

**Without Prejudice**

**Nurses Professional Association of Queensland / Queensland Nurses for Choice and Health**

**&**

**Queensland Health**

**Log of Claims**

**5 March 2025**

**Introduction:**

This Log of Claims serves as a comprehensive representation of the Nurses Professional Association of Queensland (**NPAQ**) jointly with the Queensland Nurses for Choice and Health (**QNCH**) on behalf of their members who are employees covered by the Queensland Health Public Sector Nurses and Midwives Enterprise Agreement 2022 - 2025.

The document outlines key claims and proposed changes in the negotiation of a fair and equitable Queensland Health Public Sector Nurses and Midwives Enterprise Agreement 2025 - 2028 (**EBA**).

NPAQ and QNCH propose the EBA recognise nurses' and midwives' contributions to productivity, provide fair salary increases, and address retention challenges in Queensland's public health sector.

Our proposals reflect that nurses and midwives are:

- Currently overwhelmed with unsustainable and increased workloads, leading to unsafe working conditions and increasing fatigue issues;
- These conditions are also resulting in the loss of experienced nurses and midwives creating staffing shortages;
- Major concerns around their personal safety within the workplace and also when leaving the workplace, especially after hours and in the rural and remote settings;
- Being paid below the current CPI/Inflation, leaving them financially worse off.

Our claims are outlined on pages 2 & 3, and broken down by the parts of the EBA. We have also included an editable Excel document outlining the claims and welcome responses.

Yours faithfully,

*Kara Thomas*  
**Kara Thomas**  
President  
Nurses Professional Association and Queensland

*MSouthwell*  
**Michelle Southwell**  
Secretary  
QNCH

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# Claims

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## Part 1 - Preliminary Matters

### 1. Superannuation Paid While on Leave

We claim that employees should be entitled to superannuation paid at pre-leave salary on the following leave:

- a. unpaid components of unpaid parental leave;
- b. during Work Cover;
- c. defence leave;
- d. jury leave; and
- e. no safe job leave.

### 2. FTE Vacancies Shared to Permanent Staff

Employer to offer extra permanent shifts prior to FTE being advertised.

### 3. HECS/tuition Assistance

Payment is sought for 50% of HECS/tuition fees for completion of Diploma and Degree Qualifications and the completion of two years service as a Registered or Enrolled Nurse with Queensland Health. This will assist in retaining nurses and build a younger skilled and knowledge based workforce to cover the aging workforce issue. This will also assist with staffing shortages.

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## Part 2 - Wages and Related Matters

### 4. Increases to Wages and Allowances

(Clause 13)

We propose:

- a. **25% immediate increase** to the base hourly rate for all classifications.
- b. Enrolled Nurses with a minimum of three (3) years of experience who complete the necessary qualifications and transition to employment as Registered Nurses commence at Pay Point 2. This provision recognises their existing clinical experience and ensures appropriate compensation relative to new Registered Nurse graduates who commence at Pay Point 1.
- c. Endorsed Enrolled Nurses shall receive a **2.5% increase** to their base hourly rate of pay, in recognition of their additional training requirements and advanced clinical skills relative to Assistants in Nursing.

A 25% increase to the base hourly rate shall be implemented effective immediately to address cost of living pressures and inflation impacts on nursing and midwifery staff. This wage adjustment is essential to both retain existing personnel and attract new nurses and midwives to the organisation. The current wage structure has contributed to retention challenges amid unsustainable workloads faced by nursing and midwifery staff.

## 5. Cost of living Payments (COLA)

(Clause 14)

We propose:

- a. Cost of Living Adjustment (COLA) payments shall be calculated based on the actual Consumer Price Index (CPI) or the differential between these payments, with such adjustments to be applied to the base hourly rate.
- b. Nurses and midwives employed within rural and remote Hospital and Health Services shall receive an **additional 5% payment above the standard COLA adjustments**, in recognition of the heightened cost of living pressures in these geographical locations.

These provisions acknowledge that COLA reflects actual CPI movements and addresses the disproportionate financial impact experienced by nursing and midwifery staff serving in rural and remote communities.

## 6. Casual Employment

(Clause 18)

We propose:

- a. Casual Loading Casual employees shall receive a **loading of 25% of the ordinary hourly rate** applicable to their classification level, representing an increase from the previous 23% loading. This adjustment aligns with industry standards established in comparable nursing and midwifery awards and enterprise agreements.
- b. Pandemic-Related Leave - Casual employees shall be entitled to **five (5) days of paid sick leave** specifically for circumstances where they are identified as a close contact to COVID-19 or another designated contagious illness recognised as requiring isolation from the workplace.
- c. Casual Conversion enhanced and clarified guidelines shall be established governing the process by which casual employees may convert to permanent employment status.

## 7. Overtime (Nursing Grade 2 to Nurse Grade 9, inclusive)

(Clause 20)

We propose:

- a. All authorised overtime worked in excess of an employee's rostered hours of work shall be remunerated at **double time (200%)**.
- b. All authorised overtime worked on designated 'special' public holidays shall continue to be remunerated at **double time and a half (250%)**.
- c. An employee may work overtime following a 12-hour day shift, provided that:
  - i. (a) The total continuous hours worked shall not exceed 16 hours; and
  - ii. (b) This limitation may only be exceeded in exceptional circumstances, consistent with the principles established in clause 20.2(c)(iv) of the Correctional Health Services provisions –

*"A Correctional Health Services employee: (A) May be required to work reasonable time in excess of ordinary hours. (B) Shall not perform more than 16 hours of consecutive duty inclusive of overtime. Overtime in Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB11) 2022 16 combination with a 12-hour ordinary shift should be worked in exceptional circumstances only. (C) In receipt of the aggregated shift allowance or who is a shift worker whose hours of work are regularly rotated in accordance with a shift roster covering two or more shifts per day will be paid for all overtime at the rate of double time. Overtime will be paid on the employee's base rate."*

Employees who perform overtime duties necessitated by staffing shortages shall receive appropriate compensation, in recognition that such circumstances increase the risk of fatigue, increase sick leave and its associated impacts on workplace health and safety.

## 8. Reasonable Overtime

(Clause 43)

We propose:

- a. An employee may decline to work overtime hours without adverse consequences or repercussions, irrespective of whether the overtime request is deemed reasonable or unreasonable.
- b. When declining a request to work reasonable overtime, an employee shall not be required to provide justification or explanation for their inability or unwillingness to work such additional hours."

## 9. On call and recall (Nursing Grade 2 to Nurse Grade 9, inclusive)

(Clause 20.3)

We propose:

- a. The following on-call allowances shall apply to employees from Nurse Grade 1 to Nurse Grade 9:
  - i. (a) Monday to Friday: **\$81.00 per on-call period;**
  - ii. (b) Saturday: **\$121.60 per on-call period;**
  - iii. (c) Sunday and public holidays: **\$141.90 per on-call period;** and

- iv. (d) Weekend public holidays: **\$212.90 per on-call period.**

**b. On-Call Prior to Scheduled Day Off**

- i. Where an employee is rostered on-call and this extends into a scheduled day off, **double time (200%)** shall apply from midnight until the conclusion of the on-call period; OR
- ii. Alternatively, employees shall not be rostered for on-call duties when a day off is scheduled for the following day. These provisions recognise that rostering employees for on-call duties prior to scheduled days off adversely impacts fatigue management and work-life balance."

**c. Regional and Remote Area On-Call Arrangements**

A comprehensive review shall be conducted of on-call rostering practices in regional and remote areas where staffing constraints result in frequent on-call rotation, with specific focus on addressing resulting fatigue management issues.

**d. Multiple Recall Payment**

When an employee is recalled to duty more than once during an on-call period, the second and all subsequent recalls shall be **paid at double time (200%)**.

Comparative Standards - The increased on-call rates established in this agreement align with the Victorian Public Sector Enterprise Bargaining Agreement 2024-2028, reflecting industry standards.

## **10. Flexible Work Arrangements**

(Clause 21)

We propose:

- a. Nurses and midwives who have provided continuous service to Queensland Health for a period exceeding 20 years and who are transitioning to retirement shall be eligible to request exemption from night shift duties.
- b. Approved exemptions under this provision shall not affect the employee's entitlement to six (6) weeks annual leave. This provision recognises the significant long-term contribution these employees have made to Queensland Health.
- c. Upon providing written notification of a definitive retirement date, eligible employees may access their accrued Long Service Leave entitlements.

## **11. Fatigue Management – Night Shift**

**a. Limitations on Night Shifts**

To lessen the effects of fatigue associated with night shift work:

- i. No more than **three (3) consecutive eight (8) hour night shifts** shall be rostered for any employee, except where mutually agreed in writing between the employee and the employer.
- ii. No additional night shifts shall be allocated beyond an employee's contracted Full-Time Equivalent (FTE) hours unless mutually agreed in writing
- iii. Requesting a review of staffing ratios for night shifts, so they are maintained at the same levels as those applicable to day and afternoon shifts.
- iv. Each ward operates on a 24/7 basis to have a review for an option of both an Assistant in Nursing (AIN) and/or a Ward Administration Officer to enable nurses and midwives to focus on clinical duties.

***b. 8:8:10 roster system review***

Agree to conduct a review (with staff input) for a 8:8:10 roster system **within 6 months** of the commencement of this Agreement (if applicable or suitable to their work unit).

***c. Election of nightshift***

The employer to review the possibility of allowing employees to elect permanent night shift arrangements where operationally viable.

- i. Employees on permanent night shift arrangements will be required to a **minimum of five (5) day shifts** per calendar year for the purpose of completing mandatory training and professional development activities.
- ii. Implementation of this provision aims to address recruitment challenges for night shift positions and reduce excessive rotation of staff onto night shifts.

## **12. Allowances**

***a. Night Shift***

(clause 41) (Award 15.2(b)) - inclusive grades of nursing 1-9

We propose:

- i. A penalty rate of **thirty-five percent (35%)** shall apply to all night shifts commencing from 1800 hours, irrespective of the day of the week on which the shift is rostered.
- ii. This night shift penalty shall apply to all nursing staff Grades 1-9 inclusive.
- iii. The night shift penalty rate shall be paid in addition to any applicable weekend penalty rates.

Sunday penalty rates shall continue to apply until the conclusion of night shifts that commence on Sunday and conclude on Monday morning.

**b. X-ray and Radium**

(clause 23)

We propose:

- i. Employees required to wear a lead apron or who are required to use or assist in using X-ray apparatus or radium shall be entitled to an **allowance of (\$9.20) per day**.
- ii. This daily rate replaces the previous **fortnightly allowance of (\$27.20)**.
- iii. Any employee required to wear a lead apron for a continuous period of three (3) hours or more shall be entitled to a **paid break of ten (10) minutes**. This break shall be taken at a time that does not interfere with patient care, as determined by the relevant supervisor.

**c. Chemotherapy Exposure (New)**

We propose:

- i. An allowance shall be payable to employees who are exposed to chemotherapy drugs for greater than fifty percent (50%) of their rostered shift.
- ii. This allowance recognises the additional hazards associated with regular exposure to chemotherapy agents in the workplace.
- iii. To be eligible for this allowance, employees must have:
  1. Completed appropriate approved education and training in the handling of chemotherapy drugs; and
  2. Verification of eligibility shall be determined by the relevant line manager or delegate.
  3. Eligible employees shall receive an allowance of \$80 per shift.

**d. N95 Mask (New)**

We propose:

- i. An allowance shall be payable to individual employees who are required to wear an N95 mask for greater than fifty percent (50%) of their rostered hours, as determined by workplace health and safety requirements or clinical protocols.
- ii. This allowance recognises the additional discomfort and work burden associated with extended wearing of N95 masks.
- iii. Eligible employees shall receive an allowance of **\$3.00 per hour**.

**e. PPE allowance**

An allowance of **\$40 per shift** will be paid to all employees working in direct care positions who are required to wear PPE for the majority of their shift (excluding meal breaks). This allowance recognises the additional physical and psychological burden associated with extended PPE use. In addition to N95 mask allowance.

**f. Rostering (New)**

(clause 68)

We propose:

- i. In the event that a roster is not published within the required timeframe, each affected employee shall be entitled to an **allowance of thirty-seven dollars and ninety cents (\$37.90) per day** of non-compliance.
- ii. This allowance shall be payable for each calendar day that the roster remains unpublished beyond the required timeframe.
- iii. When vacant shifts become available, they shall be offered according to the following priority order:
  1. Permanent employees of the relevant work unit or department, prior to being given to a casual.
  2. The allocation of vacant shifts shall be conducted in a fair, equitable and transparent manner, with documentation of the offer process maintained by the employer.

**g. Qualification - Accelerated pay point advancement and qualification allowance**

(clause 28)

We propose:

- i. An enhancement of the qualification **allowance by 1.5% increase**;
- ii. Implementation of a streamlined application process for this qualification.

**h. Afternoon Shift - inclusive of grade nurse 1 to 9**

(Award 15.2(a))

We propose:

- i. Afternoon shift penalty/allowance to be **increased to 20%**, applicable to all days of the week on which afternoon shifts are scheduled.
- ii. Afternoon shift allowance applies to all hours worked during shifts commencing at or after 1200 and before 1800 (as defined in clause 3 of the Award), regardless of the employee's individual start time.

**i. After Hours Management**

(clause 26)

We propose:

- i. An increase in the allowance from **\$20 to \$25 per shift**, extending eligibility to public hospital employees Nurses Grade 5 to 7 who perform after hours manager duties and hold sole responsibility for a facility or cluster of services.
- ii. This allowance applies to all weekday afternoon shifts commencing after 1800 hours, night shifts, weekends, and public holidays.

**j. Mental Health Environmental**

(clause 30)

We propose:

- i. Nurses assigned to care for high-risk mental health patients in areas such as the Emergency Department, where a specialised mental health nurse is unavailable, shall receive an additional **\$100 per shift** to acknowledge the increased complexity and risk associated with managing these patients without specialised support.

**k. Working Understaffed Allowance (New)**

We propose:

- i. nurses shall receive an **additional \$100 per shift** when required to work under conditions where staffing levels fall below the established safe nurse-to-patient ratios.
- ii. The allowance applies to shifts where the actual nurse-to-patient ratio exceeds the recommended safe standard due to unfilled vacancies or absences not covered by additional staff and incentivises safe work spaces.

**l. Relieving in Charge allowance**

(clause 25)

We propose:

- i. The current allowance provision is amended to ensure that any individual Nurse Grade 5 who is required to assume in-charge responsibilities for an entire shift receives appropriate compensation, regardless of whether a Nurse Grade 6 or Grade 7 is simultaneously rostered on the same shift.
- ii. The relieving in-charge allowance is increased from \$16.03 to \$20.10 per shift.

**m. Redeployment and Change of Ward Allowance (New)**

We propose:

- i. An **allowance of \$40 per shift** shall be provided to permanent staff members, including Assistants in Nursing, Nurses, and Midwives with designated home wards, when required to work in areas outside their established clinical expertise or experience range. This provision aims to discourage the routine redeployment of nursing and midwifery staff as standard rostering practice and to prevent assignments beyond their scope of practice.

**n. Hyperbaric Allowance**

We propose:

- i. The allowance for nurses operating in hyperbaric chambers shall be adjusted to **\$85.08 per shift** when performing dives, with identical compensation applying to on-call shifts to address the operational constraints when dive procedures may be required. This adjustment aligns with comparable provisions established in other nursing enterprise agreements.

**13. Sunday Penalty Rate**

(Clause 31)

We propose:

- a. The Sunday penalty rate of double time shall apply to all hours worked on Sunday and shall continue to apply for all hours worked until 0600 hours Monday morning.
- b. This provision is designed to enhance staff retention during Sunday night shifts and recognise the additional burden of working during these hours.
- c. This penalty rate shall be paid in addition to any other applicable allowances or penalties as provided for in this Agreement.

**14. Saturday Penalty Rates**

We propose:

- i. A **penalty rate of seventy-five percent (75%)** shall apply to all hours worked between 0000 hours and 2400 hours on a Saturday.
- ii. This represents an increase from the previous fifty percent (50%) penalty rate.
- iii. The Saturday penalty rate shall be calculated as **seventy-five percent (75%)** of the employee's base hourly rate and will be paid in addition to any other applicable allowances as provided for in this Agreement.

## Part 3 - Employment Conditions

### 15. Annual Leave

(Clauses 35 to 52)

#### **a. Annual Leave - additional for shift workers**

An increase in annual leave entitlement for continuous shift workers from 6 weeks (190 hours) to **7 weeks (228 hours)** to enhance fatigue management capabilities.

#### **b. Improved annual leave management and denial framework**

We propose:

- i. Enhanced policy framework governing annual leave denials beyond general "operational reasons," specifically incorporating fatigue management principles as outlined in Clause 52.2(a): "the importance of annual leave in supporting employees to manage fatigue..."
- ii. Improved annual leave planning procedures including minimum three-month notification periods for both approval and denial of leave requests.
- iii. Mandatory approval of excess leave accumulation requests within established timeframes.
- iv. Implementation of transparent, equitable, and fair allocation protocols for high-demand holiday leave periods.
- v. Review of management-initiated annual leave cash-out arrangements except when requested by individual employees, recognising annual leave's critical function in fatigue management and wellbeing maintenance.
- vi. Expansion of existing leave relief coverage within the Nursing Hours per Patient Day (BPF) to facilitate professional development, parental leave, mandatory training, long service leave, and sick leave.

#### **c. Annual leave loading increase**

- i. Reassessment of the annual leave loading of **17.5% loading across 5 weeks rather** than the current 4-week basis.

### 16. Personal Leave

We propose:

- a. An increase in personal leave entitlement from 10 days to **15 days per annum** to address the substantial depletion of employee's personal leave reserves resulting from mandatory testing periods and isolation requirements associated with COVID -19 exposure or infection.

- b. Implementation of a financial incentive program for employees who maintain minimal personal leave utilisation, structured as a graduated monetary bonus system.

## 17. Bereavement Leave

We propose:

- a. Individual employees shall be entitled to up to **five (5) paid bereavement leave days** per calendar year, increased from the previous allocation of two (2) days.
- b. Unused bereavement leave does not carry over to subsequent years and is not payable upon termination of employment.
- c. The employer may request reasonable supporting documentation. Bereavement leave is non-cumulative and separate from other leave entitlements.

## 18. Compassionate Leave

We propose:

- a. Individual employees shall be entitled to up to **five (5) paid compassionate leave days per occasion**, increased from the previous allocation of two (2) days.
- b. This leave may be taken when an immediate family or household member develops a serious illness, sustains a serious injury, or faces a life-threatening emergency.
- c. The employer may request reasonable supporting documentation.
- d. Compassionate leave is non-cumulative and separate from other leave entitlements.

## 19. Fatigue Leave

We propose:

- a. An employee completing their final night, shall be entitled to a **minimum break of 2 clear calendar days** between midnight and midnight before resuming work. Correctional Health example - Award 15.10(a) -

*"Breaks after night shift - Correctional Health Services (a) Following the last night shift worked, a Correctional Health Services employee will have a minimum break of two clear days between midnight and midnight. Nurses and Midwives (Queensland Health) Award – State 2015 Page 38 of 121 For example: if an employee completed a block of night shifts at 0600 on Monday morning they would not commence duty until at least 0600 on Thursday."*

- b. The day on which an employee completes their night shift shall be designated as a fatigue management day and shall not be counted as the first day of the employee's break period.

- c. An employee who has commenced a shift shall not be required to return to complete the remainder of that shift following the taking of fatigue leave.
- d. Where less than three (3) hours remain in an employee's shift at the time fatigue leave would commence, the employee shall be paid for the entire shift without any requirement to attend for duty.
- e. Employers shall not adjust rosters for the purpose of avoiding the minimum break requirements specified in this section.

## 20. Long Service Leave

We propose:

### **a. Transfer of Long-Service Leave in counterpart public sectors**

Queensland Health shall recognise prior continuous service of nurses and midwives employed in public health services of other Australian states and territories for the purposes of:

- i. Long service leave accrual;
- ii. Personal leave entitlements; and
- iii. Annual incremental progression.

### **b. Protection of entitlement to long service leave**

Applications for long service leave shall not be unreasonably denied. Where operational requirements are cited as grounds for denial:

- i. Management must provide detailed written justification;
- ii. A review mechanism shall be available through an independent panel comprising management and union representatives; and
- iii. Repeated denials of long service leave applications shall be subject to executive review".

## 21. Public Holidays

(Clause 36)

We propose:

### **a. Public holiday management framework**

There should be a framework for the rostering of employees for public holidays about them being conducted with fairness, equity, and transparency. Management shall ensure:

- i. Equitable distribution of public holiday work among eligible employees;
- ii. Consideration of employee preferences where operationally feasible; and

- iii. Maintenance of records demonstrating equitable allocation of public holiday shifts.

**b. Clarity around penalty for Christmas on a Sunday**

Work performed on Christmas Day (25 December) when it falls on a Sunday shall be compensated at **300% of the employee's ordinary rate of pay** and not be impacted by lesser penalty rates.

**c. Clarity around Easter Saturdays & Sundays**

Review and easier to read and interpret clause 36.3 EBA to avoid a history of confusion.

## **22. Meal Breaks**

(Clause 37)

We propose:

- a. Where an employee is required to work overtime beyond their rostered shift, the meal allowance payable during such overtime periods shall be increased to **\$25 per meal break**.

## **23. Professional Development**

(Clause 28)

We propose:

- a. Eligible employees shall be entitled to a minimum of five **(5) days professional development leave** per calendar year (pro-rated for part-time employees). This entitlement is provided to support ongoing professional education, training, and skill maintenance relevant to the employee's role and responsibilities.
- b. Professional development leave days that have been approved and scheduled shall not be cancelled due to routine staffing shortages. Cancellation shall only occur in extreme circumstances where patient safety would be significantly compromised and all alternative staffing solutions have been exhausted.
- c. In the event that Professional Development Leave is cancelled due to extreme circumstances, the employee shall be given priority status for rescheduling the professional development activity.

## **24. Right to disconnect**

(Clause 42)

We propose:

- a. The organisation commits to reviewing and implementing appropriate disconnection protocols for Nursing Unit Managers (NUMs) and Directors of Nursing (DONs) in rural and remote locations to ensure reasonable work-life

balance. Develop clear guidelines delineating circumstances warranting after-hours contact.

## **25. Nurses' pay parity with Allied Health with identical duties**

(Clause 44)

We propose:

- a. Nursing staff shall receive an hourly base rate of pay equivalent to that of Allied Health professionals performing substantially similar duties and responsibilities within the same multi-disciplinary team or work environment.
- b. Overtime rates for nursing staff shall be calculated and paid at rates equivalent to those applied to Allied Health professionals in comparable roles when performing additional hours beyond standard working periods.

## **26. Workload Management**

(Clause 46)

We propose:

### **a. Staffing ratio review**

- i. Nursing and midwifery team leaders shall be excluded from direct patient care responsibilities during each shift to enable proper supervision, coordination, and management of unit operations.
- ii. Staffing ratios shall be reviewed and determined based on the acuity levels present within each clinical unit rather than fixed bed numbers alone and adjust staffing levels in response to changing patient complexity.
- iii. Review of ratios for all Emergency Departments.

### **b. Minimum midwifery ratios**

Mandatory minimum midwifery staffing ratios shall be implemented across all maternity services, with both mothers and babies counted within ratio calculations to accurately reflect workload.

### **c. Assistant in Nursing need reviews**

- i. Assistant in Nursing positions shall be allocated specifically for special observation duties (patient specials) to enhance both patient and staff safety while maintaining appropriate workload distribution for registered nursing staff.
- ii. A formal review process shall be established to assess the need for additional Assistant in Nursing (AIN) positions in units with high patient turnover.

**d. Nurse / Midwife Unit Manager workload review**

A formal review process shall be established to assess the workload of Nurse Unit Managers and Midwifery Unit Managers and the need for additional appropriate support, for example whether a part time administration officer or a part time Associate Nurse Unit Manager.

**e. Mandatory allocation of time for admin or portfolio work**

Staff members with employer-allocated portfolio work or administrative duties shall be provided with reasonable paid time, separate from direct patient care responsibilities, to fulfill such obligations. This time shall be:

- i. Clearly documented in the roster; and
- ii. Protected from reallocation due to staffing shortages.

**27. Development through Secondment**

(Clause 49)

We propose the organisation establishes better access and transparency for secondments:

- a. Secondment approval process shall be applied equitably across all staff classifications;
- b. a formal written explanation should be required that details specific reasons beyond generalised 'operational requirements' and include Human Resource verification that the refusal adheres to organisational policy; and
- c. Outline specific operational factors considered and efforts made to accommodate the secondment request.
- d. Secondments significantly contributes to professional development and contributes to:
  - i. Skill diversification;
  - ii. Knowledge transfer;
  - iii. Leadership Development;
  - iv. Career Exploration;
  - v. Confidence Building;
  - vi. Prevents Burnout; and
  - vii. Retention of staff.

**28. Disaster Relief**

(Clause 51)

We propose employees shall be entitled to up to **two (2) weeks of special paid leave** when directly affected by unprecedented weather events, flooding, or natural disasters. This leave shall:

- i. Be assessed on a case-by-case basis considering the specific circumstances;
- ii. Be available for activities including but not limited to securing damaged property, making insurance claims, arranging emergency repairs, and ensuring personal and family safety;
- iii. Not reduce other leave entitlements; and
- iv. Require reasonable documentation of the impact where practicable.

## **29. Remote Area Nursing Incentive Package/Rural and Remote**

(Clause 54)

We propose:

### **a. Immediate rural and remote living standards review**

Upon commencement of this agreement, a review will take place to:

- i. assess the minimum standards for staff accommodation and security in rural and remote areas shall be established and maintained;
- ii. review on how to enhance support systems for isolated practitioners;
- iii. a comprehensive review and enhancement of telehealth support systems shall be conducted;
- iv. review of a retention bonus to employees who are not part of the Remote Area Nursing Incentive Package; and
- v. review of mandatory safety equipment of all employees working in remote areas or in isolation.

### **b. Ongoing rural and remote living standards review**

A scheduled maintenance program shall be implemented for all staff accommodation facilities, ensuring:

- i. **Quarterly inspections** by qualified personnel
- ii. Documented maintenance schedules visible to occupants (iii) Responsive repair processes with maximum 48-hour response for essential services
- iii. Annual quality assessment against established standards

**c. Review of rural and remote allowances**

- i. Review of clear progression of incentives based on location remoteness, providing incrementally higher benefits for increasingly remote placements.
- ii. Review of all rural and remote allowances across all HHS for standardisation and designated **as mandatory** rather than discretionary.
- iii. An **additional week of paid leave** shall be provided annually to staff in remote locations to address professional isolation, enabling:
  1. Professional networking opportunities;
  2. Access to urban health facilities;
  3. Participation in professional communities of practice; and
  4. Relief from geographical isolation.

**d. Rural and remote allowance for sole midwives**

(clause 71)

We propose a Sole Midwife be granted an allowance of **\$58.10 per day**.

**e. Rural and remote loading**

Employees working in designated rural and remote areas shall receive a **30% loading applied to their base salary** in recognition of the additional challenges and responsibilities of rural practice.

**f. Adoption of a "Never Alone" policy**

A comprehensive "Never Alone" policy shall be implemented in remote settings, requiring:

- i. Minimum staffing levels of two health professionals during all operational hours;
- ii. On-call backup systems with defined response times;
- iii. Regular safety check-in protocols for staff working in isolation; and
- iv. Clear documentation of all solo practice exceptions and mitigations.

**30. Pay Increments for midwives becoming registered nurses**

We propose a midwife who is not a registered nurse but later becomes one has their experience as a midwife count as experience towards registered nurse increments.

## Part 4 - Continuing Nursing and Midwifery Workforce Enhancement

### 31. Nurse Practitioners

(Clause 66)

We propose:

#### **a. On-call allowance**

Nurse Practitioners shall receive an increased on-call allowance of **\$75 per weekday call, \$110 per Saturday call, \$130 per Sunday call, and \$190 per public holiday call**, replacing the previous flat-rate structure to ensure fair compensation proportional to service delivery requirements.

#### **b. Qualification allowance**

Nurse Practitioners with a Master's degree in Advanced Practice Nursing or an equivalent qualification shall receive a qualification allowance of **7.5% of base salary**, in recognition of their advanced clinical expertise and responsibility associated with this credential.

#### **c. Protected Time for Professional Development & Non-Clinical Duties**

Each Nurse Practitioner shall be allocated **4 hours per week (0.1 FTE)** of protected time for teaching, professional development, and non-clinical duties essential to maintaining practice standards and contributing to workforce development.

### 32. Rostering

(Clause 68)

We propose:

#### **a. Late roster penalty**

A financial penalty shall apply when rosters are not published according to the required timeline

- i. Compensation of **\$37.90 per day** shall be paid to affected staff when rosters are published 8-14 days late
- ii. Compensation of **\$75.80 per day** shall be paid to affected staff when rosters are published 7 days late or less

#### **b. Roster etiquette**

We propose:

- i. Management shall implement transparent oversight procedures to ensure fair and equitable allocation of shifts, eliminating preferential treatment in the rostering process.

- ii. All roster requests, including priority ("red") requests, shall be considered equitably using a documented and transparent process accessible to all staff members.
- iii. Rosters shall be designed to minimise fatigue in accordance with Best Practise Rostering Guidelines and evidenced-based fatigue management principles.
- iv. Regular auditing of rostering practices shall be conducted with results reported to staff, ensuring management accountability in maintaining roster equity.

### **33. Graduate Nurse/Midwife Transition Support**

(Clause 72)

We propose:

- a. The employer commits to providing defined professional pathways for Graduate Nurses and Midwives that prioritise continuity of employment where performance standards are met.
- b. The employer will establish a region based structured education and support program for all Graduate Nurses and Midwives that includes regular clinical supervision, dedicated preceptorship, protected learning time, and formalised feedback mechanisms to ensure graduates receive comprehensive professional development throughout their transition period.
- c. The employer will implement a formal transition pathway that enables Assistants in Nursing (AINs) to progress to Enrolled Nurse (EN) and Registered Nurse (RN) roles through a combination of supported education opportunities, clinical placement programs, and prioritised consideration for permanent positions upon qualification attainment, subject to operational requirements and performance assessment.

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## **Part 5 - Industrial Relations Matters and Consultation**

### **34. Workplace Health & Safety**

(Clause 80)

We propose:

#### **a. *Parking safety***

The employer will implement designated secure parking zones for staff working evening and night shifts, with clearly marked pathways featuring adequate lighting and monitored CCTV coverage. These areas will be located within reasonable proximity to facility entrances and will be regularly patrolled by security personnel at shift change times.

**b. Debriefing protocol**

The employer will establish a formal debriefing protocol following any workplace safety incident, within 24 hours of occurrence. This will include confidential psychological support services and follow-up assessment at 3, 7, and 30 days post-incident, with enhanced services available for staff in outer metropolitan and regional locations.

**c. Night-time security service**

A formalised security escort service will be established for staff entering or exiting facilities during evening and night shifts (2000-0600hrs). This service will be provided by designated security personnel or specifically trained wardspersons who have completed the approved Security Awareness Training Program. Staff may request escorts via a dedicated phone extension or mobile application with maximum wait times not to exceed 10 minutes.

**d. Mental health ward security**

All Mental Health wards will maintain 24/7 security officer presence, with officers having completed specific Mental Health Awareness and De-escalation Training. These positions will be permanently rostered and not subject to redeployment to other areas of the facility.

**e. Mandatory self defence techniques**

The employer will provide all direct care staff with mandatory annual training in self-defense techniques and de-escalation strategies. Initial training will consist of an 8-hour program with 4-hour refresher courses provided quarterly. Staff will be released from clinical duties to attend these sessions with appropriate backfill arranged.

**f. Remote or isolated area duress alarms**

Staff working in remote or isolated areas will have the availability of equipment, such as personal duress alarms connected to security services. These areas will have enhanced CCTV coverage, restricted access protocols, and mandatory buddy systems implemented during evening and night shifts. Regular risk assessments will be conducted for these spaces with findings actioned within 30 days.

**g. Minimum security in emergency departments**

All Emergency Departments will maintain permanently rostered security officers 24/7, with officers having completed specialized training in healthcare security and de-escalation techniques. Security staffing levels will be determined based on department size and historical incident data, with a minimum of two officers present during peak periods

**h. Riskman audits**

Quarterly audits of manual handling incidents reported by Riskman will be conducted to identify systemic issues and inform improvements to training

protocols. Findings will be reported to workplace health and safety committees with action plans developed within 30 days of audit completion."

*i. **Mandatory Health and Safety Representatives***

The employer will ensure all units have Health and Safety Representatives, with vacancies advertised within 14 days and filled within 60 days. All representatives will receive comprehensive training within 30 days of appointment, with annual refresher training provided.

*j. **Peer Support Program***

A formal Peer Support Program based on the Queensland Ambulance Service model will be established, with trained peer supporters available in all departments. Supporters will receive initial training of 16 hours and quarterly 4-hour refresher sessions, with workload allocation adjusted to accommodate support activities.

*k. **Legal fund for holding violent visitors accountable***

An employee who is assaulted at work or in transit to or from work. Will be supported by the employer's legal representatives or administrators to take legal action criminal or civil against the offender and or their employee.

### **35. Youth Detention**

We propose:

- a. The employer will establish a Youth Detention Centre Risk Allowance for all nursing staff working in youth detention facilities. This allowance recognises the specialised skills required and heightened occupational risks faced by nurses in these environments, which are comparable to those experienced in adult correctional facilities.
- b. This provision addresses the current inequity between nursing staff in adult corrections facilities who receive locality allowances and those working in youth detention who face similar or higher risks without equivalent compensation. The allowance will be reviewed annually based on incident reporting data to ensure it appropriately reflects the ongoing occupational risks.
- c. We propose Youth Detention Risk Allowance should start around **\$100.00 per day worked**.

## **Supplementary 1 – Member survey data**

***These are the main issues which are affecting and important to Nurses and Midwives by location/HHS (% proportion of survey respondents)***

### **Metro (14.3%)**

- Workloads
- Wage increase aligned with inflation
- Less emphasis on location-specific allowances
- Professional development > maintaining high-level specialised skills
- Security concerns

### **Inner Regional (17%) /Outer Regional (26.3%)**

- Wage increase > regional cost of living pressures
- Smaller staffing pools and this impacts on delivery of service
- Skill Mix issues and keeping specialist skilled staff
- Fatigue issues
- Professional Development access
- Security Issues - enhancement, especially ED and nightshifts
- Retention incentives

### **Rural/Remote (23.9%)**

- Smaller staffing pools and this impacts on delivery of service
- Standardising the Remote Area Nursing Incentive (RANIP) across all HHS
- Improvement to accommodation standards
- Professional Development access challenges
- Protected teaching time for Nurse Practitioners
- Improved access to educational opportunities
- Security concerns - especially after hours
- More CCTV coverage

### **Remote/Very Remote (18.5%)**

- Standardised allowances
- Improved compensation for after hours availability
- Fatigue Issues
- Guaranteed minimum breaks between shifts (already a policy for this)
- Smaller staffing pools and this impacts on delivery of service
- Professional Development Issues - equitable access
- Structured mentor programs
- Facility maintenance (workplace upgrades, maintenance backlog)
- Improved post-incident support