

Attachment A

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certifying an agreement

Queensland Department of Health (Queensland Health)

AND

**The Queensland Nurses' Union of Employees,
(No. CA_ of 2006)**

NURSES (QUEENSLAND HEALTH) CERTIFIED AGREEMENT (EB6) 2006

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on _ June 2006 between the Queensland Department of Health (Queensland Health) and the Queensland Nurses' Union of Employees, witnesses that the parties mutually agree as follows:

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1. Title

This Agreement shall be known as the *Nurses (Queensland Health) Certified Agreement (EB6) 2006*.

2. Duration of Agreement

This Agreement certified on 16 June 2006 shall operate administratively from 27 March 2006 and has a nominal expiry date of 26 March 2009.

3. Relationship with other Awards and Certified Agreements

3.1 This Agreement incorporates the provisions of the *Nurses (Queensland Public Hospitals) Award 2004*, which is set out in Schedule 2 and the *Nurses (Queensland Public Health Sector) Award 2004*, which is set out in Schedule 3. Where there is an inconsistency arising from a superior employee entitlement under this Agreement, compared with Schedule 2 or 3, the main body of this Agreement will prevail to the extent of any inconsistency.

3.2 This Agreement incorporates the provisions of *Nurses (Queensland Health) – Section 170MX Award 2003* which is set out in Schedule 4. Where there is an inconsistency arising from a superior employee entitlement under this Agreement, compared with Schedule 4, the main body of this Agreement will prevail to the extent of any inconsistency.

4. Parties to Agreement and Persons Bound

4.1 The parties to this Agreement are:

- the Queensland Nurses' Union of Employees ("QNU"); and
- the Queensland Department of Health on behalf of the State of Queensland ("Queensland Health").

4.2 This Agreement is binding upon the parties, and employees covered by the agreement.

4.3 A copy of this Agreement shall be exhibited so as to be easily read by all employees:

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

5. Application of Agreement

This Agreement will apply to the following persons employed by Queensland Health:

- Assistants in Nursing;
- Undergraduate Students in Nursing and Midwifery;
- Enrolled Nurses;
- Enrolled Nurses (Advanced Practice);
- Registered Nurses and Midwives;
- Nurse Practitioners.

6. Purpose of Agreement

6.1 The purpose of this agreement is to:

- improve the wages and conditions for nurses and the quality of their working lives;
- attract and retain nurses in the Queensland public health system;
- assist nurses to balance work with their personal lives;
- support the provision of quality care including the effective management of nursing workloads;
- enhance nursing function, status and roles;
- support patient centred models of care and responsiveness to new or changing health service needs;
- provide rewarding career paths for nurses;
- encourage professional development and on-going skills enhancement;
- promote and facilitate best practice in human resource management;
- promote an interest based (mutual gains) approach to implementation of the agreement.

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

6.3 ILO Conventions

Queensland Health accepts obligations made under international labour standards. Queensland Health will support employment policies, which take account of:

- Convention 100 – Equal Remuneration (1951);
- Convention 111 – Discrimination (Employment and Occupation) (1958);
- Convention 122 – Employment Policy (1964);
- Convention 142 – Human Resource Development (1975); and
- Convention 156 – Workers with Family Responsibilities (1981).

The parties to this Agreement shall monitor the extent to which policies and practices match relevant obligations under these conventions. Any real or perceived deficiencies will be the subject of discussions between the parties to develop agreed strategies to address any problems.

7. Renewal or Replacement of Agreement

The parties to this Agreement will commence discussions for a replacement agreement at least 6 months prior to the expiration of this Agreement

8. Procedure for Preventing and Settling Disputes and Grievances.

8.1 The parties to this Agreement aim to avoid or speedily resolve any dispute over matters covered by the Agreement. This aim will be achieved through the provision of information, explanation, consultation, cooperation and negotiation.

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

In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedure shall apply:

- a) The matter is to be discussed between the employee(s) concerned and their Line Manager in the first instance. This discussion should take place within twenty-four (24) hours of the issue being raised.
- b) If the matter is not resolved as per (a) above, it shall be referred to the relevant Union Delegate/Representative and/or Union Official and the District Manager (or equivalent) and/or nominee. A conference of the parties shall be arranged to discuss the issue. This process should not extend beyond seven (7) days.
- c) If the issue remains unresolved, it shall be referred to the Secretary of the Queensland Nurses' Unions and/or nominee and the Director-General of the Department of Queensland Health and/or nominee. The parties shall discuss the issue and decide on appropriate action. This process shall not extend beyond fourteen (14) days.
- d) If the matter is not resolved then either party may refer it to the Queensland Industrial Relations Commission.

Where appropriate, matters may be referred to the NIBB Implementation Group.

8.2 Grievances and disputes in relation to workload management will be addressed in accordance with Clause 17.2 of Schedule 4, being the Nursing Workloads Grievance Procedure.

8.3 All other grievances and disputes will be addressed in accordance with Clause 9, Grievance Procedure, of Schedule 2, except those grievances and disputes that relate to the interpretation or implementation of this agreement which is provided for in Clause 8.1.above.

8.4 Where an employee has a reasonable concern about an imminent risk to his or her health and safety, the Health Service District (or equivalent) shall ensure that:-

- The status quo prior to the existence of the grievance or dispute is to continue while the procedure is being followed; and/or
- Employees shall not work in an unsafe environment. Where appropriate the employee shall accept reassignment to alternative suitable work/work environment in the meantime;
- The employer/management in conjunction with the Occupational Health & Safety Committee will promptly ensure that the problem/s are resolved having regard to Occupational Health & Safety standards;

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

- 8.6 For the purposes of this clause of the agreement status quo shall mean:-
 “whilst a grievance is being followed, work shall continue as it was prior to the grievance occurring, except in cases of safety hazards, sexual harassment, or conflict between a religious or other similar belief and the performance of a specific authorised work activity.”
- 8.7 By way of clarification, where either party refers a matter that remains unresolved to an industrial commission, that industrial commission will be the Queensland Industrial Relations Commission.

PART 2 – WAGES AND RELATED MATTERS

9. Increases to Wages and Allowances

- 9.1 The salaries for employees covered by this Agreement are contained in Schedule 1 which represents the following increases:

3.5% or \$26.25, whichever is the greater, payable from 27 March 2006 (NAAIP);
 4% or \$30 per week, whichever is the greater, payable from 26 October 2006;
 4% or \$30 per week, whichever is the greater, payable from 1 July 2007;
 4% or \$30 per week, whichever is the greater, payable from 1 July 2008;
 3.5% or \$26.25, whichever is the greater, payable from 1 December 2008 (NAAIP).

The purpose of the Nursing Attraction and Advancement Incentive Payments (NAAIP) is to

- attract and retain nurses in the Queensland public health system;
- enhance nursing function and roles;
- support patient centred models of care and responsiveness to new or changing health service needs.

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

Allowance	Clause in Schedule 4	As at 26 October 2006 \$	As at 1 July 2007 \$	As at 1 July 2008 \$
Targeted Training AINs	11.2	23.30	24.25	25.25
Targeted Training AAINs	12.2	23.30	24.25	25.25
Hyperbaric	25.2	17.30	18.00	18.75
Mental Health Environment	29	17.30	18.00	18.75
Relieving In Charge and Special Duty	28.1.3	9.05	9.45	9.85
*X Ray	n/a	7.65	8.00	8.35

*Note: X Ray allowance is provided in clause 21.12 of Schedule 2

- 9.3 Any Wage Case increase (e.g. “Safety Net Adjustments”, “Living Wage” increases or the like) shall be absorbed into the pay points prescribed under this Agreement.

10. Continuing Education Credentials – Accelerated Advancement and Qualifications Allowance

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

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

11. Night Shift Allowance

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

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

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

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

12. On call Rates

12.1 The on-call rates are linked to the new NO4-1 hourly rate of pay as from 27 March 2006 and are increased by 4% as outlined in the table below:

Classification		As at 26.10.05 \$	As at 27.03.06 \$	As at 26.10.06 \$	As at 1.07.07 \$	As at 1.07.08 \$
Registered Nurse & Enrolled Nurse	Sunday, Public Holidays and RDO	27.70	30.05	31.25	32.50	33.80
	Saturday	23.74	30.05	31.25	32.50	33.80
	Monday to Friday	15.83	16.42	17.08	17.76	18.47
AIN's	Saturday, Sunday, Public Holidays and RDO	6.75	30.05	31.25	32.50	33.80
	Night only – Saturday, Sunday, Public Holidays and RDO	4.34	18.87	19.62	20.40	21.22
	Any other night	2.71	16.42	17.08	17.76	18.47

12.2 All nurses covered by this agreement are entitled to the on-call allowance except:

- Directors of Nursing in receipt of the 15% loading for extended hours in accordance with Clause 16 of Schedule 4;
- Midwives in receipt of an annualised salary in accordance with clause 20 and Schedule 7 of this Agreement.

13. Salary Packaging

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

14. Superannuation

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

15. Implementation of Revised Nursing Salary Spine

The revised salary spine will commence on 27 March 2006. The revised salary spine and translation arrangements are contained in Schedule 5 of this Agreement.

16. New Nursing Career Structure

The parties will develop and implement a new Nursing Career Structure within the life of this Agreement. The parties have agreed to a classification structure which forms the basis of the new Nursing Career Structure. The agreed classification structure is outlined in Schedule 6 of this Agreement.

PART 3 – EMPLOYMENT CONDITIONS

17. Professional Development

- 17.1** For the purpose of this Clause only, “permanent part-time” means:- *employed on a permanent basis and working a minimum of 16 hours per fortnight*. Permanent part-time Registered Nurses and Enrolled Nurses are entitled to the professional development provisions in 17.2, 17.4, 17.5, 17.6 & 17.7 on a pro-rata basis.
- 17.2** All permanent Registered Nurses and permanent Enrolled Nurses employed at the date of certification of this Agreement will receive an immediate one-off payment of \$2,000 as an immediate contribution towards their Professional Development.
- 17.3** Professional Development Leave entitlements under Remote Area Nurses Incentive Package (RANIP) will remain unchanged with the exception of the ability to cash out associated costs in accordance with Clause 17.6.
- 17.4** As from 1 January 2007, all permanent Registered Nurses and permanent Enrolled Nurses, other than those entitled to professional development under RANIP, are entitled to three (3) days (24 hours) per annum paid Professional Development Leave, cumulative for two (2) years. The leave is paid at single time.
- 17.5** All reasonable travel time associated with accessing Professional Development Leave in 17.4 will be treated as paid work time on the basis of no more than eight (8) hours single time for each day of travel.
- 17.6** As from 1 January 2007, RANIP will be adjusted to allow for the cashing out of costs associated with professional development up to a maximum of \$2,500 per annum.
- 17.7** As from 1 January 2007 all permanent Registered Nurses and permanent Enrolled Nurses, other than those entitled to professional development under RANIP, will be entitled to costs associated with Professional Development Leave, up to the following amounts:
- Category B \$2,500 per annum
 - Category A \$2,000 per annum
 - Category C \$1,500 per annum.
- 17.8** Any amount of the entitlement to costs specified in 17.7, which is not utilised at the end of a two (2) year period, will be paid out to the employee. Any component of the Professional Development Leave entitlement for nurses other than those entitled under RANIP which is not accessed after two (2) years will be waived.
- 17.9** Paid professional development leave is an entitlement over and above all current entitlements, assistance or obligations. That is, this leave will not be used as a substitute for current mandatory training, maintenance of ongoing nursing skills necessary for a nurse to perform the normal duties and functions of their position (or other training required by the employer). Professional development leave is not a substitute for the assistance provided by Study and Research Assistance Scheme (SARAS).
- 17.10** The allocation of Districts and centres to categories is as follows:

Category A (\$2000)		Category B (\$2,500)
Banana HSD	North Burnett HSD	
Bowen HSD	Northern Downs HSD	Central West HSD
Central Highlands HSD	Roma HSD	Charleville HSD
Charters Towers HSD	South Burnett HSD	Mt Isa HSD
Innisfail HSD	Southern Downs HSD	
Moranbah HSD	Tablelands HSD	

Eligible Facilities		
Proserpine	Ingham	Richmond
Cooktown	Mossman	Hughenden

Any RANIP facility located in any above district will remain under the provision of RANIP.

Category C (\$1,500) – remaining facilities not specified in RANIP, Category A or B

17.11 Queensland Health will ensure that back-filling for Professional Development Leave is fully funded and incorporated in service budgets.

18 Remote Area Nurses Incentive Package (RANIP)

18.1 The RANIP arrangements will be extended to include Enrolled Nurses.

18.2 Queensland Health agrees to undertake a joint review of the application of RANIP, in particular the centres to which RANIP will apply, within six (6) months of certification of this Agreement.

18.3 The review of the application of RANIP to the Mt Isa Health Service District will be given immediate priority by the review group, that is, within two (2) months of date of certification.

19 Graduate Nurse Transition Support

19.1 In addition to all current graduate nurse transition support provided by Queensland Health, the following funding support will be provided at a rate:

- a) Equivalent to one additional weeks training for each graduate nurse; and
- b) Equivalent to one week backfilling for Registered Nurses (NO1) at the ratio of one experienced Registered Nurse to 6 new graduates.

20. Midwifery Models of Care

20.1 Queensland Health acknowledges the change in the way midwifery care is provided and the need to review the mainstream system of care. The main elements of this change include consistency and continuity of care during the antenatal, intrapartum and postpartum periods.

20.2 Schedule 7 of this agreement outlines definitions and the industrial framework for the development of local agreements for a midwifery model of care. This schedule replaces clause 23 of Schedule 4 of this agreement.

20.3 Local agreements must be sent to Corporate HR/IR Policy and Strategy Centre (CHRIRPSC) and the QNU for final review before implementation.

21. Rest Breaks Between Shifts

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

22. Parental Leave

The existing IRMs governing employees’ entitlement to parental leave will be adjusted to provide 12 weeks paid maternity leave which may be taken at half pay for double the period of time and 12 weeks paid adoption leave for the primary carer of the adopted child which may be taken at half pay for double the period of time. The increased leave will take effect from 1 July 2005.

23. Long Service Leave

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

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

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

24. Annual Leave

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

24.2 Directors of Nursing paid at the NO4 rate in Schedule 1 of this Agreement (DONs previously classified NO3 and NO4) will receive an additional one week's annual leave per year. The additional week is further recognition for the extended spread of hours performed by the NO4 Directors of Nursing.

25. Extra Leave for Proportionate Salary

25.1 Extra leave for proportionate salary is a scheme where employees are able to access between one (1) and six (6) weeks "extra" leave in addition to paid annual recreation leave and other entitlements.

25.2 The effect is to provide a continuous reduced average salary over the twelve (12) month cycle that allows for the payment of a proportional salary to cover the period of the "extra" leave. This arrangement is sometimes called "purchased leave".

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

26. Job Security and Permanent Employment

26.1 The employer is committed to maximising permanent employment and to job security for its permanent employees.

26.2 The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation.

26.3 Job reductions by forced redundancies will not occur.

26.4 Volunteers and other unpaid persons will not be used to fill funded vacant positions.

26.5 The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation.

27 Contracting Out

27.1 It is the clear policy of the employer not to contract out or to lease current services. There will be no contracting out or leasing of services currently provided by the employer at existing sites except in the following circumstances:

- in the event of critical shortages of skilled staff;
- the lack of available infrastructure capital and the cost of providing technology;
- extraordinary or unforeseen circumstances; or
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out.

27.2 Any dispute between the parties arising out of this clause will be dealt with in accordance with Clause 8 Procedure for Preventing and Settling Disputes and Grievances of this Agreement.

27.3 Consultation Processes – General includes:

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

27.4 Consultation Processes – Emergent Circumstances includes:

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

28 Collocation

28.1 If it is intended that there are further collocations of public and private health services, full consultation will occur at the outset with the union.

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

PART 4 – QUEENSLAND HEALTH REFORM

29. Five Nursing Priority Areas

29.1 The Queensland Health Systems Review (Forster Report) recommendations have highlighted a range of nursing workforce issues to be addressed including:

- Providing immediate workload relief to nurses;
- Improving retention of nursing staff;
- Maximising the value of nursing workforce; and
- Improving nursing education and training.

29.2 The parties agree that five key priority nursing workforce issues underpin the successful implementation of this agreement. These five key priority nursing workforce issues are:

- a) The development and implementation of a nursing recruitment strategy
- b) Effective management of nursing workloads and nursing workforce planning
- c) Adoption of a consistent approach to models of contemporary nursing practice
- d) The implementation of a nursing education and development framework
- e) The implementation of a work-life balance strategy for nurses.

29.3 Matters to be addressed in these five key priority areas include but are not limited to the following actions.

- a) The development and implementation of a nursing recruitment strategy:
 - Retention and engagement of existing staff (including examination of work environment eg child care, car parking and accommodation);
 - Targeted advertising campaign to attract and re-attract employees into the Queensland Health Nursing workforce;
 - Refresher and re-entry programmes;
 - Graduate and undergraduate employment opportunities.

- b) Effective management of nursing workloads and nursing workforce planning:
 - The necessity to ensure transparent application of the BPF including:
 - The provision of full service profiles for each ward/unit;
 - A dedicated annual budget allocation to ensure ongoing training in the application and interpretation of the revised BPF to all nursing staff;
 - The employment (identification) of a senior nurse within each Health Service District to be responsible for overseeing the implementation and application of the BPF;
 - The full implementation of notional Nurse to Patient ratios to be defined for each shift within a ward/unit;
 - A consistent position on the issue of direct and indirect hours;
 - The provision of adequate time within the BPF to enable nurses to attend mandatory in-service training and development;
 - Expand application of BPF to non acute, specialised (e.g. community, mental health etc) and rural areas.
 - District level business plans incorporating adequate budgets to support workload management;
 - Career succession planning be incorporated in workforce planning framework;
 - On-going workforce planning and management of service demand/supply pressures.

- c) Adoption of a consistent approach to models of contemporary nursing practice:
 - The advancement of expanded or new nursing roles (eg extended practice nurse roles, nurse practitioners);
 - Midwifery models of care;
 - Multidisciplinary team models of care;
 - The appropriate use of Assistants in Nursing;
 - Evidence based practice;
 - Continuum of care;
 - A joint review of the nursing career structure and generic level statements that appropriately incorporates new or expanded nursing roles.

- d) The implementation of a nursing education and development framework:
 - Ability for nursing staff to access education, training and development;
 - Access includes the ability for backfilling of positions to facilitate this occurring;
 - Graduate education training and development (including transition year for practice);
 - Ongoing professional development and education for current nursing staff working in Queensland Health (including the role of nurse educators);
 - Access to appropriate support for nurses to undertake postgraduate studies.

- e) The implementation of a work-life balance strategy for nurses:
 - The appropriateness of existing family friendly strategies and current take up rates by nurses;
 - The adequacy of external supports for the families of nurses (eg child and elder care) and strategies to improve these;
 - Issues relating to working patterns for older nurses (eg the need for phased pre-retirement initiatives);
 - Working patterns and rostering and the affect this has on workforce attachment options (e.g. casual versus permanent employment);

- Improving financial literacy and security for nurses.

29.4 Joint Queensland Health/Queensland Nurses' Union working parties will be established for each of the five priority areas. Each of these working parties will report back to the NIBB implementation group through the office of the Chief Nursing Officer. These working groups will provide detailed submissions on proposed initiatives to the Chief Nursing Officer to be provided to the NIBB implementation group for consideration by 30 October 2006. This will facilitate the preparation and consolidation of budget submissions on nursing workforce matters.

30. Workforce Enhancement

30.1 The parties are committed to timely, collaborative initiatives for workforce enhancement. These initiatives are intended to complement work in the five priority areas and include (but are not limited to):

- Nursing role development;
- Further implementation of Enrolled Nurse Advanced Practice positions;
- Appropriate use of temporary engagements and maximisation of permanent employment;
- Best practice rostering; and
- Support for the further education of Assistants in Nursing through the attainment of Certificate III qualifications.

30.2 Such initiatives might be conducted at a work unit or local facility level or may be part of a wider strategy across Queensland Health. The NIBB Implementation Group will oversee these initiatives.

31. Workload Management

31.1 The parties acknowledge the critical importance of the need to effectively manage nursing workloads. In particular the parties acknowledge the need for significant work to be undertaken to ensure the integrity and appropriate application of the existing agreed nursing workload management tool – the Business Planning Framework – Nursing Resources (BPF). This will include the determination of a sufficient allocation of time within the BPF to enable nurses to attend mandatory training.

31.2 It is also acknowledged that given the time required to ensure the appropriate review, extension and amendment of the BPF, agreed transitional workload strategies will need to be implemented. The parties agree that such transitional arrangements must incorporate a budget approach to managing nursing workloads that ensures the number of nurses required matches the number supplied to provide an identified service. The parties also recognise that professional judgement is a valid criterion for deeming a definitive level of nursing staffing as being safe.

31.3 As an immediate response, the BPF will be amended to incorporate the backfilling required for implementation of:

- The Professional Development entitlement for permanent registered nurses and permanent enrolled nurses;
- The graduate nurse transition arrangements;
- Extension of RANIP for enrolled nurses; and
- Additional one (1) week leave to Directors of Nursing paid at the NO4 rate in Schedule 1 (DONs previously classified at NO3 and NO4).

31.4 Having regard to workload management issues, the parties agree that where a permanent nursing employee leaves due to retirement, resignation, termination, transfer or promotion they will be replaced by a permanent employee as soon as possible. Where it is not possible to fill a vacancy appropriate workloads will be maintained by the application of the BPF principles.

32. State Awards

32.1 Due to the federal Government's amendment of the *Workplace Relations Act 1996 (C'th)* by the *Work Choices Act 2005*, the wages and conditions of nurses employed in Queensland Health can no longer be regulated in the federal industrial jurisdiction. Consequently it is necessary to make new awards under the *Industrial Relations Act 1999 (Qld)* to replace the awards listed in Schedule 2, 3 & 4 of this Agreement.

32.2 The parties will commence negotiations for these new awards within three (3) months of certification of this Agreement.

- 32.3 The new awards will not reduce the entitlements of employees provided in Schedules 2, 3 and 4.
- 32.4 The parties agree that the new awards will not take effect until after the nominal expiry date of this Agreement, except by consent of both parties and the approval of the Queensland Industrial Relations Commission.
33. **Workplace Bullying**
- 33.1 Queensland Health recognises that workplace bullying is a serious workplace issue which is not acceptable and must be eliminated.
- 33.2 Queensland Health is committed to implementing the agreed outcomes of the Relationship Interest Based Bargaining (RIBB) group in respect to workplace bullying and harassment during the life of the Agreement.

PART 5 – INDUSTRIAL RELATIONS MATTERS AND CONSULTATION

34. Collective Industrial Relations

- 34.1 The employer is committed to collective agreements with unions and does not support non-union agreements, Queensland Workplace Agreements or Australian Workplace Agreements.
- 34.2 The parties to this Agreement acknowledge that structured, collective industrial relations will continue as a fundamental principle. The principle recognises the important role of unions in the workplace and the traditionally high levels of union membership in the workplaces subject to this Agreement.
- 34.3 The parties to this Agreement support constructive relations between the parties and recognise the need to work co-operatively in an open and accountable way.
- 34.4 Agreed arrangements regarding “Union Encouragement”, “Leave to Undertake Work with Relevant Union”, “Industrial Relations Education Leave” and “Union Delegates Assistance”, as contained in Queensland Health Industrial Relations Policies (IRMs) are listed in Schedule 4 and form part of this Agreement.

35. Commitment to Consultation

- 35.1 The parties to this Agreement recognise that for the Agreement to be successful, the initiatives contained within this Agreement need to be implemented through an open and consultative process.
- 35.2 The parties to this Agreement are committed to involving employees and their union representatives in the decision-making processes affecting the workforce. Employees will be encouraged to participate in the consultation processes by allowing adequate time to understand, analyse, seek appropriate advice from their union and respond to such information.
- 35.3 Consultation requires the exchange of timely information relevant to the issues at hand, and a genuine desire for the consideration of each party’s views, before making a final decision.
- 35.4 Local and District Consultative Forums (LCF/DCF) will continue in accordance with the Terms of Reference agreed by the parties represented on such Forums. The relevant parties will jointly evaluate the effectiveness of, and modify where necessary, all consultative forums during the life of this Agreement.

36. Implementation

- 36.1 The parties agree that an interest based approach (mutual gains) will be adopted to ensure the appropriate implementation of this agreement at the central and local facility level. An interest based approach aims to:
- Promote a relationship based on trust;
 - Search for mutual gains while managing conflicts of interest; and
 - Arrive at a fair outcome.

36.2 Such an approach is consistent with effecting the cultural shift required as outlined in the current *Queensland Health Code of Conduct (March 2006)*. Fair and transparent decision making and an interest based bargaining approach will facilitate the advancement of cultural change within nursing.

36.3 A NIBB Implementation Group that will be comprised of equal representation from Queensland Health and the Queensland Nurses' Union will be established to oversee the implementation of this agreement. This group will monitor and report regularly on progress of implementation of the agreement, paying particular attention to work undertaken in the five (5) key priority area projects (refer to clause 27).

36.4 The NIBB Implementation Group will develop an agreed monitoring framework to measure the implementation of this agreement and will report progress to the Queensland Health nursing workforce at least annually during the life of this agreement.

37 Organisational Change and Restructuring

37.1 The parties agree that organisational change and restructuring shall be conducted in accordance with the agreed processes outlined in the Queensland Health Change Management Guidelines.

37.2 When it is decided to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset. All parties will participate in a constructive manner.

38 Workplace Health and Safety

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

38.2 A Queensland Health Workplace Health and Safety Advisory Committee has been established jointly with Queensland Health and the public health sector unions which will continue to oversee progress on workplace health and safety issues.

38.3 Further, without limiting the issues which may be included, the parties agree to address the following issues:

- guidelines on security for health care establishments;
- aggressive behaviour management;
- workplace stress;
- workplace bullying (also refer to clause 33 of this agreement);
- working off-site;
- workplace rehabilitation;
- workers compensation;
- management of ill or injured employees; and
- guidelines for work arrangements (including hours of work).

39 Equity

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

39.2 Queensland Health will meet its statutory obligations under the *Equal Opportunity in Public Employment Act 1992* to consult with the union by agreed consultative mechanisms. Regular status reports will be provided via the inclusion of this issue as a standing agenda item on DCF or equivalent.

39.3 A Queensland Health Employment Equity Advisory Committee has been established jointly with Queensland Health and the public health sector unions.

PART 6 – NO FURTHER CLAIMS

40. No Further Claims

- 40.1** This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not with the exception of the matters in 40.2. This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 40.2** It is agreed that the following changes may be made to employees rights and entitlements during the life of this agreement:
- a) General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - b) Any improvements in conditions that are determined on a whole-of-government basis;
 - c) Reclassification;
 - d) The matters in Clause 16 "New Nursing Career Structure";
 - e) The matters in Clause 32 "State Awards".
- 40.3** Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, IRMs, and Directives or Determinations made under the Health Service Act 1991 effective at the date of this Agreement was made shall not be reduced for the life of this Agreement.

SCHEDULE 1 WAGE RATES

NURSES (QUEENSLAND PUBLIC HOSPITALS) AWARD – 2004

Classification	Wage Increase of 3.5% or \$26.25 per week whichever is the greatest from 27 March 2006		Wage increase of 4% or \$30 per week whichever is the greater from 26 October 2006		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2007		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2008		Wage increase of 3.5% or \$26.25 per week whichever is the greater from 1 December 2008	
	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight
Assistant in Nursing										
First Year	33,128	1,269.80	34,693	1,329.80	36,259	1,389.80	37,824	1,449.80	39,194	1,502.30
Second Year (Age 21)	34,115	1,307.60	35,680	1,367.60	37,245	1,427.60	38,811	1,487.60	40,180	1,540.10
Third Year	34,743	1,331.70	36,308	1,391.70	37,874	1,451.70	39,439	1,511.70	40,819	1,564.60
Fourth Year	35,779	1,371.40	37,344	1,431.40	38,910	1,491.40	40,475	1,551.40	41,892	1,605.70
Fifth Year and thereafter	36,804	1,410.70	38,369	1,470.70	39,935	1,530.70	41,532	1,591.90	42,986	1,647.60
Sixth Year	37,326	1,430.70	38,891	1,490.70	40,457	1,550.70	42,075	1,612.70	43,548	1,669.20
Undergraduate Students in Nursing and Midwifery										
Second Year Students	34,115	1,307.61	35,680	1,367.61	37,245	1,427.61	38,811	1,487.61	40,180	1,540.11
Third Year Students	34,743	1,331.70	36,308	1,391.70	37,874	1,451.70	39,439	1,511.70	40,819	1,564.60
Enrolled Nurse										
Paypoint 1	36,812	1,411.00	38,377	1,471.00	39,943	1,531.00	41,540	1,592.20	42,994	1,648.00
Paypoint 2	37,435	1,434.90	39,000	1,494.88	40,566	1,554.90	42,188	1,617.10	43,665	1,673.70
Paypoint 3	38,059	1,458.80	39,624	1,518.80	41,209	1,579.60	42,858	1,642.70	44,358	1,700.20
Paypoint 4	38,688	1,482.90	40,253	1,542.90	41,864	1,604.60	43,538	1,668.80	45,062	1,727.20
Paypoint 5	39,348	1,508.20	40,922	1,568.50	42,559	1,631.30	44,261	1,696.50	45,810	1,755.90
Provided that an employee under age 21 shall be paid:										
76% of Paypoint 1	27,977	1,072.40	29,167	1,118.00	30,356	1,163.60	31,571	1,210.10	32,676	1,252.50
79% of Paypoint 2	29,574	1,133.60	30,810	1,181.00	32,047	1,228.40	33,329	1,277.50	34,495	1,322.20
84% of Paypoint 3	31,970	1,225.40	33,284	1,275.80	34,616	1,326.80	36,001	1,379.90	37,261	1,428.20

Classification	Wage Increase of 3.5% or \$26.25 per week whichever is the greatest from 27 March 2006		Wage increase of 4% or \$30 per week whichever is the greater from 26 October 2006		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2007		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2008		Wage increase of 3.5% or \$26.25 per week whichever is the greater from 1 December 2008	
	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight
Enrolled Nurse - Advanced Practice										
First Year	40,531	1,553.60	42,152	1,615.70	43,838	1,680.30	45,592	1,747.50	47,188	1,808.70
Second Year	41,171	1,578.10	42,817	1,641.20	44,530	1,706.80	46,311	1,775.10	47,932	1,837.20
Nursing Officer Level 1										
Re-entry	41,171	1,578.10	42,817	1,641.20	44,530	1,706.80	46,311	1,775.10	47,932	1,837.20
First Year	43,110	1,652.40	44,834	1,718.50	46,628	1,787.20	48,493	1,858.70	50,190	1,923.80
Second Year	45,154	1,730.80	46,960	1,800.00	48,838	1,872.00	50,792	1,946.90	52,570	2,015.00
Third Year	47,198	1,809.10	49,086	1,881.50	51,049	1,956.70	53,091	2,035.00	54,950	2,106.20
Fourth Year	49,243	1,887.50	51,213	1,963.00	53,261	2,041.50	55,392	2,123.20	57,331	2,197.50
Fifth Year	51,296	1,966.20	53,348	2,044.80	55,482	2,126.60	57,701	2,211.70	59,720	2,289.10
Sixth Year	53,349	2,044.80	55,482	2,126.60	57,702	2,211.70	60,010	2,300.20	62,110	2,380.70
Seventh Year	55,398	2,123.40	57,614	2,208.30	59,918	2,296.70	62,315	2,388.50	64,496	2,472.10
Nursing Officer with Midwifery Certificate only										
First Year	41,171	1,578.10	42,817	1,641.20	44,530	1,706.80	46,311	1,775.10	47,932	1,837.20
Second Year	43,110	1,652.40	44,834	1,718.50	46,628	1,787.20	48,493	1,858.70	50,190	1,923.80
Third Year	45,154	1,730.70	46,960	1,800.00	48,838	1,872.00	50,792	1,946.80	52,570	2,015.00
Nursing Officer Level 2										
First Year	56,347	2,159.80	58,601	2,246.20	60,945	2,336.00	63,383	2,429.50	65,602	2,514.50
Second Year	57,679	2,210.80	59,986	2,299.30	62,385	2,391.20	64,881	2,486.90	67,152	2,573.90
Third Year	59,018	2,262.20	61,379	2,352.60	63,834	2,446.70	66,387	2,544.60	68,711	2,633.70
Fourth Year	60,363	2,313.70	62,778	2,406.30	65,289	2,502.50	67,901	2,602.60	70,277	2,693.70
Nursing Officer Level 4										
First Year	69,271	2,655.10	72,041	2,761.30	74,923	2,871.80	77,920	2,986.70	80,647	3,091.20
Second Year	72,416	2,775.70	75,313	2,886.70	78,325	3,002.20	81,458	3,122.30	84,309	3,231.60

Classification	Wage Increase of 3.5% or \$26.25 per week whichever is the greatest from 27 March 2006		Wage increase of 4% or \$30 per week whichever is the greater from 26 October 2006		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2007		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2008		Wage increase of 3.5% or \$26.25 per week whichever is the greater from 1 December 2008	
	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight
Third Year	74,225	2,845.10	77,194	2,958.90	80,282	3,077.20	83,493	3,200.30	86,416	3,312.30
Nursing Officer Level 4 DON										
First Year	79,661	3,053.40	82,848	3,175.50	86,162	3,302.60	89,608	3,434.70	92,744	3,554.90
Second Year	83,278	3,192.10	86,609	3,319.70	90,074	3,452.50	93,677	3,590.60	96,955	3,716.30
Third Year	85,359	3,271.80	88,773	3,402.70	92,324	3,538.80	96,017	3,680.30	99,378	3,809.20
Nurse Practitioner										
First Year	78,036	2,991.10	81,157	3,110.80	84,404	3,235.20	87,780	3,364.60	90,852	3,482.40
Second Year	79,987	3,065.90	83,186	3,188.50	86,514	3,316.10	89,974	3,448.70	93,123	3,569.40
Nursing Officer Level 5										
First Year	81,485	3,123.30	84,744	3,248.20	88,134	3,378.20	91,659	3,513.30	94,867	3,636.30
Second Year	85,452	3,275.40	88,870	3,406.40	92,425	3,542.60	96,122	3,684.40	99,486	3,813.30
Nursing Officer Level 6	91,226	3,496.70	94,875	3,636.60	98,670	3,782.00	102,617	3,933.30	106,208	4,071.00
Nursing Officer Level 7	100,468	3,850.90	104,487	4,005.00	108,666	4,165.20	113,013	4,331.80	116,968	4,483.40
Nursing Officer Level 8	107,575	4,123.30	111,878	4,288.30	116,353	4,459.80	121,007	4,638.20	125,242	4,800.50
Nursing Officer Level 9	130,860	5,015.90	136,095	5,216.50	141,538	5,425.20	147,200	5,642.20	152,352	5,839.60

NURSES (QUEENSLAND PUBLIC HEALTH SECTOR) AWARD 2004

Classification	Wage Increase of 3.5% or \$26.25 per week whichever is the greatest from 27 March 2006		Wage increase of 4% or \$30 per week whichever is the greater from 26 October 2006		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2007		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2008		Wage increase of 3.5% or \$26.25 per week whichever is the greater from 1 December 2008	
	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight
Assistant in Nursing										
First Year	33,128	1,269.80	34,693	1,329.80	36,259	1,389.80	37,824	1,449.80	39,194	1,502.30
Second Year (Age 21)	34,115	1,307.60	35,680	1,367.60	37,245	1,427.60	38,811	1,487.60	40,180	1,540.10
Third Year	34,743	1,331.70	36,308	1,391.70	37,874	1,451.70	39,439	1,511.70	40,819	1,564.60
Fourth Year	35,779	1,371.40	37,344	1,431.40	38,910	1,491.40	40,475	1,551.40	41,892	1,605.70
Fifth Year and thereafter	36,804	1,410.70	38,369	1,470.70	39,935	1,530.70	41,532	1,591.90	42,986	1,647.60
Sixth Year	37,326	1,430.70	38,891	1,490.70	40,457	1,550.70	42,075	1,612.70	43,548	1,669.20
Undergraduate Students in Nursing and Midwifery										
Second Year Students	34,115	1,307.61	35,680	1,367.61	37,245	1,427.61	38,811	1,487.61	40,180	1,540.11
Third Year Students	34,743	1,331.70	36,308	1,391.70	37,874	1,451.70	39,439	1,511.70	40,819	1,564.60
Enrolled Nurse										
Paypoint 1	36,812	1,411.00	38,377	1,471.00	39,943	1,531.00	41,540	1,592.20	42,994	1,648.00
Paypoint 2	37,435	1,434.90	39,000	1,494.88	40,566	1,554.90	42,188	1,617.10	43,665	1,673.70
Paypoint 3	38,059	1,458.80	39,624	1,518.80	41,209	1,579.60	42,858	1,642.70	44,358	1,700.20
Paypoint 4	38,688	1,482.90	40,253	1,542.90	41,864	1,604.60	43,538	1,668.80	45,062	1,727.20
Paypoint 5	39,348	1,508.20	40,922	1,568.50	42,559	1,631.30	44,261	1,696.50	45,810	1,755.90
Enrolled Nurse - Advanced Practice										
First Year	40,531	1,553.60	42,152	1,615.70	43,838	1,680.30	45,592	1,747.50	47,188	1,808.70
Second Year	41,171	1,578.10	42,817	1,641.20	44,530	1,706.80	46,311	1,775.10	47,932	1,837.20

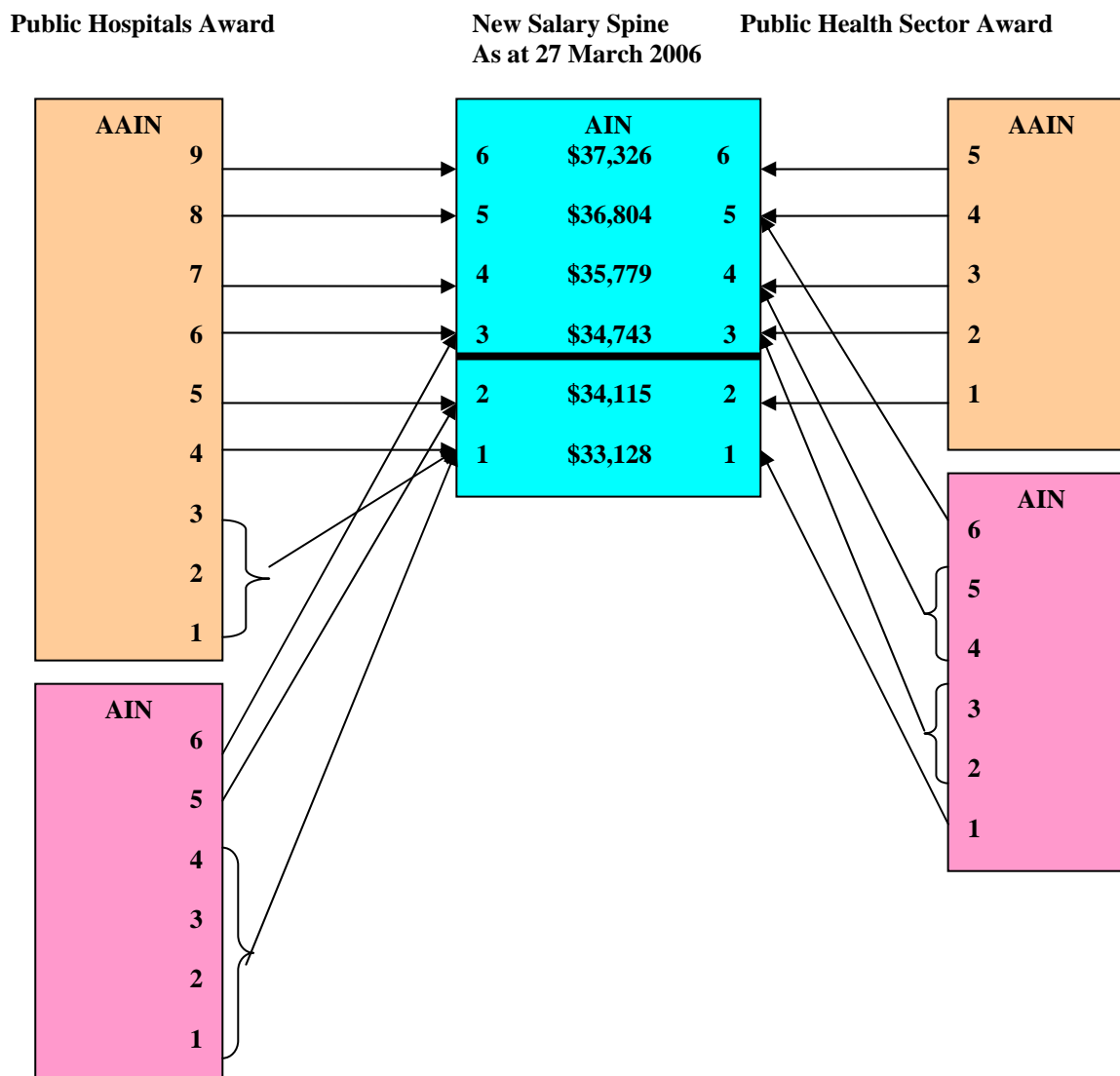
Classification	Wage Increase of 3.5% or \$26.25 per week whichever is the greatest from 27 March 2006		Wage increase of 4% or \$30 per week whichever is the greater from 26 October 2006		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2007		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2008		Wage increase of 3.5% or \$26.25 per week whichever is the greater from 1 December 2008	
	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight
Nursing Officer Level 1										
Re-entry/Refresher	41,171	1,578.10	42,817	1,641.20	44,530	1,706.80	46,311	1,775.10	47,932	1,837.20
First Year	43,110	1,652.40	44,834	1,718.50	46,628	1,787.20	48,493	1,858.70	50,190	1,923.80
Second Year	45,154	1,730.80	46,960	1,800.00	48,838	1,872.00	50,792	1,946.90	52,570	2,015.00
Third Year	47,198	1,809.10	49,086	1,881.50	51,049	1,956.70	53,091	2,035.00	54,950	2,106.20
Fourth Year	49,243	1,887.50	51,213	1,963.00	53,261	2,041.50	55,392	2,123.20	57,331	2,197.50
Fifth Year	51,296	1,966.20	53,348	2,044.80	55,482	2,126.60	57,701	2,211.70	59,720	2,289.10
Sixth Year	53,349	2,044.80	55,482	2,126.60	57,702	2,211.70	60,010	2,300.20	62,110	2,380.70
Seventh Year	55,398	2,123.40	57,614	2,208.30	59,918	2,296.70	62,315	2,388.50	64,496	2,472.10
Nursing Officer Level 2										
First Year	56,347	2,159.80	58,601	2,246.20	60,945	2,336.00	63,383	2,429.50	65,602	2,514.50
Second Year	57,679	2,210.80	59,986	2,299.30	62,385	2,391.20	64,881	2,486.90	67,152	2,573.90
Third Year	59,018	2,262.20	61,379	2,352.60	63,834	2,446.70	66,387	2,544.60	68,711	2,633.70
Fourth Year	60,363	2,313.70	62,778	2,406.30	65,289	2,502.50	67,901	2,602.60	70,277	2,693.70
Nursing Officer Level 4										
First Year	69,271	2,655.10	72,041	2,761.30	74,923	2,871.80	77,920	2,986.70	80,647	3,091.20
Second Year	72,416	2,775.70	75,313	2,886.70	78,325	3,002.20	81,458	3,122.30	84,309	3,231.60
Third Year	74,225	2,845.10	77,194	2,958.90	80,282	3,077.20	83,493	3,200.30	86,416	3,312.30
Nursing Officer Level 4 DON										
First Year	79,661	3,053.40	82,848	3,175.50	86,162	3,302.60	89,608	3,434.70	92,744	3,554.90
Second Year	83,278	3,192.10	86,609	3,319.70	90,074	3,452.50	93,677	3,590.60	96,955	3,716.30
Third Year	85,359	3,271.80	88,773	3,402.70	92,324	3,538.80	96,017	3,680.30	99,378	3,809.20
Nurse Practitioner										
First Year	78,036	2,991.10	81,157	3,110.80	84,404	3,235.20	87,780	3,364.60	90,852	3,482.40
Second Year	79,987	3,065.90	83,186	3,188.50	86,514	3,316.10	89,974	3,448.70	93,123	3,569.40

Classification	Wage Increase of 3.5% or \$26.25 per week whichever is the greatest from 27 March 2006		Wage increase of 4% or \$30 per week whichever is the greater from 26 October 2006		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2007		Wage increase of 4% or \$30 per week whichever is the greater from 1 July 2008		Wage increase of 3.5% or \$26.25 per week whichever is the greater from 1 December 2008	
	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight	\$ per annum	\$ per fortnight
Nursing Officer Level 5										
First Year	81,485	3,123.30	84,744	3,248.20	88,134	3,378.20	91,659	3,513.30	94,867	3,636.30
Second Year	85,452	3,275.40	88,870	3,406.40	92,425	3,542.60	96,122	3,684.40	99,486	3,813.30
Nursing Officer Level 6	91,226	3,496.70	94,875	3,636.60	98,670	3,782.00	102,617	3,933.30	106,208	4,071.00
Nursing Officer Level 7	100,468	3,850.90	104,487	4,005.00	108,666	4,165.20	113,013	4,331.80	116,968	4,483.40
Nursing Officer Level 8	107,575	4,123.30	111,878	4,288.30	116,353	4,459.80	121,007	4,638.20	125,242	4,800.50

SCHEDULE 5: REVISED NURSING SALARY SPINE

S5.1 Assistants in Nursing (AIN) / Advanced Assistants in Nursing (AAIN)

The following diagram represents the translation of existing Assistants in Nursing and Advanced Assistants in nursing covered under both the *Nurses (Queensland Public Hospitals) Award 2004* and *Nurses (Queensland Public Health Sector) Award* into the revised salary spine for all Assistants in Nursing.



Translation details:

- Translation into the new spine will be effective from 27 March 2006.
- Following translation there will be one (1) AIN classification structure with 6 paypoints.
- AINs and AAINs covered under both Awards will be translated into one AIN classification scale at the levels identified above commensurate with existing pay levels.
- An AIN at age 21 will be paid not less than paypoint 2 of the new AIN classification scale.
- Progression within the new AIN classification will occur upon completion of 12 months at the previous paypoint, however,
- AINs in the new scale must have a relevant **Certificate III qualification** before progressing to Paypoint 3 with the exceptions mentioned in the grandparenting arrangements below.
- AINs can only progress past AIN(2) upon completion of 12 months at that rate when they have a Certificate III qualification. Where an AIN has 12 months or more at AIN(2) and obtains a Certificate III they will progress to AIN(3) as from the date of approval of the qualification.

- The targeted training allowance for AINs is to be paid when an AIN under the new structure has been at AIN(6) for more than 12 months.

Grandparenting arrangements:

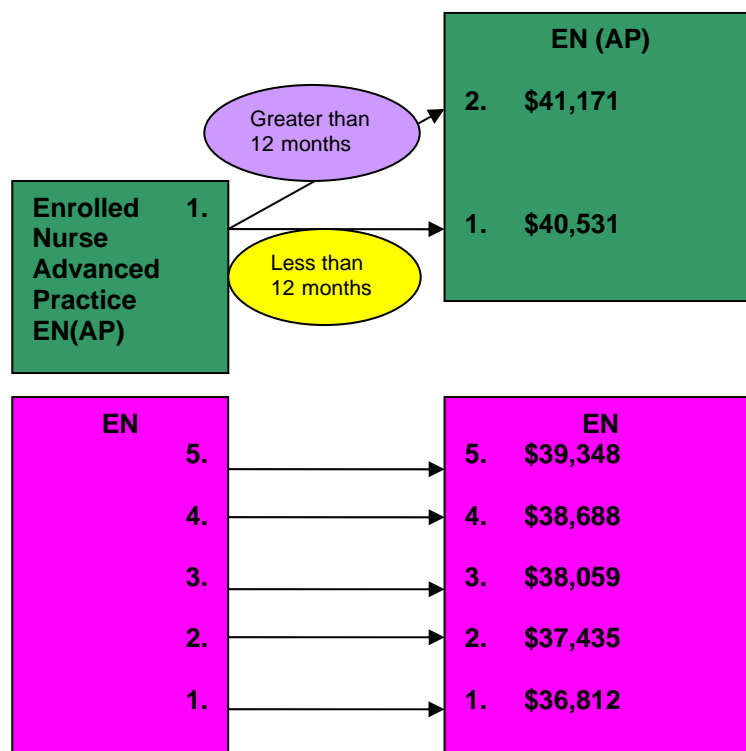
- Current AINs who are receiving an all purpose allowance of \$22.40 per fortnight provided they have been at AIN(6) paypoint for 12 months or more will retain the allowance.
- 12 month trained AINs (as defined in the Nurses (Queensland Public Hospitals) Award 2004 – refer to schedule 2) are not included in the above translation.
- Current AAINs who do not have a Certificate III can progress only 2 increment points prior to completing a certificate III.

S5.2 Enrolled Nurse Advanced Practice - EN(AP)

The following diagram represents the new additional paypoint for Enrolled Nurse Advanced Practice.

Current Classification Structure

New Salary Spine
As at 27 March 2006



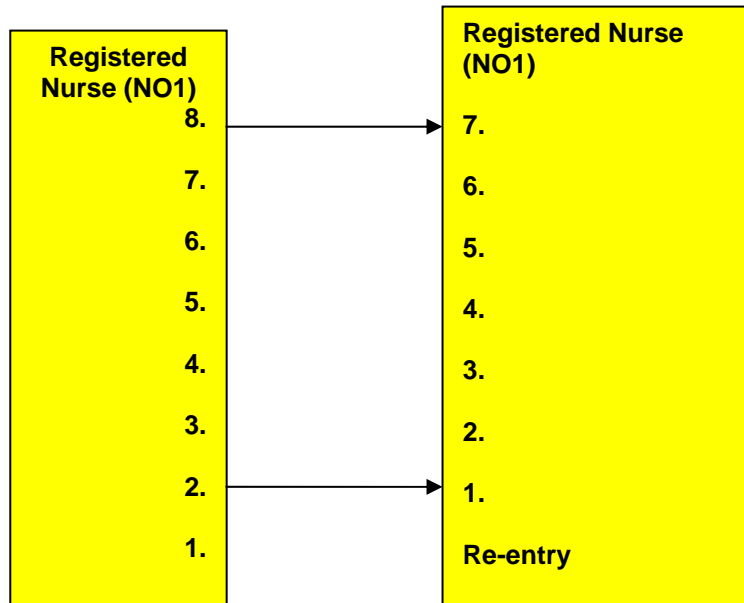
Translation details:

- Paypoint 1 in the new EN(AP) salary spine is the equivalent of the old EN(AP) paypoint.
- EN(AP)s will increment to the new EN(AP) paypoint 2 on 12 months completion at paypoint 1.
- Translation into the new spine will be effective from 27 March 2006.
- Current EN(AP)s who have completed 12 months at paypoint 1 will translate to EN(AP) paypoint 2.
- Current EN(AP)s who have completed less than 12 months at paypoint 1 will progress to the new EN(AP) paypoint 2 rate upon their current anniversary increment date.

S5.3 Registered Nurse (NO1)

Current Classification Structure

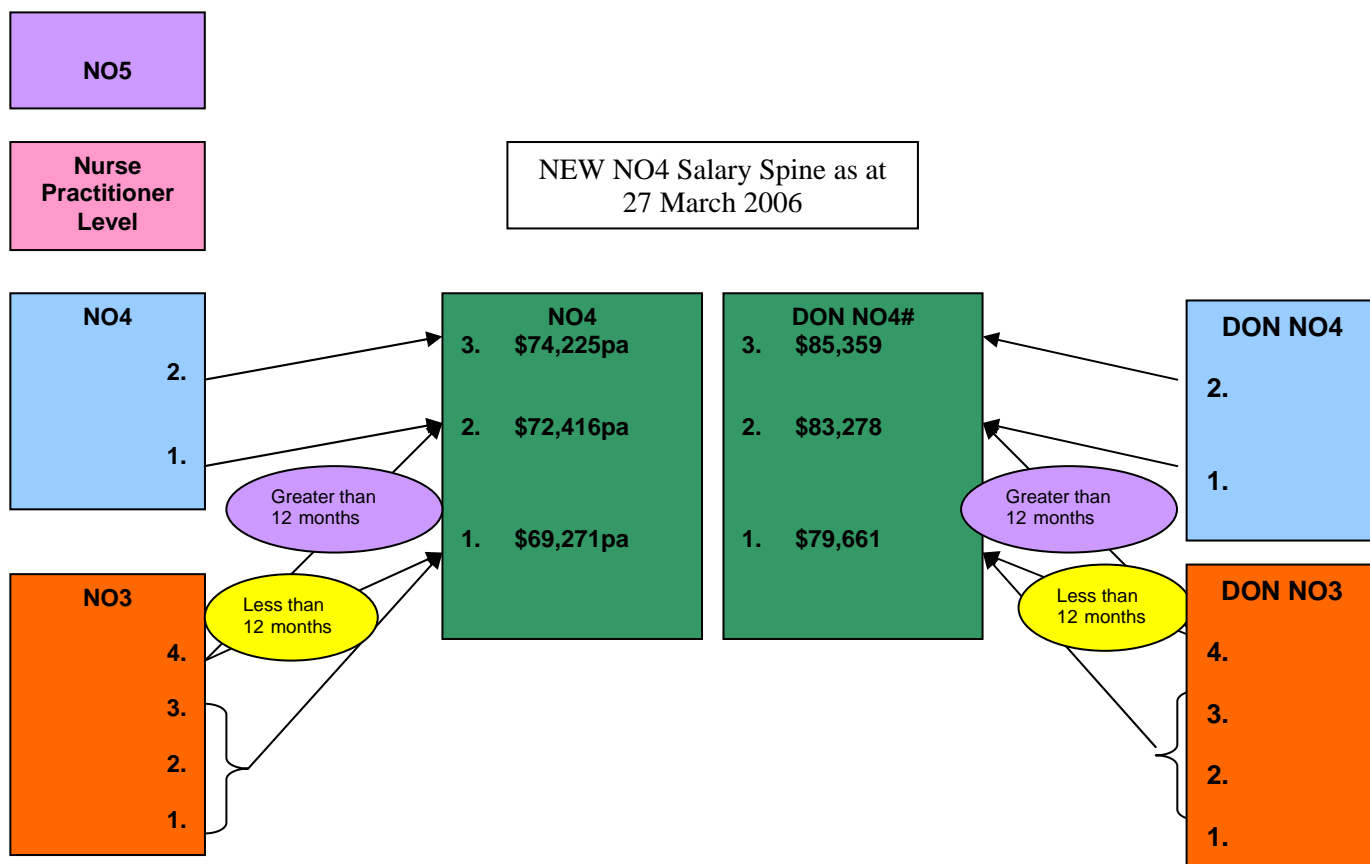
New Classification Structure
As at 27 March 2006



Translation details:

- Paypoint 1 in the new RN salary spine is the equivalent of the old NO1 paypoint 2 (i.e. new RN salary spine will have 7 paypoints).
- The equivalent of paypoint 1 of the old salary spine will be retained for re-entry nurses.
- Translation into the new spine will be effective from 27 March 2006.

S5.4 Registered Nurse - NO3/NO4 and DON NO3/NO4



The annual salary for the new classification of NO4 Director of Nursing includes the 15% loading.

Translation details:

- The revised classification for former NO3 and NO4 nurses will be named 'NO4'.
- Paypoint 1, 2 & 3 of the new NO4 classification are equivalent to the old NO3(4), NO4(1) and NO4(2) rates respectively.
- Progression within the new NO4 classification will occur upon completion of 12 months at the previous paypoint.
- Translation into the new spine will be effective from 27 March 2006.
- Current employees at NO3(4) with at least 12 months at this paypoint will translate to the new NO4(2) rate.
- Current employees at NO3(4) with less than 12 months at this paypoint will translate to the new NO4(1) rate and progress to the new NO4(2) rate upon their current anniversary increment date.

SCHEDULE 6: DRAFT NURSING CAREER STRUCTURE

TITLE	GRADE	BAND/LEVEL	PAYPOINT
Assistant in Nursing	1	N/A	1
			2
			3
			4
			5
			6
Undergraduate Students in Nursing and Midwifery	2	N/A	1 (2 nd year student)
			2 (3 rd year student)
Enrolled Nurse	3	N/A	1
			2
			3
			4
			5
Enrolled Nurse (Advanced Practice)	4	N/A	1
			2
Registered Nurse	5	N/A	Re-entry
			1
			2
			3
			4
			5
			6
			7
Clinical Nurse	6	N/A	1
			2
			3
			4
Clinical Nurse Consultant	7	N/A	1
			2
			3
Nurse Unit Manager	7	N/A	1
			2
			3
Nurse Manager	7	N/A	1
			2
			3
Nurse Educator	7	N/A	1
			2
			3
Nurse Researcher	7	N/A	1
			2
			3
Public Health Nurse	7	N/A	1
			2
			3
Nurse Practitioner Candidate	7	N/A	1
			2
			3
Nurse Practitioner	8	N/A	1
			2

TITLE	GRADE	BAND/LEVEL	PAYPOINT
Assistant Director of Nursing/ Nursing Director	9	1	1
			2
	9	2	1
	9	3	1
<i>The Assistant Directors of Nursing or Nursing Directors positions have been graded and banded. Grade 9 Band 1, is the previous NO5 Assistant Directors of Nursing/Nursing Director positions. Band 2 is the NO6 ADON/ND positions, and Band 3 is the NO7 ADON/ND position.</i>			
Director of Nursing	10	1	1
			2
			3
	10	2	1
			2
	10	3	1
10	4	1	
<i>The Director of Nursing position is grade 10 with 3 bands. Grade 10, Band 1 is the current Director of Nursing NO3 and NO4. Band 2 is the NO5 Director of Nursing. Band 3 is the Director of Nursing NO6, and Band 4 is the Director of Nursing NO7.</i>			
District Director of Nursing	11	1	1 (Previous DDON NO5)
			2
	11	2	1 (Previous DDON NO6)
	11	3	1 (Previous DDON NO7)
11	4	1 (Previous DDON NO8)	
Area Health Service Director of Nursing	12	N/A	1
	<i>Grade 12 positions are currently the Executive Director of Nursing positions</i>		

SCHEDULE 7: MIDWIFERY MODELS OF CARE

DEFINITIONS

S7.1 “Midwifery Models of Care” are models of maternity services in which midwives are primary caregivers. These services may include midwife clinics, community midwifery, team midwifery and birth centres.

“Continuity of Midwifery Care” is a consistent philosophy requiring an organisational structure around which this type of care is provided. Models of continuity of care fall into two general categories:

- Caseload; and
- Team Midwifery.

“Caseload Midwifery Model” also referred to as “Group Practice” is 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.

“Team Midwifery Model” is 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.

“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.

LOCAL AGREEMENTS

S7.2 Before a midwifery model of care is developed in a facility, a working group should be established. The working group should include representative midwives, Queensland Health Managers, the QNU and other key stakeholders to consider the appropriate midwifery model. The working group should take into consideration consumers’ and community needs.

S7.3 Districts will develop local agreements to support the agreed midwifery model of care. Districts will review and analyse the service provided on an ongoing basis. The review process should be built into the local agreements. Local agreements must be sent to Corporate HR/IR Policy and Strategy Centre (CHRIRPSC) and the QNU for final review before implementation.

INDUSTRIAL FRAMEWORK FOR A CASELOAD MODEL OF CARE

Participation

S7.4 Participation in a caseload model of care will be voluntary. Midwives who do not participate in the caseload model will not be paid an annualised salary, as outlined in Clause S7.9 and will be paid in accordance with the award/agreement provisions for time worked.

Reversion

S7.5 Midwives who participate in a caseload model and receive an annualised salary may revert to payment on the basis of time worked. In such cases the midwife should provide four (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 four weeks’ notice.

Caseload

S7.6 The caseload will equate to an employee working 38 hours per week, that is, a full-time midwife under Schedule 2, and will be based on a full-time midwife providing full care to 40 clients in a 12 month period. Part-time employees will be designated a caseload on a proportional basis.

S7.7 The parties acknowledge that the caseload of a midwife may vary depending upon the nature of the midwifery service, the skills mix of the midwives within the midwifery service and the risk profile of the clients. Accordingly the determination of specific caseloads within a particular service will be determined during the consultation for the local agreement.

S7.8 A rural/remote caseload model providing an extended service, such as lactation consultant, pap smear and/or immunisation provider, in addition to antenatal and postnatal care for at risk women (for example indigenous women or socially disadvantaged groups) may have a caseload less than 40 per year per full-time midwife.

Annualised Salary

S7.9 Midwives working in a caseload model shall be paid an annualised salary in recognition of flexible patterns of work to provide continuity of care. The annualised salary is the ordinary rate of pay as set out in Schedule One and an all purpose loading of 27.5%, which is in compensation for ordinary hours worked and for the following:

- Public holiday penalty rates;
- Saturday shift penalty rates;
- Sunday shift penalty rates;
- Afternoon shift penalty rates;
- Night shift penalty rates;
- Meal allowances relating to overtime;
- Overtime payments, except as provided for in Clause S7.17, (excess hours), including re-call payments;
- On-call allowances; and
- Annual leave loading on five weeks annual leave.

S7.10 Six (6) months after a caseload model is adopted at a centre, the adequacy of the annualised salary loading will be reviewed in accordance with agreed criteria.

S7.11 Midwives working in a team or core midwifery model are not eligible for an annualised salary.

Patterns of Work

S7.12 Midwives working in a caseload model will organise their own hours of work in consultation with their Line Manager (Nursing), provided that they are able to meet the assessed needs of clients.

S7.13 Midwives will not be required to work for periods longer than 8 hours and can choose to hand over care of the clients at that time. The midwife will have the discretion to work up to, but not longer than 12 hours to meet the needs of the client.

S7.14 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.

S7.15 Each midwife will have an average of 4 days off duty per fortnight, with at least two consecutive days free of planned work and on-call or recall.

S7.16 Midwives will not be permitted to work for more than 7 days in succession other than where the midwife is recalled to work.

Excess Hours

S7.17 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 one half for the first three hours and double time thereafter. The midwife may elect to take TOIL instead of overtime payments.

S7.18 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.

Debit Carryover

S7.19 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.

Time records

S7.20 Midwives will be required to keep accurate records of all time worked including travel time, administrative work, staff development and other non-clinical activity.

Review of workloads

S7.21 Where a midwife works above or below the accepted range of hours (288 hours to 334 hours) the Line Manager (Nursing) shall 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.

Annual Leave

S7.22 Annual leave is 6 weeks per year and the all purpose loading provided in S7.9 is paid for the entire period of leave.

Signed for and behalf of the
Queensland Nurses' Union of Employees

Print Name:

Signature

Date

In the presence of:

Signed for and behalf of the
Queensland Department of Health

Print Name:

Signature

Date

In the presence of:
