

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**AUSTRALIAN RED CROSS BLOOD SERVICE - QUEENSLAND EMPLOYEES AWARD - STATE 2003**

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Australian Red Cross Blood Service - Queensland Employees Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Australian Red Cross Blood Service - Queensland Employees Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**AUSTRALIAN RED CROSS BLOOD SERVICE - QUEENSLAND EMPLOYEES AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Australian Red Cross Blood Service - Queensland Employees Award - State 2003.

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**1.3 Date of operation**

This Award takes effect from 28 April 2003.

#### **1.4 Application of Award**

1.4.1 This Award shall apply throughout the state of Queensland to all employees of the Australian Red Cross Blood Service - Queensland for whom classifications and rates of pay are prescribed by this Award.

This Award will take precedence over all other State Awards including:

- (a) Clerical Employees Award - State 2002;
- (b) Miscellaneous Workers' Award - State 2002;
- (c) Transport, Distribution and Courier Industry Award - Southern Division 2002;

#### **1.5 Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.4 and the Unions listed in clause 1.6.3 and their respective members.

#### **1.6 Definitions**

1.6.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Director" means the person appointed as the Director, Australian Red Cross Blood Service - Queensland.

1.6.4 "Union" means:

- (a) Queensland Nurses' Union of Employees,
- (b) Australian Municipal Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and/or the Federated Clerks' Union of Australia, North Queensland Branch, Union of employees
- (c) Queensland Public Sector Union of Employees,
- (d) the Transport Workers' Union of Australia, Union of Employees (Queensland Branch).
- (e) the Australian Liquor, Hospitality and Miscellaneous Workers Union, Queensland Branch, Union of Employees

#### **1.7 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

##### *1.7.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.

Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.

Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

##### *1.7.2 Districts*

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

- 3.1.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- 3.1.2 This procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 1999*.
- 3.1.3 Stage 1: In the first instance the employee shall inform their immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may wish to exercise the right to consult a relevant Union representative during the course of Stage 1.
- 3.1.4 Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management (the manager). The manager will consult with the parties. The employee may exercise the right to consult or be represented by their relevant Union representative during the course of Stage 2.
- 3.1.5 Stage 3: If the grievance is still unresolved, the manager will advise the employer. The aggrieved employee may submit the matter in writing to the employer if they wish to pursue the matter further. If desired by either party, the matter shall also be notified to the relevant Union.
- 3.1.6 The employer shall ensure that:
- (a) The aggrieved employee or their relevant Union/association representative has the opportunity to present all aspects of the grievance;
  - (b) The grievance shall be investigated in a thorough, fair and impartial manner.
  - (c) The employer may appoint another person to investigate the grievance. The employer may consult with the relevant Union in appointing an investigating officer. The appointed person shall be other than the employee's supervisor or manager.
  - (d) If the matter is notified to the relevant Union, the investigating officer shall consult with the relevant Union during the course of the investigation. The employer shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of grievance investigations.
  - (e) The employer may delegate such employer's grievance resolution powers under this clause to a nominated representative.

3.1.7 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and the employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

3.1.8 If the grievance is not settled the matter may be referred to the Commission by the employee or the relevant Union.

3.1.9 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

3.1.10 Where the grievance allegations are of sexual harassment and/or discrimination, an employee may commence the procedure at Stage 3.

## **3.2 Consultation**

3.2.1 The parties to this Award are committed to positive co-operation to increase the efficiency, productivity, and competitiveness of the organisation covered by this Award.

3.2.2 It is agreed that the parties to the Award are committed to establishing an appropriate consultative mechanism and procedures appropriate to the organisation. Measures raised by the employer and employee/s such as rosters, hours of work etc. shall be considered consistent with the objectives of clause 3.2.1 and shall be processed through the consultative mechanism and procedures.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment categories**

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3); and
- (c) Casual (as prescribed in clause 4.4).

### **4.2 Full-time employees**

A full-time employee is an employee who is not specifically engaged on a part-time or casual basis and who is entitled to full-time benefits.

### **4.3 Part-time employees**

4.3.1 A part-time employee is an employee who:

- (a) is required to work less than 76 hours per fortnight; and
- (b) is rostered for a minimum of 3 consecutive hours on any shift or day.

4.3.2 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours to be worked each fortnight.

4.3.3 Any agreed amendment to the number of ordinary hours worked will be recorded in writing.

4.3.4 Rosters shall be posted at least 2 weeks in advance.

Change within a roster shall be by agreement between the employer and the employee concerned, however, failing agreement, 24 hours' notice of a change of roster shall be given by the employer, or double time shall be paid for the next shift:

Provided that the agreed number of ordinary hours per week can only be amended in accordance with 4.3.3.

- 4.3.5 All time worked outside of an employee's ordinary commencing and ceasing time shall be deemed to be overtime and paid for at the rates prescribed in clause 6.11:

Provided that a part-time employee may, by mutual agreement, work in excess of rostered hours up to a maximum of 38 ordinary hours per week for training and relief purposes:

Provided further that the additional hours so worked shall be taken into account in the *pro rata* calculation of entitlements and any such arrangement entered into will be recorded in writing in the time and wages record of the enterprise.

- 4.3.6 Part-time employees shall be paid at an hourly rate equal to the appropriate fortnightly rate prescribed by the Award and divided by 76.
- 4.3.7 A part-time employee shall be entitled to *pro-rata* annual leave, sick leave, long service leave, bereavement leave and all public holidays on the same basis as full-time employees on which the employee would have otherwise worked on a proportionate basis calculated on the ordinary hours of work.
- 4.3.8 A part-time employee shall be entitled to a rest pause of 10 minutes on any day where they work a minimum of 4 consecutive ordinary hours of work, without loss of pay, and a further rest pause of 10 minutes where 8 consecutive hours are worked on any one day. Such rest pauses will be taken at times so as not to interfere with continuity of work where continuity is necessary.

#### **4.4 Casual employees**

- 4.4.1 A casual employee is an employee who is paid by the hour and who is engaged for not more than 64 ordinary hours per fortnight:

Provided that a casual employee may be employed by mutual agreement, for up to 38 hours per week for training or relief purposes:

Provided further that any such arrangement entered into will be recorded in writing in the time and wages record of the enterprise.

- 4.4.2 Casual employees shall be paid at the rate of 1/38th of the ordinary weekly rate of wages prescribed for the class of work that they are engaged for plus an additional 23% per hour, with a minimum payment as for 2 hours work in respect of each engagement.

#### **4.5 Trainees**

Trainees may be engaged under this Award, in accordance with the *Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)* 162 QGIG 414.

#### **4.6 Incidental or peripheral tasks**

- 4.6.1 The employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.6.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.6.3 Any direction issued by the employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.

#### **4.7 Anti-discrimination**

- 4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the

parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **4.8 Termination of employment**

### *4.8.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

### *4.8.2 Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

### *4.8.3 Notice of termination by employee*

The notice of termination required to be given by an employee shall be 2 week's.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to 2 week's.

4.8.4 Annual leave shall not be deemed to form part of notice for the purpose of clauses 4.8.2 and 4.8.3.

### *4.8.5 Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

## **4.9 Introduction of changes**

### *4.9.1 Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### *4.9.2 Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **4.10 Redundancy**

### *4.10.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### *4.10.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.



- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.10.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.10.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.10.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.10.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.10.10 *Employees with less than one year's service*

Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
  - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.11 Continuity of Service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Classifications**

#### 5.1.1 *Administrative Stream*

The Administrative Stream comprises those offices, the duties of which apply to the functional areas identified herein, the incumbents of which are required to possess a range of skills appropriate to the stream.

Such functional areas include organisational administration, human resource management, finance, customer service, development and implementation of policy, information and advisory services.

#### 5.1.2 *Professional Stream*

The Professional Stream comprises any number of offices:

- (a) to which are attached a mandatory degree qualification or agreed equivalent as determined by the Director of the Australian Red Cross Blood Service - Queensland and the (relevant) Union; and
- (b) the duties of which reflect:
  - a combination of practitioner and/or specialist responsibilities or;
  - an identifiable specialisation/management in a profession.

#### 5.1.3 *Technical Stream*

The Technical Stream comprises any number of offices:

- (a) to which are attached a mandatory Diploma, Associate Diploma or agreed equivalent as determined by the Director of the Australian Red Cross Blood Service - Queensland and the (relevant) Union; and
- (b) the duties of which reflect:
  - a combination of practitioner and/or specialist responsibilities providing direct assistance to; but on occasion acting in isolation from other offices;
  - and/or supervision of offices in other streams.

#### 5.1.4 *Operational Services Stream*

The Operational Services Stream comprises those offices, the duties of which apply to various functional areas, the incumbents of which are required to possess a range of skills appropriate to this stream.

- (a) "Donor Attendant" shall mean an employee required to assist medical or nursing staff by performing duties incidental to the collection of blood.
- (b) "Senior Donor Attendant" shall mean a Donor Attendant, as defined herein, who is appointed to supervise the work of other Donor Attendants.
- (c) "Laboratory Assistant" shall mean an employee required to carry out prescribed tests in the blood products section of the service and in the laboratory.
- (d) "Cleaner" shall mean an employee required to carry out cleaning duties.

#### 5.1.5 *Nursing Stream*

The Nursing Stream shall apply to employees working in the classifications defined below.

These definitions are to be read in conjunction with Schedule 2 to this Award which contains Generic Level Statements for each level of the career structure outlining the range of responsibilities which may be expected at that level.

These definitions will apply for the purpose of determining the appropriate rates of pay.

- (a) "Registered Nurse" shall mean an employee:
  - (i) registered under the *Nursing Act 1992* as a Registered Nurse; and
  - (ii) who is subject to the regulations and/or by laws of the Queensland Nursing Council and who holds a current Annual Licence Certificate.
- (b) "Director of Nursing" shall mean the Registered Nurse Level 5, appointed as such who has charge of the nursing staff and who may also be required to supervise the other staff.
- (c) "Assistant Director of Nursing" shall mean a Registered Nurse Level 4 appointed as such who assists in administration and who may relieve a Director of Nursing and who is responsible for a stream or combination of streams of nursing practice as required by the employer and consistent with the nursing career structure. Examples of such streams include management, research, clinical, education.
- (d) "Registered Nurse Level 3" shall mean a Registered Nurse appointed as such who has responsibilities as allocated by the employer for a stream or combination of streams of nursing practice consistent with the nursing career structure, and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of such streams include management, research, education, clinical.
- (e) "Nurse Educator" shall mean a Registered Nurse, Level 3 appointed as such, who is responsible for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- (f) "Clinical Nurse Consultant" shall mean a Registered Nurse, Level 3 appointed as such, who is responsible for the co-ordination of standards of care delivered in a specific patient/client care area and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- (g) "Nurse Manager" shall mean a Registered Nurse, Level 3 appointed as such, who is responsible for the management of human and material resources for a specified group of clinical units and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- (h) "Clinical Nurse" shall mean a Registered Nurse, Level 2 appointed as such, who identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes for a specific client population and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.
- (i) "Registered Nurse Level 1" shall mean a Registered Nurse appointed as such, other than Registered Nurses Levels 2 to 5.
- (j) "Enrolled Nurse" means an employee:
  - (i) who is enrolled under the *Nursing Act 1992* as an Enrolled Nurse; and
  - (ii) who is subject to the regulation and/or by laws of the Queensland Nursing Council and who holds a current Annual Licence Certificate as such.

## 5.2 **Wage rates**

<i>Administrative Stream</i>		Per Fortnight \$
L8	(4)	2,679.40
	(3)	2,639.30
	(2)	2,599.20
	(1)	2,559.00
L7	(4)	2,491.70
	(3)	2,446.30
	(2)	2,400.80
	(1)	2,355.30
L6	(4)	2,272.50
	(3)	2,233.20
	(2)	2,193.90
	(1)	2,154.50
L5	(4)	2,065.50
	(3)	2,023.00
	(2)	1,980.50
	(1)	1,937.90
L4	(4)	1,862.70
	(3)	1,824.50
	(2)	1,782.30
	(1)	1,744.20
L3	(4)	1,672.30
	(3)	1,631.10
	(2)	1,589.80
	(1)	1,548.60
L2	(8)	1,478.70
	(7)	1,452.80
	(6)	1,423.10
	(5)	1,393.40
	(4)	1,363.60
	(3)	1,329.90
	(2)	1,300.20
	Age 21 (1)	1,270.50
L1	(3)	904.30
	(2)	843.80
	(1)	783.20

*Professional Stream*

L6	(4)	2,679.40
	(3)	2,639.30
	(2)	2,599.20
	(1)	2,559.00
L5	(4)	2,491.70
	(3)	2,446.30
	(2)	2,400.80
	(1)	2,355.30
L4	(4)	2,272.50
	(3)	2,229.30
	(2)	2,186.20
	(1)	2,143.00
L3	(4)	2,041.30
	(3)	1,997.10
	(2)	1,952.90
	(1)	1,908.70
Q-L2	(7)	1,843.40

	(6)	1,783.70
	(5)	1,727.60
	(4)	1,667.50
	(3)	1,607.50
	(2)	1,547.40
	(1)	1,487.30
L1	(7)	1,465.30
	(6)	1,420.60
	(5)	1,371.90
	Age 21(4)	1,319.20
	(3)	995.20
	(2)	900.20
	(1)	804.90

*Technical Stream*

L6	(3)	2,355.30
	(2)	2,309.80
	(1)	2,264.30
L5	(4)	2,207.70
	(3)	2,160.30
	(2)	2,112.90
	(1)	2,065.50
L4	(3)	2,001.50
	(2)	1,955.20
	(1)	1,908.70
L3	(4)	1,843.40
	(3)	1,809.10
	(2)	1,774.70
	(1)	1,744.20
Q-		
L2	(6)	1,672.30
	(5)	1,634.50
	(4)	1,596.70
	(3)	1,554.90
	(2)	1,521.10
	(1)	1,483.20
L1	(7)	1,465.30
	(6)	1,420.60
	(5)	1,371.90
	Age 21 (4)	1,319.20
	(3)	995.20
	(2)	900.20
	(1)	804.90

*Operational Services Stream*

L7	(3)	2,001.50
	(2)	1,965.60
	(1)	1,929.70
L6	(3)	1,862.70
	(2)	1,831.40
	(1)	1,796.20
L5	(4)	1,744.20
	(3)	1,705.80
	(2)	1,667.20
	(1)	1,628.70
L4	(4)	1,599.10
	(3)	1,565.80
	(2)	1,532.30
	(1)	1,498.90

L3	(4)	1,454.30
	(3)	1,434.40
	(2)	1,410.40
	(1)	1,386.40
L2	(4)	1,368.10
	(3)	1,333.00
	(2)	1,301.70
	Age 21(1)	1,270.50
L1	(6)	1,022.10
	(5)	950.90
	(4)	879.80
	(3)	808.80
	(2)	737.80
	(1)	666.80

L - Classification Level  
Q - Qualification Barrier

<i>Nursing Stream</i>	Per Fortnight \$
Enrolled Nurses	
Paypoint 1	1,367.80
Paypoint 2	1,386.60
Paypoint 3	1,405.40
Paypoint 4	1,424.30
Paypoint 5	1,443.10

Provided that an employee under age 21 shall be paid as follows:

76% of Paypoint 1  
79% of Paypoint 2  
84% of Paypoint 3

Provided further that payment and progression through each of the Enrolled Nurse paypoints shall be according to the definitions and processes contained in Schedule 1 to the Award:

Provided further that no Enrolled Nurse shall suffer a reduction in ordinary time earnings as a result of the application of the Schedule 1.

<i>Level 1 - Registered Nurses</i>	Per Fortnight \$
First Year	1,451.60
Second Year	1,495.80
Third Year	1,543.00
Fourth Year	1,590.00
Fifth Year	1,637.20
Sixth Year	1,684.40
Seventh Year	1,731.60
Eighth Year	1,774.60
 <i>Level 2 - Clinical Nurse</i>	
First Year	1,821.80
Second Year	1,853.20
Third Year	1,880.60
Fourth Year	1,912.20
 <i>Level 3 - Clinical Nurse Consultant, Nurse Educator, Nurse Manager</i>	
First Year	1,971.00
Second Year	2,006.40
Third Year	2,041.60
Fourth Year	2,077.20

#### *Level 4 - Assistant Director of Nursing*

Grade 1	2,285.60
Grade 2	2,423.00
Grade 3	2,560.60

Provided the relevant Level 4 Grade shall be determined according to the following criteria:

Level 4	Grade 1	Where the Director of Nursing is graded as a Grade 1 or Grade 2
Level 4	Grade 2	Where the Director of Nursing is graded as a Grade 3 or Grade 4
Level 4	Grade 3	Where the Director of Nursing is graded as a Grade 5 or Grade 6

#### *Level 5 - Director of Nursing*

Grade 1	2,285.60
Grade 2	2,403.40
Grade 3	2,560.60
Grade 4	2,717.80
Grade 5	2,992.80
Grade 6	3,267.80

Note: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

### **5.3 Previous experience to count**

For the purpose of determining the rate of wages payable by reference to the grade of Registered and Enrolled Nurses, such employees shall be given credit for all previous continuous nursing service:

Provided that previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate:

Provided further that a casual employee shall be required to complete the equivalent of a full working year (1976 hours) from the time of their first appointment, enrolment or registration of their last increment before being eligible for the next increment, provided that a person who has completed 1976 hours of duty, or has received payment for 1976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year.

In calculating continuous nursing service for the purposes of clause 5.3, any period of service (other than time spent as a nursing employee on full-pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing award or relevant nursing agreement shall not be taken into account.

On termination of employment each employee shall be given a certificate signed and dated by the employer setting out the duration of employment at that organisation, capacity of employment, details of any advancement (or reversal of advancement) in paypoint and in the instance of part-time and casual employees, the total hours worked.

### **5.4 Accelerated advancement**

5.4.1 A Registered Nurse Level 1 shall be entitled to advance one paypoint on that person's first employment following registration with the Queensland Nurses Council or at any time during that person's employment as a Registered Nurse level 1, upon one only of the following:

- (a) attainment of a UG1 degree in nursing; or
- (b) registration in another branch of nursing or on another nursing register maintained by the Queensland Nurses Council where the employee is working in a position in a particular practice setting which requires the additional registration; or
- (c) successful completion of a post-registration course of at least 12 months duration where the employee is required to perform the duties of a position to which the course is directly relevant.



- 5.4.2 A Registered Nurse Level 1 whose current award rate of pay includes the advancement provided for in clause 5.4.1 shall not be entitled to further advancement under clause 5.4.
- 5.4.3 A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause 5.4.1(b) if that nurse is no longer working in a position for which such additional registration is a requirement;
- 5.4.4 A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause 5.4.1(c) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

## **5.5 Work allocation**

An employee having either been appointed or relieving in an office within a classification level may be allocated and subsequently reallocated to any office within that particular classification level.

## **5.6 Qualifications**

An employee appointed to the Administrative Stream who has satisfied examination requirements for a degree or other post-secondary qualification acceptable to the employer shall be paid not less than Classification Level 2, paypoint 7 of clause 5.3.

## **5.7 Movement between classification levels**

5.7.1 Movement between Classification Levels will be based on appointment on merit to advertised vacancies:

Provided that this provision shall not apply to movement between Levels 1 and 2 of the Administrative Stream where annual increments will continue to apply in accordance with the relevant provisions of clauses 5.9:

Provided further that:

- (a) Every employee upon attaining the age of 21 years shall be paid except on promotion or otherwise prescribed the specific age 21 salary as indicated within the various streams.
- (b) Employees appointed to Level 1 of the Professional and Technical Streams shall, having obtained the prerequisite qualifications, be appointed to the minimum rate prescribed in Level 2 of such streams.
- (c) Positions at Level 3 within the Professional and Technical Streams shall be created by the employer as necessary upon the value of the work undertaken.
- (d) Movement of employees from Level 2 to Level 3 within the Professional and Technical Streams shall be subject to:
  - (i) the employee concerned having served at least 12 months on the maximum salary prescribed for a Level 2 employee; and
  - (ii) a recommendation from a Selection Panel established in accordance with guidelines to be agreed between the Director of the service and the Unions that the applicant is worthy of promotion.
- (e) The merit of the applicant is to be evaluated in relation to the prescribed criteria through:
  - (i) an assessment of a written application from the applicant;
  - (ii) an interview of the applicant; and
  - (iii) a certificate from the manager of the branch in which the employee is working or a senior employee knowledgeable in the employee's capabilities that the employee is worthy of promotion based on assessment of the employee addressing the prescribed criteria.
- (f) An employee promoted to a position at a higher Classification Level within the same stream shall be appointed to Paypoint 1 of that higher Classification Level.

### *5.7.2 Prescribed criteria for movement - Professional stream*

Applications for movement within the Professional Stream from Level 2 to Level 3 shall be assessed by the Director on the advice of the Head of the relevant Division on the following criteria:

- (a) demonstrated professional expertise in one or more areas of a discipline as shown by:

- (i) detailed knowledge of standard professional tasks;
  - (ii) examples of modifications to standard procedures and practices and contributions to the development of new techniques and methodologies; and/or
- (b) Possession of post-graduate qualifications or post-graduate developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more of the following (the activities used as evidence will vary with the discipline of the applicant):
- (i) original in-service presentations;
  - (ii) published papers;
  - (iii) active involvement in conference and seminars;
  - (iv) consultancies;
  - (v) recognition as a resource person who collects, collates and imparts knowledge in a particular area; and
  - (vi) preparation of significant and internal reports.
- (d) Demonstrated levels of performance and innovation through:
- (i) a history of satisfactory performance;
  - (ii) demonstrated high levels of efficiency and effectiveness; and
  - (iii) demonstrated high level of responsibility and initiative.

### 5.7.3 Prescribed criteria for movement - Technical stream

Applicants for movement within the Technical Stream from Level 2 to Level 3 shall be assessed by the Director on the advice of the head of the relevant division on the following criteria:

- (a) Demonstrated technical expertise in one or more areas of a discipline as shown by:
- (i) detailed technical knowledge and experience;
  - (ii) high levels of accuracy and precision in undertaking procedures;
  - (iii) technical contribution at a local level.
- (b) Possession of higher technical qualifications or developmental experience through attendance at specialist seminars or in-service presentations relevant to the discipline.
- (c) Evidence of recognition by peers, industry or other client groups as shown by one or more the following (the activities used as evidence will vary with the discipline of the applicant):
- (i) original in-service presentations;
  - (ii) published papers;
  - (iii) active involvement in conference and seminars;
  - (iv) consultancies;
  - (v) recognition as a resource person who collects, collates and imparts technical knowledge in a particular area.
- (d) Demonstrated levels of performance and innovation through:
- (i) a history of satisfactory performance;
  - (ii) demonstrated high levels of efficiency and effectiveness;

(iii) demonstrated high level of responsibility and initiative.

## **5.8 Movement within classification levels**

5.8.1 Except in the case of an employee who is paid the prescribed basic salary on attaining the age of 21 years, or in the case of a promotion, or transfer and promotion from one Classification Level to another, an increase shall not be made to the salary of any employee until:

(a) in the case of a full-time employee such employee has received such salary for a period of 12 months.

(b) in the case of a part-time employee such employee has received such salary for the equivalent of 12 months full-time service.

5.8.2 Notwithstanding anything contained in this Award, no employee shall be entitled to receive annual salary increments by virtue of this Award unless:

(a) in the case of employees in Levels 1 and 2 of the Administrative, Professional and Technical Streams and Levels 1, 2 and 3 of the Operational Stream, the conduct, diligence and general efficiency of such employee shall have been certified by the employer to have been and to be satisfactory;

(b) in the case of employees in all other Classification Levels, performance objectives have been achieved as certified by the employer.

5.8.3 If any increment prescribed by this Award is withheld from or refused to be granted to any employee, an appeal by such employee may be made through the grievance and dispute settlement procedure in clause 3.1

## **5.9 Payment of salaries**

Salaries shall be paid fortnightly or subject to an agreement between the employer and employee salaries may be paid monthly by electronic funds transfer.

## **5.10 Performance of higher duties**

An employee who is authorised to temporarily fill a position at a higher Classification Level for a period of greater than 2 working days, shall be paid extra remuneration at Paypoint 1 of such Classification Level:

Provided that those employees, who prior to the commencement of this Award were in receipt of a higher duties allowance, will continue to receive extra remuneration whilst performing such higher duties.

## **5.11 Occupational superannuation**

### *5.11.1 Contribution Level*

Employees shall, subject to clause 5.11, be entitled to have paid on their behalf a contribution of 9% of ordinary time earnings (as defined) into an approved occupational superannuation fund (as defined) of their choosing.

### *5.11.2 Minimum contribution*

No contribution shall be made on behalf of any employee by the employer where in any pay period the amount so calculated as 3% of ordinary time earnings for such employee is less than \$2.50 per week or \$5.00 per fortnight.

### *5.11.3 Suspension of contributions*

The employer, subject to the terms of the applicable fund, may suspend contributions for any period of leave without pay.

### *5.11.4 Freedom of choice*

Each employee shall be given equal access to all information concerning the approved occupational superannuation funds, listed in the Award Schedule. Such information shall be made available by the employer for the employee's consideration, in order that the employee is able to make an informed choice as to which approved occupational superannuation fund the employee wishes the employer to make the contribution specified in clause 5.11 of this Award.

The Australian Red Cross Blood Service - Queensland and the (relevant) Unions undertake to monitor co-operation and compliance with the intent of clause 5.11.

An employee shall be given no less than a fortnight to nominate their choice of fund.

### 5.11.5 Definitions

- (a) "*Fund*" shall mean one of those listed in clause 5.11.8 that is approved in accordance with Commonwealth Operational Standards for Occupational Superannuation Funds.
- (b) "*Ordinary time earnings*" for the purpose of calculating the 9% contribution shall mean the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned. Included in such calculation where applicable shall be supervisory and/or certificate allowances and allowances for skill. Shift allowances, weekend penalty rates, allowances for disabilities, reimbursement of expenses, annual leave loading, uniforms and the like shall not be included in the calculation of ordinary time earnings.

### 5.11.6 Other contributions

The obligation upon the employer to make occupational superannuation contributions under this Award shall be in addition to the distinguishable from any contributions being made by such an employer in accordance with the rules of any other particular scheme, prior to the introduction of this Award.

### 5.11.7 Cessation of contributions

The employer shall not be required to make any further contributions on behalf of any employee after the end of the last day from which the employee's resignation or dismissal becomes effective.

### 5.11.8 Approved funds

- (a) The Australian Red Cross Society, Queensland Division, Occupational Superannuation Plan;
- (b) Health Employees Superannuation Trust Australia (HESTA); and
- (c) Sunsuper.

## 5.12 Divisional and district parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.2 for employees employed within that District:

	Per week
	\$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

## PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

### 6.1 Hours of work

6.1.1 Subject to clause 6.2 (Working of a 38 hour week), and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 hours per week, to be worked on the following basis:

152 hours within a work cycle not exceeding 28 consecutive days:

Provided that, if there are compelling reasons to do so, the employer and employees and their representative may agree to vary the method of implementation of the 38 hour week for individual employees, groups or sections of employees in the facility concerned.

The limitation of hours in clause 6.1.1 shall not apply to Level 5 Registered Nurses.

6.1.2 The ordinary hours of work prescribed herein shall be worked continuously and shall not exceed 10 hours provided that at least 4 hours shall be worked on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

6.1.3 The ordinary hours of work shall be worked on any 5 consecutive days Monday to Sunday within the daily spread of hours of 6.00 a.m. to midnight provided that the relevant penalty rates will be paid.

## **6.2 Working of a 38 hour week**

6.2.1 The 38 hour week shall be worked by granting employees an accrued day off on the following basis:

- (a) by rostering employees off on various days of the week during the work cycle, so that each employee has one work day off during that cycle; or
- (b) by fixing one or more working days on which all employees will be off during the work cycle.

6.2.2 When the ordinary work cycle provides for an accrued day off, the accrued day off shall not fall on a public holiday. The employer and employee shall, by mutual agreement, arrange for an alternative accrued day off.

6.2.3 Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and each employee in each section, establishment, or unit concerned may agree to accumulate up to a maximum of 5 days off.

6.2.4 Consent to accumulate accrued days off shall not be unreasonably withheld by either the employer or the employees. Where agreement is reached to defer or accumulate accrued days off, payment for work on what would have been the accrued days off shall be at ordinary rates.

6.2.5 Where agreement in clause 6.2.4 has been reached, the accumulated accrued days off shall be taken within 12 calendar months from the date of the entitlement to the first accrued day off.

6.2.6 Subject to, and in accordance with the 12 calendar month requirement in clause 6.2.5, an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave, but such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.

6.2.7 Subject to clause 6.3 (38 hour week - procedures for work area level discussions) and where there are compelling reasons to do so, different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the facility concerned (without limiting the options, an example of the way ordinary hours may be arranged is by employees working fewer or more than 8 ordinary hours on one or more days each work cycle).

## **6.3 38 hour week - procedure for work area level discussions**

6.3.1 Subject to clause 6.2.1 the employer will consult with all employees concerned in each section, establishment or unit over the most appropriate means of working a 38 hour week.

6.3.2 The objective of such consultation shall be to reach agreement on the method of working the 38 hour week in accordance with clause 6.2 (Working of a 38 hour week).

6.3.3 The outcome of such consultation shall be recorded in writing.

6.3.4 If an employee or group of employees or their representative in a particular unit or organisation wish to work the 38 hour week in a manner other than specified in clause 6.2, they shall advise their employer of the proposed alternative arrangement in writing.

The employer shall examine the proposed alternate arrangement of working hours as provided for in clause 6.3.4 and, if satisfied, shall endorse the adoption of the alternative proposal.

6.3.5 Upon giving of a period of notice equivalent to the roster cycle currently worked, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, provided that the above mentioned steps have been complied with.

## **6.4 Flexible working hours**

6.4.1 Notwithstanding the provisions of clauses 6.1 (Hours of work) and 6.12 (Meal breaks), by mutual agreement between the employer and the employees directly affected, a system of flexible working hours may be worked in lieu of the ordinary hours of work prescribed therein.

## **6.5 Clarification of starting and finishing times**

Employees are required to observe the nominated starting and finishing times for the work day, including any designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

## **6.6 Shift work**

- 6.6.1 "Afternoon shift" means a shift commencing at or after 12 noon.
- 6.6.2 "Night shift" means a shift commencing at or after 6.00 pm and ceasing before 7.30 am the following day. The major portion of the night shift is worked between 6.00 pm and 7.30 am.
- 6.6.3 "Continuous shift work" means work done by employees where the hours of work are regularly rotated in accordance with a Shift Roster covering a 24 hour operation over a 7 day week.
- 6.6.4 "Shift work" means work done by separate relays of employees working recognised hours, preceding, during or following the ordinary working hours.
- 6.6.5 The shift shall be worked according to a roster mutually agreed between the employer and employee directly affected and their representative.

The employer will, in the first instance, consult with the employees and their representative directly affected, regarding their rostered shift hours. If agreement cannot be reached between the employer and employee/s, the final decision regarding the rostered hours shall be determined by the employer.

- 6.6.6 Shifts shall be worked according to the rosters agreed by the employer/employee directly affected.
- 6.6.7 Rosters shall be posted a least 2 weeks in advance.
- 6.6.8 Change within a roster shall be by agreement between the employer and the employee concerned, however, failing agreement, 24 hours' notice of a change of roster shall be given by the employer, or double time shall be paid for the next shift.

#### **6.7 Extra payment for afternoon and night shift**

Afternoon and night shift workers shall be paid an allowance of 15% of each shift of ordinary hours.

#### **6.8 Weekend payment**

All rostered time worked between midnight Friday and midnight on Saturday, in any one duty period as prescribed by clause 6.2, shall be paid for at one and a half times the ordinary rate and midnight Saturday to midnight Sunday shall be paid at double the ordinary rate.

Where more than 8 hours are worked in any one duty period, or more than 10 hours where 10 are worked in accordance with a roster, overtime shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter:

Provided that extra payment for weekend work shall not be payable to Directors of Nursing and Assistant Directors of Nursing.

#### **6.9 Early work**

By mutual agreement between the employer and the employees directly affected, employees who commence their ordinary hours of duty prior to 6:00 am shall be paid an allowance of 15% per hour for all time worked before 6.00 am, provided that clause 6.9 shall not apply to an employee entitled to the payment of night shift allowance or weekend penalty payments.

#### **6.10 Continuous shift work**

Continuous shift work may be worked subject to agreement between the employer and employee in accordance with clause 3.2.

#### **6.11 Overtime**

- 6.11.1 All time worked outside or in excess of the ordinary hours of work prescribed by this Award, or outside of an employee's ordinary commencing and ceasing time, shall be deemed to be overtime and shall be paid at the rate of time and a half for the first 3 hours and double time thereafter.
- 6.11.2 All overtime worked on a Sunday shall be paid for at the rate of double time; and all overtime worked on a Saturday or Sunday shall be paid for a minimum payment as for 2 hours work.
- 6.11.3 All overtime worked by a shift worker shall be paid at the rate of double time.
- 6.11.4 An employee recalled from their home to work overtime shall be paid a minimum payment as for 3 hours work:

Provided that where an employee is recalled within 3 hours of commencing normal duty and the employee

remains at work, only the actual time up to the employee's commencing time shall be paid at the appropriate overtime rate.

6.11.5 Except in the case of unforeseen circumstances arising, an employee recalled to work shall not be obliged to work 3 hours if the work for which the employee was recalled and any associated duty is completed within a shorter period.

6.11.6 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 and who has not had at least 10 consecutive hours off duty between those times, shall, subject to clause 6.11.6, be released after the completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period, and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. This shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) in any other case agreed upon between the employer and employee concerned.

## **6.12 Meal breaks**

6.12.1 Except as hereinafter provided, when an employee is employed for at least 6 hours, they shall be allowed not less than 30 minutes and not more than one hour for a meal to be taken between the 4th and 6th hour from the ordinary starting time each day:

Provided that the employer and employee may agree in writing to such other arrangements in respect of meal breaks as may be mutually agreed upon by the relevant parties.

6.12.2 Where the meal period is required to be worked, it shall be deemed to be overtime and paid for at the rate of double time and such double time payment shall continue until such time as the employee finishes work, or is allowed a half-hour meal break for which no deduction of pay shall be made.

6.12.3 An employee who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$12.10 in lieu thereof, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked:

Provided that where an employee has provided themselves with a meal because of receipt of notice to work overtime and such overtime is not worked, the employee shall be paid \$12.10 for any meal so provided.

Provided further that where drivers are on the roads, they can take their recognised meal break at a time suitable to their schedule, or where they are required to line up and wait to be loaded or unloaded subject to the duration of the waiting time is sufficient.

## **6.13 Rest pauses**

All employees shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd half of their daily work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that the employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

#### *7.1.1 Period of annual leave*

Every employee (other than a casual employee) covered by this Award shall, at the end of each year of employment, be entitled to annual leave on full pay as follows:

(a) Not less than 5 weeks for employees employed on continuous shift work where such shifts are worked over a period of 7 days per week or pro-rata in respect to the period during which such shifts have been worked by the employee.

(b) Not less than 4 weeks in any other case.

Such annual leave shall be exclusive of any public holiday that may occur during the period of that annual leave and shall be paid for by the employer in advance:

- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
- (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the holiday to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to them, their pay, calculated in accordance with clause 7.1.2, for any untaken annual leave and also the employee's ordinary pay for any public holiday occurring during such period of time.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, their pay, calculated in accordance with clause 7.1.2 for any untaken annual leave accrued during the employee's employment.

Unless the employee shall otherwise agree, the employer shall give the employee at least 2 weeks' notice of the date from which the employee's annual leave shall be taken.

#### *7.1.2 Calculation of annual leave payments*

In respect of annual leave entitlements to which clause 7.1 applies, annual leave payments (including any proportionate payments) shall comprise the employee's ordinary wage rate, as prescribed by this Award, plus a further amount equal to 17 1/2 % or 27 1/2 % in respect to continuous shift workers, of such ordinary pay, calculated over the annual leave period due to the employee.

All entitlements for annual leave, including accrued leave, shall be credited on the basis of a 38 hour week and rates of pay applicable to such level shall be calculated on the basis of a 38 hour divisor.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals, and school-based apprentices and trainees, is entitled to 76 hours' sick leave for each completed year of their employment with their employer:

Provided that in respect to any completed period of employment of less than one year with an employer after that date, an employee shall become entitled to 7.6 hours sick leave for each month of such period, accrual being a maximum of 76 hours per year.

- (b) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if they were not absent on sick leave.
- (c) Sick leave may be taken for part of a day.
- (d) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks absence from work through illness in any one year.
- (e) Part-time employees accrue sick leave on a proportional basis.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

### *7.2.4 Accumulated sick leave*



An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

#### 7.2.6 *Leave debits*

Leave debits will be equivalent to the ordinary hours employees 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.

### 7.3 **Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### 7.4 **Bereavement leave**

#### 7.4.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### 7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.5.2.

#### 7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.4.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### 7.5 **Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

#### 7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Jury service**

A full-time employee or part-time employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of their ordinary time they would have worked had they not been on jury service.

An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give the employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## **7.7 Public holidays**

7.7.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.7.2 Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### *7.7.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

### *7.7.4 Payment for work outside certain hours on holiday*

All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by this Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

### *7.7.5 Double time and a-half*

For the purposes of clause 7.7 "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro rata* if there is more or less than a day.

### 7.7.6 *Stand down*

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

7.7.7 Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 7.7.7 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **8.1 Transport home**

If employees cease work at a time when normal means of public transport are not available, the employer will arrange the employee's transport home.

### **8.2 Transport when recalled to work**

If an employee is recalled to work, the employee shall be provided with transport from their home, or shall be refunded the cost of such transport:

Provided that where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport to and from their home to the workplace or shall be refunded the cost of such transport.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Training**

9.11 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

NOTE: No provisions inserted in this Award relevant to this Part.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

## **11.1 Right of entry**

### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the (relevant) Union.

### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the (relevant) Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the (relevant) Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the (relevant) Union, during non-working time.

### *11.1.5 Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

## **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following

particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of a Union of employees that has the right to represent the industrial interests of the employees concerned.

#### *11.3.1 Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### *11.3.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### *11.3.3 Deduction of Union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

#### **11.4 Posting of Award**

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

### **SCHEDULE 1**

#### **S1 Enrolled nurse definitions, progression, accelerated advancement and appeal**

##### **S1.1 Definitions**

Clause 5.1.5 of the Award shall be applied according to the following definitions:

S1.1.1 "In-service training" means the formal and/or informal work related learning activities required by the employer to be undertaken by an employee through opportunities provided by the employer, which contribute to an employee's professional development and efficiency by:

- (a) the acquisition and updating of skills and knowledge beneficial to effective performance within a team, and/or
- (b) reducing the degree of direct supervision required of the employee, and/or
- (c) enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

S1.1.2 "Supervision" means subject to the regulations and/or bylaws of the Nurses Registering Authority for Queensland, the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the employee's preparation and competence.

Specifically:

- (a) "direct supervision" means the employee works side by side continuously with a Registered Nurse responsible for observing and directing the employee's activities in circumstances where, in the judgement of the Registered Nurse, such an arrangement is warranted in the interests of safe and/or effective practice;
- (b) "indirect supervision" means such other supervision provided to an employee assuming responsibility for functions delegated by a Registered Nurse in circumstances where, in the judgement of the Registered Nurse accountable for such delegation, direct supervision of the employee is not required.

S1.1.3 "Year of practical experience" means 2080 hours of duty, or paid leave to the equivalent of 2080 hours including annual, sick, bereavement and other paid leave.

S1.1.4 "Paypoint 1" means the Paypoint to which an employee shall be appointed as an Enrolled Nurse, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

- (a) Training and experience
  - (i) the satisfactory completion of a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an Enrolled Nurse; or
  - (ii) the satisfactory completion of a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory nurses registration board;
  - (iii) and practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employer, from time to time; and

- (b) Skill indicators

The employee has, noting the ANRAC competencies for enrolment:

- (i) limited or no practical experience of current situations, and

(ii) limited discretionary judgements, not yet development by practical experience.

S1.1.5 "Paypoint 2" means the Paypoint to which an employee shall be appointed or shall progress from Paypoint 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) Training and experience

(i) The satisfactory completion of a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse, or

(ii) In addition to the experience, skill and knowledge requirements specified for paypoint 1, not more than one further year of practical experience in the provision of nursing care and/or services;

and the undertaking of in-service training, subject to its provision by the employer, from time to time; and

(b) Skill indicators

An employee is required to demonstrate some of the following in the performance of work:

(i) a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary, and or/

(ii) is able to relate theoretical concepts to practice and/or

(iii) require assistance in determining priorities.

S1.1.6 "Paypoint 3" means the Paypoint to which an employee shall be appointed or progress from Paypoint 2, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of in-service training, subject to its provision by the employer, from time to time; and

(a) Training and experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 2, not more than one further year of practical experience in the provision of nursing care and/or services; and

the undertaking of in-service training, subject to its provision by the employer, from time to time; and

(b) Skill indicators

An employee is required to demonstrate some of the following in the performance of work:

(i) an ability to organise, practice and complete nursing functions in stable situations with minimal direct supervision, and/or

(ii) the use of observation and assessment skills to recognise and report deviations from stable conditions, and/or

(iii) demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice, and/or

(iv) uses communication and interpersonal skills to assist in meeting psychosocial needs of residents.

S1.1.7 "Paypoint 4" means the Paypoint to which an Enrolled Nurse shall be appointed or progress from Paypoint 3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) Training and experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 3, not more than one further year of practical experience in the provision of nursing care and/or services; and

the undertaking of relevant in-service training, subject to its provision by the employer, from time to time; and

(b) Skill indicators

An employee is required to demonstrate all of the following in the performance of work:

- (i) demonstrate speed and flexibility in accurate decision making, and/or
- (ii) organises own workload and sets own priorities with minimal direct supervision, and/or
- (iii) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs, an/or
- (iv) uses communication and interpersonal skills to meet psychosocial needs of residents.

S1.1.8 "Paypoint 5" means the Paypoint to which an Enrolled Nurse shall be appointed or shall progress from Paypoint 4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

(a) Training and experience

In addition to the experience, skill and knowledge requirements specified for Paypoint 4, not more than one further year of practical experience in the provision of nursing care and/or services; and

the undertaking of relevant in-service training, subject to its provision by the employer, from time to time; and

(b) Skill indicators

An employee is required to demonstrate all of the following in the performance of work:

- (i) contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvement within the employee's own practice setting and/or nursing team, as necessary; and
- (ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (iii) demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

## **S1.2 Enrolled Nurse Progression, Appeal and Accelerated Advancement**

### *S1.2.1 Paypoint determination and progression*

- (a) The Paypoint for each Enrolled Nurse is to be determined by the employer by reference to the Enrolled Nurse's skills and knowledge compared to those set out in Paypoint definitions in clause S1.1.4 to S1.1.8 inclusive of this Schedule herein.
- (b) Each Enrolled Nurse shall also identify their appropriate Paypoint through self assessment of their own skills and knowledge by reference to the Paypoint definitions.
- (c) Where there is a difference in Paypoint assessment arising out of S1.2.1(a) and (b), an Enrolled Nurse may elect to process the matter through the mechanism in clause S1.2.2(b) to (d) inclusive of this Schedule below, having first endeavoured to resolve the matter through discussions with the employer.
- (d) Subject to the terms specified for each Paypoint as defined in clause S1.1 of this Schedule, each employee shall progress on their annual anniversary day, having regard to each year of practical experience, from one Paypoint to the next, having regard to the acquisition and utilisation, of skills and knowledge through experience in the employer's practice setting/s over such period.

Provided that an employee's progression may be deferred or refused by the employer, provided that any such deferral or refusal is referable only to the terms specified for each Paypoint in clause S1.1, and is not unreasonably nor arbitrarily imposed by the employer. It shall be considered unreasonable if the employer has refused to provide in-service training and/or opportunities to work in the range of practice settings available in the actual health facility at which the Enrolled Nurse is employed.

### *S1.2.2 Appeal and review*

- (a) Where an employee believes on reasonable grounds that circumstances have changed since that employee's last progression review, that employee shall have the right to request the employer to initiate a review within 30 days of the request. Such review should be completed within 30 days from commencement. If the review results in a recommendation for movement to the next Paypoint, such movement shall be operative from the



commencement date of the review.

- (b) An employee may appeal in writing, an employer's deferral or refusal or a review outcome in regard to Paypoint progression. Such appeal shall commence within 30 days of lodgement and be finalised within 30 days of commencement.
- (c) An appeal or review for the purposes of this clause, shall be undertaken and resolved in accordance with clause 3.1 of this Award.
- (d) Where, as a result of (b) above, there is a revocation of the employer's decision, Paypoint progression shall be deemed to operate and be payable from the date for such progression in accordance with clause S1.2.1(d) of this Schedule.

#### *S1.2.3 Accelerated advancement*

- (a) Subject to clause S1.2.1, an employee shall be entitled to accelerated advancement by one Paypoint:
  - (i) for possession of a post enrolment qualification accredited by an Australian statutory nurse registering authority, or
  - (ii) 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 on Paypoint under clause S1.5(a)(i) of this Schedule shall not be entitled to further accelerated advancement pursuant to this clause.
- (b) An employee who has advanced in accordance with clause S1.2.3(a) shall not be entitled to further accelerated advancement pursuant to clause S1.2.4.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in Paypoint pursuant to S1.2.3(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

#### *S1.2.4 Recognition of training, experience and skill*

All relevant training, experience and skills as an Enrolled Nurse, other than such experience pre-dating any break of 3 or more consecutive years, shall be counted for the purposes of:

- (a) finalising translations of all employees employed at 20 December 1993 by reference to the requirements at each of the Paypoint definitions; and
- (b) determining the appropriate Paypoint for appointment of employees appointed hereinafter; and
- (c) determining the appropriate Paypoint for progression of all Enrolled Nurses

## **SCHEDULE 2**

### **S2.1 Generic Level Statements - Registered Nurses**

Generic level statements for all classification levels have been prepared.

These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest Classification Levels. Their purpose is to provide an indication as to the Classification Level appropriate to any packaging of duties.

These generic level statements are intended as broad descriptions of the role at each level of the career structure and should be applicable in all health settings where nurses practise. Specific job descriptions will, however, need to be developed for the specific positions at each of the career structure levels, e.g. Clinical Nurse Consultant Accident and Emergency.

Compliance with A.N.R.A.C. competencies is required at each level

[ACKNOWLEDGMENT: These Generic Level Statements were prepared using the competencies development by the Australasian Nurse Registering Authorities Conference (ANRAC).]

#### **S2.1.1 Level 1 - Registered Nurse**

Generic level statement

The Registered Nurse is the first level nurse who is licensed to practice nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Nurses Registration board of Queensland and holds a current practising certificate.

The degree of expertise will experience as the Registered nurse advances through this level.

The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.

#### *Responsibilities*

The Registered Nurse gives direct nursing care based on the A.N.R.A.C. competencies, to a group of patients/clients in collaboration with the CN/CNC.

These A.N.R.A.C. competencies are grouped as follows:

#### *Professional/ethical practice:*

- (a) Demonstrates a satisfactory knowledge base for safe practice.
- (b) Functions in accordance with legislation and common law affecting nursing practice.
- (c) Protects the rights of individuals and groups.
- (d) Demonstrates accountability for nursing practice.
- (e) Conducts nursing practice in a way that can be ethically justified.

#### *Reflective practice:*

- (a) Recognises own abilities and level of professional competence.
- (b) Acts to enhance the professional development of self and others.
- (c) Recognises the value of research in contributing to developments in nursing and improved standards of care.

#### *Enabling:*

- (a) Maintains a physical and psychosocial environment which promotes safety, security and optimal health.
- (b) Acts to enhance the dignity and integrity of individuals and group.
- (c) Assist individuals or groups to make informed decisions.
- (d) Communicates effectively and documents relevant information.
- (e) Effectively manages the nursing care of individuals or groups.

#### *Problem framing and solving:*

- (a) Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings.
- (b) Formulates a plan of care in consultation with individuals/groups taking into account the therapeutic regimes of other members of the health care team.
- (c) Implements planned care.
- (d) Evaluates progress of individuals or groups toward planned outcomes.

#### *Teamwork:*

- (a) Collaborates with the health care team.

### S2.1.3 Level 2 - Clinical Nurse

#### Generic level statement

A Clinical Nurse means a Registered Nurse who is appointed as such.

The Clinical Nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice.

The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

A Clinical Nurse is responsible for a specific client population, and is able to function in more complex situations while providing support and direction to Registered Nurses and other non-registered nursing personnel.

The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.

The Clinical Nurse is able to demonstrate:

- (a) advanced level clinical skills and problem-solving skills;
- (b) planning and co-ordination skills in the clinical management of patient care;
- (c) ability to work within a collegiate/team structure;
- (d) awareness of and involvement with the quality assurance process;
- (e) contribution to professional practice of the unit.

*Responsibilities:*

- (a) Gives direct care to a group of patients/clients.
- (b) May relieve Level 3 positions.
- (c) Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care.
- (d) Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g:
  - planning and co-ordination of ward/unit education programs and other staff development activities.
  - orientation of new staff.
  - preceptorship for new staff.
  - participates in action research.
- (e) Participates in nursing policy review and initiatives.
- (f) Co-operates with other Clinical Nurses in relation to development of programs and initiatives.
- (g) Ensures a safe working environment.

#### S2.1.4 Level 3 - Clinical Nurse Consultant

Generic level statement

The Clinical Nurse Consultant means an employee appointed as such, who is a Registered Nurse. The Clinical Nurse Consultant is a proficient practitioner who is accountable for the co-ordination of standards of care delivered in a specific patient/client care area.

The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.

The Clinical Nurse Consultant demonstrates:

- (a) an advanced level of clinical skills
- (b) proficiency in the delivery of nursing care

- (c) skilled co-ordination of nursing care
- (d) leadership qualities

The Clinical Nurse Consultant fulfils the function of:

- (a) change agent
- (b) role model
- (c) patient/client/staff educator
- (d) action researcher

The Clinical Nurse Consultant has the authority to co-ordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

*Responsibilities:*

- (a) Co-ordinates patient care activities for one patient care/service delivery area.
- (b) Gives, on a regular basis, direct care to a small number of patients with complex care needs.
- (c) Manages activities related to the provision of safe patient/client care.
- (d) Evaluates care and institutes mechanisms to correct deficiencies.
- (e) Participates in multi-disciplinary reviews of patient care outcomes.
- (f) Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care.
- (g) Undertakes action research to address patient/client care problems and issues.
- (h) Reviews pattern of care delivery and assesses appropriateness of change.
- (i) Participates in committees for patient/client care, improvements, initiatives and policy development.
- (j) Assesses professional development needs of staff and co-ordinates unit education programs.
- (k) Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.
- (l) Identifies issues requiring policy review.
- (m) Participates in relevant policy development.
- (n) Develops and implements relevant quality assurance programs.
- (o) Participates in staff selection processes.
- (p) Participates in orientation and other staff development activities.
- (q) Participates in performance review mechanisms.
- (r) Ensures a safe working environment.
- (s) Participates in relevant research projects.

#### S2.1.5 Level 3 - Nurse Manager

Nurse Manager means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.

The Nurse Manager collaborates with the Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.

Nurse Managers must demonstrate management skills including:

- (a) organisation and planning skills in relation to personnel and material resource management.
- (b) awareness and understanding of staffing methodologies.
- (c) leadership qualities.
- (d) analytical and report writing skills.

The Nurse Managers must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

*Responsibilities:*

- (a) Provides nursing management of human and material resources for a specified group of clinical units.
- (b) Provides financial management, budget preparation and cost control within the specified units.
- (c) Allocates and rosters staff for the designated units to provide an optimal level of patient/client care.
- (d) Co-ordinates staff leave.
- (e) Engages in research related to management issues and problems.
- (f) Develops management information data base for area.
- (g) Engages in review of staffing methodology.
- (h) Identifies issues requiring policy review.
- (i) Participates in relevant policy development.
- (j) Develops and implements relevant quality assurance programs.
- (k) Participates in staff selection processes.
- (l) Participates in orientation and other staff development activities.
- (m) Participates in performance review mechanisms.
- (n) Ensures safe working environment.
- (o) Participates in relevant research projects.

S2.1.6 Level 3 - Nurse Educator

Nurse Educator means an employee appointed as such, who is a Registered Nurse and is accountable for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs.

The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manger and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.

The Nurse Educator demonstrates:

- (a) appropriate mix of clinical and educational skills
- (b) analytical and report writing skills
- (c) leadership qualities
- (d) organisational and planning skills in relation to education

The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

*Responsibilities:*

- (a) Assists in the design, implementation and assessment of nursing education programs, including in-service and staff development programs.

- (b) Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources.
- (c) Provides ongoing evaluation and modification of the staff development/education programs.
- (d) Co-operates with ward/unit staff to develop education initiatives for staff and patients.
- (e) Monitors ongoing educational needs of nursing staff and implements appropriate educational experiences.
- (f) Maintains an information data base on educational programs and programs participants.
- (g) Identifies issues requiring policy review.
- (h) Participates in relevant policy development.
- (i) Develops and implements relevant quality assurance programs.
- (j) Participates in staff selection processes.
- (k) Participates in orientation and other staff development activities.
- (l) Participates in performance review mechanisms.
- (m) Ensures a safe working environment.
- (n) Participates in relevant research projects.

#### S2.1.7 Level 3 - Nurse Researcher

Nurses Researcher is an employee appointed as such, who is a Registered Nurse responsible for development, conduct and quality of ethically sound nursing research projects and quality assurance programs.

The Nurse Researcher acts as a resource person for nurses engaged in research and quality assurance projects.

The Nurse Researcher demonstrates:

- (a) the knowledge of and ability to apply a range of research techniques and methodologies.
- (b) organisation and planning skills in relation to research practice.
- (c) leadership qualities.
- (d) analytical and report writing skills.
- (e) an awareness of ethical standards in research practice.

The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.

The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.

#### *Responsibilities:*

- (a) Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice.
- (b) Maintains ongoing assessment of risk-benefit to persons participating in nursing research.
- (c) Adopt research procedure which protect privacy, confidentiality of information and patient rights.
- (d) Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients.
- (e) Communicates with relevant care givers when selecting research participants.
- (f) Contributes to the functioning of the Ethic Committee.

- (g) Ensures research participants are informed of research and its implications.
- (h) Documents and disseminates research findings.
- (i) Identifies issues requiring policy review.
- (j) Participates in relevant policy development.
- (k) Develops and implements relevant quality assurance programs.
- (l) Participates in staff selection processes.
- (m) Participates in orientation and other staff development activities.
- (n) Participates in performance review mechanisms.
- (o) Ensures a safe working environment.

#### S2.1.8 Level 4 - Assistant Director Of Nursing - Clinical

##### Generic level statement

Assistant Director of Nursing - Clinical means an employee appointed as such, who is a Registered Nurse and is an expert clinical practitioner. The Assistant Director of Nursing (Clinical) is responsible for the overall co-ordination, formulation and direction of policies relating to the provision of clinical nursing care in designated practice settings, as well as providing advice on clinical issues for clients/patients.

The Assistant Director of Nursing (Clinical) will work collaboratively with Assistant Directors of Nursing (Management, Education and Research) to ensure the provision of quality cost-effective nursing care.

The Assistant Director of Nursing (Clinical) is responsible for the development of appropriate policy and standards for the planning, development, implementation and evaluation of client/patient care.

The Assistant Director of Nursing (Clinical) initiates and monitors quality assurance and research programs to ensure to provision of quality nursing care.

The Assistant Director of Nursing (Clinical) assumes accountability and responsibility for own actions.

##### *Responsibilities:*

- (a) Engages in co-ordination of a specific group of clinical units and Clinical Nurse Consultants.
- (b) Responsible, with the clinical unit staff, for a safe standard of client/patient care.
- (c) Develops strategies to effect appropriate quality assurance programs.
- (d) Responsible for clinical operational planning and decision-making.
- (e) Acts as clinical consultant to nursing division and contributes to nursing policy development and initiate reviews where appropriate.
- (f) Promotes participative decision-making within the clinical stream.
- (g) Promotes effective leadership and support for the Clinical Nurse Consultant group.
- (h) Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- (i) Represents clinical unit staff at executive nursing level.
- (j) Functions as a member of the nursing executive team.
- (k) Participates in recruitment and selection of staff.
- (l) Participates in staff development programs.
- (m) Deputises for the Director of Nursing, when required.

- (n) Co-ordinates and promotes clinical research.

#### S2.1.9 Level 4 - Assistant Director Of Nursing - Management

Assistant Director of Nursing - Management means an employee appointed as such, who is a Registered nurse and is expert in the field of nursing management and who is accountable for co-ordinating the provision and availability of human, material and financial resources to an assigned number of management units and for staffing methodologies.

The Assistant Director of Nursing (Management) will work collaboratively with the Assistant Director of Nursing (Clinical, Education and Research) to ensure the provision of quality, cost effective nursing care.

Position incumbents may be required to design and implement approved research studies and quality assurance programs pertaining to management and to evaluate findings.

Incumbents will co-ordinate the preparation of unit budget submissions and the preparation of the nursing division budget submission.

Assistant Director of Nursing - Management assumes accountability and responsibility for own actions.

#### *Responsibilities:*

- (a) Acts as a management consultant to nursing division and contributes to policy development.
- (b) Engages in management of human and material resources.
- (c) Engages in personnel functions.
- (d) Monitors global staff allocations.
- (e) Manages operational activities for specified units.
- (f) Undertakes the establishment and ongoing review of occupational health and safety programs.
- (g) Manages financial and budget control for a group of units.
- (h) Researches management issues and problems including absenteeism, turnover, job satisfaction and occupational injuries.
- (i) Promotes participative decision-making within the management stream.
- (j) Provides effective leadership and support for the nurse manager group.
- (k) Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- (l) Represents the Nurses Managers at the executive nursing level.
- (m) Functions as a member of the executive nursing team.
- (n) Participates in recruitment and selection of staff.
- (o) Participates in staff development programs.
- (p) Deputises for Director of Nursing when required.

#### S2.1.10 Level 4 - Assistant Director Of Nursing - Education And Staff Development

Assistant Director of Nursing - Education and Staff Development means an employee appointed as such who is a Registered Nurse expert in the field of nurse education and is accountable for:

- (a) development, implementation and evaluation of staff development programs.
- (b) the co-ordination and standards of nurse education/staff development programs.

The Assistant Director of Nursing (Education) works collaboratively with the Assistant Directors of Nursing (Clinical, Research and Management) to ensure the provision of quality, cost effective nursing care.

The Assistant Director of Nursing (Education) assumes accountability and responsibility for own actions.



*Responsibilities:*

- (a) Engages in the planning co-ordination, implementation and evaluation of nursing staff development programs.
- (b) Manages educational resources.
- (c) Acts as an education consultant to the nursing division and contributes to policy development.
- (d) Undertakes career counselling for nursing staff.
- (e) Contributes to nursing staff development programs.
- (f) Maintains an information data base relative to education activities.
- (g) Promotes participative decision-making within the education stream.
- (h) Provides educational leadership to staff.
- (i) Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- (j) Represents nurse educators at the executive nursing level.
- (k) Functions as an executive member of the nursing team.
- (l) Participates in recruitment and selection of staff.
- (m) Engages in financial management and budgetary control of educational resources.
- (n) Deputises for Director of Nursing when required.
- (o) Co-ordinates educational research.

S2.1.11 Level 4 - Assistant Director Of Nursing - Research

Assistant Director of Nursing - Research means an employee appointed as such and is a Registered Nurse who is expert in the field of research and is responsible for the overall co-ordination and management of nursing research.

Assistant Director of Nursing (Research) will work collaboratively with Assistant Directors of Nursing Clinical, Management and Education to:

- (a) Improve the quality of nursing care through practice-oriented research.
- (b) ensure cost effective delivery of health care based on research.
- (c) monitor the standards of quality care.

The Assistant Director of Nursing (Research) assumes accountability and responsibility for own actions.

*Responsibilities:*

- (a) Initiates nursing research projects.
- (b) Promotes the funding and conduct of nursing research within the health facility.
- (c) Acts as expert consultant on nursing research and contributes to policy development.
- (d) Supervises and co-ordinates nursing research projects.
- (e) Represents nursing on the ethics committee.
- (f) Establishes policies and guidelines for nurse researcher in line with ethics committee recommendation.
- (g) Ensures patient/human rights of participants in nursing research projects.
- (h) Ensures research is conducted in accordance with recognised ethical guidelines.
- (i) Implements relevant findings of nursing research.

- (j) Monitors risk-benefit implications of nursing research projects.
- (k) Documents and disseminates research findings.
- (l) Promotes participative decision-making within the research stream.
- (m) Provides effective leadership and support for nurses involved in research.
- (n) Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- (o) Represents nurse researchers at executive nursing level.
- (p) Functions as a member of the executive nursing team.
- (q) Participates in recruitment and selection of staff.
- (r) Participates in staff development programs.
- (s) Deputises for Director of Nursing, when required.

#### S2.1.12 Level 5 - Director Of Nursing

Director of Nursing means an employee appointed as such, who is a Registered Nurse.

The Director of Nursing has responsibility for strategic planning and decision-making relating to the nursing service.

The Director of Nursing is accountable for the activities of the nursing service, participates as a member of the executive management team within the health care agency and is involved in future planning strategies to ensure that the health facility meets the changing needs of patients/clients.

The Director of Nursing demonstrates knowledge of contemporary nursing theory and practice and expertise in health care, personnel and financial, economic management. The Director of Nursing demonstrates a high level of management and leadership skills and is required to formulate policies and strategic plans for staff and organisational development within the nursing service.

#### *Responsibilities:*

- (a) Promotes and co-ordinates the nursing division for the delivery of high quality care.
- (b) Represents the nursing division, its philosophies and objectives.
- (c) Provides overall budgetary management of the nursing division.
- (d) Functions as a member of the executive management team.
- (e) Represents the interest of nursing to the Regional Health Authority.
- (f) Demonstrates leadership of the nursing service in line with development philosophies, policies, objectives and goals of the nursing service and the health unit.
- (g) Engages in Strategic planning and decision-making in conjunction with senior nursing personnel.
- (h) Promotes a high standard of nursing practice.
- (i) Promotes participative decision-making and decentralisation of operation.

Dated 27 February 2003.

By the Commission,  
[L.S.] E. EWALD,  
Industrial Registrar.

Operative Date: 28 April 2003