

# Summary of the proposed Agreement

## Proposed Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB12) 2025

The table below summarises provisions included in the proposed *Nurses and Midwives (Queensland Health and Department of Education) Certified Agreement (EB12) 2025* (NMEB12). Please note, this is not an exhaustive list, and you should refer to the full copy of the proposed Agreement.

Note: Employees need to be employed as at date of certification of NMEB12 to be entitled to receive backpay for rates and allowances from 1 April 2025.

### Part 1 Preliminary matters

Reference	Matter	
Clause 2	Duration of Agreement	The Agreement will operate from the date of certification until the nominal expiry date of 31 March 2028. Wage and certain allowance increases will be given administrative effect on and from 1 April 2025.
Clause 3	Relationship with other Awards and Agreements	For Queensland Health employees, the Agreement is to be read in conjunction with the <i>Nurses and Midwives (Queensland Health) Award – State 2015</i> .
Clause 4	Parties bound	Queensland Health, the Department of Education, Health and Wellbeing Queensland, the Queensland Nurses and Midwives' Union and The Australian Workers' Union of Employees, Queensland.
Clause 5	Application of Agreement	For Queensland Health, this Agreement will apply to all nursing and midwifery employees.
Clause 6	Definitions	New definitions added for AQF, DON, DOM, OCMwO and RANIP.
Clause 7	Purpose of Agreement	The purpose of this Agreement is to advance and recognise nursing and midwifery through a positive practice environment, and provide simple, easily understood and easily applied conditions of employment within a cooperative and consistent industrial relations framework.
Clause 9	Cultural respect and health equity strategy	A new clause has been added, which outlines the parties commitment to respecting cultural diversity, rights, views, and expectations of Aboriginal and Torres Strait Islander Queenslanders in the delivery of culturally appropriate health services, and Queensland Health's commitment to implement First Nations health equity strategies in accordance with the <i>Hospital and Health Boards Act 2011</i> .
Clause 10	Renewal or replacement of Agreement	Negotiations for a replacement Agreement will commence at least six months prior to the expiration of this Agreement.

Reference	Matter	
Clause 11	Co-operative resolution of disputes	<p>The parties agree to a co-operative and consistent approach to resolving industrial issues and disputes with a view to reducing disputation. The parties will continue to embed an interest-based problem solving (IBPS) approach at the Department of Health and Hospital and Health Services level between the nursing and midwifery workforce and management as an effective way of achieving shared objectives.</p> <p>Where appropriate and practical, the parties will attempt to resolve any disputes informally in a timely manner using the relevant grievance procedure prior to referring the dispute to the Queensland Industrial Relations Commission.</p>
Clause 12	Prevention and settlement of disputes	<p>In the event of any disagreement between the parties as to the interpretation, application or implementation of this Agreement, the following procedures will apply:</p> <p><b>Stage 1:</b> The matter is discussed between the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor. These discussions will take place within 24 to 48 hours and should not extend beyond seven days.</p> <p><b>Stage 2:</b> If the matter is not resolved at Stage 1, it shall be referred by the Union representative and/or the employee/s to the appropriate management representative who shall arrange a conference for the parties to discuss the matter. This process should not extend beyond seven days.</p> <p><b>Stage 3:</b> If the matter cannot be resolved at Stage 2, either party may refer the matter to the Nursing and Midwifery Implementation Group (NaMIG). NaMIG may make a recommendation for the consideration of the Chief Executive, the appropriate decision maker as determined by Queensland Health representatives.</p> <p><b>Stage 4:</b> If the matter remains unresolved at Stage 3, either party may refer the matter to the Queensland Industrial Relations Commission for conciliation and if required, arbitration.</p> <p>Minor changes have been made in relation to the process for Stage 1 (the discussion timeframe extension from 24 to 48 hours), and for Stage 3 in relation to NaMIG processes. A new clause has also been added confirming that no party shall act in a matter unreasonably or intentionally delay the timely resolution of a dispute.</p>

## Part 2 Wages and related matters

Reference	Matter	
Clause 14	Wage and allowance increases	<p>The Agreement provides for the following wage increases:</p> <ul style="list-style-type: none"> <li>Year 1: An increase of 3% effective from 1 April 2025 paid on the applicable rate at 31 March 2025</li> <li>Year 2: An increase of 2.5% effective from 1 April 2026</li> <li>Year 3: An increase of 2.5% effective from 1 April 2027</li> <li>Year 3: A GEC increase of 3% effective from 1 December 2027.</li> </ul> <p>The proposed allowance rates can be found in Schedule 1. The allowances that are subject to wage increase indexation can be found in Schedule 2.</p> <p>If the Brisbane CPI for March in Year 1 or Year 2 is higher than the agreed wage increase, an additional CPI uplift adjustment (CUA) will automatically apply, up to the following caps: Year 1: Up to 0.5%, and Year 2: Up to 1%.</p>

Reference	Matter	
		No CUA will apply to Year 3, due to the inclusion of the additional 3% GEC increase on 1 December 2027. Please refer to the CUA supporting resources to find out more about this entitlement.
Clause 15	Payroll	Reference to <i>HR Policy C13 Payment of Salaries and Wages</i> added, which contains the process for ad hoc payments.
Clause 16	Superannuation	Updated to reflect current legislation and government policy.
Clause 17	Salary sacrificing	Updated to reflect current legislation and government policy.
Clause 18	Casual employment	A new requirement has been added for a casual employee to work a minimum number of six shifts within a 12-month calendar period to remain in the casual pool. An additional clarification has been included to confirm that a casual pool employee will be eligible to receive the CUA payment, if triggered, irrespective of <u>not</u> having worked a shift in the previous 12-week period.
Clause 20.2(c)(ii)	Overtime - Nursing Grade 2 to Nurse Grade 9, inclusive	From 1 July 2027, all authorised overtime worked by a Nursing Grade 2 to Nurse Grade 9 (inclusive) shift worker, in excess of their rostered ordinary hours of work Monday to Saturday inclusive, is to be paid at the rate of double time.
Clause 21	Flexible work arrangements	This clause has been re-drafted to better align to equivalent clauses in other Queensland Health certified agreements, with no change to existing entitlements occurring. The amended clause outlines the existing process to request flexible working arrangements under the <i>Industrial Relations Act 2016</i> and confirms the parties support and encouragement of the use of flexible work arrangements and requests for flexible work arrangements. The clause also refers to <i>HR Policy C5 Flexible Working Arrangements</i> and the <i>Guideline for Flexible Working Arrangements</i> .
Clause 27	Additional pay point for Nurse Grade 5	From 1 December 2027, an additional paypoint will be created at the top of the Nurse Grade 5 classification. The rates of pay for the new Nurse Grade 5 paypoint 8 are set out in Schedule 1 of the proposed Agreement. Access to this paypoint will be by annual increment. Any Nurse Grade 5 employee with 12 months or greater service at paypoint 7 as at 1 December 2027 will automatically progress to the new paypoint 8 as of that date.
Clause 28	Removal of paypoint 1 Nurse Grade 6 Band 1 pay point 1	From 1 December 2027, the current Nurse Grade 6 Band 1 paypoint 1 will be removed, which increases the minimum pay for this classification. All Nurse Grade 6 Band 1 employees classified at paypoint 1 on 1 December 2027 will automatically progress to paypoint 2 (the new paypoint 1) on this date. Paypoint 3 will become the new paypoint 2, and paypoint 4 the new paypoint 3.
Clause 30	Enrolled Nurse qualification allowance	From 1 July 2026, a new qualification allowance is being introduced for Enrolled Nurse (Nurse Grades 3 or 4) who hold a second diploma, or advanced diploma or higher qualification, recognised by the employer as relevant to the employee's current position, and which is in addition to the qualification required for registration. This all-purpose allowance is paid on a fortnightly and p basis as follows: a 'qualification' is a second diploma and is paid at 3.5% of Nurse Grade 3, and an 'advanced qualification' is an advanced diploma or higher qualification and is paid at 5.5% of NG3.5.
Clause 31	Minimum pay point for enrolled nurses – Sterilising Services	From 1 July 2026, the minimum pay point for an enrolled nurse is Nurse Grade 3 paypoint 4 where the employee has completed a Certificate III or higher approved qualification in Sterilising Services and is engaged in the provision of sterilising services.

Reference	Matter	
Clause 33	Endorsed midwife allowance	From 1 July 2026, a midwife who meets the definition of an endorsed midwife at clause 33.1 will be paid the endorsed midwife allowance of \$211.80 per fortnight paid on a pro rata basis.
Clause 34	Nurse/Midwife Unit Manager allowance	From 1 December 2027, a new three-tiered allowance for NUM/MUM will be introduced. The allowance will be paid fortnightly, and on a pro-rata basis at rates of \$70.00, \$100.00 or \$150.00. NaMIG will develop the criteria for the three NUM/MUM levels by 1 April 2027 for endorsement by the Director-General. The allowance will have an indicative distribution of 20% of roles categorised at Level 1, 60% at Level 2 and 20% at Level 3.
Clause 37	Woodford Correctional Centre aggregated shift allowance	From 1 July 2026, the rate of the aggregated shift allowance for nurses who work continuous shifts at the Woodford Correctional Centre will increase from 28.5% to 31.5%. Additional public holiday penalty payments for Easter Sunday and Christmas Eve will cease as of this date.
Clause 38	Review of Eventide employment arrangements	The parties will undertake a review of industrial provisions for Eventide employees and identify opportunities for improved alignment and clarity with other nurses and midwives' entitlements.

### Part 3 Employment conditions

Reference	Matter	
Clause 40	Variations to Award	This clause has been carried over, with the parties agreeing to vary Schedule 7 of the Award within 12 months of certification of the Agreement to include the generic level statements for midwives at Grade 5, 6 Band 1, 6 Band 2 and 7; and the domain of 'culturally safe nursing practice' in the generic level statements for nurses.
Clause 42.13	Clarification of public holiday entitlements	Within 12 months of certification, the parties will develop a fact sheet clarifying entitlements that apply for 'special' public holidays provisions, specifically where someone works or does not work, and the associated payment/ entitlement.
Clause 46	Gender equity	The clause has been amended to remove the work completed under NMEB11 and improve consistency with other Queensland Health certified agreements. During the life of the Agreement the parties will discuss the recommendations, approved by the Director-General, of the Gender Equity Project completed during NMEB11. The approved recommendations will be implemented by NaMIG. Gender equity will be a standing agenda item at NaMIG, with new quarterly reports to be provided of workforce composition.
Clause 47.5	Permanent night shift introduction	Within 12 months of certification of the Agreement, the parties will jointly develop a supporting guideline to introduce an optional employee initiated permanent night shift arrangement. Such employees will be considered continuous shift workers. This guideline will include circumstances where employees may be required to work a period on day and/or afternoon shift/s up to 10 shifts to facilitate attendance for specific education, training, professional development, seminars, orientations, or regulatory system updates.

Reference	Matter	
Clause 50	Nurses and midwives in multi-disciplinary teams	The current clause 44 from the NMEB11 is changed in the proposed Agreement. The NMEB11 entitlement for nurses and midwives in eligible multidisciplinary teams to be paid health practitioner rates will continue for those employees who currently receive it, and for those who become eligible on or before 1 January 2027. Anyone receiving the entitlement prior to this date will continue to receive it (and all relevant increases to health practitioner rates) for as long as they remain in the role. Before 1 January 2027, Queensland Health and the QNMU will work to agree a new arrangement, which will then apply to employees who commence work in multi-disciplinary teams with health practitioners after this date.
Clause 51	Workload management	Key changes to the existing clause a new commitment concerning BPF addenda education activities, and a joint review and implementation of agreed changes to Table 1: BPF Governance and Negotiation Process of the BPF.
Clause 57	Access to leave entitlements	<p>This clause has been re-drafted to include some content relocated from the flexible working arrangements clause of NMEB11, to include several new clauses to better ensure consistency across Queensland Health certified agreements, and to relocate the existing domestic and family violence leave provision to a separate clause. These changes <b>do not</b> alter existing entitlements.</p> <ul style="list-style-type: none"> <li>• Annual leave at half pay: existing clause that has been re-located, outlining that clause 19.6 of the Award provides for an employer to approve applications by employees to take annual leave at half pay for double the period of time.</li> <li>• Unpaid cultural leave: new clause has been added confirming the existing entitlement to unpaid cultural leave.</li> <li>• Parental leave: New clause confirming eligible employees will be entitled to 14 weeks paid parental leave which may be taken at half pay for double the period of time.</li> <li>• Purchased leave: New clause confirming existing entitlement to request to purchase leave.</li> </ul>
Clause 58	Domestic and family violence	<p>This new clause has been added to provide additional information about domestic and family violence supports in addition to the existing leave entitlement and better ensure consistency amongst Queensland Health certified agreements.</p> <p>In accordance with the <i>Industrial Relations Act 2016</i> an employee, including a casual employee, is entitled to 10 days of domestic and family violence leave on full pay in a year if the employee has experienced domestic violence; and the employee needs to take domestic and family violence leave as a result of domestic violence.</p>
Clause 59	Breastfeeding at work	This new clause been added to confirm the existing entitlement, including Queensland Health's commitment to the application of the <i>Public Sector Commission Breastfeeding and Work Policy</i> . Employees are entitled to a total of one hour paid lactation break/s for every eight hours worked.
Clause 61	Remote Area Nursing Incentive Package (RANIP)	Two key improvements are included for RANIP. From the date of certification of the Agreement, the annual isolation bonus will be subject to wage increase indexation of the Agreement as set out in Schedule 2. Additionally, from 1 July 2026, all MM 6 and MM 7 locations listed in <i>HR Policy C2 RANIP</i> will have ongoing and full RANIP designation and entitlements.
Clause 63	Employment security	This clause has been re-drafted and re-named to better ensure consistency with other Queensland Health certified agreements, with no change to existing entitlements occurring. Queensland Health is committed to maximising employment security for their permanent nurses and midwives, and job reductions by forced retrenchments will not occur.

Reference	Matter	
Clause 65	Part time hours review	<p>Minor changes to this clause have occurred to better align to other Queensland Health certified agreements. A new clause has been added that where an employee has taken parental leave within the last 12 months, the employer will count the 12 months before and after the leave period as part of the employee's total service time.</p> <p>Additionally, any agreed permanent increase to an employee's substantive part-time hours is limited to one hour less than full-time hours. This change does not prevent a permanent part-time employee from being employed as a full-time employee.</p>
Clause 66	Contracting out	<p>Changes to this clause include consultation processes where the employer may temporarily contract out or lease out services to an external contractor at existing sites and/or new sites and in emergent circumstances, and options for employees where there will be a loss of employment by the contracting out or leasing of a current service. Please refer to the proposed agreement for further information.</p>

#### Part 4 Continuing nursing and midwifery workforce enhancement

Reference	Matter	
Clause 68.5	Nursing and midwifery excellence	<p>A new clause outlining that the Offices of the Chief Nurse Officer and the Chief Midwife Officer maintain a suite of resources that support professional development of nursing and midwifery employees.</p>
Clause 69	Scope of practice initiatives	<p>This clause has been amended to remove completed NMEB11 commitments, and add new initiatives for NMEB12:</p> <ul style="list-style-type: none"> <li>• The Office of the Chief Nurse Officer will develop a guideline to support and promote the scope of practice for Enrolled Nurses.</li> <li>• The Office of the Chief Midwife Officer will: <ul style="list-style-type: none"> <li>○ Undertake a statewide process to outline and agree on an advanced scope of practice for endorsed midwives;</li> <li>○ Develop a statewide framework and procedure for endorsed midwives working in public facilities to prescribe and access limited Medicare provider numbers as an own source revenue (where available) and to enable outsourced pathology and radiology;</li> <li>○ Develop a fact sheet on own source revenue for endorsed midwives;</li> <li>○ Develop a midwifery scope of practice matrix (including core skills); and</li> <li>○ Develop a statewide credentialing framework and access agreement for private practice midwives.</li> </ul> </li> </ul>
Clause 70	Nursing and midwifery workforce planning	<p>A new clause has been added outlining that the focus of ongoing collaboration relevant to nursing and midwifery workforce planning will include succession management and mentoring for nurses and midwives.</p>
Clause 73.2	Nursing and midwifery governance	<p>A new commitment for the Office of the Chief Midwife Officer to develop and support implementation of a shared governance model for midwifery group practice within and across Hospital and Health Services and the Department of Health.</p>
Clause 73.3	Nursing and midwifery industrial framework training	<p>Existing commitment has been updated for the parties to develop, and where practicable, deliver joint training to nursing and midwifery line managers and NaMCF members about the industrial relations framework, including flexible working arrangements and Positive Practice Environment Standards.</p>

Reference	Matter	
Clause 75	Midwifery generic level statements	Clause has been amended for currency, and includes two new activities: the parties will amend the generic level statements for classifications above the current Grade 7 to include midwifery specific duties, skills and responsibilities, and Queensland Health to review <i>HR Policy B7 Nursing and Midwifery Classification Evaluation Methodology</i> to include applicable content related to midwifery.
Clause 77	Midwifery Group Practice trial for part time midwives	During the life of the Agreement, a trial will be undertaken of alternative ways of working in existing midwifery group practices or team midwifery models of care for part-time midwives. A working group will be established to develop a framework to guide the trial. The parties will jointly develop a template agreement confirming specific conditions between the employer and employee including trial length, notice period for entry into or withdrawal from trial arrangement, and process for evaluation of trials.
Clause 78	Nurse/Midwife Unit Managers	This clause has a number of new inclusions, including a new definition for roles considered to be NUMs and MUMs for the purpose of this clause. Additional changes include a new promotion and education on existing entitlement to approved overtime and the processes; development of a guideline to clarify any exceptional circumstances where a NUM/MUMs indirect care hours will be changed to direct care hours; development of a guideline governing job share agreements; backfilling arrangements and the Integrated Workforce Management Program.
Clause 79	Rural and remote graduate communities of practice	A rural and remote nursing graduate community of practice will be established, that will be coordinated through the Office of the Chief Nurse Officer in collaboration with the rural and remote area Executive Directors of Nursing and Midwifery. The Office of the Chief Midwife Officer will promote and provide support for the rural and remote midwifery graduate community of practice coordinated by Retrieval Services Queensland's Senior Midwifery Advisors to increase visibility and access.
Clause 81	Undergraduate students in nursing and midwifery	A new clause has been added to better clarify the eligibility arrangements for appointment to USINs and USIM roles, as described in the generic level statements found in Schedule 2 of the Award.
Clause 82	Students and novice practitioners	This new clause has been added to confirm the parties recognition that nurses and midwives have a responsibility to contribute to and support the professional development of students and novice practitioners. From 1 July 2026, indirect care hours required for education of students and novice practitioners will be agreed during development of the ward/unit BPF service profile.
Clause 83	Student placement availability	During the life of the Agreement NaMIG will establish a working group to explore the feasibility of expanding student placements to seven days and consider broader shift options in certain facilities. The Office of the Chief Midwife Officer will review midwifery student placement models that support the continuity of care model.
Clause 84	Redeployment	Queensland Health will develop a principle-based guideline to support the short term, temporary redeployment of nurses and midwives from one work unit to another facility/service to support efficient staffing resource management. This is intended to supplement any existing local guidelines.

## Part 5 Industrial relations matters and consultation

Reference	Matter	
Clause 85	Collective industrial relations	Queensland Health is committed to collective agreement with unions. The parties to the Agreement support constructive relations between the parties and recognise the need to work cooperatively in an open and accountable way.
Clause 86	Organisational change and restructuring	This clause has been amended to include a provision that when the employer decides to conduct a review, union representatives will be advised as soon as practicable and consulted from the outset prior to implementation. Additionally, when changes are required because of a decision or decisions made external to Queensland Health, and not made by the Director-General, Queensland Health or the relevant delegate/s, Queensland Health will consult with affected employees and union representatives prior to implementation.
Clause 87	Consultative forums	Existing clauses confirming that the parties agree that an interest-based approach will be adopted at the central and local facility level to ensure the appropriate implementation of the Agreement.
Clause 88	Nursing and Midwifery Consultative Forums	Each Hospital and Health Service will establish and maintain a Nursing and Midwifery Consultative Forum (NaMCF).
Clause 89	Nursing and Midwifery Implementation Group	The Nursing and Midwifery Implementation Group (NaMIG) is responsible for oversight of the implementation of this Agreement.
Clause 90	Reform Consultative Group	New clause added to improve consistency with other Queensland Health certified agreements. The Reform Consultative Group (RCG) is the peak level consultative group on all matters pertaining to state-wide organisational change and reform initiatives that broadly impact Queensland Health staff across occupational streams.
Clause 92	Workplace behaviour	Additional clauses added concerning workplace behaviour. Please refer to the clause for full details.
Clause 93	Workplace health and safety	The clause has been amended to better align to other Queensland Health certified agreements, and includes a number of additional clarifications and commitments, including in relation to hazards, risks and issues; prevention of occupational violence, workplace mental health; workplace health and safety risk assessment and support services to Health and Safety Representatives. Please refer to the clause for full details.
Clause 94	Workplace bullying	The parties will jointly develop relevant resources and toolkits to promote anti-workplace bullying and harassment initiatives.
Clause 95	Recognition of obligation to prevent sexual harassment in the workplace	A new clause has been added outlining the obligation to prevent sexual harassment in the workplace.

## Part 6 No further claims

Reference	Matter	
Clause 96	No further claims	This Agreement is in full and final settlement of all parties' claims for its duration except where provided for in this Agreement. The clause has been amended for clarity, and to better reflect the interaction between the agreement and matters that sit outside the agreement.

## Schedules

Reference	Matter	
Schedule 1	Wage rates	Updated to include new wage rates, including new Nurse Grade 5 paypoint 8 and removal of Nurse Grade 6 Band 1 paypoint 1 from 1 December 2027.
Schedule 2	Allowances subject to wage increase indexation	Updated to include allowances to be indexed in line with the headline wage increase (including the GEC increase and CUA if triggered). Endorsed Midwife and RANIP annual isolation bonuses added to the Schedule, with respective commencement date for indexation listed.
Schedule 4	Reporting obligations to NaMIG	New reports added for Rural and Remote Communities of Practice and gender composition.
Schedule 5	Nursing and Midwifery Consultative Forum model terms of reference	Removal of the previous 'Attachment 1 – Nursing and Midwifery Business Case Flow Chart' as the relevant information is now included in the published <a href="#">Organisational Change Management Guideline</a> on QHEPS.
Schedule 7	Preserved human resource policies and guidelines	<p>This Schedule has been updated to clarify the processes applying to preserved policies, including clarification that HR policies as they apply to nurses and midwives as listed under Schedule 7 may be amended from time to time only with the agreement of the parties, noting that agreement will not be unreasonably withheld.</p> <p>The parties agree the following HR policies are not required within Schedule 7, as the associated conditions and entitlements are covered under relevant legislation or other sources: <i>B23 Permanent Employment; B24 Appointments – Permanent and/or Temporary – Commonwealth and/or State Funded Programs; B25 Temporary Employment; B26 Casual Employment; B38 Graduate Nurse Employment; B39 Hours – Directors of Nursing and Assistant Directors of Nursing; G15 Professional Development Package for Nurses and Midwives Grade 3 (Enrolled Nurses) and Above; and W1 Work Health and Safety.</i></p>
Schedule 9	Conditions of employment – Department of Education	Schedule 9 <b>does not</b> apply to nurses and midwives employed by Queensland Health nurses and midwives, and applies only to nurses employed by the Department of Education.