3) reporting relationships in accordance with “Reporting Relationships” in the *Workforce Issues in Mental Health Services Booklet* (attachment [number/letter];
- (4) safety and security for the extended hours service (attachment [number/letter];
- (5) management of behaviourally disturbed clients (attachment [number/letter]; and
- (6) *[other relevant locally agreed protocols consistent with corporate workforce policy on the provision of mental health services]* (attachment [number/letter].

**3.2 Minimum Staff Numbers**

The minimum number of staff to be rostered on an extended hours shift will be *[specify number]*.

**3.3 Trial Arrangements for Extended Hours Mental Health Services**

*[Mental health services who have already completed their extended hours should include the following statement in lieu of the one below:*

*Trial arrangements for extended hours mental health services are not presently relevant to this mental health service. Negotiations will occur with employees and their unions in accordance with clause 4.1 of this Agreement if it is intended to implement enhanced hours of service.]*

The extended hours trial in relation to *[specify name of service and identify enhancement to service if relevant eg. extension of services to 11.00pm weeknights for the Assessment and Acute Care Service]* will commence on *[date]* and be reviewed on *[date]* by *[specify who will undertake the review eg. the consultative forum]*.

This trial will be conducted in accordance with the arrangements outlined in clause 4.6 of this Agreement.

### **3.4 Terms and Conditions of Employment - Nursing Staff**

(1) In accordance with clause 4.7 (1) (c) of this Agreement, nurses working in the extended hours service *[will or will not]* receive a paid meal break as from *[date]* on the following extended hours shifts:

- *[specify actual shift times]*

Meal breaks for all other shifts will be in accordance with the individual employee's entitlement under the relevant award.

(2) In accordance with clause 4.7(4) of this Agreement, nurses working in the extended hours service *[will/will not]* receive an additional week's leave in lieu of extra payment for work performed upon a public holiday. *[This agreement will take effect as from [date]]*.

### **3.5 Terms and Conditions of Employment - Professional and Technical Health Service Employees**

(1) In accordance with clause 4.8 (1) of this Agreement, employees working in the extended hours service *[will or will not]* receive a paid meal break on the following extended hours shifts:

- *[specify actual shift times]*

*[This agreement will take effect as from [date]]*.

(2) In accordance with clause 4.8(2) of this Agreement, employees working in the extended hours service *[will/will not]* receive an additional week's leave in lieu of extra payment for work performed upon a public holiday. *[This agreement will take effect as from [date]]*.

**SCHEDULE 1**

**Arrangements for Individual District Health Services**

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*[delete any party below who is not a signatory to this Schedule]*

Signed for - Queensland Department of Health  
Signature: .....  
Print Name: .....

In the presence of -  
Signature: .....  
Print Name: .....

Signed for - Queensland Nurses Union of Employees  
Signature: .....  
Print Name: .....

In the presence of -  
Signature: .....  
Print Name: .....

Signed for - State Public Services Federation, Queensland Union of Employees  
Signature: .....  
Print Name: .....

In the presence of -  
Signature: .....  
Print Name: .....

Signed for - Australian Workers' Union of Employees, Queensland  
Signature: .....  
Print Name: .....

In the presence of -  
Signature: .....  
Print Name: .....

**SCHEDULE 1**

**Arrangements for Individual District Health Services**

---

Signed for -  
Australian Liquor Hospitality and Miscellaneous  
Workers' Union, Queensland Branch, Union of  
Employees

Signature: .....

Print Name: .....

In the presence of -

Signature: .....

Print Name: .....

Signed for -  
Australian Municipal, Administrative, Clerical and  
Services Union, Central and Southern Queensland,  
Clerical and Administrative Branch, Union of Employees

Signature: .....

Print Name: .....

In the presence of -

Signature: .....

Print Name: .....