

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

HOSPITAL NURSES' AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Hospital Nurses' 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 Hospital Nurses' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

HOSPITAL NURSES' AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Hospital Nurses' Award - State 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 2 June 2003.

1.4 Application of Award

This Award shall apply to nursing employees for whom provision is made in clause 5.2 employed in non-Government public hospitals, private hospitals, nursing homes, retirement hostels and "villages" accommodating the aged or infirm in the State of Queensland; including:

- (a) Sevenoaks;
- (b) Harold Crawford House;
- (c) Montrose Home for Crippled Children;
- (d) Xavier Hospital for Children;
- (e) W.R. Black Handicapped Children's Centre;
- (f) Granston Lodge;
- (g) North Queensland Society for Crippled Children (Cootharinga); and
- (h) Royal Queensland Bush Children's Health Scheme (Leslie Wilson Home):

Provided that this Award shall not apply to employees covered by any other Award or Industrial Agreement including the Nurses' Aged Care Interim Award - State, and the Private Hospital Nurses' Award - State or to members of religious orders.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its 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 "Union" means the Queensland Nurses' 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 Consultation

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industries covered by this Award and to enhance the career opportunities and job security of employees in such industries.
- 3.1.2 At each health facility, an employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that health facility. Measures raised by the employer, employees or the Union for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

3.2 Grievance and dispute settling procedures

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.
- 3.2.11 The time limits in clause 3.2 will not apply for appeals or reviews being conducted under clause 1.2.2 of Schedule 3.

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

4.1 Employment categories

- 4.1.1 Employees, other than casual 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 4.2); or
- (c) casual (as prescribed in clause 4.3).

4.2 Part-time employment

- 4.2.1 A part-time employee is an employee who:

- (a) is employed for a minimum of 15 hours per fortnight and less than 76 ordinary hours per fortnight; and
- (b) is rostered for a minimum of 3 consecutive hours on any shift or day; and
- (c) receives, on a proportionate basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.

- 4.2.2 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.

- 4.2.3 The agreed number of ordinary hours per fortnight may only be amended by mutual agreement. Any agreed Amendment to the number of ordinary hours worked will be recorded in writing.

- 4.2.4 *Overtime* - Part-time employees shall be entitled to overtime in accordance with clause 6.8 where more than 8 hours duty has been completed.:

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.

- 4.2.5 Additional hours worked in excess of the part-time employee's rostered ordinary hours of work shall be taken into account in the *pro rata* calculation of entitlements.

- 4.2.6 A part-time employee's roster may be altered upon giving a period of notice equivalent to the roster cycle currently worked, or such shorter period as may be mutually agreed upon:

Provided that the agreed number of ordinary hours per week can only be amended in accordance with clause 4.2.3.

- 4.2.7 *Public holidays*

- (a) Part-time employees shall be entitled to the holiday provisions of clauses 7.6.1, 7.6.2, 7.6.3, 7.6.4 and 7.6.5.
- (b) A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
- (c) Should a part-time employee be rostered regularly to work on the day on which Labour Day, Show Day and Easter Saturday fall and such public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each day so occurring.

4.2.8 *Annual leave* - Part-time employees shall be entitled to annual leave in accordance with clause 7.1 of this Award:

Provided that 'full pay' shall be calculated in the same proportion as the average number of hours worked per week during the employee's year of employment bears to 38 hours per week.

4.2.9 *Sick leave* - Where a part-time employee has accumulated an entitlement to sick leave in accordance with clause 7.2 of this Award, payment for sick leave shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

The entitlement of a part-time employee is calculated as the proportion of hours that the employee's average weekly working hours bears to 38 hours per week.

4.2.10 *Bereavement leave* - In the case of a part-time employee entitled to bereavement leave as per clause 7.3 payment for such shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

4.2.11 *Termination* - Termination of service of a part-time employee shall be in accordance with clause 4.5.

Provided that a week's wage shall be an amount equivalent to the proportion that the employee's average weekly working hours bear to 38 hours per week.

4.3 Casual employment

4.3.1 A casual employee is an employee who is engaged on a daily basis, whose ordinary hours of work shall not exceed 32 hours per week:

Provided that when a casual employee relieves a full-time or part-time employee a casual employee may work a maximum of 76 ordinary hours per fortnight:

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

4.3.2 Casual employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed for the class of work upon which they are engaged plus an additional 23% per hour, with a minimum payment as for 2 hours work in respect of each engagement; and shall be further entitled to *pro rata* payment of any allowance applicable, pursuant to clause 5.3 of the Award based upon the number of hours worked in relation to 38 per week.

4.4 Trainees

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.5 Termination of employment

4.5.1 *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.

4.5.2 *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.
- (f) Where an employee ceases duty and has accrued credits that have not been utilised under the ADO system, such credits shall be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination shall be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee on termination.
- (g) In the absence of mutual agreement between the employer and the employee, annual leave, or any part thereof described by clause 7.1, shall not be deemed to be or nominated as notice for the purpose of termination of employment.

4.5.3 *Notice of termination by employee*

- (a) An employee (other than a casual) shall give one week's notice to the employer of the termination of service.
- (b) If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with the maximum being an amount equal to the ordinary time rate for the period of notice.

4.5.4 *Casual employees*

Subject to the requirement to make the minimum payment provided for in clause 4.5.2, the employment of a casual employee may be terminated by giving or receiving of one hour's notice or payment thereof.

4.5.5 *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.

4.6 Introduction of changes

4.6.1 *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.

4.6.2 *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 4.6.1.
- (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.

4.7 Redundancy

4.7.1 *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 4.7.1(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.

4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1(a) 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 4.5.
- (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.

4.7.3 *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 4.7.3, '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.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, 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.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, 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.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.7 *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.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(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.

4.7.9 *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.

4.7.10 *Employees with less than one year's service*

Clause 4.7 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.

4.7.11 *Employees exempted*

Clause 4.7 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 of time or for a specific task or task(s); or
- (c) to casual employees.

4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 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.

4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 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 (transmittor) 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 transmittor, and any prior transmittor, 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 transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 *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.

4.8 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.

4.9 Anti-discrimination

4.9.1 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.

4.9.2 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.

4.9.3 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.

4.9.4 Nothing in clause 4.9 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.

4.10 Breakages

No breakages shall be paid for when they have occurred in the course of any employee's specified duties, except for negligence, which shall be determined by the medical superintendent, or, where there is no medical superintendent, the Director of Nursing. When a charge is made, it shall not be greater than 1/3rd of the value of the article, and shall not exceed 50c for any article.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications

The following definitions of classifications shall apply for the purposes of ascertaining duties and the appropriate level within which to determine rates of pay. These definitions are to be read in conjunction with Schedule 4 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.

5.1.1 "*Registered Nurse*" means an employee:

- (a) registered under the *Nursing Act 1992* as a Registered Nurse; and
- (b) who is subject to the regulations and/or bylaws of the Queensland Nursing Council and who holds a current Annual Licence Certificate.

5.1.2 "*Director of Nursing*" means the Registered Nurse Level 5, appointed as such, who has charge of the nursing staff and who may also be required to supervise other staff (including domestic staff).

5.1.3 "*Assistant Director of Nursing*" means a Registered Nurse Level 4 appointed as such who assists in hospital 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.

5.1.4 "*Registered Nurse Level 3*" means 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.

- 5.1.5 *"Nurse Researcher"* means a Registered Nurse, Level 3 appointed as such, who is responsible for the development, conduct and quality of ethically sound nursing research projects and quality assurance programs, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- 5.1.6 *"Nurse Educator"* means 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.
- 5.1.7 *"Clinical Nurse Consultant"* means 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.
- 5.1.8 *"Nurse Manager"* means a Registered Nurse, Level 3 appointed as such, who is responsible for the management of human and material resources and may have clinical responsibilities for a specified group of units, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- 5.1.9 *"Clinical Nurse"* means 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.
- 5.1.10 *"Registered Nurse Level 1"* means a Registered Nurse appointed as such other than Registered Nurses Levels 2 to 5.
- 5.1.11 *"Enrolled Nurse"* means an employee:
 - (a) who is enrolled under the *Nursing Act 1992* as an Enrolled Nurse; and
 - (b) who is subject to the regulation and/or bylaws of the Queensland Nursing Council and who holds a current Annual Licence Certificate as such.
- 5.1.12 *"Assistant Nurse"* means an employee, who is solely required to assist in the performance of nursing duties under the supervision of a Registered Nurse or an Enrolled Nurse.

5.2 Rates of pay

The minimum rates payable to the following classes of employees shall be:

5.2.1 Assistant Nurses

	Per Week
	\$
First year	470.10
Second year	511.30
Third year	552.10
Fourth year	630.00
Fifth year and thereafter	651.40

Provided that an assistant nurse shall at age 21 be paid not less than \$619.30 per week.

Provided further that the above wage rates for First, Second and Third Year Assistant Nurses are junior rates of pay and any increase to these rates will be calculated in accordance with the following formula:

$$\frac{\text{Old Junior Rate}}{\text{Old 21 year old rate}} \times \frac{\text{New 21 Year Old Rate}}{1}$$

Provided further that employers who paid wage rates, prior to 1 September 1999, for Assistant Nurses First, Second and Third Years equivalent to those gazetted in (1999) 161 QGIG 455 - 458 rather than the rates specified in the Correction of Error gazetted (2000) 163 QGIG 449 - 450 shall not be deemed liable for the inconsistency in accordance with the outcome of B1464/99. This proviso shall cease to operate as of 31 August 2005.

5.2.2 Pupil Nurses

	Per Week
	\$
Under 21 years	446.50
At 21 years and over	674.70

Provided that where an assistant nurse is accepted by the employer for training as a pupil nurse, that person shall be paid not less than the rate that person would have received had that person continued in employment as an assistant nurse.

5.2.3 *Enrolled Nurses*

	\$
Paypoint 1	693.90
Paypoint 2	703.30
Paypoint 3	712.70
Paypoint 4	722.15
Paypoint 5	729.55

Provided that an employee under age 21 shall be paid:

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 3 to the Award:

Provided further that no Enrolled Nurse shall suffer a reduction in ordinary time earnings as a result of the application of Schedule 3.

5.2.4 *Level 1*

(a) Registered Nurse with Midwifery Certificate only

	\$
1st year	734.30
2nd year	757.90
3rd year	779.50

(b) Registered Nurse

	\$
1st year	734.30
2nd year	757.90
3rd year	779.50
4th year	805.00
5th year	828.60
6th year	852.20
7th year	875.80
8th year	897.30

5.2.5 *Level 2*

(a) Clinical Nurse consultant

	\$
1st year	920.90
2nd year	934.60
3rd year	950.30
4th year	966.10

(b) Nurse educator (without diploma)

	\$
1st year	920.90
2nd year	934.60
3rd year	950.30

4th year 966.10

5.2.6 Level 3

(a) Charge Nurse

	\$
1st year	995.50
2nd year	1,013.20
3rd year	1,030.80
4th year	1,048.60

(b) Nursing supervisor

	\$
1st year	995.50
2nd year	1,013.20
3rd year	1,030.80
4th year	1,048.60

(c) Nurse educator (with diploma)

	\$
1st year	995.50
2nd year	1,013.20
3rd year	1,030.80
4th year	1,048.60

5.2.7 Level 4

Registered Nurse (Level 4)

	Per Week
	\$
Grade 1	1,142.80
Grade 2	1,211.50
Grade 3	1,280.30

Provided that 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.

5.2.8 Level 5

Registered Nurse (Level5)

Director of Nursing

	\$
Grade 1	1,142.80
Grade 2	1,201.70
Grade 3	1,280.30
Grade 4	1,358.90
Grade 5	1,496.40
Grade 6	1,633.90

A list of positions in respect of each grade is shown at Schedule 1.

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.

5.2.9 *Demonstrated exceptional on-call responsibility* - Director of Nursing, Registered Nurse Level 5

Where, based on the employee's previous 12 months' experience in the position, an employee has been and will continue to be required to attend the facility outside normal working hours on an exceptional number of occasions to perform nursing duties, the employee shall be advanced to the next highest grade for pay purposes.

The determination of the application of clause 5.2.9 shall be made in the first instance between the employee concerned and their employer annually. Failing agreement the matter shall be dealt with pursuant to clause 3.2

The advancement in Grade of a Director of Nursing, Level 5 Registered Nurse pursuant to clause 5.2.9 shall not be grounds for the advancement in Grade of an Assistant Director of Nursing Registered Nurse Level 4 employed in the same facility.

5.2.10 *Accelerated advancement*

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

- (i) attainment of an undergraduate degree that leads to registration as nurse; or
- (ii) registration in another branch of nursing or on another nursing register maintained by the Queensland Nursing Council where the employee is working in a position in a particular practice setting which requires the additional registration; or
- (iii) 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.

(b) A Registered Nurse Level 1 whose current Award rate of pay includes the advancement provided for in provision 5.2.10(a) shall not be entitled to further advancement under clause 5.2.9.

(c) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause 5.2.10(a)(ii) if that nurse is no longer working in a position for which such additional registration is a requirement;

(d) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause 5.2.10(a)(iii) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

5.2.11 *Total experience to count*

(a) For the purpose of determining the rate of wages payable, an employee shall be given credit for all previous continuous nursing service. Provided that previous nursing service shall include time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate.

(b) In calculating continuous nursing service for the purpose of clause 5.2.11, any period of service (other than time 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.

(c) On termination of employment each employee shall be given a certificate signed and dated by the Registered Nurse Level 5 setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to 5.2.10 of this Award, and in the instance of part-time and casual employees, the total hours worked:

Provided that a part-time or 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 or 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.

(d) Any employee unable to provide proof of previous experience will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed until such time as proof of previous experience is provided to the employer, and only then will the

higher rate become payable from the date supplied. The employer shall advise the employee of this requirement at the time of engagement.

- (e) Subject, however, to proof of previous experience being provided within 4 weeks of appointment, the employer will adjust previous payments back to the date of commencement. The employee may seek co-operation of the Union to assist the employee to obtain or establish such proof of previous experience still outstanding.

Provided that hours of experience as at 2 October 1995 are to be converted as follows:

Number of hours x 7.6 divided by 8.

5.3 Allowances

5.3.1 District and Divisional allowances

- (a) Northern Allowance - Adult employees covered by this Award employed in the Eastern District of the Northern Division shall be paid \$1.05 per week and juniors 53c per week over and above the rates prescribed in this Award.
- (b) Mackay Allowance - Adult employees covered by this Award employed in the Mackay Division shall be paid 90c per week and juniors 45c per week over and above the rates prescribed in this Award.
- (c) Western Allowance - Employees in the Western District of the Southern Division shall be paid \$1.05 per week for adults and 53c per week for juniors in addition to the rates prescribed for such employees in the corresponding Eastern District:
- (d) Employees in the Western District of the Northern Division shall be paid \$2.20 per week for adults and \$1.10 per week for juniors in addition to the rates prescribed for such employees in the corresponding Eastern District.

5.3.2 Operating theatre allowance

A registered nurse appointed to be in charge of the theatre shall be paid an allowance of \$2.42 per day in addition to the rate prescribed.

5.3.3 X-Ray and radium allowance

Any Director of Nursing or registered nurse whose duties require the use or assist in using X-Ray apparatus or radium shall be entitled to an allowance of \$9.10 per week in addition to the rate prescribed.

5.3.4 Night supervisor allowance

A registered nurse or charge nurse who is required to undertake the duties of "night supervisor" shall be paid the following additional amounts per night whilst so engaged:

In health facilities or sections thereof where the daily average of occupied beds is:

	Per Night
	\$
100 beds and under	5.37
Over 100 beds	10.75

5.3.5 Charge nurse allowance

Charge Nurses supervising more than 30 nursing staff shall be paid an allowance of \$20.30 per week.

5.4 Special duty

5.4.1 If an employee is called upon to perform special duties, or to relieve another employee on a classification for which a higher rate of pay than the employee is receiving is fixed by the Award, provided the period of performing such special duties or such relieving work is one week or more, the employee shall be paid such higher rate for the whole of such period.

5.4.2 A registered nurse who is not permanently on the staff of a health facility, employed to relieve a Director of Nursing, shall be paid not less than the rate prescribed by this Award for the Director of Nursing whom the employee is relieving.

5.5 Occupational superannuation

5.5.1 *Nursing Homes, Retirement Hostels and Villages, accommodating the aged or infirm in the State of Queensland*

In addition to the rates of pay prescribed by clause 5.2 of this Award all employees of Nursing Homes, Retirement Hostels and Villages accommodating the aged or infirm in the State of Queensland shall be entitled to occupational superannuation provisions as prescribed in clause 5.5.

5.5.2 "The fund" means the Health Employees Superannuation Trust Australia (HESTA), as well as any other occupational superannuation scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

5.5.3 "Contributory wage" means:

- (a) the ordinary weekly rate of pay applicable to each employee's classification; or
- (b) the weekly rate of pay prescribed by clauses 5.4.1 or 5.4.2 whichever is applicable; or
- (c) the hourly rate of pay for part-time employees as prescribed by clause 4.2.1(c); or
- (d) the hourly rate of pay for casual employees as prescribed by clause 4.3.2.

5.5.4 *Freedom of Choice*

(a) Each employee shall be given equal access to information regarding HESTA, as well as such other approved occupational superannuation schemes 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 occupational superannuation scheme into which the employee wishes the employer to contribute the amount specified in 5.5.5.

The respective employer associations, or individual independent employers as necessary, and the Union, undertake to monitor co-operation and compliance with the intent of clause 5.5.4.

- (b) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
- (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with clause 3.2 (Grievance and dispute settling procedures).

5.5.5 *Contributions*

Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

Provided that in any instance where the amount as calculated above represents less than \$2.00, no contribution will be payable by the employer.

5.5.6 The obligation upon an employer to make occupational superannuation contributions under clause 5.5 shall be in addition to, and 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 clause 5.5:

Provided that the obligation to make additional occupational superannuation contributions of 3% under clause 5.5.5 shall not apply to those employers who have already commenced making additional contributions of 1.5% or more to an approved occupational superannuation scheme since 31 December 1987 provided further that the total additional contributions from 1 January 1989 shall not be less than 3%.

5.5.7 *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.

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

6.1 Hours of work

6.1.1 Subject to clause 6.2 (Implementation of 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 (the work cycle):

Provided that if there are significant reasons to do so, the Union and the employer 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.

6.1.2 The ordinary hours of work prescribed herein shall be worked continuously and shall not exceed 10 hours 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 limitation of hours in clause 6.1 shall not apply to Directors of Nursing or Assistant Directors of Nursing.

6.2 Implementation of 38 hour week

6.2.1 The 38 hour week shall be implemented by granting employees an Accrued Day Off on the following basis:

(a) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle; or

(b) By fixing one or more work days on which all employees will be off during a particular 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. In such circumstances 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 employee. Where agreement is reached to defer or accumulate accrued days off, payment for work on accrued days off will be at ordinary rates.

6.2.5 Where agreement in 6.2.3 has been reached, all the accumulated accrued days off shall be taken within 12 calendar months from the date of the entitlement to the first accrued day off so accumulated.

6.2.6 Subject to, and in accordance with the 12 calendar month requirement in 6.2.5, an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave:

Provided that such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.

6.2.7 Where significant reasons exist to alter the method of implementation of the 38 hour week from that provided for elsewhere in clause 6.2 (Implementation of 38 hour week) a different method of implementation may apply to an individual employee, groups or sections of employees in a facility provided that there is compliance with the procedures outlined in clause 6.3.

6.2.8 Significant reasons will arise to meet the expressed needs of employees or unusual operational requirements of the employer necessary to maintain appropriate standards of service delivery.

6.3 38 hour week - procedures for work area level discussions

6.3.1 The employer and all employees concerned in each section, establishment or unit shall consult over the most appropriate means of implementing and working a 38 hour week.

- 6.3.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2 (Implementation of 38 hour week).
- 6.3.3 The outcome of such consultation shall be recorded in writing.
- 6.3.4 Following consultation with the employer, if an employee or group of employees in a particular ward, unit or facility wish to work the 38 hour week in a manner other than specified in clause 6.2, the employer shall advise the Union of the proposed alternate arrangement in writing. The Union shall have the right to consult with members concerning the introduction of the proposed alternate arrangement. The Union shall not unreasonably withhold approval of the proposed alternate arrangement of working hours as provided for in clause 6.3.
- 6.3.5 In the event that the Union withholds approval of any alternative arrangement of working hours, such refusal may be brought before the Commission as a dispute under clause 3.2 (Grievance and dispute settling procedures) with the Commission to have the ability to determine the actual method of working hours, based on the submissions put to it.
- 6.3.6 After implementation of the 38 hour week, upon giving 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 Shift work and weekend work

6.4.1 Levels 1, 2 and 3 Registered Nursing Classifications, Enrolled Nurses and Pupil Nurses

For the purpose of clause 6.4 an afternoon shift is a shift other than a night shift, commencing at or after 12 midday.

Afternoon shift workers shall be paid an allowance of 12.5% for each shift of ordinary hours.

Night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.; and

Night shift workers shall be paid an allowance of 15% for each shift of ordinary hours.

6.4.2 Other than Levels 1, 2 and 3 Registered Nursing Classifications, Enrolled Nurses and Pupil Nurses

Afternoon and night shift workers shall be paid an allowance of 15% for each shift of ordinary hours where the major portion of such shift is worked between the hours of 4.00 p.m. and 8.00 a.m. the following day.

6.4.3 Casual employees - In the case of a casual employee the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading.

6.4.4 Afternoon and night shift allowances shall not apply to Level 4 Assistant Directors of Nursing and Level 5 Directors of Nursing or to shift work performed on Saturday and Sunday when extra payment for weekend work applies.

6.4.5 Night shift duty

- (a) Night duty shall be limited to a period not exceeding 3 months at any one time, and any employee who has performed night duty continuously for a period of 3 months shall not be again employed on night duty during the 6 months following such period:

Provided that any employee who so desires may, by written agreement between the employer and the employee concerned, be employed permanently on night duty:

Provided further that clause 6.4.5 shall not apply to any employee in receipt of a rate of pay in excess of that of a registered nurse.

- (b) A registered nurse shall not be required to perform night duty on the night prior to sitting for a State examination.

6.4.6 Extra payment for weekend work

(a) Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurses

All rostered time worked in any one duty period as prescribed in clause 6.1 between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half and between midnight Saturday and midnight Sunday at the rate of time and three-quarters.

(b) Other than Levels 1, 2 and 3 Registered Nursing Classifications, Enrolled Nurses and Pupil Nurses

All rostered time worked between midnight on Friday and midnight on Sunday, in any one duty period as prescribed by clause 6.1, shall be paid for at one 1/2 times the ordinary rate.

(c) Where more than 8 hours are worked in any one duty period, or more than 10 hours where 10 are worked by mutual agreement, double ordinary rates shall be paid for all time in excess of 8 hours or 10 hours, as the case may be:

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

6.5 Rosters

All employees shall work in accordance with a roster that conforms to clause 6.1.

6.5.1 Rosters setting out the employees' days of duty and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each 14 day roster.

6.5.2 Where practicable, a roster for accrued days off shall be posted at least 7 days before the commencement of a 4 weekly work cycle. "4 Weekly Work Cycle" means a work cycle of 28 calendar days in which each employee shall work ordinary hours of work on no more than 19 days in the 4 weekly work cycle.

6.5.3 Rosters may be amended in the following circumstances:

- (a) by agreement between the employer and the employee.
- (b) by the employer to meet abnormal needs or occurrences including unforeseen fluctuations in patient demand for services.
- (c) to cover employee absence from duty on account of illness or in an emergency.

6.5.4 *Rest days*

(a) Employees working the hours prescribed by clause 6.1 shall be allowed 4 rest days during each 14 days to be known as Rostered Days Off. Each rostered day off shall consist of a continuous period of 24 hours, which, where practicable, shall include from midnight to midnight.

(b) An employee's roster may provide for any one of the following combinations of rostered days off in each fortnight:

- (i) 2 periods comprising 2 days each;
- (ii) 3 consecutive days and one stand-alone day, or
- (iii) One period of 4 consecutive days:

Provided that any one of these combinations may be amended to enable 2 single days free from rostered work if requested in writing by the employee:

Provided further that where agreement under clause 6.1.2 has been reached, employees shall be allowed additional rostered days off in accordance with the rostered hours of duty for the particular fortnight.

6.5.5 *Rest between periods of rostered work*

Employees shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another except in the following circumstances where a break of not less than 8 hours may be permitted:

- (a) to satisfy operating theatre staffing requirements; or
- (b) to permit changes of shift rosters; or
- (c) the 10 hour break may be reduced by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected.

Clause 6.5.5 shall not apply in the instance of an employee rostered to work following a 10 hour shift.

6.6 Meal and tea breaks

- 6.6.1 Where an employee is rostered to work at least 6 hours, a meal break of not less than 30 minutes shall be available between the 4th and 6th hours after commencement of duty, and thereafter at intervals of no more than 6 hours.
- 6.6.2 Employees performing ordinary work in excess of 8 hours and up to 10 hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour to be taken between the 4th and 6th hours from the ordinary starting time each day.
- 6.6.3 Where an employee is required to perform work during a meal break then all work performed shall be paid for at double time. The employee will be entitled to payment at the rate of double time until a meal break is taken.

6.7 Rest Pauses

- 6.7.1 *Full-time employees* - Every full-time employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the 1st and 2nd portion of daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary, and tea and coffee shall be supplied by the employer to employees during such rest pauses.
- 6.7.2 *Part-time and casual employees* - Every part-time and casual employee shall be entitled to a paid rest pause after 3 hours continuous duty, provided that such employees who are engaged to work more than 6.5 hours in any one engagement shall be entitled to rest pauses as for a full-time employee.
- 6.7.3 *Combining rest pauses* - Notwithstanding clauses 6.7.1 and 6.7.2, the employer at their discretion may combine the period of the 2 rest pauses to provide one 20 minute rest pause. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary, and tea and coffee shall be supplied by the employer to employees during such rest pauses:

Provided that no employee shall be required to work for a period greater than 4 hours without a break of at least 10 minutes.

- 6.7.4 *Use of available working time* - All employees shall observe the nominated starting and finishing times for the work day, including designated meal breaks and rest pauses, to maximise available working time. Preparation for work and for travel home at the completion of work shall be in the employee's time.

6.8 Overtime

- 6.8.1 For all authorised overtime worked in excess of rostered ordinary hours of work Monday - Saturday inclusive, other than by Registered Nurses level 4 or 5, shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter:

Provided that an assistant nurse rostered to work shift work shall be paid at the rate of double time for all authorised overtime.

- 6.8.2 For all authorised overtime worked on a Sunday, other than by Registered Nurses level 4 or 5, payment shall be made at the rate of double time.
- 6.8.3 For all authorised overtime worked on a public holiday other than by a Registered Nurse level 4 or 5 payment shall be made at the rate of double time and a-half.
- 6.8.4 Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment for such work by being allowed time off work at the following rate:
- (a) The first 3 hours of overtime in any one fortnight may be taken at the rate of time worked for time taken.
 - (b) Any period in excess of 3 hours overtime in any one fortnight may be taken off at a rate equivalent to the prescribed overtime penalty.
 - (c) Should overtime in excess of 3 hours be consecutively worked on any one engagement, such overtime shall be taken or paid at the rate of double time.
 - (d) An employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being worked. The employee shall be paid for the overtime worked at the appropriate overtime rate in the following instances:

- (i) Where the employer is unable to release the employee;
 - (ii) At the time of termination of employment.
- (e) Subject to prior approval by the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with 6.8.4(a).

The employer shall pay the employee's salary as if the employee worked ordinary hours during such time off.

- (f) Where an employee takes time off in accordance with 6.8.4(e) the employer shall offer the employee reasonable opportunities to make up the period of time off in accordance with clause 6.4.8 within 4 weeks of the time off being taken:

Provided that where the employee has been offered reasonable opportunities to make up the period of time off, and does not make up the time off, the employer may reduce the pay of the employee by the amount of such time off taken after having first advised the employee in writing at least 14 days prior to the reduction.

- 6.8.5 Where an employee is required to continue work for a period of at least 2 hours after the usual ceasing time the employee shall be supplied with a reasonable meal at the employer's expense (the "reasonable meal") or be paid \$9.60 (the "meal allowance") in lieu thereof:

Provided that where an employee is required to continue such work beyond 6.00 p.m. the employee shall be supplied with a reasonable meal or be paid the meal allowance if required to continue work for a period of at least one hour after the usual ceasing time.

The provision of a reasonable meal and/or the payment of the meal allowance is in addition to overtime payment for the time so worked.

- 6.8.6 An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall, subject to clause 6.8.6, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

The provisions of clause 6.8.6 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) to permit changes of shift rosters;
- (b) in any other case agreed upon by the employer and Union.

6.8.7 *External transfer duty*

- (a) (With Patient) - An employee required to travel with a patient on external transfer duty shall be paid at the appropriate ordinary or overtime rate for all time the patient is under the employee's care.

- (b) (Without Patient)

- (i) When travelling to commence or returning from external transfer duty without a patient during what would normally have been the employee's rostered hours an employee shall be paid for a maximum of 12 hours out of every 24 hours at ordinary rates.
- (ii) When travelling or returning on a day not rostered for duty such employee shall be paid for a maximum of 12 hours out of every 24 hours at ordinary rates provided that the employee shall be granted in addition a day off in lieu or an additional day added to the employee's next annual leave:

Provided further that where such duty does not exceed 3 hours, the employee shall be paid for 3 hours at the appropriate overtime rate only:

Provided also that payment under clause 6.8.7 shall not exceed that calculated by reference to the soonest and most direct return route made available to the employee by the employer.

6.9 On call allowances

6.9.1 Assistant Nurses

- (a) On Call Duty - Where an employee is instructed to be available on remote call (i.e. on call for duty and allowed to leave the hospital or nursing home precincts subject to being immediately available for recall to duty) outside the employee's ordinary or rostered working hours, the employee shall be paid, in addition to the ordinary rate of pay, an allowance in accordance with the following scale:
- (i) Where the employee is on call throughout the whole of a rostered day off duty, a Saturday, Sunday, or a public holiday - \$8.33 in respect of each of such instances;
 - (ii) Where the employee is on call during the night only on a rostered day off duty, a Saturday, Sunday, or a public holiday - \$5.37 per night; and
 - (iii) Where an employee is on call on any other night - \$3.37 per night.

For the purpose of clause 6.9.1, a "night" shall be deemed to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.

- (b) Where an employee is placed on close call (i.e. on call for duty and not allowed to leave the hospital or nursing home precincts) an amount of \$2.77 shall be paid in addition to the appropriate allowance prescribed in clause 6.9.1(a):

Provided that board and lodgings shall be provided free-of-charge to employees who usually live-out and who are required to remain on close call within the employer precincts.

- (c) In the event of an employee on call as provided herein being recalled to perform work during the employee's off duty period, the employee shall be paid for the time worked at the prescribed overtime rate with a minimum payment as for 2 hours' work, such time to be calculated in the case of an employee on remote call as from home and back to home:

Provided always that an employee on remote call, if recalled to perform work during the employee's off duty period, be provided with transport to and from the employee's home or shall be refunded the cost of such transport.

6.9.2 On-call - Levels 1, 2 and 3 Registered Nurse and Enrolled Nurses

The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place.

- (a) An employee rostered to be on-call shall receive an additional amount as follows:
- (i) \$19.62 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
 - (ii) \$29.46 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (iii) \$34.35 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.
- (b) Payment shall be calculated by reference to that allowance specified in clause 6.9.2(a) applicable to the calendar day on which the major portion of the on-call period falls.
- (c) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 6.9.2(a). A minimum payment of 3 hours at the appropriate overtime rate shall be paid, provided that, except in the case of the unforeseen circumstances arising, the employee shall not be required to work for 3 hours if the work for which the employee was required, and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.
- (d) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport:

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

- (e) An employee placed on-call is required to remain at their private residence or any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed

on-call. Clause 6.9.2 should not prevent the provision by employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

- (f) An employee on-call who usually lives out and who is required to remain on close call within the hospital precincts shall be provided free of charge with board and lodging in addition to any allowance payable pursuant to clause 6.9.2.
- (g) The provisions of clause 6.8.6 shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

6.10 Recall - levels 1, 2 and 3 registered nurses and enrolled nurses

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work.

- 6.10.1 An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours provided that the time spent travelling to and from the place of duty shall be deemed to be time worked:

Provided that where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.

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

- 6.10.3 If an employee is recalled to work the employee shall be provided with transport to and 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 from their home to the hospital or shall be refunded the cost of such transport.

- 6.10.4 The provisions of clause 6.8.6 shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

PART 7 - LEAVE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every full-time and part-time employee, shall at the end of each 12 months of employment, be entitled to annual leave on full pay as follows:

(a) Not less than 228 hours if employed on shift work where 3 shifts per day are worked over a period of 7 days per week, and, where an employee works over more than 2 roster periods, which involves a combination of day, evening and night shifts.

(b) Not less than 190 hours in any other case.

- 7.1.2 An employee whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a *pro rata* equivalent of annual leave as provided for above.

- 7.1.3 *Notice of annual leave* - Unless otherwise agreed between the employer and employee, at least 4 weeks' notice prior to the time which the annual leave is to commence, will be given.

All annual leave shall be taken at a time to suit the administration of the health facility, but in exercising its discretion, the administration shall give reasonable consideration to the preference of the employee.

- 7.1.4 *Leave may be taken in parts* - Annual leave, by mutual agreement between the employer and employee, may be taken in one or more parts of not less than 38 hours' duration.

However, up to 38 hours of each year's annual leave entitlement including *pro rata* leave may be taken daily. Unless otherwise agreed between the employer and employee, at least 7 days' notice of daily leave shall be given.

- 7.1.5 *Payment of wages when employee is proceeding to annual leave*

- (a) Where an employee is proceeding to annual leave, of at least 38 hours' duration, after completing work on a Saturday, Sunday or public holiday, the employee's entitlements shall be made up to, and include, annual leave entitlements and payment for all work completed on the last week day of duty.
- (b) Employees proceeding to annual leave on a week day (public holidays excluded) shall have their entitlements made up to, and include, payment for all work completed on the day of departure.
- (c) Payment for any work withheld will be available to the employee, no later than the conclusion of the first day of work after returning from leave. Where pay is customarily made by electronic transfer, any adjustment that is necessary will be made at the next regular pay transfer.

7.1.6 *Calculation of annual leave pay*

Annual leave pay for full-time and part-time employees shall be calculated as follows:

- (a) The employee's ordinary wage rate, as prescribed in clause 5.2 of this Award, for the period of the annual leave (excluding shift premiums and weekend penalty rates); plus
- (b) Night Supervisor's allowance, if applicable; plus
- (c) Uniform allowance; plus
- (d) 17.5% of the amount referred to in clauses 7.1.6(a), (b), and (c). The 17.5% additional payment shall relate to:
 - (i) 190 hours in the case of employees entitled to 228 hours annual leave, as set out in clause 7.1.1(a); or
 - (ii) 152 hours in the case of employees entitled to 190 hours annual leave as set out in clause 7.1.1(b).
- (e) A part-time employee's weekly hours, for the calculation of annual leave payment, shall be in the same proportion as the average number of hours worked per week, during the employees year of employment, equates to 38 hours per week.

7.1.7 *Accrual of annual leave* - Should an employee have not taken annual leave as it falls due from time to time, such annual leave, by mutual arrangement, may be accrued for a period not exceeding 2 years.

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.
- (b) This entitlement will accrue at the rate of 7.6 hours sick after each 5 weeks up to a maximum of 76 hours for each completed year of employment.
- (c) 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.
- (d) Sick leave may be taken for part of a day.
- (e) 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.
- (f) 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;
- (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 *Leave debits*

Leave debits will be equivalent to the ordinary hours the employee would have worked had the employee not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7.2.6 *Workers' compensation*

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

7.2.7 *Procedure for monitoring sick leave usage*

An employer may, as a result of substantial concern over the consistent use of paid sick leave and which is based on the nature of its occurrence, duration and overall pattern over a 12 months' period, formally notify the employee in writing that such sick leave usage will be scrutinised from a certain date for a fixed period of 6 months.

- (a) The employee shall first be afforded an opportunity to express work related causes considered to contribute to the sick leave patterns.
- (b) Where possible misuse of paid sick leave over a 12 months' period is so identified, an employer may require for all absences of any duration, for that employee to provide medical certificates or other proof of illness of satisfaction to the employer during the 6 month period of scrutiny.
- (c) In requiring an employee to provide a medical certificate or proof of illness, the employer shall first exercise equity and good conscience in reaching that decision:

Provided also that an employee who is aggrieved by the employer's decision may seek the advice and assistance of Union.

7.3 Bereavement leave

7.3.1 *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.

7.3.2 *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 one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "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.

7.3.4 *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.

7.3.5 An employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother, and where such employee travels outside of Australia to attend the funeral.

7.4 Family leave

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

7.4.1 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.

7.4.2 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.

7.5 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.

7.6 Public holidays

7.6.1 All work done by any employee during their ordinary shifts on:

- the 1st January;
- the 26th January;
- 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 one and a-half times the ordinary rate.

7.6.2 Labour Day

All employees covered by this Award shall be 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 shall 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 rates prescribed for such work with a minimum of 4 hours.

7.6.3 Annual show

- (a) 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 shall be paid for at the rate of double time and a-half with a minimum of 4 hours:

- (b) Where the show is of more than one day's duration the employees may agree with the employer to substitute another day during the show period in lieu of the day so appointed in which case the provisions of clause 7.6.3 shall apply to the day so substituted.
- (c) Show day may be substituted to another day, public holidays excluded, between the period commencing 22 December and ending 5 January by mutual agreement, in which case, the provisions of clause 7.6.3 shall apply to the day so substituted.
- (d) 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.

7.6.4 The ADO shall be so arranged that it does not coincide with a public holiday. Another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.

7.6.5 Where an employee is not required to work on any specific public holiday it shall be regarded as a day worked for accrual purposes of the ADO.

7.6.6 All work done by an employee on Easter Saturday (the day after Good Friday) shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.7 *Double time and a-half*

For the purpose of clause 7.6, where the rate of wages is a weekly rate "double time and a-half" means one and one-half days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.8 Should Labour Day, Show Day, or Easter Saturday occur during the period of an employee's annual leave there shall be added to the employee's annual leave an extra day for each such day so occurring.

7.6.9 Where an employee is rostered off on Labour Day, Show Day, or Easter Saturday the employee shall be paid an additional day's wage or shall be granted a day's leave in lieu at a time to be mutually arranged between the employer and the employee concerned or an extra day shall be added to the employee's annual leave for each such day on which the employee is rostered off:

Provided that the provisions of clause 7.6.9 insofar as Easter Saturday is concerned shall not apply to any employee whose ordinary hours of work are regularly worked between Monday to Friday inclusive and who regularly has Saturday and Sunday off each week.

7.6.10 Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on any such public holiday.

7.6.11 *Employees who do not work Monday to Friday of each week*

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 7.6.11 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu

7.7 Jury service

- (a) An employee, other than a casual 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 ordinary pay the employee would have been paid if the employee was not absent on jury service.

- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

8.1 Fares

- 8.1.1 An employee appointed to a health facility shall have first class railway, coach, or economy class aeroplane fares (including first class sleepers where the railway is used and such are provided) and reasonable out-of-pocket expenses incurred by the employee in reaching the position, refunded after 6 months' continuous service in the hospital or institution.
- 8.1.2 Where an employee has been engaged for a definite period of time (including an employee relieving another employee on annual or sick leave) and has completed the term of the engagement, the employer shall pay the employee's first class return fares (including first class sleepers where the railway is used and such are provided), and in addition reasonable out-of-pocket expenses to and from the place of engagement.
- 8.1.3 Where the employer agrees to such method of travel, an employee appointed to a health facility who elects to travel in the employee's own car shall:
 - (a) after 6 months' continuous service in the health facility; or
 - (b) in the case of an employee who has completed a definite period of engagement, at the termination of the employee's engagement be paid in lieu of a refund of fares as hereinbefore provided:
 - (i) a reasonable amount to cover the cost of petrol and oil for the journey;
 - (ii) an amount not exceeding the reasonable and necessary expenses which the employee would have been entitled to under clause 8.1 had the employee travelled by railway.
 - (c) Any employee whose duties require travel shall be paid first class fares and all reasonable out-of-pocket expenses.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

- 9.1.1 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

10.1 Accommodation

10.1.1 Reasonable board and lodging shall be provided for each employee at their respective places of employment.

10.1.2 Board and lodging

- (a) Where board and lodging are supplied to employees residing within employer accommodation, the employer shall be entitled to deduct the following amounts from the weekly wage rates prescribed for such employees:

	Per week
	\$
For all Registered Nurses	60.67
For all others	58.43

- (b) In all cases, the ratio of the value of board to that of lodging shall be 2 to one.
- (c) The value of board and lodging shall be increased or decreased by an amount equal to 33 1/3% of any increase or decrease in the Queensland Minimum Wage subsequently determined by the Commission, for the South-Eastern District of the State.
- (d) Where employees who are living out are provided with meals by the employer, a deduction shall be made from their wages at the rate of 1/21st of the allowance for board, calculated to the nearest cent for each meal so provided.
- (e) It shall be understood that in the case of employees who live out, no responsibility shall lie with the employer to supply meals.

10.2 Uniforms and uniform allowance

10.2.1 The employer shall supply free of charge uniforms, of a type of design considered most suitable, or in lieu thereof an allowance at the rate of \$159 per annum shall be paid on a *pro rata* basis each pay day. Uniforms shall be laundered by the employer or an allowance of \$1.85 per week paid.

10.2.2 Where uniforms are required to be provided under this Award, the uniforms shall be of such a type and shall consist of such dresses, aprons and caps and such other articles as may be required by the employer:

Provided that where an employer supplies a uniform to an employee, subsequent issue of uniforms shall be on a needs basis.

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 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 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 they do not want their 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 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 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 the Union.

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 copy of this Award shall be kept posted in a prominent and accessible place in the hospital or nursing home and on a notice board in the nurses' quarters.

SCHEDULE 1 - Directors of nursing gradings

Hospital Nurses' Award - State

Grade 1

Turrawan

Grade 2

*Boothville
Palm Beach

Grade 3

Mt. Olivet
Xavier

Grade 4

Grade 5

* No incumbent currently in this position in this facility.

SCHEDULE 2 - Second tier Orders

List of Employers with Second Tier Orders or Industrial Agreements which to varying degrees modify the provisions of this Award

Name	Case No.	Date of Order
Canossa Hospital Complex and Others	B83/89	5.12.88
Currumbin/Palm Beach Private Hospital, Mt Olivet Hospital and Marycrest Retirement Centre and Turrawan Private Hospital	B241/89	30.5.89
Hospital Nurses' Award	B441/88	28.8.89
Royal Queensland Bush Children's Health Scheme	B51/90	1.4.90
Spastic Welfare League	B979/88	6.2.89
The Corporation of the Franciscan Missionaries of Mary	B50/90	1.4.90
Buderim Private Hospital The Peninsula Private Hospital Saint John's Hospital Toowong Private Hospital	A9/91	20.2.91

Provided that the conditions prescribed by Order of the Commission in Case No. B928 of 1988 shall continue to apply to the hospitals listed in that Order who are the subject of the provisions of this Award.

SCHEDULE 3 - Enrolled nurse definitions, progression, accelerated advancement and appeal

1.1 Definitions

1.1.1 Clause 5.2.3 of the Award shall be applied according to the following definitions:

- (a) "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:
 - (i) the acquisition and updating of skills and knowledge beneficial to effective performance within a team, and/or
 - (ii) reducing the degree of direct supervision required of the employee, and/or
 - (iii) 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.
- (b) "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 education and training.

Specifically:

- (i) "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;

- (ii) "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.
- (c) "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.
- (d) "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:
 - (i) Training and Experience
 - (1) the satisfactory completion of a hospital based course of training in nursing of not more than 12 months during leading to enrolment as an Enrolled Nurse; or
 - (2) 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;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
 - (ii) Skill Indicators

The employee has, noting the ANRAC competencies for enrolment:

 - (1) limited or no practical experience of current situations, and
 - (2) limited discretionary judgement, not yet developed by practical experience.
- (e) "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:
 - (i) Training and Experience
 - (1) 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
 - (2) 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
 - (ii) Skill Indicators
 - (1) 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
 - (2) is able to relate theoretical concepts to practice and/or
 - (3) requires assistance in determining priorities.
- (f) "Paypoint 3" means the Paypoint to which an employee shall be appointed or progress from Paypoint 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:
 - (i) 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

(ii) Skill indicators

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

- (1) an ability to organise, practice and complete nursing functions in stable situations with minimal direct supervision, and/or
- (2) the use of observation and assessment skills to recognise and report deviations from stable conditions, and/or
- (3) 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
- (4) uses communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

(g) "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:

(i) 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 in-service training, subject to its provision by the employer, from time to time; and

(ii) Skill Indicators

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

- (1) demonstrable speed and flexibility in accurate decision making, and/or
- (2) organises own workload and sets own priorities with minimal direct supervision, and/or
- (3) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs, and/or
- (4) uses communication and interpersonal skills to meet psychosocial needs of individuals/groups.

(h) "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:

(i) 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

(ii) Skill Indicators

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

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

1.2 Enrolled Nurse progression, appeal and accelerated advancement

1.2.1 Paypoint Determination and Progression

- (a) The Paypoint for each Enrolled Nurse is to be determined by the employer by reference to the Enrolled Nurses' skills and knowledge compared to those set out in the Paypoint definitions in clause 1.1.1(d) to (h) inclusive of this Schedule.
- (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 clauses 1.2.1(a) and (b) above, an Enrolled Nurse may elect to process the matter through the mechanism in clause 1.2.2(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 1.1.1 of this Schedule, each employee shall progress from one Paypoint to the next on the employee's completion of a continuous year of service as an Enrolled Nurse, having regard to the acquisition and utilisation of skills and knowledge through experience in the employee'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 1.1.1, and is not unreasonably nor arbitrarily imposed by the employer. It shall be considered unreasonable if the employer has refused to provide inservice training and/or opportunities to work in various practice settings in the employer's establishment.

1.2.2 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 1.2.2, shall be undertaken and resolved in accordance with clause 3.2 of this Award.
- (d) Where, as a result of clause 1.2.2(b), 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 1.2.1(d) of this Schedule.

1.2.3 Accelerated advancement

- (a) Subject to clause 1.2.1 of this Schedule, 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 one Paypoint under clause 1.1.1(e)(i)(1) of this Schedule shall not be entitled to further advancement under clause 1.2.3(a) of this Schedule.

- (b) An employee who has advanced in accordance with clause 1.2.3(a) of this Schedule shall not be entitled to further accelerated advancement pursuant to this clause 1.2.3 of this Schedule.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in Paypoint pursuant to clause 1.2.3(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

1.2.4 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 thereafter; and
- (c) determining the appropriate Paypoint for progression of all Enrolled Nurses.

SCHEDULE 4 - Registered nurse generic level statements

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 & Emergency.

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

LEVEL 1 - REGISTERED NURSE

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>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.</p>	<p>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.</p> <p>These A.N.R.A.C. competencies are grouped as follows:</p>
<p>The degree of expertise will experience as the Registered Nurse advances through this level.</p>	PROFESSIONAL/ETHICAL PRACTICE
<p>The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.</p>	<ol style="list-style-type: none"> 1. Demonstrates a satisfactory knowledge base for safe practice. 2. Functions in accordance with legislation and common law affecting nursing practice. 3. Protects the rights of individuals and groups 4. Demonstrates accountability for nursing practice. 5. Conducts nursing practice in a way that can be ethically justified
	REFLECTIVE PRACTICE
	<ol style="list-style-type: none"> 6. Recognises own abilities and level of professional competence. 7. Acts to enhance the professional development of self and others. 8. Recognises the value of research in contributing to developments in nursing and improved standards of care.
	ENABLING
	<ol style="list-style-type: none"> 9. Maintains a physical and psychosocial environment which promotes safety, security and optimal health. 10. Acts to enhance the dignity and integrity of individuals and groups. 11. Assists individuals or groups to make informed decisions. 12. Communicates effectively and documents relevant information.

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
	13. Effectively manages the nursing care of individuals or groups.
	PROBLEM FRAMING AND SOLVING
	14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings
	15. Formulates a plan of care in consultation with individuals/groups taking into account the therapeutic regimes of other members of the health care team.
	16. Implements planned care.
	17. Evaluates progress of individuals or groups toward planned outcomes.
	TEAMWORK
	18. Collaborates with the health care team.

LEVEL 2 - CLINICAL NURSE

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
A Clinical Nurse means a Registered Nurse who is appointed as such.	1. Gives direct care to a group of patients/clients.
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	2. May relieve Level 3 positions.
The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct	3. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care.
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.	4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.:
The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.	- planning and co-ordination of ward/unit education programs and other staff development activities.
The Clinical Nurse is able to demonstrate	- orientation of new staff.
- advanced level clinical skills and problem-solving skills;	- preceptorship for new staff.
- planning and co-ordination skills in the clinical management of patient care;	- participates in action research.
- ability to work within a collegiate/team structure;	5. Participates in nursing policy review and initiatives.
- awareness of and involvement with the quality assurance process;	6. Co-operates with other Clinical Nurses in relation to development of programs and initiatives.
- contribution to professional practice of the unit.	7. Ensures a safe working environment.

LEVEL 3 - CLINICAL NURSE CONSULTANT

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
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GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>The Clinical Nurse Consultant means an employee appointed as such, who is a Registered Nurse.</p> <p>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.</p>	<p>1. Co-ordinates patient care activities for one patient care/service delivery area.</p> <p>2. Gives, on a regular basis, direct care to a small number of patients with complex care needs.</p>
<p>The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.</p>	<p>3. Manages activities related to the provision of safe patient/client care.</p>
<p>The Clinical Nurse Consultant demonstrates:</p>	<p>4. Evaluates care and institutes mechanisms to correct deficiencies.</p>
<ul style="list-style-type: none"> - an advanced level of clinical skills - proficiency in the delivery of nursing care - skilled co-ordination of nursing care - leadership qualities 	<p>5. Participates in multi-disciplinary reviews of patient care outcomes.</p>
<p>The Clinical Nurse Consultant fulfils the function of:</p>	<p>6. Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care.</p>
<ul style="list-style-type: none"> - change agent 	<p>7. Undertakes action research to address patient/client care problems and issues.</p>
<ul style="list-style-type: none"> - role model 	<p>8. Reviews pattern of care delivery and assesses appropriateness of change.</p>
<ul style="list-style-type: none"> - patient/client/staff educator 	<p>9. Participates in committees for patient/client care improvements, initiatives and policy development.</p>
<ul style="list-style-type: none"> - action researcher 	<p>10. Assesses professional development needs of staff and co-ordinates unit education programs.</p>
<p>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.</p>	<p>11. Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.</p>
	<p>12. Identifies issues requiring policy review.</p>
	<p>13. Participates in relevant policy development.</p>
	<p>14. Develops and implements relevant quality assurance programs.</p>
	<p>15. Participates in staff selection processes.</p>
	<p>16. Participates in orientation and other staff development activities.</p>
	<p>17. Participates in performance review mechanisms.</p>
	<p>18. Ensures a safe working environment.</p>
	<p>19. Participates in relevant research projects.</p>

LEVEL 3 - NURSE MANAGER

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>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.</p> <p>The Nurse Manager collaborates with the Clinical</p>	<p>1. Provides nursing management of human and material resources for a specified group of clinical units.</p>
	<p>2. Provides financial management, budget preparation and</p>

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.	cost control within the specified units.
Nurse Managers must demonstrate management skills including:	3. Allocates and rosters staff for the designated units to provide an optimal level of patient/client care.
- organisation and planning skills in relation to personnel and material resource management.	4. Co-ordinates staff leave.
- awareness and understanding of staffing methodologies.	5. Engages in research related to management issues and problems.
- leadership qualities.	6. Develops management information data base for area.
- analytical and report writing skills.	7. Engages in review of staffing methodology.
The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.	8. Identifies issues requiring policy review.
	9. Participates in relevant policy development.
	10. Develops and implements relevant quality assurance programs.
	11. Participates in staff selection processes.
	12. Participates in orientation and other staff development activities.
	13. Participates in performance review mechanisms.
	14. Ensures a safe working environment.
	15. Participates in relevant research projects.

LEVEL 3 - NURSE EDUCATOR

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
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.	1. Assists in the design, implementation and assessment of nursing education programs, including in-service and staff development programs.
The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.	2. Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources.
The Nurse Educator demonstrates:	3. Provides ongoing evaluation and modification of the staff development/education programs.
- appropriate mix of clinical and educational skills	4. Co-operates with ward/unit staff to develop education initiatives for staff and patients.
- analytical and report writing skills	5. Monitors ongoing educational needs of nursing staff and implements appropriate educational experiences
- leadership qualities	
- organisational and planning skills in relation to education	6. Maintains an information data base on educational programs and programs participants

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ul style="list-style-type: none"> 7. Identifies issues requiring policy review. 8. Participates in relevant policy development. 9. Develops and implements relevant quality assurance programs. 10. Participates in staff selection processes. 12. Participates in performance review mechanisms. 13. Ensures a safe working environment. 14. Participates in relevant research projects.

LEVEL 3 - NURSE RESEARCHER

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Nurse 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.</p>	<p>1. Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice.</p>
<p>The Nurse Researcher acts as a resource person for nurses engaged in research and quality assurance projects.</p>	<p>2. Maintains ongoing assessment of risk-benefit to persons participating in nursing research.</p>
<p>The Nurse Researcher demonstrates:</p> <ul style="list-style-type: none"> - the knowledge of and ability to apply a range of research techniques and methodologies. 	<p>3. Adopts research procedures which protect privacy, confidentiality of information and patient rights</p>
<ul style="list-style-type: none"> - organisation and planning skills in relation to research practice, 	<p>4. Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients.</p>
<ul style="list-style-type: none"> - leadership qualities 	<p>5. Communicates with relevant care givers when selecting research participants.</p>
<ul style="list-style-type: none"> - analytical and report writing skills. 	<p>6. Contributes to the functioning of the Ethics Committee.</p>
<ul style="list-style-type: none"> - an awareness of ethical standards in research practice. 	<p>7. Ensures research participants are informed of research and its implications.</p>
<p>The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.</p>	<p>8. Documents and disseminates research findings.</p>
<p>The Nurse Researcher collaborates with the Clinical Nurse</p>	<p>9. Identifies issues requiring policy review.</p>
<p>Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.</p>	<p>10. Participates in relevant policy development.</p>
	<p>11. Develops and implements relevant quality assurance programs.</p>
	<p>12. Participates in staff selection processes.</p>

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
	<p>13. Participates in orientation and other staff development activities.</p> <p>14. Participates in performance review mechanisms.</p> <p>15. Ensures a safe working environment.</p>

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - CLINICAL

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>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.</p>	<p>1. Engages in co-ordination of a specific group of clinical units and Clinical Nurse Consultants.</p>
<p>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.</p>	<p>2. Responsible, with the clinical unit staff, for a safe standard of client/patient care.</p>
<p>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.</p>	<p>3. Develops strategies to effect appropriate quality assurance programs.</p>
<p>The Assistant Director of Nursing (Clinical) initiates and monitors quality assurance and research programs to ensure to provision of quality nursing care.</p>	<p>4. Responsible for clinical operational planning and decision-making.</p>
<p>The Assistant Director of Nursing (Clinical) assumes accountability and responsibility for own actions.</p>	<p>5. Acts as clinical consultant to nursing division and contributes to nursing policy development and initiate reviews where appropriate.</p>
	<p>6. Promotes participative decision-making within the clinical stream.</p>
	<p>7. Promotes effective leadership and support for the Clinical Nurse Consultant group.</p>
	<p>8. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.</p>
	<p>9. Represents clinical unit staff at executive nursing level.</p>
	<p>10. Functions as a member of the nursing executive team.</p>
	<p>11. Participates in recruitment and selection of staff.</p>
	<p>12. Participates in staff development programs.</p>
	<p>13. Deputises for the Director of Nursing, when required.</p>
	<p>14. Co-ordinates and promotes clinical research.</p>

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - MANAGEMENT

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Assistant Director of Nursing - Management means an</p>	<p>1. Acts as management consultant to nursing division and</p>

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>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.</p>	<p>contributes to policy development.</p>
<p>The Assistant Director of Nursing (Management) will work collaboratively with the Assistant Directors of Nursing (Clinical, Education and Research) to ensure the provision of quality, cost effective nursing care.</p>	<p>2. Engages in management of human and material resources.</p>
<p>Incumbents will co-ordinate the preparation of unit budget submissions and the preparation of the nursing division budget submission.</p>	<p>4. Monitors global staff allocations.</p>
<p>Assistant Director of Nursing - Management assumes accountability and responsibility for own actions.</p>	<p>5. Manages operational activities for specified units.</p>
	<p>6. Undertakes the establishment and ongoing review of occupational health and safety programs.</p>
	<p>7. Manages financial and budget control for a group of units.</p>
	<p>8. Researches management issues and problems including absenteeism, turnover, job satisfaction and occupational injuries.</p>
	<p>9. Promotes participative decision-making within the management stream.</p>
	<p>10. Provides effective leadership and support for the nurse manager group.</p>
	<p>11. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.</p>
	<p>12. Represents the Nurse Managers at the executive nursing level.</p>
	<p>13. Functions as a member of the executive nursing team.</p>
	<p>14. Participates in recruitment and selection of staff..</p>
	<p>15. Participates in staff development programs.</p>
	<p>16. Deputises for Director of Nursing when required.</p>

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - EDUCATION AND STAFF DEVELOPMENT

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>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:</p>	<p>1. Engages in the planning, co-ordination, implementation and evaluation of nursing staff development programs.</p>
<p>- development, implementation and evaluation of staff development programs.</p>	<p>2. Manages educational resources.</p>
<p>- the co-ordination and standards of nurse education/staff development programs.</p>	<p>3. Acts as an education consultant to the nursing division and contributes to policy development.</p>
<p>The Assistant Director of Nursing (Education) works</p>	<p>4. Undertakes career counselling for nursing staff.</p>

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>collaboratively with the Assistant Directors of Nursing (Clinical, Research and Management) to ensure the provision of quality, cost effective nursing care.</p> <p>The Assistant Director of Nursing (Education) assumes accountability and responsibility for own actions.</p>	<ol style="list-style-type: none"> 5. Contributes to nursing staff development programs. 6. Maintains an information data base relative to education activities. 7. Promotes participative decision-making within the education stream. 8. Provides educational leadership to staff. 9. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies. 10. Represents nurse educators at the executive nursing level. 11. Functions as an executive member of the nursing team. 12. Participates in recruitment and selection of staff. 13. Engages in financial management and budgetary control of educational resources. 14. Deputises for Director of Nursing when required. 15. Co-ordinates educational research.

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - RESEARCH

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>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.</p> <p>Assistant Director of Nursing (Research) will work collaboratively with Assistant Directors of Nursing Clinical, Management and Education to:</p> <ul style="list-style-type: none"> - improve the quality of nursing care through practice- oriented research. - ensure cost effective delivery of health care based on research. - monitor the standards of quality care. <p>The Assistant Director of Nursing (Research) assumes accountability and responsibility for own actions.</p>	<ol style="list-style-type: none"> 1. Initiates nursing research projects. 2. Promotes the funding and conduct of nursing research within the health facility. 3. Acts as expert consultant on nursing research and contributes to policy development. 4. Supervises and co-ordinates nursing research projects. 5. Represents nursing on the ethics committee. 6. Establishes policies and guidelines for nurse researcher in line with ethics committee recommendation. 7. Ensures patient/human rights of participants in nursing research projects. 8. Ensures research is conducted in accordance with recognised ethical guidelines. 9. Implements relevant findings of nursing research. 10. Monitors risk-benefit implications of nursing research

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
	<p>projects.</p> <p>11. Documents and disseminates research findings.</p> <p>12. Promotes participative decision-making within the research stream.</p> <p>13. Provides effective leadership and support for nurses involved in research.</p> <p>14. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.</p> <p>15. Represents nurse researchers at executive nursing level.</p> <p>16. Functions as a member of the executive nursing team.</p> <p>17. Participates in recruitment and selection of staff.</p> <p>18. Participates in staff development programs.</p> <p>19. Deputises for Director of Nursing, when required.</p>

LEVEL 5 - DIRECTOR OF NURSING

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Director of Nursing means an employee appointed as such, who is a Registered Nurse</p>	<p>1. Promotes and co-ordinates the nursing division for the delivery of high quality care.</p>
<p>The Director of Nursing has responsibility for strategic planning and decision-making relating to the nursing service.</p>	
<p>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 planing strategies to ensure that the health facility meets the changing needs of Patients/clients.</p>	<p>2. Represents the nursing divisions, its philosophies and objectives.</p>
<p>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</p>	<p>3. Provides overall budgetary management of the nursing division.</p>
<p>Required to formulate policies and strategic plans for staff</p>	<p>4. Functions as a member of the executive management team.</p>
<p>And organisational development within the nursing service.</p>	<p>5. Represents the interest of nursing to the Regional Health Authority.</p>
<p></p>	<p>6. Demonstrates leadership of the nursing service in line with developed philosophies, policies, objectives and goals of the nursing service and the health unit.</p>
<p></p>	<p>7. Engages in strategic planning and decision-making in conjunction with senior nursing personnel.</p>
<p></p>	<p>8. Promotes a high standard of nursing practice.</p>
<p></p>	<p>9. Promotes participative decision-making and decentralisation of operation.</p>

Dated 8 April 2003.

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

Operative Date: 2 June 2003