



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mater Misericordiae Limited
(AG2023/2317)

MATER NURSING AND MIDWIFERY ENTERPRISE AGREEMENT 2022 – 2025

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 26 JULY 2023

Application for approval of the Mater Nursing and Midwifery Enterprise Agreement 2022 - 2025

[1] An application has been made for approval of an enterprise agreement known as the *Mater Nursing and Midwifery Enterprise Agreement 2022 - 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mater Misericordiae Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and in accordance with s.54, will operate from 2 August 2023. The nominal expiry date of the Agreement is 30 June 2025.



COMMISSIONER

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**Mater Nursing and Midwifery
Enterprise Agreement 2022 – 2025**

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1. PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1.1. Title

- 1.1.1. This Agreement will be known as the *Mater Nursing and Midwifery Enterprise Agreement 2022 – 2025* (Agreement).

1.2. Date and Period of Operation

- 1.2.1. This Agreement will operate 7 days after the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2025. All payments prescribed in this Agreement will take effect upon operation of the Agreement unless specified in the relevant clause and/or schedule.

1.3. Renewal or Replacement of Agreement

- 1.3.1. The Parties will commence negotiations at least six (6) months prior to the expiration of this Agreement. Unless otherwise agreed between the Mater and the QNMU.

1.4. Relationships with Awards, Agreements and Other Conditions

- 1.4.1. This Agreement replaces:

(a) *Mater Nursing and Midwifery Enterprise Agreement 2018-2021*

(b) *Mercy Health and Aged Care Central Queensland Limited and QNU – Nursing – Enterprise Agreement 2016-2017* to the extent that this agreement covered nursing and midwifery roles in the Acute sector.

(c) *Mater Health Services North Queensland Limited & QNU – Nursing Staff – Enterprise Agreement 2014-2016*

- 1.4.2. This Agreement is a comprehensive agreement and replaces all other Awards, Enterprise Agreements, and orders of the Fair Work Commission that would otherwise apply to employees.

- 1.4.3. This agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5. Coverage

- 1.5.1. This Agreement will cover:

(a) Mater Misericordiae Limited (trading as Mater Group) ACN 096 708 922 in respect of its employees engaged within the facilities contained within [Schedule Four](#) – Mater Hospitals/Facilities across Queensland who are covered by this Agreement; and

(b) Employees of Mater Misericordiae Limited engaged within the facilities contained within [Schedule Four](#) – Mater Hospitals/Facilities across Queensland, who are

covered by the classifications set out in Schedule Two – Generic Level Statements;
and

- (c) The Queensland Nurses and Midwives' Union of Employees (QNMU) also known as the Australian Nursing and Midwifery Federation (ANMF), provided written notice is given in accordance with section 183 (1) of the Act and the Fair Work Commission notes in its approval decision that the agreement covers a union.

1.6. Posting of the Agreement

- 1.6.1. A copy of this Agreement will be posted on the Mater intranet so as to be easily accessed by all employees.

1.7. Definitions

- 1.7.1. In this Agreement, the following definitions apply:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **Accrued Day Off (ADO)** (clause 5.3) means a day accrued as a result of Full Time employees being rostered to work 40 ordinary hours per week over a four (4) week work cycle, with the hours in excess of thirty-eight (38) per week being credited towards an ADO.
- (c) **Agreement** means *Mater Nursing and Midwifery Enterprise Agreement 2022 – 2025*.
- (d) **AHPRA** means Australian Health Practitioner Regulation Agency.
- (e) **Caseload Model** also referred to as **Midwifery Group Practice** means a small group of midwives with a focus on continuity of care approach and who provide antenatal, intrapartum and postnatal care for a defined number of women.
- (f) **Classification Level** comprises a number of Paypoints or Grades through which employees will be eligible to progress.
- (g) **Clinical Unit** means the employee's immediate work area, howsoever named.
- (h) **Code** means NMBA Code of Conduct.
- (i) **Continuity of Care** means a consistent philosophy requiring an organisational structure around which this type of care is provided. Models of continuity of care fall into two (2) general categories:
 - (i) Caseload Model; and
 - (ii) Team Midwifery.
- (j) **Core Midwives** means 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 childbearing period.
- (k) **Employee** is the collective term which covers all classifications in clause 3.3 (Appointment

to Classification Levels) of this Agreement.

- (l) **Four (4) week work cycle** (clause 5.3) means a work cycle of twenty-eight (28) calendar days in which each employee shall work ordinary hours of work on no more than nineteen (19) days in the four (4) week work cycle.
- (m) **Framework** means NMBA Decision – Making Framework (DMF).
- (n) **Grade** means the specific base rate of remuneration payable to employees within the Nurse Manager Classification Level.
- (o) **Immediate family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (p) **Mater** means Mater Misericordiae Limited ACN 096 708 922.
- (q) **Mater Policy** means a policy or procedure in place within Mater.
- (r) **Midwifery Models of Care** means models of maternity services in which midwives are primary caregivers. These services may include midwife clinics, community midwifery, team midwifery and birth centres.
- (s) **NES means the National Employment Standards (NES)** contained in the Act.
- (t) **NMBA** means the Nursing and Midwifery Board of Australia.
- (u) **Parties** means:
 - (i) Mater; and
 - (ii) QNMU/ANMF; and
 - (iii) employees for whom classifications and rates of pay are prescribed where relevant.
- (v) **Paypoint** means the specific base rate of remuneration payable to employees within a Classification Level.
- (w) **Representative** means a representative nominated by an employee(s) which may include a union representative, or any other person chosen by that employee.
- (x) **Shift worker** for the purposes of the NES (s87 of the Act) means an employee:
 - (i) who is regularly rostered over 24 hours/7 days of the week in a Clinical Unit that operates 24/7; and
 - (ii) who regularly works weekends (fifteen (15) or more weekend shifts (i.e. where the majority of hours in a shift are worked on either a Saturday or Sunday) in a year – pro rata for part time employees); and

- (iii) who regularly works night shifts (ten (10) or more night shifts in a year – pro-rata for part time employees).

A year for the purpose of this definition is the twelve (12) month period from the employee's annual leave accrual anniversary date.

Employees will also qualify as a shift worker for the purposes of the NES (s87 of the Act) if they:

- (i) are required by Mater to work only night shifts, or
- (ii) work in a unit where there is no other shift option other than night shifts.

For clarity, employees whose preference is to work night shifts will not qualify as a shift worker for the purposes of the NES (s87 of the Act).

- (y) **Standards** means NMBA Standards for Practice (Registered Nurse, Midwife, Nurse Practitioner, Enrolled Nurse).
- (z) **Team Midwifery** means a team of midwives (six (6) - eight (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.
- (aa) **Union** means the Queensland Nurses and Midwives' Union of Employees (QNMU) also known as the Australian Nursing and Midwifery Federation (ANMF) as provided by clause 1.5.1

1.8. Flexibility Term

1.8.1. Mater and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Mater and the employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Mater and the employee.

1.8.2. Mater must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and

- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
- (c) results in the employee being better off overall than the employee would be if no arrangement was made.

1.8.3. Mater must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Mater and the employee; and is signed by Mater and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (c) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) states the day on which the arrangement commences.

1.8.4. Mater must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

1.8.5. Mater or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if Mater and the employee agree in writing—at any time.

1.8.6. Mater recommends that an employee who wishes to enter into an individual flexibility arrangement seek independent advice.

2. PART 2 – TYPES OF EMPLOYMENT

At the time of engagement, Mater will inform each employee, in writing, whether they are employed on a Full time, Part time or Casual basis.

2.1. Full Time employees

2.1.1. A Full time employee is engaged to work thirty-eight (38) hours per week in accordance with clause 5.1 (Ordinary Hours of Work).

2.2. Part Time employees

2.2.1. A Part time employee is engaged to work a regular number of hours per fortnight and is employed for fewer than an average of seventy-six (76) hours per fortnight.

2.2.2. Before commencing employment, a part time employee and Mater will agree in writing on the number of contracted hours and these hours can only be varied in writing by agreement between the employee and Mater.

- 2.2.3. Mater will conduct an annual review of part time employee contracted hours. Where a part time employee has been working hours above their contracted hours on a regular basis, they will be given an offer to have those hours reflected in their contracted hours. A part time employee may elect to have a review between annual reviews if their circumstances have significantly changed.
- 2.2.4. A Part time employee's ordinary daily hours are worked exclusive of meal breaks according to operational requirements and will be a minimum of three (3) hours and a maximum of ten (10) on any rostered shift(s) unless the employee agrees otherwise in accordance with clause 5.2 (12 Hour Shifts).
- 2.2.5. Any hours worked in excess of the maximum shift length as specified in clause 2.2.4 or seventy-six (76) hours per fortnight will be paid at overtime rates in accordance with clause 6.1(Overtime).
- 2.2.6. Where a Part time employee:
- (a) Requests additional hours of work beyond their rostered shift(s) to be paid at ordinary rates then such additional hours will be paid at ordinary rates (subject to clause 2.2.4) and will be included in calculating pro rata leave entitlements, Employer superannuation contributions and service towards any applicable Paypoint increment; or
 - (b) Is requested by Mater to work additional hours, then such additional hours will be paid at overtime rates in accordance with clause 6.1 (Overtime) and such hours will not be included in calculating pro rata leave entitlements, Employer superannuation contributions and service towards any applicable Paypoint increment.
- 2.2.7. A Part time employee will be paid at the same hourly rate as a full time employee for performing duties at the same Classification Level.
- 2.2.8. A Part time employee will be entitled to any applicable allowances on a pro rata basis based on the number of hours worked, provided that the following provisions apply in full:
- (a) On call allowance;
 - (b) Meal allowance;
 - (c) Mental Health Environment allowance;
 - (d) Senior AIN allowance;
 - (e) RN/RM In Charge allowance; and
 - (f) X-Ray and Radium allowance.
- 2.2.9. Subject to the provisions contained in clause 2.2.8 of this Agreement, all other provisions of this Agreement applicable to full time employees will apply pro rata to part time employees.

2.3. Casual employees

- 2.3.1. A casual employee is engaged on an hourly basis to work for less than the ordinary hours worked by a full time employee.
- 2.3.2. A casual employee will be paid a loading of 25% in addition to the applicable hourly rate of pay for the relevant Classification Level as specified in Schedule One (Wage Rates).

- 2.3.3. Where applicable, a casual employee will be entitled to overtime, penalty rates and payment for time worked on public holidays in accordance with the relevant clauses, subject to clause 2.3.4. Such payments will not be compounded by the application of the 25% casual loading but are instead calculated separately.
- 2.3.4. With respect to Sundays, casual employees will be entitled to the shift penalty as prescribed in clause 6.3 (Shift Penalties) and will not be entitled to an additional 25% loading.
- 2.3.5. Each engagement will stand alone with a minimum payment of three (3) hours and a maximum shift length of ten (10) hours, unless the employee agrees otherwise in accordance with clause 5.2 (12 Hour Shifts).
- 2.3.6. A casual employee will be paid Overtime in accordance with clause 6.1 (Overtime) and 2.3.3 for all authorised hours worked in excess of either ten (10) hours in any one shift, unless the employee has agreed to work shifts of twelve (12) hours in length, or 38 hours per week.
- 2.3.7. A casual employee will be entitled to any applicable allowances on a pro rata basis, based on the number of hours worked, provided that the following provisions apply in full:
- (a) On call allowance;
 - (b) Meal allowance;
 - (c) Mental Health Environment allowance;
 - (d) Senior AIN allowance;
 - (e) RN/RM In Charge allowance; and
 - (f) X-Ray and Radium allowance.
- 2.3.8. Except as under clause 9.17 (Long Service Leave) a casual employee will not be entitled to any other paid leave.
- 2.3.9. Casual employees are not entitled to Professional Development Support.

3. PART 3 – WAGES AND RELATED MATTERS

3.1. Wage and Allowance Increases

- 3.1.1. The wage rates for employees are set out in Schedule One (Wage Rates and Allowances) and incorporate wage increases paid as follows:
- (a) 4% from the first full pay period on or after 1 July 2022 (Mater administratively paid 2.5% on 1 July 2022 and therefore the backpay will represent the remaining 1.5%);
 - (b) 4% from the first full pay period on or after 1 July 2023;
 - (c) 3% from the first full pay period on or after 1 July 2024.
- 3.1.2 Allowances will increase in accordance with Schedule One – Wage Rates and Allowances.

3.2. Classification Structure

- 3.2.1. The classification structure for employees covered by this Agreement is as outlined in Schedule One (Wage Rates and Allowances) of this Agreement.
- 3.2.2. Generic Level Statements for each Classification Level are contained in Schedule Two (Generic Level Statements) of this Agreement.

3.3. Appointments to Classification Levels

- 3.3.1. Appointments will be made on merit to advertised vacancies.
- 3.3.2. A newly appointed graduate employee, that is an employee with no previous experience as a Registered Nurse/Midwife, will be appointed to Registered Nurse and Midwife Level 1 Paypoint 2.
- 3.3.3. Subject to clause 3.3.9, a newly appointed employee with previous experience shall be placed at a Paypoint within the relevant Classification Level according to their years and hours of relevant experience including time spent obtaining additional nursing and/or midwifery certificates/qualifications aside from the general nursing and/or midwifery certificate/qualification.
- 3.3.4. The onus rests with the employee to present proof of their past experience within four (4) weeks of commencement of employment. Subject to proof of previous experience being provided within four (4) weeks, Mater will adjust previous payments back to the date of commencement.
- 3.3.5. In cases where satisfactory proof is provided after four (4) weeks of commencement, payment of wages for years of experience will only be paid from the date satisfactory proof has been produced.
- 3.3.6. Where there is no evidence provided, a newly appointed employee will be appointed to the re-entry Paypoint.
- 3.3.7. In cases where documentary evidence is unable to be obtained, consideration may be given in special circumstances to the production of other evidence, which is considered satisfactory to Mater.
- 3.3.8. A new employee appointed at the Nurse/Midwifery Manager Classification Level will be appointed to Grade 1.
- 3.3.9. In calculating nursing and/or midwifery experience for the purposes of clause 3.3.3, any period of employment (other than time spent in obtaining additional nursing and/or midwifery certificates/qualifications) prior to an absence from nursing and/or midwifery duties covered by a relevant nursing/midwifery award or relevant/midwifery nursing agreement or for which a licence to practice was required, shall be recognised in accordance with the matrix below.
- 3.3.10. The following matrix should be used to determine the applicable wage rate for employees who are returning to nursing/midwifery following a break in service. Without limiting any previous entitlement to have nursing and/or midwifery experience recognised, the recognition of previous nursing and/or midwifery experience in accordance with the matrix below shall apply from the date of the making of this Agreement.

Years of Nursing/Midwifery Experience	Years of Absence from Nursing/Midwifery						
	<5 yrs	>5 yrs but <7 yrs	>7 yrs but <9 yrs	>9 yrs but <11 yrs	>11 yrs but <13 yrs	>13 yrs but <15 yrs	>15 yrs
Less than 1 yr	2	2	2	2	2	2	2
>1 yr but <2 yrs	3	2	2	2	2	2	2
>2 yrs but <3 yrs	4	3	2	2	2	2	2
>3 yrs but <4 yrs	5	3	2	2	2	2	2
>4 yrs but <5 yrs	6	4	3	2	2	2	2
>5 yrs but <6 yrs	7	4	3	2	2	2	2
>6 yrs but <7 yrs	8	6	5	4	3	3	3
>7 yrs but <8 yrs	8	6	5	4	3	3	3
>8 yrs but <15 yrs	8	7	6	5	4	3	3
>15 yrs but <25 yrs	8	8	7	6	5	4	3
>25 yrs	8	8	8	7	6	5	4

3.4. Progression within Classification Levels

- 3.4.1. A Full time employee shall progress through the Paypoints of a Classification Level (with the exception of the Nurse/Midwifery Manager Level) by annual increments (i.e. on completion of 1976 hours) on the anniversary of their commencement date in that role, subject to satisfactorily meeting the required performance standards at each Paypoint. Part time and Casual employees will progress once they have completed the full time equivalent of ordinary hours (1976 hours) as well as met the required performance standards at each Paypoint.
- 3.4.2. With respect to the Nurse/Midwifery Manager Level, automatic progression between Grades will occur as per 3.4.1 above unless it is demonstrated Key Performance Indicators have not been met and the employee's performance is under review.

3.5. Higher Duties

- 3.5.1. If an employee (other than a student in Nursing or Midwifery) is directed to:
- (a) Perform higher duties by relieving another employee on a Classification Level for which there is a higher rate of pay than the employee is receiving; or
 - (b) Perform duties at a higher Classification Level;
- provided the period of performing such duties in either (a) or (b) above is one week or more, the employee must be paid at the first pay point of the higher classification rate for the whole of such period.
- 3.5.2. Where an employee is acting in a role not covered by this Agreement, the employee will be remunerated appropriately based on the role in which they are acting.
- 3.5.3. Where a Nurse/Midwifery Manager is absent for less than one week, the unit will be advised of the senior clinician who will be providing coverage during the absence of the Nurse/Midwifery Manager.

3.6. Payment of wages

- 3.6.1. Wages will be paid fortnightly by electronic transfer to a bank account nominated by the employee. Payment by any other means will be at the discretion of Mater.
- 3.6.2. The wages prescribed by this Agreement are expressed in hourly, fortnightly and annual rates. The hourly rates are the actual wages paid and the fortnightly and annual rates are shown for information purposes only.

3.7. Superannuation

- 3.7.1. Mater will make superannuation contributions into an employee's nominated Superannuation Fund in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 3.7.2. Mater's employer nominated superannuation fund (default fund) is the Health Employees Superannuation Trust of Australia (HESTA).
- 3.7.3. For clarity, the compulsory employer contributions are calculated in accordance with the legislation based on ordinary time earnings.

3.8 Overpayment

- 3.8.1 Any amount of payment paid to the employee that is in excess of the entitlements contained within this Agreement shall be able to be recovered by Mater in accordance with Mater Policy as amended by Mater from time to time.

4. PART 4 – ALLOWANCES

4.1 Mental Health Environment Allowance

- 4.1.1 Nurses working within the Emotional Health Inpatient Unit or Catherine's House for Mothers, Babies and Families will be paid an allowance per week. Refer to [Schedule One](#) – Wage Rates and Allowances for the per week amount.

4.2 After Hours Manager Allowance

- 4.2.1 An After Hours Manager Level 3 who is required to undertake the duties of After Hours Manager in a hospital or section thereof will be paid an allowance per shift whilst so engaged. Refer to [Schedule One](#) – Wage Rates and Allowances for the per shift amount.
- 4.2.2 Where a Registered Nurse/Midwife is not classified at Level 3 but required to undertake the duties of the After Hours Manager, the Registered Nurse/Midwife will be paid at no less than Level 3 for the time of performing the duties of the After Hours Manager.

4.3 Senior AIN Allowance (CSSD and SPD)

- 4.3.1 An Assistant in Nursing (AIN) appointed to be the Senior AIN in the CSSD or SPD will be paid an allowance per shift in addition to the base rate prescribed. Refer to [Schedule One](#) – Wage Rates and Allowances for the per shift amount.

4.4 RN/RM In Charge Allowance

- 4.4.1 Each unit/ward will always have a designated senior nurse or midwife in charge.
- 4.4.2 If on one entire shift or more, where a Registered Nurse/Midwife Level 1 is designated by Mater to be the in-charge nurse, the Registered Nurse/Midwife will be paid an allowance for each shift of ordinary hours worked, unless the relevant Registered Nurse/Midwife is already being paid a higher rate of pay for the performance of higher duties. Refer to [Schedule One](#) – Wage Rates and Allowances for each shift amount.

4.5 X-Ray and Radium Allowance

- 4.5.1 An employee whose duty requires them to use or assist in using x-ray apparatus or radium will be entitled to one of two allowances depending on the length of time the employee is required to use or assist. Refer to [Schedule One](#) – Wage Rates and Allowances for the length of time to use or assist and allowance amount.
- 4.5.2 To be eligible to receive the allowance, the employee must be required by Mater to wear a lead apron (or equivalent apparel) whilst an x-ray or radium procedure is being performed by a qualified operator and the employee is not be able to leave the theatre or relevant clinical area whilst the x-ray is being taken or procedure is being performed.
- 4.5.3 The allowance is payable where an eligible employee wears a lead apron (or equivalent apparel) on at least one (1) occasion per week.

4.6 Travelling Expenses

- 4.6.1 An employee who is required to take up duty away from the employee's usual place of work will either be provided with transport or be reimbursed for actual and reasonable expenses incurred by the employee in accordance with Mater Policy as amended by Mater from time to time.
- 4.6.2 Where an employee uses their own vehicle, the reimbursement of expenses will be paid in accordance with the Australian Tax Office cents per kilometre method.

4.7 Uniforms

- 4.7.1 All employees are required to wear a uniform. It is Mater's intent to supply these uniforms in accordance with relevant Policy as amended by Mater from time to time. Any such uniform will meet workplace health and safety standards.
- 4.7.2 Where Mater does not supply uniforms, an employee will be paid a per annum allowance of \$405 paid on a pro rata basis each fortnight or as payment for wages occurs, based on ordinary hours worked, to acquire, launder and wear a uniform at their expense. In the event that there is any

delay to the supply of uniforms by Mater, the quantum of this allowance will be reviewed one year from the operative date of this agreement.

- 4.7.3 Where Protective Personal Equipment (PPE) is required for the employee to carry out their duties, it will be supplied by Mater.

5. PART 5 – HOURS OF WORK

5.1 Ordinary Hours of Work

- 5.1.1 The ordinary hours of work for a Full time employee will be an average of thirty-eight (38) hours per week to be worked according to a roster determined by Mater based on the operational requirements of the department/Clinical Unit.
- 5.1.2 Rostered shift lengths for Full time employees will be determined by Mater and will not be less than six (6) hours unless an employee has made a request to work shifts of less than six (6) hours and will not exceed ten (10) hours in duration unless in accordance with clause 5.2 (12 Hour Shifts).
- 5.1.3 A request by an employee to work shifts of less than six (6) hours duration, cannot be less than four (4) hours. Any request needs to be agreed in writing between Mater and the employee.
- 5.1.4 Any change to the method of working the 38 hour week, for example introducing a 9 day fortnight arrangement will be in made in accordance with clause 12.3 (Consultation on Change).
- 5.1.5 Mater recognises that due to the nature of the Nurse/Midwifery Manager role, there is a degree of flexibility associated with the ordinary hours of work for an employee engaged at that Classification Level. The level and degree of flexibility should be discussed between the Nurse/Midwifery Manager and the relevant Director.

5.2 12 Hour Shifts

- 5.2.1 Where there is written agreement between Mater and the employee the employee may be rostered to work shifts of 12 ordinary hours exclusive of the meal break. To avoid doubt, an employee may request to extend a previously rostered shift of less than 12 hours to one of 12 ordinary hours on the day as provided by clause 5.6.8, however this cannot be at the initiative of Mater.
- 5.2.2 An employee who works a shift of twelve (12) ordinary hours is entitled to one (1) paid meal break and one (1) unpaid meal break, each of thirty (30) minutes duration. The first meal break is to occur between the third and sixth hours and the second meal break is to occur during the ninth and tenth hours from the commencement of duty.
- 5.2.3 An employee will be entitled to two (2) ten (10) minute tea breaks in the first and second half of an ordinary twelve (12) hour shift to be taken at a suitable time determined by Mater. Upon request by an employee, Mater may agree that the tea breaks be combined and taken as one 20 minute tea break in the first half and one 20 minute tea break in the second half of an ordinary twelve (12) hour shift.
- 5.2.4 An employee will not perform overtime immediately before or following a twelve (12) hour shift of ordinary hours.

- 5.2.5 Each employee will be allowed either three (3) whole consecutive days off in each week, or be allowed in each fortnightly period two (2) consecutive days off in one week and four (4) consecutive days off in the other week.
- 5.2.6 An employee may only work a maximum of three (3) of either day or night twelve (12) hour shifts in a row, unless mutually agreed between Mater and the employee.
- 5.2.7 An employee may work a maximum of four (4) twelve (12) hour shifts where those shifts are a combination of two (2) day and two (2) night shifts or one (1) day and three (3) night shifts within a roster period.
- 5.2.8 Where an employee works a combination of eight (8) and twelve (12) hour shifts, a maximum of five (5) shifts in a row may be worked. This will include a minimum of two (2) eight (8) hour shifts.
- 5.2.9 An employee will be provided a break of ten (10) hours between the termination of one shift and the commencement of another shift.

5.3 Accrued Days Off

- 5.3.1 Where operationally viable and the employee wishes to participate, a Full time employee's roster may be structured such that the thirty-eight (38) ordinary hours per week are averaged over a Four (4) week work cycle with one day during that period being rostered as an Accrued Day Off (ADO). In such circumstances, the employee is rostered to work forty (40) ordinary hours per week with the additional hours worked over the Four (4) week work cycle being credited towards an ADO.
- 5.3.2 Where an employee works in a Clinical Unit which can facilitate a roster which provides an ADO, Mater and the employee will work to ensure ADOs are taken within twenty-eight (28) days of the ADO being accrued as the intention of an ADO is that it is rostered to be taken on a regular and consistent basis rather than accrued.
- 5.3.3 Notwithstanding clause 5.3.2 a maximum of five (5) ADOs may be accrued at any one time.
- 5.3.4 In exceptional circumstances where an employee has an ADO balance in excess of five (5) days, the employee may be directed to take the excess ADOs at a time determined by Mater by giving the employee at least two (2) weeks' notice.
- 5.3.5 An employee whose working arrangements result in the accrual of an ADO, will continue to accrue ADOs whilst on paid annual leave.

5.4 Limitation on Night Duty

- 5.4.1 With the exception of an employee who works in the Sleep Unit, night duty must be limited to a period not exceeding three (3) months at any one time.
- 5.4.2 Any employee who has performed night duty continuously for a period of three (3) months must not be again employed on night duty during the six (6) months following such period.
- 5.4.3 Notwithstanding clause 5.4.1, an employee may, by written agreement with Mater, be employed permanently on night duty.

- 5.4.4 Night shift work will not exceed four (4) consecutive nights. An employee may elect to work more than four (4) consecutive nights in a row. Any election needs to be mutually agreed between Mater and the employee in writing.

5.5 Breaks Between Shifts

- 5.5.1 Subject to clause 5.5.2 an employee will be provided a rest break of not less than ten (10) hours between the termination of one shift and the commencement of another shift.
- 5.5.2 Upon agreement in writing between the employee and Mater, the ten (10) hour break in clause 5.5.1 may be reduced to eight (8) hours.
- 5.5.3 Clause 5.5.2 does not apply where 12 hour shifts are implemented (clause 5.2.9).

5.6 Rosters

- 5.6.1 No employee will be rostered to perform ordinary duty for more than ten (10) consecutive days or shifts unless mutually agreed otherwise.
- 5.6.2 Subject to clause 5.6.3, each employee is allowed two (2) whole consecutive rostered days off in each week.
- 5.6.3 In lieu of two (2) whole consecutive rostered days off in each week, an employee may be allowed in each fortnightly period either:
- (a) one (1) day off in one week and three (3) consecutive days off in the other week or;
 - (b) four (4) consecutive days off.
- 5.6.4 Two (2) consecutive days off, one at the end of one week and one at the beginning of the following week, may be counted as meeting the requirements of this clause.
- 5.6.5 Rosters setting out the employees' days of duty and starting and finishing times on such days will be displayed in a place conveniently accessible to employees at least 14 days before the commencement of each work cycle, which shall be at least four (4) weeks in duration.
- 5.6.6 Due to operational requirements, the roster duration of four (4) weeks may be reduced to two (2) weeks for facilities within Central and North Queensland.
- 5.6.7 Unless an employee otherwise agrees, if Mater desires to change a roster, Mater will give the employee at least seven (7) days' notice unless the change is necessary to meet unforeseen fluctuations in patient demand for services, or where another employee is absent from duty on account of illness or an emergency. In such cases Mater will endeavour to discuss with the employee the required change and where possible, reach mutual agreement regarding the change.
- 5.6.8 Unless Mater otherwise agrees, an employee desiring to change a roster will give Mater seven (7) days' notice of the desired roster change except where the employee is ill or in an emergency. Approval to change the roster will be at the discretion of Mater.
- 5.6.9 Mater will give prompt and genuine consideration to matters raised about the roster by the relevant employees including any requests made to the employee to work in excess of the employee's rostered hours.

- 5.6.10 Any changes to the method of working the thirty-eight (38) hour week outlined in clause 5.1.1 (Ordinary Hours of Work) will be in accordance with clause 12.3 (Consultation on Change).

6. PART 6 – OVERTIME AND PENALTY RATES

6.1 Overtime

- 6.1.1 An employee performing additional hours of duty either in excess of the ordinary hours specified in clause 5.1 (Ordinary Hours of Work) of this Agreement or in excess of their rostered ordinary hours on any day, will be, subject to the relevant Director and/or Manager or their delegate having authorised the overtime to be worked, paid for such excess hours as follows:

	Overtime Paid
Monday to Saturday (first 3 hours)	150%
Monday to Saturday (greater than 3 hours)	200%
Sunday	200%
Public Holiday (excluding Easter Saturday and 25 December)	250%
Easter Saturday and 25 December	300%

6.2 Time off in lieu

- 6.2.1 An employee who performs overtime work may, as an alternative to being paid in accordance with clause 6.1.1 (Overtime) and subject to agreement between Mater and the employee, accrue time off equivalent to the overtime rates that would have been payable to the employee for such overtime worked.

For example, if an employee works one (1) hour of authorised overtime following their rostered shift, then the overtime rate paid would be 150% for the hour. Accordingly, if TOIL was agreed for the overtime worked, then the (1) hour authorised overtime will be accrued as 1.5 hours.

- 6.2.2 Accrual of such time off will be to a maximum of thirty-eight (38) hours with the intention of being taken within twenty-eight (28) days of accrual at a time mutually agreed between Mater and the employee. Such agreement will not be unreasonably withheld by either party.

- 6.2.3 Mater may direct an employee to access a period of TOIL:

- (a) where an employee has reached their maximum TOIL accrual subject to clause 6.2.4 of this Agreement; or
- (b) in accordance with clause 9.8 (Reduced Activity Periods).

- 6.2.4 A direction by Mater to access a period of TOIL due to an employee reaching the maximum accrual (38 hours) may only occur following:

- (a) The employee and Mater discussing the reasons why TOIL has not been accessed; and

- (b) Mater having considered the reasons discussed; and
- (c) the direction is reasonable in the circumstances (including the provision of reasonable notice).

6.2.5 Upon termination any outstanding TOIL balance will be paid out at the appropriate overtime rate.

6.3 Shift Penalties

6.3.1 Penalty rates for afternoon, night and weekends will be paid where the shift meets the following definitions, except for public holidays where payment is provided for in clause 9.21.2:

Shift	Definition	Penalty
Afternoon	Means any shift worked Monday to Friday commencing on or after 12:00 and finishing on or after 18:00.	Additional 12.5% penalty paid for the entire shift.
Night	Means any shift worked Monday to Friday commencing on or after 18:00 and finishing on or before 07:30 the following day.	Additional 20% penalty paid for the entire shift.
Saturday	All ordinary time worked between midnight Friday and midnight Saturday.	Additional 50% penalty paid on hours worked within these hours.
Sunday	All ordinary time worked between midnight Saturday and midnight Sunday.	Additional 75% penalty paid on hours worked within these hours.
Sunday – AIN only	All ordinary time worked between midnight Saturday and midnight Sunday.	Additional 100% penalty paid on hours worked within these hours.

6.4 Sunday Penalty Rate increase

6.4.1 During the next round of contract negotiations with Queensland Health, Mater will seek funding consistent with the outcome in the ***Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022*** to increase the current Sunday penalty rate of an additional 75% to an additional 100%. If the funding is secured during the life of this agreement, the Sunday penalty will be increased accordingly.

6.5 Fatigue Management

6.5.1 Mater and its employees recognise that fatigue management is critical to safe work practices. A contemporary approach in addition to the fatigue provisions outlined in this part will be developed which confirms that Mater and its employees must work together to ensure:

- (a) All employees are safe from fatigue hazards while at work;
- (b) When an employee is fatigued, they will have access to facilities where they can rest;
- (c) Patients will receive safe health care at Mater.

- 6.5.2 This approach will address these principles and provide a framework that will apply at Mater. Further, it is expected that at the local departmental level, a risk assessment will be undertaken, and a pre-arranged process will be implemented to manage fatigue where required.

6.6 Maximum Hours of Duty

- 6.6.1 In no case will an employee be rostered beyond a maximum of ten (10) hours (exclusive of meal break) without written agreement. On call is not considered a rostered shift for the purposes of this clause.

6.7 Fatigue Leave and Payment

- 6.7.1 An employee who works so much overtime between the termination of ordinary work on one day, and the commencement of ordinary work on the next day, that at least ten (10) consecutive hours off duty (or eight (8) by agreement in writing) has not elapsed between those times, will be released on completion of such overtime until they have had such an absence.
- 6.7.2 An employee referred to in clause 6.7.1 who resumes or continues work without having had ten (10) consecutive hours off duty (or eight (8) by agreement in writing), will be paid an additional 100% above the ordinary rate of pay applicable for the day upon which the employee is rostered for duty until released from duty for such a duration. The employee will then be entitled to be absent until ten (10) consecutive hours off duty (or eight (8) by agreement in writing) have elapsed, without loss of pay for ordinary working time occurring during such absence.
- 6.7.3 Where an employee is requested by their Manager to work overtime and such overtime would result in the employee not receiving the requisite break, which was originally rostered, the employee has a responsibility to advise their Manager that working the requested overtime would trigger fatigue leave or fatigue payment.

7 PART 7 - ON CALL AND RECALL

7.1 On Call Allowance

- 7.1.1 All employees are entitled to the on-call allowance except midwives participating in a caseload model (clause 11.1) and receiving an annualised salary (clause 11.7).
- 7.1.2 An employee rostered on-call must ensure they are readily contactable by Mater during the hours for which they have been rostered on-call.
- 7.1.3 An employee who is rostered to be on-call will be paid an on call allowance for a 24 hour period or part thereof as follows:

On call Period	Allowance from the first full pay on or after approval
Monday to Friday after a shift	\$28.75
Saturday, Sunday, Public Holiday or Rostered Day Off (24 hours or part thereof)	\$52.60

Note: On call allowances will increase during the life of the agreement in accordance with Schedule One – WAGE RATES AND ALLOWANCES

7.2 Recall

- 7.2.1 An employee who is rostered to be on call and is recalled to work for any purpose must be paid a minimum of three (3) hours at the appropriate overtime rate. However, the employee will not be required to work for three (3) hours if the work for which the employee was recalled to perform is completed in less time.
- 7.2.2 If the employee is required to again perform duties within that three (3) hour period, no further minimum payment will apply.
- 7.2.3 In the case of an employee who is rostered to be on-call and who is recalled to work, payment must be made from the time the employee leaves their home. The time spent travelling to and from work must be considered as time worked.
- 7.2.4 If any employee is recalled to work the cost of transport to and from their home will be refunded where the employee submits a claim for the kilometres travelled. Alternatively, employees are able to access taxi vouchers via their Manager.
- 7.2.5 The provisions of clauses 6.7.1 and 6.7.2 (Fatigue Leave and Payment) apply when an employee has actually worked in excess of two (2) hours on one or more call-outs.

8 PART 8 - MEAL BREAKS AND MEAL ALLOWANCES

8.1 Meal Breaks

- 8.1.1 Employees will be entitled to have an unpaid meal break of thirty (30) minutes for shifts of six (6) hours or more, provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break. Subject to clause 8.1.2, this break will be taken between the fourth and the sixth hour after the commencement of shift.
- 8.1.2 Mater will facilitate access to meal breaks. Employees are required to access such breaks and liaise with their Manager, Team Leader or relevant delegate to provide an appropriate handover to ensure continuity of patient care.
- 8.1.3 Where an employee is unable to access a meal break as provided by clause 8.1.1 above, the employee will be paid a penalty (the penalty payment) calculated at the rate of double time for all time worked until the meal break is taken. The penalty payment is based on the ordinary rate, exclusive of shift penalties except on Sundays and Public Holidays.
- 8.1.4 The penalty payment is subject to:
 - a) The inability to access the meal break being due to operational necessity; and
 - b) The employee informing their Manager, within the 6 hour period that they are unable to take a meal break as provided by clause 8.1.1 and the particular circumstances for this; and
 - c) The Manager confirming that the employee is unable to access the meal break as provided in clause 8.1.1.

- 8.1.5 Where an employee is required by their Manager to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.
- 8.1.6 If the employee is recalled to perform duty during this period, the employee will be paid at the rate of double time for all time worked until the balance of the meal break is taken.
- 8.1.7 Provided that clauses 8.1.3 and 8.1.5 do not apply to Registered Nurses Level 3 or above as these employees are to organise their work time so that a meal break is taken at an appropriate time.
- 8.1.8 Employees working a twelve (12) hour shift are entitled to meal breaks in accordance with clause 5.2 (12 Hour Shifts) and clause 8.2.3 (Tea Breaks).

8.2 Tea Breaks

- 8.2.1 Every employee is entitled to a paid tea break of ten (10) minutes duration within each period of four (4) ordinary hours of work. Such tea breaks are to be taken at times suitable to Mater and so as not to interfere with the continuity of work where continuity, in the opinion of Mater, is necessary.
- 8.2.2 Upon request by the employee, Mater may agree that the tea breaks may be combined into one twenty (20) minute tea break to be taken in the first part of the ordinary working day, with such twenty (20) minute tea break and meal break arranged in such a way that the ordinary working day is broken up into three, approximately equal, working periods.
- 8.2.3 Tea and Meal breaks are outlined in the below table:

Shift Length	Tea breaks	Meal breaks
4 hours	1 x 10 minute paid rest pause	Nil
6 hours	1 x 10 minute paid rest pause	1 x 30 minute unpaid meal break
8 hours	2 x 10 minute paid rest pause	1 x 30 minute unpaid meal break
10 hours	2 x 10 minute paid rest pause	1 x 30 minute unpaid meal break
12 hours	4 x 10 minute paid rest pause	1 x 30 minute paid meal break and 1 x 30 minute unpaid meal break

8.3 Meal Allowances

- 8.3.1 An employee who is required to continue to work for more than two (2) hours after the rostered ceasing time shall be paid an allowance of \$14.10.
- 8.3.2 This allowance will not be paid where a meal is provided by Mater free of charge.

9 PART 9 - LEAVE AND PUBLIC HOLIDAYS

9.1 Annual Leave

Entitlement

- 9.1.1 All Full time employees are entitled to five (5) weeks' (190 hours) annual leave each year. Part time employees are entitled to pro rata accruals.
- 9.1.2 A Full time employee who meets the definition of a Shift Worker is entitled to an additional week annual leave per year (228 hours total). Part time employees who meet the definition of Shift Worker will be entitled to pro rata additional hours of annual leave per year.
- 9.1.3 An employee's annual leave accrues progressively during a year of service, commencing on their anniversary date, based on the employee's ordinary hours of work and accumulates from year to year.

Accessing and Approving Annual Leave

- 9.1.4 Annual leave should be taken at a time that is mutually acceptable to both the employee and Mater, subject to emergent circumstances or a direction to take leave in accordance with clause 9.6 (Direction to Take Annual Leave – Excessive Balance).
- 9.1.5 On receiving an application from an employee to access annual leave, the following will apply:
- (a) Within fourteen (14) days of receipt, Mater will advise the employee one of the following outcomes:
 - (i) the leave is approved;
 - (ii) the leave is refused; or
 - (iii) the application needs further consideration as to whether it can be approved once operational requirements are known.
 - (b) If clause 9.1.5(a)(iii) applies (i.e. further consideration required), then the employee must be advised within twenty-eight (28) days of receipt of the application (or by a later time agreed between Mater and the employee) as to whether the application is approved or refused.

Half Pay

- 9.1.6 employees may apply to take annual leave at half pay for double the period of time subject to:
- (a) Mater's discretion; and
 - (b) the employee agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.
- 9.1.7 Part Time employees may request to access up to thirty-eight (38) hours of annual leave per week without affecting their part time status. This option allows the employee to receive additional pay while on leave however is subject to the employee requesting the additional leave hours and the request being approved. A Part Time employee's annual leave request will be on the basis of their contracted hours, unless they request to access additional leave.

9.2 Calculation of Annual Leave payment

9.2.1 Annual leave will be calculated as follows:

Non-shift workers

Package	Details
Non shift Workers	Five (5) Weeks Annual Leave Annual Leave Loading on four (4) weeks (17.5%)
Payment and leave loading	The employee's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 17.5%* for four (4) weeks. *Leave loading is averaged over five (5) weeks and will be paid at 14%.

Shift workers

Package	Details
Shift Workers	Six (6) Weeks Annual Leave Annual Leave Loading on five (5) weeks (25%)
Payment and leave loading	The employee's ordinary wage rate as prescribed by the Agreement for the period of annual leave and 25%* for five (5) weeks. *Leave loading is averaged over six (6) weeks and will be paid at 20.83%.

9.3 Additional Leave for On-Call

9.3.1 A Full time or Part time employee who does not work in an area that operates on a 24/7 basis, who is rostered on call on twenty (20) or more occasions from 1 January to 31 December will receive an additional thirty-eight (38) hours annual leave. This additional leave will not attract leave loading.

9.3.2 For the sake of clarity, the total annual leave and additional leave accrual as prescribed in clause 9.3.1 will not exceed six (6) weeks per year.

9.4 Purchase of Leave

9.4.1 Extra leave for proportionate salary (also referred to as Purchase of Leave) is a scheme where employees are able to access between one (1) and six (6) weeks "extra" leave in addition and separate to, paid annual leave and other entitlements. The effect is to provide a continuous reduced average salary over a twelve (12) month period that allows for the payment of a proportional salary to cover the period of the "extra" leave.

9.5 Cashing out of Annual Leave

9.5.1 Mater is committed to ensuring that all employees access their accrued leave for rest and recreation away from the workplace each year.

9.5.2 An employee may cash out an entitlement to annual leave provided that:

- (a) each request is made in writing; and

- (b) the employee maintains a balance of at least five (5) weeks' annual leave after cashing out the leave; and
- (c) the employee has taken at least two (2) weeks of annual leave in the twelve (12) month period immediately prior to making a request.

9.5.3 All requests and supporting documentation must be submitted in writing to the Director – People and Organisation or delegate.

9.6 Direction to Take Annual Leave – Excessive Balance

9.6.1 Subject to the provisions of the Act, an employee may be directed to take annual leave in circumstances where:

- (a) The employee has an annual leave balance in excess of two (2) years' accrual; and
- (b) The employee and Mater have had a discussion concerning the reasons why the employee has not taken a period of annual leave (the purpose being to ascertain whether the employee is saving the leave for a particular occasion, and whether such leave may be able to be approved); and
- (c) The employee and Mater have been unable to agree on mutually acceptable leave arrangements; and
- (d) Subject to the employee and Mater having the above conversations Mater provides the employee with a minimum of twenty-eight (28) days' notice in writing directing the employee to take a period of leave and the request is reasonable; and
- (e) Employees may only be able to be directed to take annual leave once in a twelve (12) month period unless otherwise agreed; and
- (f) Any period of directed leave under this clause must not reduce the employee's total leave balance below 8 weeks' accrual.

9.6.2 For the purposes of clause 9.6.1 (d) and without limiting what constitutes a "reasonable" request, one consideration would be whether the employee has applied for, and been refused, annual leave that would have avoided an excessive annual leave balance if the application was approved.

9.7 Christmas Period Closure and Concessional Day

9.7.1 The Christmas Concessional Day is a day, as determined in advance by Mater, which falls within the Christmas/New Year Period. Eligible employees are able to take this day as a leave day without it being debited from any leave account.

9.7.2 Those eligible for the Concessional Day are:

- (a) Full time employees who are non-Shift Workers, that is, those who have an entitlement to five (5) weeks annual leave. Those entitled to six (6) weeks annual leave are not entitled to this day.
- (b) Part time employees who are non-Shift Workers and who normally work on the day of the week on which the Concessional Day falls. If they do not normally work on the day of the

week on which the Concessional Day falls they are not entitled to a Concessional Day.

- 9.7.3 Employees who are not required to work due to the Clinical Unit being closed over the period will be required to take annual leave on the days not designated as public holidays and not designated as the Concessional Day. Those employees who do not have sufficient annual leave and their Clinical Unit will be closed will either be offered redeployment within another area for the period or the option of taking Leave Without Pay (LWOP).
- 9.7.4 Employees who have access to TOIL arrangements under clause 6.2 (TOIL) this Agreement or approval to use TOIL within a work Clinical Unit may use those TOIL balances in place of annual leave, over the compulsory closure period. Leave taken as TOIL over the compulsory closure period is to be taken in hours which would have been worked.
- 9.7.5 Eligible employees who work on the designated Concessional Day will have the opportunity to take it as time in lieu at a mutually agreeable time before 31 March the following year.
- 9.7.6 Casual employees are not eligible for the Concessional Day.

9.8 Reduced Activity Periods

- 9.8.1 There will be times when Mater will initiate planned reductions in operational activity due to business requirements that will mean reduced staffing level requirements. Mater will provide employees six (6) weeks' notice of such planned reductions, which will usually coincide with holiday periods such as Easter and Christmas.
- 9.8.2 To respond to such business requirements where staffing levels are expected to be in excess of the planned reduced activity in a work area for the relevant periods, the following will be undertaken by Mater:
 - (a) Employees will be requested to voluntarily:
 - (i) submit leave applications (e.g. annual leave); and
 - (ii) access any accrued TOIL or ADO balances;
 - (b) Subject to clause 9.8.2(c), employees with an annual leave balance in excess of two (2) years' accrual may be directed to take annual leave in accordance with clause 9.6 (Direction to Take Annual Leave – Excessive Balance) except with respect to notice the following will apply:
 - (i) Mater will aim to provide a minimum of twenty-eight (28) days written notice in accordance with clause 9.6.1(d);
 - (ii) However, in the case of reduced activity periods, a minimum of fourteen (14) days written notice will apply.
 - (c) A direction pursuant to clause 9.8.2(b) will not be given to an employee who applied for, and been refused, annual leave for all or a significant part of the relevant reduced activity period.
 - (d) If there are opportunities for employees to be deployed to another work area for the period, then Mater will:

- (i) seek requests from employees who wish to be considered for deployment; and
- (ii) discuss with those employees about potential deployment opportunities.

9.8.3 Employees may be directed to access TOIL and/or any accrued ADO balances for the period.

9.8.4 The above actions will generally be undertaken by Mater in the order outlined, but some actions may occur simultaneously to ensure appropriate staffing levels for the periods are achieved, whilst also giving employees appropriate notice.

9.9 Personal/Carer's Leave

9.9.1 An employee, other than a casual, is entitled to up to ten (10) days personal leave on full pay for each year of service. Personal leave (which incorporates carer's leave) will accumulate for each completed year of service and a proportionate amount for an incomplete year of service.

9.9.2 An employee may take paid personal leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's Immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

9.9.3 The following will also apply:

- (a) Employees accrue Personal/Carer's leave whilst absent from work on authorised paid leave.
- (b) Personal leave may be taken for part of a day;
- (c) Employees are required to notify their Manager as soon as possible of their absence and of its' expected duration;
- (d) An application for personal leave of three (3) days or more must be supported by a medical certificate or other evidence acceptable to Mater;
- (e) Despite clause 9.9.3(d), an employee may be notified that they will be required to provide a medical certificate or any other evidence that is acceptable to Mater for a repeated absence of one (1) or more working days before or following a Rostered Day Off, an Accrued Day Off, annual leave, long service leave or public holiday.
- (f) Payment of personal leave is based on the ordinary rate being paid to the employee at the time the leave is taken. Leave debits will be equivalent to the ordinary hours the employee would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

9.9.4 An employee is also entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) A personal illness, or personal injury, affecting the member; or
- (b) An unexpected emergency affecting the member.

9.10 Pandemic Leave

9.10.1 The Mater Leave application and approval Procedure provides the ability for employees to access an amount of 10 days of paid pandemic leave per year during a health pandemic.

9.10.2 If during the life of this agreement, Mater decides to change the amount of paid pandemic leave that employees can access during a health pandemic, Mater will consult with the Queensland Nurses and Midwives' Union.

9.11 Compassionate Leave

9.11.1 An employee is entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's Immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies; or
- (d) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (e) the employee, or the employee's spouse or de facto partner, has a miscarriage.

9.11.2 An employee may apply for additional unpaid leave in accordance with Mater Policy.

9.11.3 Casual employees are entitled to unpaid compassionate leave.

9.12 Leave to deal with Domestic and Family Violence

9.12.1 Mater is strongly committed to providing a healthy and safe working environment for all Employees. It is recognised that Employees sometimes face difficult situations in their personal life, such as domestic and family violence, that may affect their attendance or performance at work, or safety, and Mater has a comprehensive Domestic and Family Violence Guideline in place for this purpose.

9.12.2 Employees are entitled to 10 days paid leave per year in accordance with the NES and Mater policy.

9.13 Parental Leave

9.13.1 Mater supports employees during their pregnancy and offers paid parental leave, unpaid parental leave and flexible rostering to accommodate pregnancy related appointments. Mater's

Parental Leave Procedure, as amended by Mater from time to time, provides further information with respect to the application process and support provided to employees.

- 9.13.2 Employees will be entitled to unpaid parental leave (maternity, adoption and spousal) in accordance with the Act and Mater Policy.

9.14 Maternity, Spousal and Adoption Leave

- 9.14.1 In accordance with Mater Policy, eligible employees (Full time and Part time employees who have completed twelve (12) months' continuous service with Mater at the expected date of birth, or (in the case of adoption) the day of placement or expected date of placement of the child) will be entitled to paid maternity leave as follows:

- (a) Twelve (12) weeks paid maternity leave, which may be taken at half pay for double the period of time;
- (b) Twelve (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;
- (c) 2 weeks paid spousal leave, which may be taken at half pay for double the period of time, in connection with the birth or adoption of a child where the employee produces a certificate from a medical practitioner or other evidence acceptable to Mater which states the expected date of birth or date of placement of the child for whom that employee has accepted responsibility.

- 9.14.2 Leave may be taken at half pay for double the period of time by the employee agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.

- 9.14.3 Eligibility notice requirements and other related information is detailed in Mater's Policy as amended by Mater from time to time.

9.15 Returning from Parental Leave

- 9.15.1 An employee returning from a period of parental leave is entitled to:

- (a) Return to their former position or equivalent if the former position no longer exists. If the employee transferred to a safe job or reduced hours due to the pregnancy prior to taking leave they are entitled to the position they held before the transfer or reduction.
- (b) Request flexible working arrangements. Flexible work arrangements include reducing working hours and changing starting and finishing times/shift arrangements, including predictable set shifts to coincide with childcare arrangements. At the conclusion of the flexible work arrangements, return to their former position or equivalent if the former position no longer exists.

9.16 Breastfeeding facilities & procedures

- 9.16.1 The Employer will ensure, as a minimum, access to an appropriate room with adequate privacy to breastfeed or express. The employee is to be offered flexibility in the rosters conducive to the needs of the lactating mother and be provided with breaks that facilitate feeding and/or expressing.

9.17 Long Service Leave

9.17.1 An employee who completes ten (10) years' continuous service is entitled to long service leave. A Full time employee accrues leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service. A Part time and Casual employee will accrue long service leave on a pro rata basis based on the number of hours worked.

9.17.2 An employees' entitlement to long service leave will be as follows:

- (a) Employees may take leave after seven (7) years continuous service and are entitled to payment in lieu of leave on termination after ten (10) years continuous service;
- (b) Exceptions to payment in lieu of long service leave on termination prior to the completion ten (10) years continuous service are in accordance with the *Industrial Relations Act 2016* (Qld);
- (c) The minimum period of leave is one (1) week.
- (d) The recognition of prior service with Queensland Health for the purposes of Long Service Leave, is provided in accordance with Mater policy as amended by Mater from time to time.

9.17.3 employees may apply to take long service leave at half pay for double the period of time subject to:

- (a) Mater's discretion; and
- (b) the employee agreeing that for the duration of the leave their current ordinary hours will be deemed to be halved and leave will accrue accordingly.

9.18 Cashing out of Long Service Leave

9.18.1 Employees with ten (10) or more years of service may apply to cash out a portion of their accrued long service leave (instead of taking the leave) in the following circumstances:

- (a) on compassionate grounds; or
- (b) on the ground of financial hardship.

9.18.2 All requests and supporting documentation must be submitted in writing and approval is subject to the discretion of the Director – People and Organisation or delegate.

9.19 Direction to Take Long Service leave

9.19.1 An employee may be directed to take long service leave in accordance with the *Industrial Relations Act 2016* (Qld). In circumstances where Mater and the employee have been unable to agree on mutually acceptable leave arrangements, Mater may decide when the employee is to take leave by giving the employee at least three (3) months' written notice of the date on which the employee must take at least four (4) weeks long service leave.

9.20 Jury Service

- 9.20.1 An employee, other than a casual employee required to attend jury service during their ordinary hours, will continue to be paid their ordinary hours by Mater.
- 9.20.2 The employee will notify Mater as soon as practicable of the date upon which they are required to attend for jury service and will provide Mater with proof of attendance, the duration of attendance and the fees received in respect of attendance.
- 9.20.3 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

9.21 Public Holidays

- 9.21.1 The following are public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Monday;
- 25 April (Anzac Day);
- Birthday of the Sovereign;
- 25 December (Christmas Day);
- 26 December (Boxing Day);
- any other day, or part-day, declared or prescribed by or under the *Holidays Act (Qld) 1983*.

- 9.21.2 Work performed by an Employee on any of the public holidays provided for in clause 9.21.1 will be paid at the rate of double time (double the ordinary rate), with a minimum payment of four (4) hours except as per clause 7.2 (Recall).

- 9.21.3 An employee (other than a casual employee), who works:

- (a) Fixed rostered days of the week and is rostered to work on a day on which any public holiday falls, but who is not required to work on the public holiday; or
- (b) a variable roster and has been primarily rostered to work on a day on which any public holiday falls, but who is not rostered to work on the public holiday;

is entitled to ordinary pay for that day.

- 9.21.4 For clause 9.21.3 (b), "primarily rostered to work on a day" means the employee has been rostered to work (or on paid personal/carer, annual or long service leave) on a particular day of the week for at least fifty percent (50%) of such days over the 26 weeks immediately preceding the public holiday.

For example, a public holiday falls on a Tuesday. If an employee working a variable roster has been rostered to work (or on paid personal/carer, annual or long service leave) on at least 50% of the Tuesdays in the 26 weeks immediately before the public holiday, then the employee is entitled to be paid for the public holiday at ordinary pay even if the employee is not rostered to work on the day of the public holiday.

- 9.21.5 An employee's Accrued Day Off (ADO) will not be rostered on a public holiday.

10 PART 10 – PROFESSIONAL SUPPORT AND TRAINING

10.1 Mandatory Training

- 10.1.1 The parties acknowledge that all mandatory training is to be allocated to paid work time.

10.2 Professional Development Allowance

- 10.2.1 All permanent employees (with the exception of AINs and Part time employees contracted to less than sixteen (16) hours per fortnight) are eligible to apply for a Professional Development Allowance (PDA) up to the value of \$750.00 per annum (pro rata for Part time employees).
- 10.2.2 Permanent AINs CSSD performing sterilising duties (except those contracted to less than sixteen (16) hours per fortnight) are eligible to apply for PDA up to the value of \$250 per annum (pro rata for Part time employees).
- 10.2.3 This initiative is to support employees to meet the costs associated with their professional development and can be used to claim development activities or relevant materials.
- 10.2.4 Approved professional development activities are to be paid for by the employee and will be reimbursed by Mater upon provision of a tax invoice.
- 10.2.5 Employees can accrue PDA up to a period of two (2) years. For clarity, this will be a rolling two-year timeframe meaning that, if the employee has not accessed any funds from their PDA balance, any amounts accrued after two (2) years will be added to the PDA balance, and any amounts accrued more than 2 years ago will be deducted from the PDA balance. This will ensure a total 2-year accrual period is retained.
- 10.2.6 An employee is able to access their PDA in accordance with Mater Policy as amended by Mater from time to time.

10.3 Professional Development Leave

- 10.3.1 All permanent employees (with the exception of AINs and Part time employees contracted to less than sixteen (16) hours per fortnight) will be entitled to accrue twenty-four (24) hours of Professional Development Leave (PDL) per year. Part time employees will accrue a pro rata amount.
- 10.3.2 Permanent AINs CSSD performing sterilising duties (except those contracted to less than sixteen (16) hours per fortnight) will be entitled to accrue 8 hours of PDL per year (pro rata for part-time employees).
- 10.3.3 This PDL may accrue for a maximum period of two (2) years. For clarity, this will be a rolling two-year timeframe meaning that, if the employee has not accessed any leave from their PDL balance, any amounts accrued after two (2) years will be added to the PDL balance, and any amounts accrued more than 2 years ago will be deducted from the PDL balance. This will ensure a total 2-year accrual period is retained.
- 10.3.4 An employee is able to access their PDL accrual in accordance with Mater Policy as amended by Mater from time to time. The amount of paid leave includes any time required to travel to the professional development. This may be extended at the discretion of the employee's Director

or their delegate, where the professional development requires extensive travel (for example, to another part of Queensland, interstate or overseas).

10.3.5 No cash payment will be made in lieu of PDL, including upon resignation, retirement, and termination of services or exceeding the maximum accumulation in accordance with clause 10.3.3

10.3.6 Paid PDL is an entitlement over and above all other leave entitlements. All PDL shall be utilised to undertake relevant professional development activities as discussed and approved by the employee's Director or their delegate. PDL will not be used as a substitute for current mandatory training, maintenance of ongoing nursing/midwifery skills necessary for an employee to perform the normal duties and functions of their position (or other training required by Mater).

10.4 Additional Professional Development Support

10.4.1 Mater commits to continuing to provide all mandatory education through the Mater Education Centre.

10.4.2 Mater retains the discretion to approve, on application, paid absence and/or a contribution to the cost of the education, for all employees, including those who are not eligible under clause 10.2 and 10.3, to attend relevant professional development / training / educational courses.

10.4.3 This professional development is to be offered in addition to the professional development allowance and professional development leave contained in 10.2 and 10.3 of this Agreement.

10.5 Accelerated Advancement – Enrolled Nurse

10.5.1 An Enrolled Nurse (other than an Enrolled Nurse who is appointed in the first year of experience at Paypoint 2) who is performing duties for which the below training is directly relevant shall be entitled to accelerated advancement by one Paypoint:

- (a) for possession of a post enrolment qualification accredited by an Australian statutory nurse registering authority; or
- (b) on completion of a post enrolment course of at least 6 months' duration where such an employee is required to perform duties of a position to which such training is directly relevant:

Provided that an employee who has already been advanced one Paypoint, shall not be entitled to further advancement under this clause.

10.6 Qualification Allowance

10.6.1 Full time, Part time or Casual employees are entitled to receive a qualification allowance, upon application and subject to satisfaction of the criteria set out in this clause. The fortnightly allowance is paid on a pro rata basis for Part time and Casual employees.

10.6.2 Quantum of Allowance

Employees will be paid a qualification allowance of:

- (a) 2% of the base hourly rate for Registered Nurse Level 1 paypoint 8 where the employee has completed a formal post graduate program at a Graduate Certificate or Diploma level

qualification including; Hospital Certificate (Hospital based training), Graduate Certificate or a second degree, in a clinical field relevant to the employee's current position (which is a position where the qualification is required); or

- (b) 4% of the base hourly rate for Registered Nurse Level 1 paypoint 8 for a Masters, Doctorate or equivalent level qualification.

10.6.3 The allowance does not apply to basic Registered Nurse qualifications or direct entry midwifery qualifications.

10.6.4 The allowance is payable to an employee who holds a qualification from a course which is of at least one (1) year's (or two (2) academic semesters) duration as approved by Mater.

10.6.5 The allowance is only payable to the employee if the qualification is accepted by Mater to be directly relevant to the skills and competencies of the employee's role.

10.6.6 Where an employee holds two (2) or more relevant qualifications, the allowance is only payable in respect of one (1) qualification. If the employee holds one (1) qualification of a higher level, that qualification will be paid to the exclusion of the lower qualification.

10.6.7 employees who believe they may be eligible for payment of a qualification allowance shall make application to the appropriate Director. Applicants will be required to provide appropriate supporting documentation attesting to their qualifications. Eligibility will be determined by the relevant Director. In determining eligibility for the qualification allowance, the Director may also consider qualifications that do not meet the criteria of clause 10.6.

10.6.8 The qualifications allowance will be paid from the date on which the application has been approved by Mater where it is determined that the qualification is directly relevant to the skills and competencies being used for the duties of the employee's role.

10.6.9 Subject to production of supporting documentation being provided within four (4) weeks of commencing in an eligible role, Mater will adjust previous payments back to the date of commencement.

10.6.10 Any employee unable to provide proof of documentation within four (4) weeks of engagement will not be paid the allowance until such time that the supporting documentation is provided. The allowance will then be paid from the first full pay period on or after the date of production.

10.6.11 An allowance payable under this clause will be discontinued with effect from the date that the Employer notifies the employee entitled to the allowance that Mater has ceased to accept that the holding of the qualification is directly relevant to the skills and competencies being used for the duties of the employee's position.

10.7 Graduate Nurse/Midwife Program

10.7.1 The employer will promote a culture that values nurses and midwives and their contribution to patient/client/woman-centred care and service delivery, including the role of the graduate in the health care team.

10.7.2 Any registered nurse, enrolled nurse or midwife who has not been engaged in post-graduate practice for more than six months (full time equivalent) will be offered a graduate nurse/midwife program.

10.7.3 The graduate program will enable 12 months of post-graduate practice.

10.7.4 The program will be developed by a facility's nurse/midwife educator and be guided by the following principles:

- (a) Programs should provide a structured outcome-based framework to help newly graduated nurses and midwives consolidate knowledge and skills obtained during their undergraduate educational preparation, based upon the skill and knowledge requirements of their clinical practice environment, individual scope of practice and individual learning and developmental needs;
- (b) Programs should provide for:
 - i. supernumerary time;
 - ii. appointment of a dedicated program coordinator;
 - iii. provision of trained, experienced and competent preceptors;
 - iv. maintaining manageable workloads for graduates;
 - v. planning to ensure suitable opportunities for graduates to develop further knowledge;
 - vi. transition support can be considered based on individual requirements to consolidate learning and practice, including hours undertaken in the program.
- (c) Completion of a graduate program is not mandatory and should not be a prerequisite requirement for the early graduate nurse or midwife seeking employment;
- (d) Programs will provide the early graduate with a holistic development of skills and attributes and will incorporate the provisions listed in Schedule Three.
- (e) Assessment of graduate nurse/midwife practice will be based upon the NMBA framework for assessing Standards of Practice for registered nurses, enrolled nurses and midwives. This framework guides the evidence-based assessment of competence for registrants and is an important measure to ensure initial and continuing competence of nurses and midwives.

11 PART 11 – MIDWIFERY MODELS OF CARE

Mater is committed to advancing midwifery models of care to ensure the provision of quality, safe and responsive care. Midwifery Models of Care provide consistency and Continuity of Care during the antenatal, intrapartum and postpartum periods.

Before a Midwifery Model of Care is developed in a facility, consultation will occur in accordance with clause 12.3 (Consultation on Change). The consultation process will ensure key stakeholders consider the appropriate midwifery model taking into consideration consumers' and community needs.

Mater will develop an agreement to support the agreed Midwifery Model of Care. Mater will review and analyse the service provided on an ongoing basis. The review process should be built into the local agreements.

11.1 Midwifery Group Practice – Caseload Model

- 11.1.1 Mater provides a Midwifery Group Practice – Caseload Model of care for employees who wish to participate.
- 11.1.2 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 4 weeks' notice of their intention to return to payment on the basis of actual time worked. In exceptional circumstances Mater may waive the giving of four weeks' notice.
- 11.1.3 The Caseload Model will equate to an employee working an average of thirty-eight (38) hours per week over an eight (8) week period and will be based on a full-time midwife providing full care to forty (40) clients in a 12-month period. Part-time employees will be designated a caseload on a proportionate basis.
- 11.1.4 The Caseload Model 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 process.
- 11.1.5 Participation in a Caseload Model will be voluntary. Midwives who do not participate in the Caseload Model will not be paid an annualised salary, as outlined in clause 11.7 (Annualised Salary) and will be paid in accordance with the Agreement provisions for time worked.

11.2 Patterns of Work

- 11.2.1 Midwives working in a Caseload Model will organise their own hours of work in consultation with their supervisor, provided that they are able to meet the assessed needs of clients.
- 11.2.2 Midwives will not be required to work for periods longer than eight (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 twelve (12) hours, to meet the needs of the client.
- 11.2.3 Each midwife will have a period of at least eight (8) hours, within any twenty-four (24) hour period, continuously free of duty other than on-call and recall.
- 11.2.4 Each midwife will have an average of four (4) days off duty per fortnight, with at least two (2) consecutive days free of planned work and on-call or recall.
- 11.2.5 Midwives will not be permitted to work for more than seven (7) days in succession other than where the midwife is recalled to work.

11.3 Excess Hours

- 11.3.1 The first thirty (30) hours worked in excess of 304 hours in an eight (8) week cycle will be accrued as time off in lieu (TOIL). Hours worked in excess of 334 will automatically be paid at the overtime rate of time and one half for the first three (3) hours and double time thereafter unless the midwife elects to accrue TOIL instead of overtime payments.
- 11.3.2 A maximum of thirty (30) hours TOIL may be carried from one eight (8) week cycle to the next. The Midwifery Unit Manager may approve TOIL above thirty (30) hours in exceptional

circumstances, provided the hours in excess of thirty (30) are taken as time off in lieu (TOIL) in the next work cycle.

11.4 Debit Carryover

11.4.1 A maximum TOIL debit of sixteen (16) hours is allowed at any one time and may be carried over from one (1) eight (8) week cycle to the next. For the sake of clarity this is sixteen (16) hours in arrears.

11.5 Review of workloads

11.5.1 Where a midwife works above or below the accepted range of hours (288 hours to 334 hours) the Line Manager (Nursing and Midwifery) will 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.

11.6 Time records

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

11.7 Annualised Salary

11.7.1 Midwives working in a Caseload Model are paid an annualised salary in recognition of the flexible patterns of work to provide continuity of care. The annualised salary is the ordinary rate of pay as set out in Schedule 1 and an all-purpose loading of 32.5% which is in compensation for ordinary hours worked and for the following:

- (a) Public holiday penalty rates;
- (b) Saturday shift penalty rates;
- (c) Sunday shift penalty rates;
- (d) Afternoon shift penalty rates;
- (e) Night shift penalty rates;
- (f) Meal allowances relating to overtime;
- (g) Overtime payments, except as provided for in clause 11.3;
- (h) On-call allowances; and
- (i) Annual leave loading.

Six (6) months after a Caseload Model is adopted at a centre, the adequacy of the annualised loading will be reviewed in accordance with agreed criteria.

Core midwives who do not work in a Caseload Model are not eligible for an annualised salary.

11.8 Annual Leave

- 11.8.1 Annual leave will be six (6) weeks per year and the all-purpose loading provided in clause 11.7.1 is paid for the entire period of leave.

12 PART 12 – CONSULTATION AND DISPUTE RESOLUTION

12.1 Consultative Committees

12.1.1 State Consultative Committee

- (a) There shall be a State Consultative Committee (SCC) comprised of:
- (i) At least one Mater representative from each of the following areas:
 - Executive
 - HR and/or IR
 - Management
 - (ii) At least three QNMU representatives comprising:
 - Assistant Secretary (or delegate)
 - Professional Officer
 - Industrial Officer
 - (iii) Subject Matter Experts (SMEs) as required.
- (b) The SCC is to act as a resource and guide for Local Consultative Committee (LCCs) in relation to the implementation of the enterprise agreement.
- (c) The SCC may discuss any matter submitted to it by Mater management, QNMU representative, nursing or midwifery employee or an LCC after local consideration has been exhausted.
- (d) The SCC will meet within one month of the Agreement being approved and its first priority will be to develop and implement the staffing level and workload provisions of clause 12.2. This may involve the creation of a sub-committee.
- (e) Other matters for the SCC to oversee include, but are not limited to:
- (i) USIN/USIM programs; and
 - (ii) Graduate programs
- (f) After the inaugural meeting, the SCC will meet at least twice a year but more frequently if required to deal with high level emergent issues. These *ad hoc* meetings can be called by any member of the SCC. Preferably, meetings will be held in person, but video conferencing may be used if agreed between the parties.

12.1.2 Local Consultative Committee (LCC)

- (a) An LCC will be established within each Region:
 - North Queensland (NQ)
 - Central Queensland (CQ)
 - South East Queensland (SEQ)
- (b) Each Regional LCC will ensure each hospital within the LCC Region is represented by:
 - Mater representatives at the leadership level e.g. DCS, HR and IR
 - QNMU representatives including organisers and workplace delegates
 - SMEs as required.
- (c) The LCC shall seek to address all local issues using interest based problem solving approach prior to seeking the involvement of the SCC.
- (d) The role of an LCC is:
 - (i) To report to the SCC.
 - (ii) To have an integral role in the dissemination of information on Agreement matters and their implementation.
 - (iii) To oversee and evaluate the implementation of the Agreement matters pertaining to their specific hospitals.
 - (iv) To ensure staff are educated and informed in relation to this Agreement.
 - (v) To ensure fair, consultative and participative practices are implemented throughout the life of the Agreement.
- (e) Each LCC shall develop its Terms of Reference in conjunction with the SCC and shall meet within 3 months from approval of this Agreement. Members of the LCC will be consulted on the most suitable time, date and venue to meet and will agree the meeting dates for the coming year.
- (f) Except where otherwise agreed, each LCC shall meet at least 6 times a year or more often if requested by either party.
- (g) A key objective of the LCC is to achieve a more cooperative workplace culture.
- (h) Standing agenda items will include, but not necessarily be limited to matters arising from the implementation of this Agreement such as:
 - Staffing/Workforce/Workload
 - Access and extent of Professional Development within each site
 - Report on the annual review of part-time contracted hours

- (i) At least 1 month prior to meetings, each hospital will notify and remind Committee members and all employees covered by this agreement of the date of the next meeting and inform them of the date by which agenda items are to be submitted.
- (j) Within one week after LCC meetings, each LCC will ensure the outcomes/action items from meetings are circulated to all hospitals within the region of the LCC.
- (k) Each region will provide resources and training as required to enable its LCC members to carry out their responsibilities as set out in this Agreement.
- (l) Time spent in activities authorised by the LCC which are required to be undertaken outside rostered work hours shall be paid at base rate of pay and shall count as service for all purposes.

12.2 Staffing Level Review and Workload Management

- (a) The parties have agreed to establish a process under the terms of this Agreement to review and implement initiatives associated with the staffing levels of Nurses and Midwives across Mater Hospitals covered by this agreement.
- (b) The objective of the process is to have safe, sufficient and predictable staffing levels that provide safe patient care in a realistic and responsive way. The process will involve both a review and implementation phase.
- (c) The review will be conducted by a sub-committee of the state-wide consultative committee which will, as far as practicable, include senior Mater and QNMU representatives and management and QNMU workplace representatives from the regions. The composition of the sub-committee and terms of reference will be finalised by the state-wide consultative committee.
- (d) The review will involve consideration of current workloads, workforce processes, nursing and midwifery staffing levels and associated metrics. The review will also involve consideration of alternative staffing models adopted in other health-care settings including staff/patient ratios.
- (e) The review is to commence within a month of the approval of this Agreement with the intention that it concludes, with any recommended outcomes made, within a period of 12 months from commencement.
- (f) The implementation phase will involve the state-wide consultative committee considering the recommendations of the sub-committee with a view to agreeing and implementing agreed outcomes during the life of this Agreement.
- (g) The parties will apply interest-based problem-solving approaches to both the review and implementation stages of the process. The parties will seek external facilitation from the FWC.
- (h) Any agreed changes that are implemented will be consistent with the express terms of this Agreement and not contravene the NES.
- (i) Where the parties are not able to reach agreement on the conduct or outcome of the process, the matter may be raised under clause 12.4 Prevention and Settlement of Disputes.

Any approaches adopted by the parties and the FWC in dealing with such a matter will be consistent with the principles of this clause.

12.3 Consultation on Change

Mater is committed to working collaboratively with the QNMU and will consult employees using an interest-based problem solving approach (IBPS).

Change in the workplace

12.3.1. This consultation term applies:

- (a) To the introduction of a major change to the workplace, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) If Mater proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

12.3.2. For a major change referred to in paragraph 12.3.1(a):

- (a) Prior to making a definite decision, Mater will notify the relevant employees and the QNMU of the proposal to introduce the change.

12.3.3. As part of this process, Mater will:

- (a) discuss with the relevant employees and the QNMU:
 - (i) the proposed introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Mater is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees and the QNMU:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

12.3.4. However, Mater is not required to disclose confidential or commercially sensitive information to the relevant employees and the QNMU.

12.3.5. Mater must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the QNMU.

12.3.6. In this term, a major change is ***“likely to have a significant effect on employees”*** if it results in:

- (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of Mater's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

12.3.7. Mater must notify the relevant employees and the QNMU of the proposed change; and

12.3.8. As soon as practicable after proposing to introduce the change, Mater must:

- (a) discuss with the relevant employees and the QNMU the proposed introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employee(s) and the QNMU:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Mater reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Mater reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees and the QNMU to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12.3.9. However, Mater is not required to disclose confidential or commercially sensitive information to the relevant employees or the QNMU.

12.3.10. Mater must give prompt and genuine consideration to matters raised about the change by the relevant employees and the QNMU.

12.3.11. In this term:

“relevant employees” means the employees who may be affected by a change.

12.4 Prevention and Settlement of Disputes

12.4.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

12.4.2. An employee who is a party to the dispute may appoint a Representative for the purposes of the procedures in this clause.

12.4.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee/s, including their nominated Representative and relevant supervisors and/or management. Where the dispute relates to the employee/s direct line manager, the relevant supervisor is the next level of management.

12.4.4. The parties anticipate that where possible, issues that fall within the scope of the consultative committees should be resolved as far as possible through the committee forums.

12.4.5. Matters that remain unresolved after 12.4.3 are to be escalated to the Industrial Relations team (however named), People and Learning in Mater and/or the relevant official at the QNMU for joint resolution employing an interest-based problem solving approach (IBPS).

12.4.6. If discussions at 12.4.4 do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

12.4.7. The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

12.4.8. A decision the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. The parties agree that an appeal against a decision is to be available as a matter of right.

12.4.9. While the parties are trying to resolve the dispute using the procedures in this term:

- (a) The status quo existing at the time of the dispute must remain until the dispute is resolved. An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) An employee must comply with a direction given by Mater to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

12.4.10. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

13 PART 13 – TERMINATION OF EMPLOYMENT AND REDUNDANCY

13.1 Notice of Termination of Employment

13.1.1 Except in the case of dismissal for serious misconduct, termination of employment may occur by the provision of the following written minimum notice by either Mater or the employee:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

13.1.2 In addition to this notice, Mater will provide employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, an additional week's notice.

13.1.3 Mater may make payment in lieu of the notice if Mater decides that part or all of the notice period is not required to be worked. In calculating any payment in lieu of notice, the payment will be based on the ordinary hours the employee would have worked during the period of notice. The total must be worked out on the basis of:

- (a) the ordinary working hours to be worked by the employee; and
- (b) the amounts payable to the employee for the hours including for example allowances, loadings; and
- (c) penalties; and
- (d) any other amounts payable under the employee's employment contract, including hours accrued under an ADO rostering system and not utilised as at the date of termination.

13.1.4 If an employee who is at least 18 years of age does not give the required notice under clause 13.1.1, Mater may, unless exceptional circumstances apply, deduct from wages due to the

employee under this Agreement an amount that is no more than one (1) week's wages for the employee.

13.1.5 The notice periods in this clause do not apply in the case of a casual employee.

13.2 Job Security and Redundancy

13.2.1 Mater is committed to maximising permanent employment and job security for its employees.

13.2.2 It is acknowledged that job security for employees assists in ensuring workforce stability, cohesion and motivation. Mater recognises the crucial role employees play in providing clinical health services in Queensland.

13.2.3 Whilst Mater is committed to job security for all employees, there may be times that due to financial, funding or operational reasons and not due to the ordinary and customary turnover of labour that Mater may determine to make a particular position(s) redundant. Mater may redeploy employees to suitable alternative positions at any Mater facility in the greater Brisbane region.

13.2.4 For the purposes of this clause only, in order to determine whether a position is deemed to be a suitable alternative, Mater will:

- (a) review the skills needed to perform the essential requirements of the position; and
- (b) assess if the affected employee has the necessary skills and relevant experience or is reasonably able to be retrained to perform in the position; and
- (c) where it is assessed that the employee is reasonably able to be retrained, provide such reasonable training as is necessary; and
- (d) offer redeployment.

13.2.5 Any consideration of redundancies of employees' positions will follow the consultation process outlined in clause 12.3 of the Agreement. An employee may not unreasonably refuse a suitable alternative position. As per Mater's Redeployment and Redundancy Policy as amended from time to time, where an employee is offered a suitable alternative position or agrees to be redeployed to a position in accordance with clause 13.2.4 (d), no redundancy entitlement will be payable to the employee.

13.2.6 All entitlements to redundancy payments will be in accordance with the below table and will be in addition to the requisite notice period as per clause 13.1 (Notice of Termination of Employment).

Redundancy pay period		
	An employee's period of continuous service with the Employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks

Redundancy pay period		
	An employee's period of continuous service with the Employer on termination	Redundancy pay period
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years or more	16 weeks

13.2.7 Where Mater has given notice of termination to an employee under this clause, the employee is allowed up to one (1) day off without loss of pay or as otherwise agreed with the employee's Director for the purpose of seeking other employment. The time off is to be taken at a time that is convenient to the employee after consultation with the employee's Manager.

14 PART 14 – UNION RELATED MATTERS

14.1 Union Related Matters

14.1.1 Mater recognises the role of Queensland Nurses and Midwives' Union (QNMU) and their delegates ("Union delegates") as well as peer nominated workplace representatives in the workplace and is supportive of their workplace representation. An employee elected as a Union delegate will, upon notification to Mater by the Union, be recognised as an accredited representative of the Union.

14.1.2 To this end, after the Union delegate has sought confirmation from their manager that service delivery will not be disrupted and work requirements will not be unduly affected, Union delegates and workplace representatives will be entitled, at ordinary pay, to carry out the following responsibilities required of their role (as relevant):

- (a) Attendance, without loss of pay, at Enterprise Agreement bargaining meetings on behalf of Mater staff/Union.
- (b) Attendance at meetings on site, including the Local Consultative Committee and any pre or post caucus.
- (c) Attendance at meetings with other employees as their nominated support person as required.

14.1.3 Directors will ensure that employees have an understanding of this arrangement and are supportive of Union delegates' and workplace representatives' involvement in the above activities. In addition, these employees will be provided with access to reasonable use of existing facilities for the purpose of undertaking the above responsibilities, provided that any use of facilities is consistent with Mater policies and procedures and personal privacy and information security is maintained.

14.2 Attendance at Industrial Education Training

14.2.1 Upon application to Mater, an employee may be granted up to five (5) working days leave (non-cumulative) on ordinary pay each calendar year to attend Industrial Relations Education Training or union conferences.

- 14.2.2 Additional leave, in any one (1) calendar year may be granted where approved training courses involve more than five (5) working days. Additional leave will be at the discretion of Mater.

Schedule One – Wage Rates and Allowances

Wage Rates

Classification	Mater Nurses & Midwives - Wage Rates								
	1 July 2022			1 July 2023			1 July 2024		
	Hourly	Per Fortnight	Per Annum	Hourly	Per Fortnight	Per Annum	Hourly	Per Fortnight	Per Annum
Assistant in Nursing									
Assistant In Nursing 1	30.3865	2,309.37	60,250	31.6020	2,401.75	62,660	32.5500	2,473.80	64,540
Assistant In Nursing 2	31.0829	2,362.30	61,631	32.3262	2,456.79	64,096	33.2960	2,530.50	66,019
Assistant In Nursing 3	31.5406	2,397.09	62,538	32.8022	2,492.97	65,040	33.7863	2,567.76	66,991
Assistant In Nursing 4	32.3367	2,457.59	64,117	33.6302	2,555.90	66,681	34.6391	2,632.57	68,682
Assistant In Nursing 5	33.1629	2,520.38	65,755	34.4894	2,621.19	68,385	35.5241	2,699.83	70,437
Assistant In Nursing 6	33.5993	2,553.55	66,620	34.9433	2,655.69	69,285	35.9915	2,735.35	71,364
Undergraduate Student Nurse/Midwife									
Undergraduate Student Nurse/Midwife 1	31.0829	2,362.30	61,631	32.3262	2,456.79	64,096	33.2960	2,530.50	66,019
Undergraduate Student Nurse/Midwife 2	31.5406	2,397.09	62,538	32.8022	2,492.97	65,040	33.7863	2,567.76	66,991
Assistant in Nursing CSSD									
Assistant In Nursing CSSD 1	33.1716	2,521.04	65,772	34.4985	2,621.89	68,403	35.5335	2,700.55	70,455
Assistant In Nursing CSSD 2	33.6902	2,560.46	66,800	35.0378	2,662.87	69,472	36.0889	2,742.76	71,557
Assistant In Nursing CSSD 3	34.2224	2,600.90	67,856	35.5913	2,704.94	70,570	36.6591	2,786.09	72,687
Enrolled Nurse (Non-Medication Qualified)									
Enrolled Nurse Non Medication 1	33.1716	2,521.04	65,772	34.4985	2,621.89	68,403	35.5335	2,700.55	70,455
Enrolled Nurse Non Medication 2	33.6902	2,560.46	66,800	35.0378	2,662.87	69,472	36.0889	2,742.76	71,557
Enrolled Nurse Non Medication 3	34.2224	2,600.90	67,856	35.5913	2,704.94	70,570	36.6591	2,786.09	72,687
Enrolled Nurse Non Medication 4	34.7658	2,642.20	68,933	36.1565	2,747.89	71,691	37.2412	2,830.33	73,841
Enrolled Nurse Non Medication 5	35.3428	2,686.05	70,077	36.7566	2,793.50	72,880	37.8593	2,877.31	75,067
Enrolled Nurse									
Enrolled Nurse 1	33.5026	2,546.20	66,428	34.8427	2,648.05	69,086	35.8879	2,727.48	71,158
Enrolled Nurse 2	34.0209	2,585.59	67,456	35.3817	2,689.01	70,154	36.4432	2,769.68	72,259
Enrolled Nurse 3	34.5532	2,626.04	68,512	35.9353	2,731.08	71,252	37.0134	2,813.02	73,390
Enrolled Nurse 4	35.0965	2,667.33	69,589	36.5003	2,774.02	72,372	37.5953	2,857.24	74,544
Enrolled Nurse 5	35.6736	2,711.19	70,733	37.1005	2,819.64	73,562	38.2135	2,904.23	75,769
Enrolled Nurse Advance Practice									
Enrolled Nurse Adv Prac 1	36.4058	2,766.84	72,185	37.8621	2,877.52	75,072	38.9979	2,963.84	77,325
Enrolled Nurse Adv Prac 2	38.6481	2,937.26	76,631	40.1940	3,054.74	79,696	41.3998	3,146.38	82,087
Registered Nurse/Registered Midwife Level 1									
Registered Nurse/Midwife Level 1.1	36.9810	2,810.56	73,326	38.4603	2,922.98	76,259	39.6141	3,010.67	78,546
Registered Nurse/Midwife Level 1.2	38.7227	2,942.93	76,779	40.2716	3,060.64	79,850	41.4798	3,152.46	82,246
Registered Nurse/Midwife Level 1.3	40.5588	3,082.47	80,419	42.1811	3,205.76	83,636	43.4465	3,301.93	86,145
Registered Nurse/Midwife Level 1.4	42.3950	3,222.02	84,060	44.0908	3,350.90	87,423	45.4135	3,451.43	90,045
Registered Nurse/Midwife Level 1.5	44.2328	3,361.69	87,704	46.0021	3,496.16	91,212	47.3821	3,601.04	93,949
Registered Nurse/Midwife Level 1.6	46.0758	3,501.76	91,359	47.9189	3,641.84	95,013	49.3564	3,751.09	97,863
Registered Nurse/Midwife Level 1.7	47.9191	3,641.85	95,013	49.8359	3,787.53	98,814	51.3310	3,901.16	101,778
Registered Nurse/Midwife Level 1.8	49.7585	3,781.65	98,660	51.7488	3,932.91	102,607	53.3013	4,050.90	105,685
Registered Nurse/Registered Midwife Level 2 - Clinical Nurse / Clinical Midwife / Clinical Facilitator / Nurse/Midwifery Researcher Level 2									
Registered Nurse/Midwife Level 2.1	50.6133	3,846.61	100,355	52.6378	4,000.47	104,370	54.2169	4,120.48	107,501
Registered Nurse/Midwife Level 2.2	51.8085	3,937.45	102,725	53.8809	4,094.95	106,834	55.4973	4,217.79	110,039
Registered Nurse/Midwife Level 2.3	53.0123	4,028.93	105,112	55.1328	4,190.09	109,317	56.7868	4,315.80	112,596
Registered Nurse/Midwife Level 2.4	54.2198	4,120.70	107,506	56.3886	4,285.53	111,807	58.0802	4,414.10	115,161
Registered Nurse/Registered Midwife Level 3 - Clinical Nurse Consultant / Clinical Midwife Consultant / Clinical Nurse Specialist / Nurse Educator / Practice Development Midwife / Nurse/Midwifery Researcher Level 3 / Patient Flow Manager / Staffing Manager / After Hours Manager									
Registered Nurse/Midwife Level 3.1	57.5719	4,375.46	114,153	59.8748	4,550.48	118,719	61.6710	4,687.00	122,280
Registered Nurse/Midwife Level 3.2	60.3110	4,583.64	119,584	62.7234	4,766.98	124,367	64.6051	4,909.99	128,098
Registered Nurse/Midwife Level 3.3	63.0505	4,791.84	125,016	65.5725	4,983.51	130,016	67.5397	5,133.02	133,917
Registered Nurse/Midwife Level 3.4	64.6266	4,911.62	128,141	67.2117	5,108.09	133,266	69.2281	5,261.34	137,264
Nurse Practitioner									
Nurse Practitioner 1	70.0958	5,327.28	138,985	72.8996	5,540.37	144,544	75.0866	5,706.58	148,881
Nurse Practitioner 2	71.8466	5,460.34	142,457	74.7205	5,678.76	148,155	76.9621	5,849.12	152,599
Nurse/ Midwifery Manager									
Nurse/Midwifery Manager 1	66.6732	5,067.16	132,199	69.3401	5,269.85	137,487	71.4203	5,427.94	141,611
Nurse/Midwifery Manager 2	69.1867	5,258.19	137,183	71.9542	5,468.52	142,670	74.1128	5,632.57	146,950
Nurse/Midwifery Manager 3	71.7003	5,449.22	142,166	74.5683	5,667.19	147,853	76.8054	5,837.21	152,289

Allowances

Allowance	Frequency	Amount - (Current/New)	1 July 2022	1 July 2023	1 July 2024
Mental Health Environment (4.1)	Per Week	\$21.72 (current)	\$22.59	\$23.49	\$24.19
After Hours Manager (4.2)	Per Shift	\$25.00 (new)	Existing rates	\$26.00	\$26.78
Senior AIN (CSSD and SPD) (4.3)	Per Shift	\$12.00 (current)	\$12.48	\$12.98	\$13.37
RN/RM In Charge (4.4)	Per Shift	\$15.00 (current)	\$15.60	\$16.22	\$16.71
X-Ray and Radium (10 hours or less) (4.5)	Per Week	\$10 (new)	Existing rates	\$10.40	\$10.71
X-Ray and Radium (more than 10 hours) (4.5)	Per Week	\$20.00 (new)	Existing rates	\$20.80	\$21.42
On Call (7.1.3)	Monday - Friday (after a shift)	\$28.75 (new)	Existing rates	\$29.90	\$30.80
	Saturday, Sunday, Public Holiday, RDO (24 hours or part thereof)	\$52.60 (new)	Existing rates	\$54.70	\$56.34
Meal (8.3)	Per Shift	\$14.10	See note 3	See note 3	See note 3
Professional Development (10.2)	Per Year	Up to \$750.00 (current)	Up to \$750.00	Up to \$750.00	Up to \$750.00
(AINs CSSD)		Up to \$250.00 (current)	Up to \$250.00	Up to \$250.00	Up to \$250.00
Qualification (10.3)	Graduate Certificate/Diploma	2% of RN Level 1.8 (current)	2% of RN Level 1.8	2% of RN Level 1.8	2% of RN Level 1.8
	Masters/Doctorate	4% of RN Level 1.8 (current)	4% of RN Level 1.8	4% of RN Level 1.8	4% of RN Level 1.8

Notes:

Note 1: Current allowance amounts will increase during the life of the agreement on 1/7/22 (4%), 1/7/23 (4%) and 1/7/24 (3%), except as per Note 4 below.

Note 2: New allowance amounts will increase on 1/7/23 (4%) and 1/7/24 (3%). Existing rates will apply until the first full pay period following approval of agreement by the Fair Work Commission.

Note 3: Meal allowance of \$14.10 will apply from the first full pay period following approval of the agreement, prior to this time existing rates will apply. Future increases during the life of the agreement will apply in both quantum and timing in accordance with meal allowance increases within the Nurses Award 2020.

Note 4: Professional Development and Qualification allowance remain fixed during the life of the agreement. For CQ and NQ employees, the application of Professional Development and Qualification allowance will apply from the first full pay period following approval of the agreement.

Schedule Two – Generic Level Statements

Assistant in Nursing (AIN) means an Employee who assists the registered nurse (RN) or midwife in the delivery of patient care such as activities of daily living and/or general ward duties. The AIN cannot provide any episode of care in a care plan unless that activity is delegated to them by an accountable RN or midwife. The AIN works under the direction and direct or indirect supervision of a Registered Nurse and/or Midwife. Their work may be overseen by an Enrolled Nurse.

AINs must have a relevant Certificate III qualification before progressing to pay point 3.

Where an AIN has 12 months or more at Paypoint 2 and obtains a Certificate III they will progress to Paypoint 3 as from the date of approval of the qualifications.

AIN CSSD / AIN SPD means an employee appointed at this level, in addition to the above, is an AIN who holds a Certificate III qualification in Sterilising Services and is engaged in the provision of sterilising services.

Employment of USIN/USIM

- (a) USIN/USIM's will be employed on a casual or fixed term basis.
- (b) The number of student nurses/midwives utilised will not exceed one student per ward, per shift and to ensure their work is consistent and supported;
- (c) During USIN/USIMs engagement, they will be allocated to a specific unit where appropriate supervision and training can occur under the governance of the unit's nurse/ midwifery manager.
- (d) USIN/Ms will be delegated activities and aspects of care by a Registered Nurse/Midwife and must work under the direct or indirect supervision of a Registered Nurse/Midwife in providing the delegated activity or assisting with the aspect of care as delegated.
- (e) USIN/Ms will not be given sole patient allocation but instead work with one or more Registered Nurses/Midwives in the provision of care to a group of patients.
- (f) **Other terms and conditions for USIN/Ms**
All other terms and conditions of employment will be those applying to a Registered Nurse/Midwife under this Agreement except where this clause explicitly says otherwise.
- (h) **Continuity of service**
Continuity of Service as a Registered Nurse/Midwife will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a Registered Nurse/Midwife is less than twelve months.
- (i) **Consultation**
 - i. Where Mater is considering the use of USIN/USIMs in a clinical setting, they will consult with the relevant workforce area and the QNMU about the arrangements.
 - ii. Once implemented, the local consultative committee will report and monitor their use.

Enrolled Nurse (EN) Level 1 means an employee that does not hold a board approved qualification in administering medicines who:

- (a) Supports a registered nurse or midwife in the provision of patient care;
- (b) Appears at all times on the Australian Practitioner Regulation Agency's (AHPRA) Register of Practitioners as an Enrolled Nurse (Division 2) and performs nursing care within the registration requirements, Nursing and Midwifery Board of Australia (NMBA) Standards, Codes and Frameworks, context of care, educational preparation and relevant legislation.

- (c) Practices under the direct or indirect supervision of a names and accessible registered nurse (RN) or midwife with care delegated by the RN or midwife.
- (d) Collaborates with the RN or midwife to plan, implement and evaluate care planning.
- (e) Can oversee the work of AINs.
- (f) Cannot be a substitute for RN or midwifery positions

Enrolled Nurse (EN) Level 2 means an Employee in addition to Level 1:

- (a) That has attained a board-approved medication endorsement(s);
- (b) Who cannot be in charge of a shift, delegate or evaluate nursing care.

Enrolled Nurse Advanced Skills (ENAS) means an employee in addition to Level 2:

- (a) Who has previously been appointed as an EN level 2;
- (b) May have completed an Advanced Diploma of Nursing;
- (c) Demonstrates a higher level of knowledge and advanced skills who supports a RN or midwife in the provision of patient care;
- (d) May work under more indirect levels of supervision;
- (e) Seeks assistance and support in decision making from a RN or midwife

Registered Nurse & Midwife Level 1 means an employee who:

- (a) Appears on the Australian Health Practitioner Regulation Agency (AHPRA) as a Registered Nurse (Division 1)
- (b) Provides nursing care within the individual and RN scope of practice, demonstrates competency in the provision of that care pursuant to the Nursing and Midwifery Board of Australia (NMBA) Standards, Codes and Frameworks, context of care, education preparedness and legislation.
- (c) Practices independently and interdependently, assumed accountability for own actions and delegation of care to ENs, AINs, students and other unregulated healthcare workers consistent with the NMBA Framework and Standards.
- (d) Assess, plan, implement and evaluate nursing care, can make appropriate referrals to other health practitioners and take a leadership role in the provision and co-ordination of nursing care across its continuum.
- (e) Participates in professional development of self and others
- (f) Applies critical thinking, reasoning across all domains, including evidence-based guidelines to achieve care outcomes
- (g) Supports nursing practice and learning by providing in-service teaching, orientation and preceptorship

Registered Nurse & Midwife Level 2 – Clinical Nurse / Clinical Midwife / Clinical Facilitator means an Employee in addition to Level 1 who:

- (a) Displays clinical leadership in decision making and/or co-ordinates comprehensive care for patients, women and babies, families and/or a specific client population
- (b) Demonstrates a broad developing knowledge in contemporary clinical nursing and midwifery practice and a sound proficiency or specialised knowledge base in relation to any specific area of practice
- (c) Advanced clinical and problem-solving skills and expert planning and coordination of care across its continuum
- (d) Is accountable for own actions, acts to maintain the safety of patients by identifying risk, raising concerns as required by relevant Codes, Standards, local policy or legislation and engaging with Level 3 or above to achieve best practice outcomes within the unit and for patients.
- (e) May provide professional leadership of a clinical unit / area in the absence of Nurse Unit Manager (NUM), Midwifery Unit Manager (MUM), Nurse/Midwife Manager
- (f) Act as a clinical and educational resource within unit and works collaboratively with Nurse Educator(s) and Clinical Facilitator
- (g) Develops clinical competency, promotes clinical problem-solving and critical thinking
- (h) Contributes to the development and support of graduate nurses and midwives, post graduate students and those employed as undergraduate student in nursing and midwifery (USIN/USIM)

Nurse / Midwifery Researcher Level 2 means an Employee in addition to Level 1 who:

- (a) Works collaboratively to lead implementation of policy, practice changes and quality assurance projects
- (b) Participates in developing and integrating evidence to devise and achieve agreed care outcomes
- (c) Undertakes quality assurance projects and clinical audits, may participate in the development of clinical trials and research in collaboration with a Principle Investigator
- (d) Is a resource person for nurses and midwives engaged in research or quality assurance projects

Clinical Nurse/Midwifery Consultant Level 3 means an Employee in addition to Level 2 who:

- (a) Shall perform work at a level above and beyond that of a RN Level 2 and shall have obtained proficiency necessary to perform work at this level
- (b) Demonstrates a specialised and advanced level of clinical expertise and/or specialised skill set, attainment of relevant post-graduate qualifications may be necessary to perform work at this level
- (c) Accountable for the co-ordination of care delivery for a specific area of practice; provides consultation and safe clinical and professional advice
- (d) Advanced level of autonomous clinical, professional practice and decision making
- (e) Initiate and conduct quality improvement projects
- (f) Provide leadership and act as a clinical resource and technical expert to RNs, EN, AINs and other unregulated healthcare workers
- (g) Collaborates with NUM/MUM, Nurse Educator / Practice Development Midwife and Nurse / Midwife Researcher to facilitate the provision of quality and cost-effective care.

Clinical Nurse Specialist Level 3 means an Employee in addition to Level 2 who:

- (a) Demonstrates a specialised and advanced level of clinical expertise and/or specialised skill set, attainment of relevant post-graduate qualifications may be necessary to perform work at this level
- (b) Demonstrates a higher level of autonomy, skill and clinical decision making, analysis and interpretation of clinical data and nursing interventions
- (c) Functions in more complex situations
- (d) Co-ordinates and ensures the maintenance of clinical and professional standards of nursing and/or midwifery care of patients, clients or women within the relevant care environment
- (e) Provide leadership and act as a clinical resource and technical expert to RNs, EN, AINs and other unregulated healthcare workers
- (f) Collaborates with NUM/MUM, Nurse Educator / Practice Development Midwife and/or medical and allied health practitioners to facilitate the provision of quality and cost-effective care.

Nurse Educator / Practice Development Midwife Level 3 – means an Employee in addition to Level 2 who:

- (a) Is accountable for assessment, planning, implementation and evaluation of nursing or midwifery education and/or staff development programs
- (b) Collaborates with other Level 3 nurses / midwives to facilitate the provision of quality, cost-effective nursing care and support programs
- (c) Advanced clinical and education skills, including organisation and planning on matters related to education development, design, delivery and evaluation
- (d) In addition to the above, also provides assistance and guidance to units / wards in relation to education programs and resources
- (e) Lead and co-ordinate education activities and build expertise and capability amongst the nursing / midwifery workforce
- (f) Demonstrates educational leadership and expertise
- (g) Able to translate evidence into practice to foster a culture of learning and achieving best patient outcomes
- (h) Monitors ongoing educational needs of nursing / midwifery staff and implements contemporary and appropriate educational resources and initiatives for this group
- (i) Identifies policy and procedural development opportunities or need and participates in their development or review
- (j) May participate in staff recruitment and selection processes

- (k) Participates in staff orientation and other staff development initiatives

Nurse / Midwifery Researcher Level 3 – means an Employee in addition to Nurse Researcher Level 2 who:

- (a) Has a knowledge and ability to apply a range of research techniques and methodologies
- (b) Demonstrates an advanced level of organisation and planning in relation to research practice and projects
- (c) Has advanced analytical and report writing skills
- (d) Has a thorough understanding of ethical standards and research practice
- (e) Collaborates with other Level 3 roles to facilitate in the provision of quality and cost-effective care
- (f) Participates in relevant policy development, including the development and implementation of relevant quality assurance projects

Patient Flow Manager Level 3 – means an Employee in addition to a Level 2 who:

- (a) Carries overall responsibility for the effective and efficient flow of patients
- (b) lead effective management of clinical, financial and human resources within a quality and risk management framework
- (c) Advanced communication skills
- (d) Demonstrates expert knowledge and application of contemporary nursing / midwifery practice, critical thinking, problem-solving and clinical judgment.

After Hours Manager Level 3 means an Employee in addition to a Level 2 who:

- (a) Is responsible for the clinical and resource management of the hospital after-hours and acts as a resource for nurses, midwives, undergraduate students, and AINs employed by the Mater after-hours
- (b) Demonstrates advanced knowledge and application of clinical and professional leadership
- (c) Works collaboratively with all levels of nursing and midwifery to achieve best practice outcomes for patients and families and works collegiately within a team structure
- (d) Maintains the safety of patients and staff across the after-hours period by implementing safe work standards and staffing methodologies that provide an optimal level of patient care
- (e) Plans and co-ordinates nursing and midwifery skills to achieve best clinical outcomes for patient care
- (f) Able to utilise advanced problem-solving and critical thinking skills

Nurse Practitioner means an employee in addition to a Level 3 who:

- (a) Is a Registered Nurse endorsed to practice as a Nurse Practitioner by the NMBA
- (b) Can function autonomously and collaboratively in an advanced and expanded clinical role, utilising an extended skill-set and knowledge in comprehensive patient assessment and examination, planning, implementation, diagnosis and evaluation of nursing care required and its outcomes
- (c) Able to assess and manage patients using knowledge and skills which may include, but is not limited to:
 - a. direct referral of patients of healthcare to other healthcare practitioners
 - b. prescribing medications
 - c. ordering and interpreting results of diagnostic investigations and/or radiology
 - d. Initiate, implement and monitor interventional therapies.
- (d) Has a clear authority for an advanced scope of practice in an extended nursing role with autonomous decision making capability
- (e) Provides expert nursing care for a specified patient group or population
- (f) Exercises professional and clinical expertise in collaboration with nursing and midwifery and multi-disciplinary teams
- (g) Able to participate in the planning, co-ordination, development and evaluation of policy and procedures, protocols or standards as developed by the relevant service for the provision of safe clinical care
- (h) Contributes to the development of a unique body of knowledge and is able to translate into practice
- (i) Undertake a supervision role model and/or mentor role for nurse practitioner candidates
- (j) Conduct and guide clinical research and quality initiatives to inform practice and change processes

- (k) Works collaboratively with all levels of nursing and midwifery, other health practitioners and stakeholders

Nurse/Midwifery Manager – means an Employee in addition to level 2 who:

- (a) Is accountable for the management of human and material resources for a specified clinical unit or group of clinical units
- (b) Collaborates with other Level 3 nurses and midwives to facilitate the provision of quality cost-effective nursing care
- (c) Lead and co-ordinate a nursing / midwifery team and oversee and/or provide clinical support utilising relevant expertise
- (d) Demonstrates organisation and planning skills in relation to personnel and material resource management, an awareness and understanding of staffing methodologies, leadership qualities and analytical information data and report writing skills
- (e) Provides financial management, budget preparation and cost controls within unit(s), including staff leave
- (f) Allocates and rosters staff for designated unit(s) to ensure optimal levels of patient care are provided
- (g) Reviews staffing methodologies to ensure they remain contemporary and can support the nursing and midwifery workforce and patient outcomes
- (h) Demonstrates critical thinking and reasoning, advanced problem-solving skills and application of advanced contemporary nursing and midwifery practice and theory
- (i) Participates in staff recruitment and selection processes, orientation of staff and development activities and performance review
- (j) Promotes a culture of continuous quality improvement
- (k) Responsible for compliance with professional and clinical standards

Schedule Three – Graduate Programs

Graduate programs will provide or enable:

- A transition from undergraduate student to nurse or midwife in an environment that is supportive, nurturing, culturally safe and embraces a holistic approach to the graduate's professional, social and whole of life needs. The outcome of which should be a nursing/ midwife clinician that should be able to work effectively within their chosen work environment.
- Structured ward orientation.
- Appropriate supernumerary time provided according to the individual transition need of the graduate.
- Study days for structured professional development.
- Structured opportunity for facilitated reflection.
- Timely access to peer support and clinical support staff such as preceptors, clinical educators and graduate program coordinators.
- Setting of individual goals which are realistic, objectively measurable and achievable.
- Graduates should also be provided with a graduate handbook which outlines requirements and expectations of their participation within the graduate program.
- Performance appraisals which are implemented in a collaborative, non-punitive and constructive manner.
- Mentoring and professional supervision incorporated into the graduate program process must not be linked to performance management processes or have punitive consequences.
- A fair and transparent mechanism to provide formal and informal constructive feedback.
- Rotations which support the graduate to develop confidence and competence and reduce 'transition shock'.
- Gradual or staggered introduction to working a rotating roster and or varying shifts to ensure acclimatisation to shift work while maintaining access to clinical support staff.
- Graduate midwives should be provided the opportunity to gain clinical experience in all areas of pregnancy and ante-natal care, birth, post-natal care and neonatal / special care.
- Whilst undertaking the new graduate program, new graduates should not be required to perform in-charge roles which are outside of the scope of practice of a beginning practitioner.

Schedule Four – Mater Hospitals/Facilities

South East Queensland

- Mater Hospital Brisbane
- Mater Private Hospital Brisbane
- Mater Mothers' Hospital
- Mater Mothers' Private Brisbane
- Mater Children's Private Brisbane
- Catherine's House for Mother, Babies and Families
- Mater Private Hospital Brisbane Annerley Road Campus
- Mater Private Hospital Redland
- Mater Mothers' Private Redland
- Mater Private Hospital Springfield

Central Queensland

- Mater Private Hospital Bundaberg
- Mater Private Hospital Rockhampton
- Mater Mothers' Private Rockhampton
- Mater Private Hospital Mackay
- Mater Mothers' Private Mackay
- Mater Private Hospital Mackay Wellington Street Campus

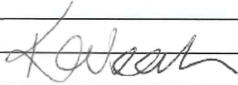
North Queensland

- Mater Private Hospital Townsville
- Mater Private Hospital Townsville Hyde Park Campus
- Mater Mothers' Private Townsville

Signed for and on behalf of Mater:

Print Name: DR PETER STEER
Capacity: GROUP CHIEF EXECUTIVE
Address: MATER NEWSTEAD, 14 STRATTON STREET, NEWSTEAD Q
Signature:  4006
Date: 6-7-2023
In the presence of: MS KATE DAVISON, EXECUTIVE SUPPORT OFFICER

Signed for and on behalf of QNMU:

Print Name: Kate Veach
Capacity: Secretary
Signature: 
Address: QNMU 106 Victoria Street, West End QLD 4101
Date: 10 July 2023
In the presence of: Nicole Li - PA to Assistant Secretary/Secretary