

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**NURSES' AGED CARE AWARD - STATE 2005**

Following the Award Reprint Correction of Error dated 1 March 2012, the Nurses' Aged Care Award - State 2005 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 Nurses' Aged Care Award - State 2005 as at 1 September 2011.

Dated 1 March 2012.

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

**NURSES' AGED CARE AWARD - STATE 2005**

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**1.1 Title**

This Award is known as the Nurses' Aged Care Award - State 2005.

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### **1.3 Coverage**

This Award applies to nursing employees in the private sector (non-governmental) employed in the industry of aged care including Aged Care Residential Facilities including Nursing Homes, Hostels, Retirement Villages and aged care respite centres in the State of Queensland.

### **1.4 Exemption from coverage of Award**

Employees of the Government of Queensland, members of religious orders, or those covered by any other Award are exempt from the provisions of this Award.

### **1.5 Date of operation**

This Award takes effect from 19 December 2005.

## **1.6 Definitions**

### *1.6.1 Classification of employees*

The following definitions of classifications of nursing employees 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 3, 4 and 6 respectively, of this Award. This Award contains generic level statements for each level of nurse outlining the range of responsibilities which may be expected at that level.

- (a) "Assistant Director of Nursing" means a Registered Nurse Level 4 appointed as an Assistant Director of Nursing who is placed in control of a section of an Aged Care Residential Facility and/or who may be required to act as or relieve a Director of Nursing as defined in clause 1.6.1.
- (b) "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 Enrolled Nurse.
- (c) "Director of Nursing" means a Registered Nurse Level 5, appointed as a Director of Nursing, who has charge of the nursing staff and who may also be required to supervise other staff (including domestic staff).
- (d) "Enrolled Nurse" means an employee:
  - (i) who is enrolled under the Nursing Act 1992 as an Enrolled Nurse; and
  - (ii) who is subject to the regulations and/or by laws of the Queensland Nursing Council who holds an annual licensing certificate as such.
- (e) "Hostel Supervisor" means a Registered Nurse Level 3 or 4 appointed as a Hostel Supervisor who has operational responsibilities for a Hostel as defined in clause 1.6.2. The level of the Hostel Supervisor shall be determined with reference to the generic level statements at Schedule 5 to be used in conjunction with the Hostel Supervisor grading tool (when developed in accordance with the timeframe set out in clause 1.7).
- (f) "Night Supervisor" means a Registered Nurse, appointed as a Night Supervisor, who is required to supervise an Aged Care Residential Facility during a period of night duty and as a consequence, is paid the appropriate allowance.
- (g) "Registered Nurse" means an employee who is:
  - (i) registered under the Nursing Act 1992 as a Registered Nurse; and
  - (ii) who is subject to the regulations and/or by-laws of the Queensland Nursing Council and who holds a current practicing certificate.
- (h) "Registered Nurse Level 2" means a Registered Nurse, appointed as such, and whose input into more complex care needs provides support and direction to Registered Nurses and/or other personnel.
- (i) "Registered Nurse Level 3" means a Registered Nurse appointed as such and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of areas of responsibility include management, research, education, clinical.
- (j) "Registered Nurse Level 4" see Assistant Director of Nursing.
- (k) "Registered Nurse Level 5" see Director of Nursing.

### *1.6.2 Places of employment*

- (a) "Aged Care Residential Facility" means a facility for the care of aged people providing residential care as defined by the Aged Care Act 1997 (Cth).
- (b) "Nursing Home" means an establishment pursuant to the Health Act 1937.
- (c) "Hostel" means an aged care facility as defined by the Health Act 1937 provided that such facility need not be licensed under that Act.
- (d) "Retirement Village" means a premises not being a Hostel or Nursing Home as previously defined, conducted or promoted as suitable for the use (exclusively or primarily) by elderly or retired persons pursuant to the Retirement Villages Act 1999.

- (e) "Respite Care" means care not being an integral part of an Aged Care Residential Facility, Retirement Village or private hospital where care is provided on a daily or occasional basis and which may also provide therapeutic facilities.

### 1.6.3 *General*

- (a) "Act" means the Industrial Relations Act 1999 as amended or replaced from time to time.
- (b) "Authorised Representative" means a person authorised in accordance with the rules of the Queensland Nurses' Union of Employees.
- (c) "Award" means the Nurses' Aged Care Award - State 2005.
- (d) "Course of Instruction" means the Certificate III in Residential Aged Care and shall include the minimum training requirements. The term also means any other Course of Instruction approved by the State Training Council that replaces Certificate III in Residential Aged Care.
- (e) "Commission" means the Queensland Industrial Relations Commission.
- (f) "Employer" bears the meaning given to that term in the Act.
- (g) "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.
- (h) "Supervision" means direct and indirect Supervision.
  - (i) Direct Supervision occurs where an appropriately qualified person observes, works with or directs the trainee in their actual work.

Indirect Supervision occurs when an appropriately qualified person instructs the trainee in their actual work and evaluates the outcomes of the trainees actual work.
- (i) "Union" means the Queensland Nurses' Union of Employees.

## **1.7 Leave reserved**

### 1.7.1 *Hostel Supervisors*

- (a) The parties to this Award shall develop a Hostel Supervisor grading tool within 8 months from the operative date of the Award:

Provided that should the parties be unable to develop a grading tool within the timeframe specified in clause 1.7.1(a), leave is open to any party to refer the issue back to the Commission pursuant to matter No. B1555/96 and the Act.
- (b) Leave is reserved to any party to this Award to pursue the issue of Hostel Supervisors being classified at Registered Nurse Level 5.

### 1.7.2 *Enrolled Nurses*

The parties to this Award shall review the Enrolled Nurse classification within 6 months of the operative date of this Award.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each

enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an Employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

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

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.

- 3.1.1 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.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, 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.
- 3.1.3 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 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a 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 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, 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.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 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 Consultation**

- 3.2.1 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.

3.2.2 At each workplace, 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 workplace. Measures raised by the Employer, employees or the Union for consideration consistent with the objectives of clause 3.2.1 shall be processed through that consultative mechanism and procedures.

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

### **4.1 Employment categories**

#### *4.1.1 Full-time employee*

A full-time employee means an employee engaged by the week (38 hours) in accordance with the provision of this Award.

#### *4.1.2 Part-time employee*

- (a) A part-time employee means an employee who is engaged as such and who is employed for less than 76 hours per fortnight and more than 16 hours per fortnight.
- (b) A part-time employee must be paid for a minimum of 3 hours on any day where work is performed.
- (c) Part-time employees shall be paid at an hourly rate equal to 1/38th of the weekly rate prescribed by the Award for the classification under which they are engaged.
- (d) A part-time employee is entitled to pro rata annual leave, sick leave, long service leave and bereavement leave.
- (e) Public holidays shall be paid on the same basis as full-time employees for all public holidays on which the employee would have otherwise worked on a proportionate basis calculated on the ordinary hours.
- (f) The hours of duty for part-time employees shall be worked in accordance with a roster which may be amended from time to time to suit the exigencies of the Aged Care Residential Facility.
- (g) In the event of changed dependency of residents which makes it necessary for the Employer to reduce the working hours of part-time employees, the Employer may reduce the working hours of part-time employees provided that the proper notice is given to the employees.
- (h) The Employer must provide one week's notice to an employee who has completed one year's service and a further week for each subsequent year of service. However, no Employer is required to give more than 4 weeks' notice of the intended reduction in working hours.

#### *4.1.3 Casual employee*

A casual employee means an employee who is engaged as such for not more than 76 hours per fortnight with a minimum payment as for 2 hours' work in respect of each engagement.

The rate of payment to casual employees shall be 1/76th of the fortnightly wage for the classification in which they are engaged plus an additional 23% per hour and the pro rata payment of any allowance applicable pursuant to clause 5.4 based upon the number of hours worked in relation to a 38 hour week.

The casual loading shall not be compounded by penalties contained within this Award. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added on to the penalty rate of pay.

#### *4.1.4 Contract at time of employment*

All full-time and part-time employees, at the time of engagement, shall be issued with a written statement clearly indicating their type of employment contract.

In the case of part-time employees, the statement shall include the anticipated number of hours per fortnight that the employee is required to work.

### **4.2 Termination of employment**

#### *4.2.1 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.

#### 4.2.2 *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 clause 4.2.2(a), 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 clause 4.2.2 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) A casual employee will be entitled to one hour's notice.

(g) Annual leave shall not be deemed to form part of the notice period for the purpose of this provision.

#### 4.2.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week or forfeiture of wages in lieu thereof except in the case of a casual employee when such notice shall be one hour.

#### 4.2.4 *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.

### **4.3 Introduction of changes**

#### 4.3.1 *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.

#### 4.3.2 *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 4.3.1.
- (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 an Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

### **4.4 Redundancy**

#### 4.4.1 *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 4.4.1(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 an Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

#### 4.4.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.4.1(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 4.2.
- (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.

#### 4.4.3 *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 (transmitter) to another Employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter 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 transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

- (b) In clause 4.4.3, "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.

#### 4.4.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.4.1, 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.

#### 4.4.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.4.1, 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.

#### 4.4.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.2.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.4.1(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.

#### 4.4.7 *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.

#### 4.4.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.4.1(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.

#### 4.4.9 *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.

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

Clause 4.4 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.

#### 4.4.11 *Employees exempted*

Clause 4.4 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to casual employees.

#### 4.4.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.4 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.

#### 4.4.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.4.6 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 4.4.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.4.14 *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.

#### **4.5 Anti-discrimination**

4.5.1 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.

4.5.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to the Award must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.5.3 Nothing in clause 4.5 is to be taken to affect:

- (a) Any different treatment (or treatment having different effects) 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.

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

4.6.1 An Employer may require an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award:

Provided that such duties are not designed to promote deskilling.

4.6.2 An Employer may require an employee to carry out such duties and use such resources and equipment as may be required:

Provided that the employee has been trained in the use of such resources and equipment.

4.6.3 Any such requirement of an Employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment and shall take into consideration the effect on workloads and infection control.

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

#### **5.1 Ordinary rates of pay**

5.1.1 *Classification structure and rates of pay*

- (a) The commencement of this Award introduces new classifications and rates of pay.
- (b) Existing employees are to be translated to this new classification structure in accordance with Schedule 6.
- (c) The classification of new employees will be consistent with the generic level statements in Schedules 2, 3, 4 and 5.
- (d) The interim classification of Assistant Nurse Level 1.3 will cease to exist after 3 years on 6 March 2006. The interim classifications of Enrolled Nurse Level 1.3(a) and Enrolled Nurse Level 1.3(b) will cease to exist after 18 months on 6 September 2004.

5.1.2 The following wage rates apply to employees covered by this Award:

Classification	Per fortnight \$
(a) Assistant Nurse	
Assistant Nurse Entry Level	1,320.60
Assistant Nurse Level 1.1	1,363.00
Assistant Nurse Level 1.2	1,384.70

Classification	Per fortnight \$
Assistant Nurse Level 1.3	1,151.00
Assistant Nurse Level 2.1	1,410.40
Assistant Nurse Level 2.2	1,432.00
Assistant Nurse Level 3	1,475.10
 (b) Enrolled Nurse	
Enrolled Nurse Level 1.1	1,514.20
Enrolled Nurse Level 1.2	1,535.70
Enrolled Nurse Level 1.3(a)	1,259.90
Enrolled Nurse Level 1.3(b)	1,280.00
Enrolled Nurse Level 2.1	1,578.70
Enrolled Nurse Level 2.2	1,600.40
 (c) Registered Nurse Level 1	
Registered Nurse Level 1.1	1,625.90
Registered Nurse Level 1.2	1,730.20
Registered Nurse Level 1.3	1,834.60
Registered Nurse Level 1.4	1,930.90
 (d) Registered Nurse Level 2	
Registered Nurse Level 2.1	2,017.10
Registered Nurse Level 2.2	2,087.40
 (e) Registered Nurse Level 3	
Registered Nurse Level 3.1	2,191.90
Registered Nurse Level 3.2	2,270.10
 (f) Registered Nurse Level 4	
Grade 1	2,478.90
Grade 2	2,631.10
Grade 3	2,783.50
 (g) Registered Nurse Level 5	
Grade 1	2,478.90
Grade 2	2,609.40
Grade 3	2,783.40
Grade 4	2,957.60

### 5.1.3 *Safety net adjustment*

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 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, 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.

### 5.1.4 *Progression within classification levels*

- (a) Subject to the provisions of clause 5.1 an employee shall progress to the next pay point upon completion of 1976 hours.
- (b) If following the completion of a performance appraisal by a suitably qualified person on behalf of the Employer, the Employer has a specific concern about the performance of an employee, the Employer will provide advice to the employee of the specific concern and measures by which the employee can address the specific concern.
- (c) In the event of clause 5.1.4(b) the Employer may prevent the employee from moving to the next pay point.
- (d) No employee shall be prevented from moving to the next pay point for a period in excess of 3 calendar months.

5.1.5 In addition to the provisions of clause 5.1.4 above the following will apply to specific classifications:

(a) Assistant Nurse

- (i) An Assistant Nurse possessing a Certificate III in Aged Care and 12 calendar months (1976 hours) experience shall be appointed to at least Assistant Nurse Level 2.1.
- (ii) An Assistant Nurse will only move to Level 3 by appointment.

(b) Enrolled Nurse

An Enrolled Nurse possessing an endorsement to administer medications and possessing 12 calendar months' (1976 hours) experience shall be appointed to at least Enrolled Nurse Level 2.1.

(c) Registered Nurse

- (i) A Registered Nurse shall be appointed to Level 1, 2, 3, 4 or 5. A Registered Nurse Level 1, 2 or 3 shall move to the next highest pay point in that level upon completion of 1976 hours of service.

(ii) Accelerated advancement

A Registered Nurse Level 1 shall be entitled to advance one pay point upon 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.

(iii) Registered Nurse Level 4

The relevant grade (except that for Hostel Supervisor Level 4) for a Registered Nurse Level 4 shall be determined according to the following criteria:

- (A) Level 4 - Grade 1 - Where the Director of Nursing is graded as a Grade 1 or Grade 2.
- (B) Level 4 - Grade 2 - Where the Director of Nursing is graded as a Grade 3 or Grade 4.
- (C) Level 4 - Grade 3 - Where the Director of Nursing is graded as a Grade 5 or Grade 6.

## 5.2 Total experience to count

- 5.2.1 For the purpose of determining the rate of wages payable, an employee shall be given credit for all previous continuous nursing service.
- 5.2.2 Previous service shall include time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate.
- 5.2.3 In calculating continuous nursing service for the purpose of clause 5.2, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing Award or relevant nursing agreement shall not be taken into account.
- 5.2.4 An employee working less than 376 hours of service per year may undertake an assessment, approved by the Employer and the Union, to retain the employee's current years of service classification.
- 5.2.5 On termination of employment each employee shall be given a certificate signed and dated setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in pay point pursuant to clause 5.1 and in the instance of part-time and casual employees, the total hours worked.
- 5.2.6 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.
- 5.2.7 Any employee unable to provide proof of previous experience within 4 weeks of engagement 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. Wages shall continue at this rate of pay until proof of previous experience is provided to the Employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be

paid at that rate of pay until such time as further 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.

5.2.8 Subject to proof of previous experience being provided within 4 weeks, the Employer shall adjust previous payments back to the date of commencement.

5.2.9 The employee may seek co-operation from the Union to assist the employee to obtain or establish such proof of previous experience still outstanding.

### **5.3 Occupational superannuation**

5.3.1 In addition to the rates of pay prescribed by clause 5.1.2 all employees shall be entitled to occupational superannuation provisions as prescribed in clause 5.3.

#### *5.3.2 Definitions*

(a) "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.

(b) "Contributory Wage" means:

(i) the ordinary fortnightly rate of pay applicable to each employee's classification; or

(ii) the fortnightly rate of pay prescribed by clause 5.1.2; or

(iii) the hourly rate of pay for part-time employees as prescribed by clause 4.1.2; or

(iv) the hourly rate of pay for casual employees as prescribed by clause 4.1.3.

(c) "Eligible Employee" means any employee who has been employed by the Employer during 4 consecutive weeks. On completion of the above qualifying period, superannuation contributions shall be made retrospectively to the commencement of that period.

#### *5.3.3 Freedom of choice*

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 the employee wishes the Employer to contribute the amount specified in clause 5.3.4.

#### *5.3.4 Contributions*

(a) 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 wage, into an approved superannuation fund, as defined in clause 5.3.2. Each such payment of contributions shall be rounded off to the nearest 10 cents:

Provided that where an employee is absent and in 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%:

(b) Provided that in any instance where the amount as calculated above represents less than \$5.00 per fortnight no contribution will be payable by the Employer:

(c) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no Employer shall not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

5.3.5 The obligation upon an Employer to make occupational superannuation contributions under clause 5.3 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 5.3.

#### *5.3.6 Cessation of contributions*

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

## 5.4 Allowances

### 5.4.1 Divisional and district parities

For the purposes of this Award, the divisions and districts into which the State is divided in relation to the payment of divisional parities and district allowances shall be as follows:

#### (a) 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of 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 by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by sea-coast northerly to the point of commencement.

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

#### (b) Districts

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.

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 by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District - the remainder of the Southern Division.

### 5.4.2 District allowances

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.1 for employees employed within that district:

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

### 5.4.3 Weekend work - extra payment (other than Levels 4 and 5 Registered Nurse)

- (a) All time worked up to and including 8 hours in any one duty period or 10 hours (where agreement is reached), between midnight Friday and midnight Saturday shall be paid at the rate of time and a-half.
- (b) All time worked up to and including 8 hours in any one duty period or 10 hours (where agreement is reached), between midnight Saturday and midnight Sunday shall be paid at the rate of time and three-quarters.

### 5.4.4 Afternoon and night duty - extra payment (other than Levels 4 and 5 Registered Nurse)

- (a) For the purpose of clause 5.4.4 an afternoon shift is a shift other than a night shift as defined herein, that commences on or after 12 midday.

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

- (b) 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.

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

- (c) The afternoon and night shift allowances in clauses 5.4.4(a) and 5.4.4(b) do not apply to shift work performed on Saturday or Sunday when extra payment for weekend work in accordance with clause 5.4.3 applies.

#### 5.4.5 *Uniforms and uniform allowance*

Where the Employer requires an employee to wear a uniform, the Employer shall supply free of charge a designated uniform of a suitable type or design; or in lieu thereof pay an allowance of \$159 per annum payable on a pro rata basis each pay day.

Uniforms shall be laundered by the Employer or an allowance be paid of \$3.70 per fortnight which is not payable on annual leave.

Where an Employer supplies a uniform to an employee, subsequent issue shall be on an as needs basis.

#### 5.4.6 *Night supervisor allowance*

- (a) A Registered Nurse who is required to undertake the duties of Night Supervisor shall be paid an additional amount per night whilst so engaged of \$9.45 per night.
- (b) Employees who prior to the making of this Award were receiving a Night Supervisor allowance of \$8.25 per night will not have that allowance reduced as a consequence of the operation of clause 5.4.6.

#### 5.4.7 *Sleep-over*

- (a) Where an employee is required to sleep over night on the Employer's premises, for a period not exceeding 8 hours, an amount of \$7.98 shall be paid in addition to payment at the appropriate overtime rate should the employee's night sleep be interrupted.
- (b) Payment shall be made at the rate of a minimum of 30 minutes, however should the employee's involvement in the interruption exceed 30 minutes, then the payment will be made for the duration of the interruption.
- (c) In addition to the sleep-over allowance, the employee will be provided with a minimum of 4 hours work to be completed immediately prior to or after the 8 hours sleep-over duration.

#### 5.4.8 *Part-time and casual employees pro rata allowance*

Unless otherwise specified, part-time and casual employees shall be entitled to any allowances applicable based pro rata on the number of hours worked in relation to 76 hours in any fortnight.

### **5.5 Payment of wages**

5.5.1 (a) Wages shall be paid fortnightly unless otherwise mutually agreed between the Employer and employee.

- (b) Subject to clause 5.5.1(a), when the notice of termination of employment has been given by the employee, or an employee's services have been terminated by the Employer, payment of all wages and other monies due shall be made to the employee within 2 bank working days following the termination.
- (c) All wages shall become payable no later than at the end of work on the second normal working day (as in a Monday to Friday week) following the completion of a fortnightly roster-period. Should public holiday/s occur during the 2 working days following the completion of a fortnightly roster period, payment of wages may be delayed no longer than the period of such public holidays.
- (d) The payment of wages may be by cheque or electronic funds transfer, subject to agreed guidelines, which ensure reasonable geographic access for staff to their wages on payday.

### **5.6 Special/higher classification of work**

5.6.1 Where an employee is instructed to perform duties or relieve another employee, for which a higher rate of pay is prescribed in this Award, and the duration of relieving work is one week (7 days) or more, the relieving employee will be paid the higher rate for the duration of the relieving duty.

5.6.2 Any Registered Nurse who is not permanently on the staff of an Aged Care Residential Facility and is 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 that employee is relieving.

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

### **6.1 Hours of work**

#### *6.1.1 Ordinary hours (other than Levels 4 and 5 Registered Nurse)*

- (a) Subject to clause 6.1.6, and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 hours per week, to be worked on the following basis:

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

Provided that, if there are compelling reasons to do so, the 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.

- (b) The ordinary hours of work herein shall be worked continuously within a designated spread of 12 hours, except for meal breaks, such designated 12 hours being between 6.00 a.m. and 6.00 p.m.
- (c) The ordinary starting and finishing times of an employee or employees may be staggered provided that there is agreement between the Employer and the employees and/or a majority of employees directly affected.
- (d) The ordinary hours of work for the purpose of this clause 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.

#### *6.1.2 Roster*

- (a) A fortnightly roster setting out the employees' periods of duty and the starting and finishing times of such periods shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each fortnight.
- (b) A roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency.
- (c) Unless the Employer otherwise agrees, an employee desiring to change roster shall give the Employer 7 days' notice of desired roster change except where the employee is ill or in an emergency.

#### *6.1.3 Rest day*

- (a) Employees working the hours prescribed by clause 6.1 shall be allowed 4 rest days (rostered days off) during each 14 days. Each rostered day off shall consist of a continuous period of 24 hours, which where practicable shall include from midnight to midnight.
- (b) All full-time and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work 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 6.1.5 has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

#### *6.1.4 Broken duty periods*

Where practicable, no broken duty periods shall be worked. However, when such broken duty periods are necessary, a total of 8 hours shall only be worked over 2 duty periods and shall be worked within a spread of 12 hours, of 2 equal duty periods of 4 hours each, or a period of 5 hours and 3 hours.

Broken duty periods shall only be worked where there is mutual agreement between the Employer and employee. Where broken duty periods are a regular feature of staff rosters, the Union and Employer association must be notified.

#### 6.1.5 *10 hour breaks between duty*

- (a) Employees shall be allowed a break of not less than 10 hours between the termination of one duty period and the commencement of another duty period:

Provided that in lieu thereof, such break shall not be less than 8 hours in any of the following circumstances:

- (i) to permit changes of shift rosters;
  - (ii) in any other case agreed upon by the employee and the Employer.
- (b) Where agreement has been reached between the Employer and the employee to reduce the 10 hours break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of resident care are not reduced nor are the principal priorities associated with nursing care affected.

#### 6.1.6 *Implementation of 38 hour week*

Subject to clause 6.1.7:

- (a) The 38 hour week shall be implemented by granting employees an accrued day off on the following basis:
  - (i) 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
  - (ii) by fixing one or more work days on which all employees will be off during a particular work cycle.
- (b) When the ordinary work cycle provides for an accrued day off, the accrued day off shall not fall on a public holiday. The Employer and employee shall, by mutual agreement, arrange for an alternative accrued day off.
- (c) 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.
- (d) Consent to accumulate accrued days off shall not be unreasonably withheld by either the Employer or the employees. Where agreement is reached to defer or accumulate accrued days off, payment for work on accrued days off will be at ordinary rates.
- (e) Where agreement in clause 6.1.6(d) has been reached, the accumulated accrued days off shall be taken within 12 calendar months from the date of the entitlement to the first accrued day off.
- (f) Subject to, and in accordance with the 12 calendar month requirement in clause 6.1.6(e), an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave, but such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.
- (g) Subject to clause 6.1.7, and where there are compelling reasons to do so, different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the facility concerned.

#### 6.1.7 *38 hour week - procedures for work area level discussions*

- (a) 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.
- (b) 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 6.1.6.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) Following consultation with the Employer, if an employee or group of employees in a particular facility wish to work the 38 hour week in a manner other than specified in clause 6.1.6 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 6.1.

- (e) 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 3.1 with the Commission to have the ability to determine the actual method of working hours, based upon the submissions put to it.
- (f) After implementation of the 38 hour week, upon giving of a period of notice equivalent to the roster cycle currently worked, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, provided that the abovementioned steps have been complied with.

## **6.2 Meal breaks**

### *6.2.1 Timing and duration*

- (a) All employees who work at least 6 hours on any one day shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour which will be taken between the 4th and 6th hour after commencing work.
- (b) Where an employee is required to work during a meal break and continuously thereafter they shall be paid at the rate of double time until released from duty for a meal break.

### *6.2.2 Meal breaks - employees (Registered Nurse Levels 1, 2 and 3, Enrolled Nurse and Assistant Nurse) on duty*

- (a) The meal break for nurses on duty shall be taken at a time not to affect the continuity of work.
- (b) Where an employee is required to remain on the premises during the meal break whilst engaged on duty, the employee shall be paid an allowance of \$9.61 per shift. Should the employee's meal break be interrupted by work or inquiries pertaining to work, then the meal break should be paid at the appropriate overtime rate.

## **6.3 Rest pauses**

- 6.3.1 All employees who work at least 4 hours on any day shall be entitled to a rest pause of 10 minutes' duration in the Employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- 6.3.2 The Employer may substitute in lieu of the foregoing, after having regard to the employees' health and welfare as well as taking to account peak workload periods, one rest pause of 20 minutes in the first part of the working day.

## **6.4 Overtime (other than Levels 4 and 5 Registered Nurse)**

### *6.4.1 Overtime entitlement*

- (a) For all authorised overtime worked in excess of rostered ordinary hours of work Monday to Saturday inclusive, payment shall be made at the rate of time and a-half for the first 3 hours and double time thereafter.
- (b) For all authorised overtime worked on a Sunday, payment shall be made at the rate of double time.
- (c) For all authorised overtime worked on a public holiday, payment shall be made at the rate of double time and a-half.
- (d) Part-time employees shall be entitled to overtime in accordance with clause 6.4.1:

Provided that the ordinary working hours for part-time employees shall be as prescribed in clause 4.1.2.

### *6.4.2 Time off in lieu*

- (a) 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:
  - (i) the first 3 hours of overtime in any one fortnight may be taken as the rate of time worked for time taken.
  - (ii) 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.
  - (iii) should overtime in excess of 3 hours be consecutively worked on any one engagement, such overtime in excess of 3 hours shall be taken at or paid at the rate of double time.

(b) An employee shall be required to clear accumulated time off in lieu within and no later than 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 by either party under any circumstances.

#### 6.4.3 *Banking arrangements*

- (a) 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 clause 6.4.2.
- (b) The Employer shall pay the employee's salary as if the employee worked ordinary hours during such time off.
- (c) Where an employee takes time off in accordance with clause 6.4.2, the Employer shall offer the employee reasonable opportunities to make up the period of time off in accordance with clause 6.4.3 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.

#### 6.4.4 *Meals and overtime*

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

#### 6.4.5 *Breaks between shifts after overtime*

- (a) An employee who works so much overtime between the termination of their ordinary work on 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 6.4.5, 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.
- (b) The provisions of clause 6.4.5 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:
  - (i) to permit changes of shift rosters; or
  - (ii) in any other case agreed upon by the Employer and the majority of employees and if requested the Union.

### **6.5 On-call (other than Levels 4 and 5 Registered Nurse)**

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

6.5.2 An employee rostered to be on-call shall receive an additional amount as follows:

- (i) \$20.29 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) \$32.97 for each 24 hour period or part thereof when the on-call period is on a Saturday; Sunday, public holiday or on the employee's rostered day off.

6.5.3 Payment shall be calculated by reference to that allowance specified in clause 6.5.2 applicable to the calendar day on which the major portion of the on-call period falls.

6.5.4 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 6.5.2. A minimum payment of 3 hours at the appropriate overtime rate shall be paid, provided that, except in the case of 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.

- 6.5.5 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.
- 6.5.6 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 aged care facility, or shall be refunded the cost of such transport.
- 6.5.7 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 6.5.7 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.
- 6.5.8 An employee on-call who usually lives out and who is required to remain on close call within the aged care facility precincts shall be provided free of charge with board and lodging, in addition to any allowance payable pursuant to this sub clause.

## **6.6 Re-call (other than Levels 4 and 5 Registered Nurse)**

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

- 6.6.1 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.

- 6.6.2 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 and any associated duty is completed within a shorter period.
- 6.6.3 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 aged care facility or shall be refunded the cost of such transport.

- 6.6.4 The provisions of clause 6.4.5 shall not apply when an employee has actually worked less than 2 hours on one or more call outs.

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

### **7.1 Annual leave**

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

- (a) Not less than 6 weeks 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 5 weeks in any other case.
- (c) 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.

#### *7.1.2 Notice of annual leave*

- (a) 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.
- (b) All annual leave shall be taken at a time to suit the administration of the aged care facility, but in exercising its discretion the administration shall give reasonable consideration to the preference of the employee.

### 7.1.3 *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 one week's duration.

However, up to one week of each year's annual leave entitlement may be taken daily. Unless otherwise agreed between the Employer and employee, at least 7 days' notice of daily leave shall be given.

### 7.1.4 *Payment of wages when employee is proceeding to annual leave*

- (a) Where an employee is proceeding to annual leave of more than one week's 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 the employee's pay is made customarily by electronic transfer, any adjustment that is necessary will be made at the next regular pay transfer.

### 7.1.5 *Less than 12 months continuous shift work completed*

An employee who is not a continuous shift worker but has worked as a continuous shift worker for a portion of the 12 months prior to taking annual leave or who having worked as a continuous shift worker resigns before the completion of 12 months' service, shall be entitled to additional annual leave on a pro rata basis on the terms below, in respect of the period of work performed as a continuous shift worker:

Provided that the following minimum number of each of the 3 types of shift have been worked:

- (a) up to and including 3 months' service - no entitlement;
- (b) from 3 months and up to but not including 6 months' service - 5 of each shift to be worked;
- (c) from 6 months and up to but not including 9 months' service - 10 of each shift to be worked;
- (d) from 9 months and up to but not including 12 months' service - 15 of each shift to be worked.

### 7.1.6 *Calculation of annual leave pay*

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

The employee's ordinary wage rate, as prescribed in clause 5.1, for the period of the annual leave (excluding shift premiums and weekend penalty rates); plus:

- (i) Night supervisors allowance, if applicable; plus
  - (ii) uniform allowance.
- (b) Together with a further 17.5% of the amounts referred to in clause 7.1.6(a). The 17.5% additional payment shall relate to:
- (i) 5 weeks in the case of employees entitled to 6 weeks' annual leave, as set out in clause 7.1.1(a); or
  - (ii) 4 weeks in the case of employees entitled to 5 weeks' annual leave as set out in clause 7.1.1(b).
- (c) 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 employee's 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) In respect of employment on and after 1 April 1995, every employee, other than a casual employee, shall become entitled to not less than 76 hours sick leave for each completed year of employment with the Employer:

Provided that in respect of any completed period of employment of less than one year with an Employer after that date, an employee shall become entitled to 7.6 hours sick leave for each one calendar month of such period.

- (b) No part-time employee shall be entitled to paid sick leave within each year of employment exceeding the proportion of 76 hours sick pay that the employee's average weekly working hours equated to 38 hours per week.

A part-time employee's entitlement to paid sick leave shall relate to the number of hours that employee would otherwise have been rostered to work on the day or days when sick leave is taken.

### 7.2.2 *Proof of illness*

- (a) An employee claiming payment of paid sick leave for an absence through illness will provide proof of illness to the satisfaction of the Employer.
- (b) A medical certificate from a duly qualified practitioner shall only be required where the absence through illness is greater than 2 days.

### 7.2.3 *Notice to Employer*

- (a) Every employee shall provide reasonable notice to the Employer of any absence from work through illness.
- (b) 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 that employee in writing that such sick leave usage will be scrutinised from a certain date for a fixed period of 6 months.
- (c) The employee shall first be afforded an opportunity to express work-related causes considered to contribute to the sick leave patterns.
- (d) Where 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.
- (e) 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 the Union.

### 7.2.4 *Accumulation of sick leave*

- (a) 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.
- (b) Any absence from work on leave granted by the Employer shall not be taken into account when calculating the employee's period of employment; nor shall an employee's accrued sick leave entitlements, at termination or dismissal, be forfeited should the employee be re-employed by the same Employer within a period of 3 months from the date of termination or dismissal.

## 7.3 **Family leave**

The provisions of the Family Leave Award 2003 apply to and are deemed to form part of this Award.

### 7.3.1 *It is to be noted that:*

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award 2003;
- (b) a copy of the Family Leave Award 2003 is required to be displayed in accordance with section 697 of the

Act.

7.3.2 The Family Leave Award 2003 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.

## **7.4 Bereavement leave**

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

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

### *7.4.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2.

### *7.4.3 "Immediate family" includes:*

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

### *7.4.4 Unpaid leave*

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

## **7.5 Long service leave**

All employees covered by this Award shall be 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 Study leave**

7.6.1 Where a full-time employee is completing an approved course of post-basic study and it is considered appropriate by the Employer, up to one week of half-pay study leave may be granted. Half-pay, for the purpose of clause 7.6.1 is 50% of the ordinary rate of pay payable to the employee or the Queensland Minimum Wage, whichever is the greater. Pro rata payment may be granted to part-time employees.

7.6.2 Additional unpaid study leave may be granted by the Employer.

7.6.3 Where an employee is receiving paid study leave, there is no obligation on the Employer to provide paid In-service Training or education for that employee.

## **7.7 Public holidays**

7.7.1 (a) All work performed by a full-time or part-time employee on:

- January;
- 26 January;
- Good Friday;



- Easter Monday;
- 25 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 shall be paid for at the rate of time and a-half.

- (b) A full-time or 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 have otherwise have been worked on that day.

#### 7.7.2 *Labour Day*

- (a) All full-time and part-time employees 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 day) irrespective of the fact that no work may be performed on that day. However, should an employee work on that day, in addition to a full day's wage, the employee shall be paid for all time worked at the rate of time and a-half, with a minimum of 4 hours, except in the case of night duty where the work commenced on Labour Day continues after midnight.
- (b) Should Labour Day occur during an employee's period of annual leave another day on full pay shall be added to the employee's annual leave.
- (c) Should Labour Day occur on an employee's rostered day off duty, the employee shall be paid an additional day's pay, or shall be granted a day's leave on full pay at a time mutually arranged between the Employer and employee.

#### 7.7.3 *Annual show*

- (a) All work completed by an employee in a district specified from time to time by the Minister by notification published in the 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 except in the case of night duty where the work commenced on show day continues after midnight:

Provided that 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 this paragraph shall apply to the day so substituted.

- (b) Should show day occur during an employee's period of annual leave another day on full pay shall be added to the employee's annual leave.
- (c) Should show day occur on an employee's rostered day off duty, the employee shall be paid an additional day's pay, or shall be granted a day's leave on full pay at a time mutually arranged between the Employer and the employee.

#### 7.7.4 *Easter Saturday*

- (a) Full-time and part-time employee's whose ordinary hours of work are regularly worked between Monday to Friday inclusive shall not be entitled to extra payments or benefits provided in clause 7.7.4.
- (b) Should Easter Saturday occur during a full-time or part-time employee's period of annual leave and the employee has been regularly rostered to work over a 14 day period, including Saturdays, the employee shall have another day, on full pay, added to the employee's annual leave period.
- (c) Should Easter Saturday occur on a full-time or part-time employee's rostered day off duty, and the employee has been regularly rostered to work over a 14 day roster period, including Saturdays, the employee shall be paid an additional day's pay, or shall be granted a day's leave, on full pay, at a time mutually arranged between the Employer and employee.
- (d) However, all full-time and part-time employees who are regularly rostered to work over a 14 day roster period, including Saturdays, shall be paid at the rate of double time and a-half, with a minimum payment for 4 hours work, except in the case of night duty where the work continues after midnight on Easter Saturday.

#### 7.7.5 *Casuals*

Casual employees shall not have an entitlement to pay or leave for public holidays. However, all work completed by a

casual employee shall be paid for at the rate of double-time and a-half.

7.7.6 A full-time or 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.

## **7.8 Jury service**

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.

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.

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.

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.

'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**

No provisions inserted in this Award relevant to this Part.

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

### **9.1 In-service training**

9.1.1 Employers may provide at least 24 hours per year paid In-service Training and/or education and each employee will be required to undertake in their own time a reciprocal period of ongoing education or research associated with the acquisition of knowledge and skills relevant to their professional commitments to geriatric nursing.

9.1.2 In-service training may include attendance at workshops/seminars devoted solely to skill related career paths, multi-skilling and broadening of tasks which employees may be expected to acquire in enhancing flexibility and the efficiency of the industry.

9.1.3 The workshop/seminars may be conducted by the Employer Associations, the Union, Employer or other organisations approved by the Employer.

9.1.4 An Employer granting an employee leave to attend such workshop/seminars is required to pay no more than the appropriate ordinary rate of wages that employee would have received otherwise for each day of attendance at the workshop/seminar. Where the duration of the workshop/seminar exceeds 4 hours, the Employer's responsibility for payment of wages may be halved, as provided for in clause 9.1.1, as a reciprocal period of time. An Employer would not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.

9.1.5 Where an employee is receiving paid study leave, there is no obligation on the Employer to provide paid In-service Training or education.

### **9.2 Traineeships - full-time and part-time**

Full-time and part-time trainees may be engaged subject to the provisions of the B585/03 - *Orders Fixing Wages and Conditions for Apprentices and Trainees*.

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

No provisions inserted in this Award relevant to this Part.

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

### **Preamble**

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

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

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

A copy of this Award shall be available in a prominent and accessible place in the workplace.

## **SCHEDULE 1 - DIRECTORS OF NURSING - GRADINGS**

### **Grade 1**

Akooramak  
Wood Street  
WARWICK QLD 4370

Allora and District Co-operative  
Cnr Herbert and Darling Streets  
ALLORA QLD 4362

Brodribb  
13 Goggs Street  
TOOWOOMBA QLD 4350

Loreto  
40 The Strand  
TOWNSVILLE QLD 4810

Mt Kooyong Convalescent Home  
JULATTEN  
VIA CAIRNS QLD 4870

Order of the Eastern Star  
59 Wellington Street  
CLAYFIELD QLD 4011

Burdeu House Aged Christians Home  
363 Gregory Terrace  
BRISBANE QLD 4000

Cedar Lodge  
38 Colville Street  
HIGHGATE HILL QLD 4101

Central and Upper Burnett Nursing Home  
46-48 Capper Street  
GAYNDAH QLD 4625

Chez-Nous  
79 Central Avenue  
INDOOROPILLY QLD 4068

Denmora  
20 Cowlshaw Street  
BOWEN HILLS QLD 4006

Epworth  
Stenner Street  
Middle Ridge  
TOOWOOMBA QLD 4350

Kinross  
5-7 Garnett Street  
CLAYFIELD QLD 4011

Penola  
7 Sugarloaf Street  
WAVELL HEIGHTS QLD 4012

St. James  
11 Royal Avenue  
WAVELL HEIGHTS QLD 4012

Salem Lutheran Rest Home  
280 Hume Street  
TOOWOOMBA QLD 4350

Stanthorpe  
14 Wallangarra Road  
STANTHORPE QLD 4380

Tara  
20 Arthur Street  
TOOWOOMBA QLD 4350

Toowoomba Garden Settlement  
Stenner Street  
TOOWOOMBA QLD 4350

Weewondilla  
44 London Road  
CLAYFIELD QLD 4011

Wesley  
129 Russel Street  
TOOWOOMBA QLD 4350

## Grade 2

Adventist Retirement Village  
Redland Bay Road  
VICTORIA POINT QLD 4163

Alchera Park  
The Crossroads  
CALLIOPE QLD 4680

Alf Popp Nursing Home  
Cnr Queen and Morning Streets  
MARYBOROUGH QLD 4650

Allambee  
Charles Street  
BRASSALL QLD 4305

Amarina  
26 Palmer Street  
WINDSOR QLD 4030

Aminya  
West Terrace  
CALOUNDRA QLD 4551

Archbishop Duhig  
85 Seville Street  
HOLLAND PARK QLD 4121

Bellevue  
16 Jackson Street  
EAGLE JUNCTION QLD 4011

Bethany Aged Christians Home  
94 Wynnum Road  
NORMAN PARK QLD 4170

Marooma  
12 Federation Street  
WINDSOR QLD 4030

Mary Potter  
Toogood Road  
WOREE QLD 4870

Mermaid Beach  
2424 Gold Coast Highway  
MERMAID BEACH QLD 4218

Mt Isa Memorial Garden Settlement  
Lucy Street  
MT ISA QLD 4825

Nambour Nursing Home  
Princess Street  
NAMBOUR QLD 4560

Nazarene  
85 Anzac Avenue  
REDCLIFFE QLD 4020

Nazareth House  
272 Wynnum North Road  
WYNNUM NORTH QLD 4178

Noel Land  
2603 Moggill Road  
PINJARRA HILLS QLD 4069

Noosa Nursing Centre  
119-123 Moorindal Street  
TEWANTIN QLD 4565

Beth Eden Aged Persons Home  
19 Bell Terrace  
GRACEVILLE QLD 4075

Bethlehem Home for the Aged  
27 Gatton Street  
CAIRNS QLD 4870

Blue Waters  
14 Brighton Terrace  
SANDGATE QLD 4017

Bowen Old Peoples Home  
West's Lane  
Queens Beach  
BOWEN QLD 4805

Bribie Island Retirement Village  
(AKA - Sir Charles Aderman)  
Foley Street  
BONGAREE BRIBIE ISLAND QLD 4507

Brig-o-doon  
117 Park Road  
YERONGA QLD 4104

Broadwaters  
508 Marine Parade  
BIGGERA WATERS QLD 4216

Buderim  
38 Clitheroe Avenue  
BUDERIM QLD 4556

Bundaleer Lodge  
100 Holdsworth Road  
IPSWICH QLD 4305

Caloundra  
Lyon Street  
CALOUNDRA QLD 4551

Carinya Home for the Aged and Nursing Home  
Mazlin Street  
ATHERTON QLD 4883

Carrington  
21 Miles Street  
CLAYFIELD QLD 4011

Central Highlands  
126 Borilla Street  
EMERALD QLD 4720

Clifford House  
63 Alexandra Road  
ASCOT QLD 4007

Clifton \*  
Norman Street  
CLIFTON QLD 4361

Colthup  
39 Thorn Street  
IPSWICH QLD 4305

Coorparoo  
45 Shakespeare Street  
COORPAROO QLD 4151

Crana  
46 Flemming Road  
HERSTON QLD 4006

North Queensland Masonic  
1 Emerald Street  
KIRWAN QLD 4810

Nubeena  
885 Ruthven Street  
TOOWOOMBA QLD 4350

Nunyarra  
69 Moray Street  
NEW FARM QLD 4005

Orana  
MacDiarmid Street  
KINGAROY QLD 4610

Palm Beach  
1350 Gold Coast Highway  
PALM BEACH QLD 4221

Paradise Lakes Nursing Centre  
360 Oxley Drive  
PARADISE POINT QLD 4216

Peninsula  
111 George Street  
KIPPA RING QLD 4021

Pioneer Gardens  
Heaps Street  
BUNDABERG QLD 4670

Pioneer  
Davey Road  
GLENELLA QLD 4740

Pioneer Nursing Home  
Sparrow Street  
LONGREACH QLD 4730

Pinjarra Lodge  
Kennedy Terrace  
PADDINGTON QLD 4064

Point Vernon Nursing Centre  
193 The Esplanade  
POINT VERNON QLD 4655

Proserpine  
37 Anzac Road  
PROSERPINE QLD 4800

Rangehaven  
Tourist Road  
TOOWOOMBA QLD 4350

Rangeview  
32 Tourist Road  
TOOWOOMBA QLD 4350

Redcliffe  
39 Baringa Street  
REDCLIFFE QLD 4019

Redland Bay  
Cnr Dart and Boundary Streets  
REDLAND BAY QLD 4165

Resthaven  
12 Quarry Street  
NORTH MACKAY QLD 4740

Crows Nest \*  
8 Grace Street  
CROWS NEST QLD 4355

Dart Memorial  
Gold Creek Road  
BROOKFIELD QLD 4069

Emmaus Aged Persons Home  
Clare Irving  
Queens Road  
NUNDAH QLD 4014

Eric Franks (Golden Age Retirement Village)  
60 Ridgeway Avenue  
SOUTHPORT QLD 4215

Fassifern Village Nursing Home  
BOONAH QLD 4310

Gracehaven Lutheran Nursing Home  
71 Dr Mays Road  
BUNDABERG QLD 4670

Gracemere Gardens  
Pland and Connigan Street  
ROCKHAMPTON QLD 4700

Helensvale  
39 Discovery Drive  
HELENSVALE QLD 4210

Herstonville  
129 Butterfield Street  
HERSTON QLD 4006

Hibernian Nursing Home  
Oyster Point Road  
SCARBOROUGH QLD 4020

Hibiscus House (Coorong)  
70 Lawrence Drive  
NERANG QLD 4223

Hillcrest  
37-43 Dudley Street  
ANNERLEY QLD 4103

Homefield  
George and Field Streets  
MACKAY QLD 4740

Huntingtower  
62 Dudley Street  
ANNERLEY QLD 4103

Janolma  
10 Holland Street  
GREENSLOPES QLD 4120

Kadimah \*  
Cedar Street  
KILLARNEY QLD 4373

Karinya  
26 Samuel Street  
LAIDLEY QLD 4341

Kedron Nursing Home  
171 Kitchener Road  
KEDRON QLD 4031

Resthaven Brookfield  
(see Dart Memorial)

River Lodge  
71 Walton Street  
SOUTHPORT QLD 4215

Riverview Gardens (Salvation Army)  
Moggill Ferry Road  
RIVERVIEW QLD 4303

Rosalie  
18 Howard Street  
ROSALIE QLD 4064

Rothwell Nursing Home  
Cnr Springdale and Carramar Streets  
ROTHWELL QLD 4020

RSLA Caboolture  
King Street  
CABOOLTURE QLD 4510

St Andrews Munro Home  
PO Box 388  
ROCKHAMPTON QLD 4700

St Aubyn's \*  
99 Alfred Street  
KINGAROY QLD 4610

Stark Avenue  
St Marys  
22 Nelson Parade  
MANLY QLD 4179

St Michaels  
68 Chermside Road  
IPSWICH QLD 4305

St Nicholas  
19 Hampstead Road  
HIGHGATE HILL QLD 4101

Scarborough  
43 North Quay  
SCARBOROUGH QLD 4020

Seahaven  
278 Brighton Road  
SANDGATE QLD 4017

Sinnamon Retirement Village  
620 Seventeen Mile Rocks Road  
SEVENTEEN MILE ROCKS QLD 4073

Southport  
84 High Street  
SOUTHPORT QLD 4215

Sunnymeade  
360 D'Aguilar Highway  
CABOOLTURE QLD 4510

Sunset Holme  
23 Rochester Terrace  
KELVIN GROVE QLD 4059

Sylvan Woods  
500 Creek Road  
MANSFIELD QLD 4122

Kelvin  
96 Herston Road  
KELVIN GROVE QLD 4059

Kewarra  
Tooloon and Kent Streets  
COOLANGATTA QLD 4225

Labrador  
474 Marine Parade  
LABRADOR QLD 4215

Lady Small Haven  
60 Allchurch Avenue  
BENOWA QLD 4217

Lillian Cooper  
411 Main Street  
KANGAROO POINT QLD 4169

Lister  
30 Barter Street  
GYMPIE QLD 4570

Lochiel  
7 Mc Lay Street  
COORPAROO QLD 4151

Logan Nursing Home  
271 Middle Road  
GREENBANK QLD 4124

Lourdes Home for the Aged  
Spring Street  
TOOWOOMBA QLD 4350

Lower Burdekin  
9A-27A Chippendale Street  
AYR QLD 4807

Madonna Villa  
17 Bonney Avenue  
CLAYFIELD QLD 4011

Malanda  
Turbull Road  
MALANDA QLD 4885

Mareeba Garden Settlement  
Mac Rae Street  
MAREEBA QLD 4880

\*Simultaneously listed on Private Hospital Nurses Award

### Grade 3

Annerley  
421 Annerley Road  
ANNERLEY QLD 4103

Autumn Lodge  
691 Logan Road  
GREENSLOPES QLD 4120

Bethany  
Ward Street  
ROCKHAMPTON QLD 4700

Beenleigh  
45 York Street  
BEENLEIGH QLD 4207

Tabeel Lutheran Home Infirmery  
Ambrose Street  
LAIDLEY QLD 4341

Toowoomba Nursing Centre  
15 Curzon Street  
TOOWOOMBA QLD 4350

Trinder Park Nursing Home  
Laurel Street  
WOODRIDGE QLD 4114

Tully and District  
Bryant Street  
TULLY QLD 4854

Villa Maria  
123 Warren Street  
FORTITUDE VALLEY QLD 4006

Warrina (Salvation Army)  
Victoria Avenue  
CHELMER QLD 4068

Wellington Park  
120 Allambee Road  
WELLINGTON POINT QLD 4160

Winston House  
50 Channon Street  
GYMPIE QLD 4570

Wongaburra  
Mt Lindsay Highway  
BEAUDESERT QLD 4285

Wooloowin  
99 Kedron Park Road  
WOOLOOWIN QLD 4030

Wynnum  
2311 Wynnum Road  
WYNNUM QLD 4178

Yallambee  
1 Esther Street  
DEAGON QLD 4017

J B Heaps  
Bourbong Street  
BUNDABERG QLD 4670

Immanuel Gardens Nursing Home  
Magnetic Drive  
BUDERIM QLD 4556

Jindalee  
Capital and Endeavour Streets  
JINDALEE QLD 4074

Lady Leone Edwards  
205-215 Ripley Road  
Flinders View  
IPSWICH QLD 4305



Berlasco Court  
150 Central Avenue  
INDOOROPILLY QLD 4068

Bethesda Caring Centre  
29 Grace Street  
CORINDA QLD 4075

Bundaberg Nursing Centre  
12 F E Walker Street  
BUNDABERG QLD 4670

Canossa  
TREBONNE  
VIA INGHAM QLD 4850

Carindale  
1121 Cavendish Road  
MT GRAVATT QLD 4122

Carpentaria Freemasons (W B Winfield)  
92-120 Mc Manus Street  
Whitfield  
CAIRNS QLD 4870

Corinya  
218 Moray Street  
NEW FARM QLD 4005

Cypress Gardens  
Gooding Drive  
CLEAR ISLAND WATERS QLD 4226

Freemasons  
60 Wakefield Street  
SANDGATE QLD 4017

Garden Settlement Pallarenda  
Cape Pallarenda  
TOWNSVILLE QLD 4810

Gold Coast Nursing Home  
40 William Street  
SOUTHPORT QLD 4215

Good Samaritan  
74 Tills Street  
CAIRNS QLD 4870

Good Shepherd Lodge  
15 McIntyre Street  
MACKAY QLD 4740

Good Shepherd  
University Road  
TOWNSVILLE QLD 4810

Hancock Nursing Home  
Whitehall Road  
EASTERN HEIGHTS QLD 4305

Hopetoun  
260 Clivedon Avenue  
CORINDA QLD 4075

Northview Heights Nursing Centre  
Davey Road  
GLENELLA QLD 4740

Pioneer Nursing Home  
Sparrow Street  
LONGREACH QLD 4730

Leamington  
55 Worendo Street  
SOUTHPORT QLD 4215

Mudgeeraba  
Old Coach Road  
MUDGEERABA QLD 4213

Mt Gravatt  
Cnr Logan Road and Sommerfield Streets  
MT GRAVATT QLD 4122

Nerang Nursing Centre  
150-152 Mylor Street  
NERANG QLD 4211

Nimbin  
7 Sargent Street  
NEW FARM QLD 4005

Palm Lodge  
424 Bowen Terrace  
NEW FARM QLD 4005

Pimpama  
Anembo Avenue  
PIMPAMA QLD 4209

Pleasantville  
66 Rodney Street  
LINDUM QLD 4178

Robert Ashton  
c/o 19 Short Street  
SOUTHPORT QLD 4215

St Martins  
304 Roghan Road  
TAIGUM QLD 4034

Salvin Park  
840 Creek Road  
CARINA QLD 4152

Sylvan Lodge  
9 Bayliss Street  
TOOWONG QLD 4066

Sundale  
Doolan Street  
NAMBOUR QLD 4560

The Chateau  
193 Moray Street  
NEW FARM QLD 4005

Villa Vincent  
2 Acacia Street  
HERMIT PARK QLD 4812

Wahroonga Retirement Village  
Wahroonga Street  
BILOELA QLD 4715

#### **Grade 4**

Canossa  
169 Seventeen Miles Rocks Road  
OXLEY QLD 4075

H M Wheller Garden Settlement  
Gympie Road  
CHERMSIDE QLD 4032

**Ungraded (Religious Order)**

St Vincent de Paul  
Dupoy Street  
MACKAY WEST QLD 4740

Lourdes Home for the Aged  
Spring Street  
TOOWOOMBA QLD 4350

**SCHEDULE 2 - GENERIC LEVEL STATEMENTS - ASSISTANT NURSE**

**1.1 Entry Level**

- 1.1.1 An employee will be engaged at this level for a period of up to 3 months. The employee has no experience or qualification in any functions/activities associated with employment in the aged care industry and undertakes training in basic workplace practices and procedures (e.g. workplace health and safety, work and document procedures and quality control/assurance).
- 1.1.2 An employee at this level performs routine duties to their level of their training in the age care industry which are simple repetitive tasks within the range of delegated or assigned. The employee would exercise minimal judgement and be working under Supervision of a Registered or Enrolled Nurse.
- 1.1.3 An employee remains at this level for a probationary period of up to 3 months. A successful completion of the probationary period is where the employee has achieved the competency/tasks required for this level.

**2.1 Assistant Nurse Level 1**

- 2.1.1 An employee at this level shall perform work above the skills of an Entry Level employee and shall have obtained proficiency necessary to perform work at this level.
- 2.1.2 An employee at this level is required to:
- (a) exercise discretion and judgement within their level of skill and training;
  - (b) receive on or off the job training or has received training;
  - (c) work under direct or indirect Supervision;
  - (d) demonstrate an understanding of standards required in the aged care industry and actively participate in the implementation of those standards;
  - (e) active involvement in, and contributes to, continuous improvement.
- 2.1.3 Indicative tasks/skills of this level, in addition to the Entry Level, may include but not be limited to the following:
- (a) provide input on observation;
  - (b) record on standard structured pro forma;
  - (c) assist in delivery of nursing care under direct or indirect Supervision;
  - (d) assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements.

**3.1 Assistant Nurse Level 2**

- 3.1.1 An employee at this level shall perform work above the skills of a Level 1 employee and perform tasks and shall have obtained proficiency and qualifications to perform work at this level.
- 3.1.2 An employee at this level is required to:
- (a) have obtained a Level III Certificate in Residential Age Care or equivalent;
  - (b) operate under direct or indirect Supervision;
  - (c) exercise discretion and judgement within their level of skill and training;

(d) demonstrate an understanding of standards required in the aged care industry;

(e) assist employees undertake structured training.

3.1.3 Indicative tasks/skills of this level, in addition to Level 1, may include but not be limited to:

(a) input into resident assessment;

(b) input into documentation using a variety of flow charts;

(c) input into orientation of staff;

(d) data collection;

(e) assist in delivery of nursing care under direct or indirect Supervision.

#### **4.1 Assistant Nurse Level 3**

4.1.1 An employee appointed to this level shall perform work above and beyond the skills of a Level 2 and shall have obtained proficiency and qualifications to perform work at this level.

4.1.2 An employee at this level is required to:

(a) have obtained a Level IV certificate in Residential Age Care or equivalent qualification or level of experience and competency;

(b) exercise discretion and decision making/responsibility within their level of skill and training;

(c) demonstrate the effective application of standards required in the age care Industry;

(d) provide on the job and In Service training as directed;

(e) work under direct or indirect supervision.

4.1.3 Indicative tasks/skills of this level, in addition to Level 2, may include but not limited to:

(a) team leader.

### **SCHEDULE 3 - GENERIC LEVEL STATEMENTS - ENROLLED NURSE**

#### **1.1 Enrolled Nurse Level 1**

1.1.1 An employee appointed to this level shall perform work above the level of skills of an Assistant Nurse and shall hold a current Enrolled Nurse certification with Queensland Nursing Council.

1.1.2 An employee at this level shall:

(a) have obtained a relevant certification from the Queensland Nursing Council;

(b) have obtained an Enrolled Nurse Diploma but has less than one year experience in the age care industry shall be classified at pay point 2;

(c) work under Supervision;

(d) exercise discretion and decision making/responsibility within their level of skill and training;

(e) provide on the job and in service training as directed;

(f) demonstrate the effective application of standards required in the age care sector.

1.1.3 Indicative tasks/skills of this level, in addition to Assistant Nurse Level 3, may include but not limited to:

(a) input into formulation and evaluation of the care plan;

(b) input into orientation of staff;

(c) undertakes procedures in scope of practice;

- (d) monitor vital signs and report changes;
- (e) support lower level staff;
- (f) deliver nursing care under supervision.

## **2.1 Enrolled Nurse Level 2**

- 2.1.1 An employee appointed to this level shall perform work above and beyond the skills required for an Enrolled Nurse Level 1 and shall obtained proficiency and qualifications necessary to perform work at this level.
- 2.1.2 An employee at this level is required to:
- (a) hold current Enrolled Nurse certification with the Queensland Nursing Council and whose certificate has been endorsed for medication and/or who holds an Enrolled Nurse Diploma, and who has completed one year experience in the age care industry;
  - (b) work under minimal supervision;
  - (c) exercise discretion and decision making/responsibility within their level of skill and training;
  - (d) provide on-the-job and In Service training;
  - (e) demonstrate the effective application of standards required in the age care sector.
- 2.1.3 Indicative tasks/skills of this level, in addition to an Enrolled Nurse Level 1, may include but not limited to:
- (a) administer medications in accordance with authorised certification;
  - (b) input into formulation implementation and evaluation of the care plan;
  - (c) interpret signs and symptoms and report changes;
  - (d) input into orientation of staff;
  - (e) deliver nursing care under supervision;
  - (f) coordination of team resources.

## **SCHEDULE 4 - REGISTERED NURSE GENERIC LEVEL STATEMENTS - AGED CARE**

### **1.1 Registered Nurse Level 1**

- 1.1.1 An employee appointed to this level shall perform work above and beyond the skills of an Enrolled Nurse Level 2 and shall obtained proficiency and qualifications necessary to perform work at this level. The employee at this level shall perform work in accordance with ANCI competencies found at Schedule 5 as well as the following:
- 1.1.2 An employee at this level is required to:
- (a) hold a current practicing certificate with the Queensland Nursing Council;
  - (b) work under minimal supervision and will supervise other employees;
  - (c) exercise discretion and decision making/responsibility within their level of skill and training;
  - (d) provide and maintain documentation as required;
  - (e) provide training;
  - (f) demonstrate the effective application of standards in the age care sector;
  - (g) undertake the assessment of clients' needs.
- 1.1.3 Indicative tasks/skills in addition to Enrolled Nurse Level 2, may include but not limited to:
- (a) accountability for client care;

- (b) responsible for lower level staff;
- (c) responsible for comprehensive assessment of clients and residents;
- (d) formulate, implement and evaluate care plan;
- (e) monitor outcomes of clinical practice;
- (f) input into orientation and training of staff;
- (g) perform competency assessments.

## **2.1 Registered Nurse Level 2**

- 2.1.1 An employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 1 and shall obtained proficiency and qualification necessary to perform work at this level. The employee at this level shall perform work in accordance with ANCI competencies found at Schedule 5 as well as the following:
- 2.1.2 An employee at this level is required to:
- (a) hold a current Registered Nurse registration with the Queensland Nursing Council and has attained a relevant specialty qualification;
  - (b) work under supervision and would supervise others;
  - (c) exercise discretion and decision making/responsibility within their level of skill and training;
  - (d) demonstrate the effective application of standards required in the age care sector.
- 2.1.3 Indicative tasks/duties required for this level, in addition to Register Nurse Level 1, may include but not limited to:
- (a) designated clinical specialty and provide advice to Registered Nurse 1 or clinical practice within specialty;
  - (b) input into orientation and training of staff;
  - (c) act as a resource;
  - (d) perform competency assessments;
  - (e) responsibility for the resource coordination.

## **3.1 Registered Nurse Level 3**

- 3.1.1 An employee appointed to this level shall perform work above and beyond the skill of a Registered Nurse Level 2 and shall have obtained proficiency and qualification necessary to perform work at this level. The employee at this level shall perform work in accordance with ANCI competencies found at Schedule 5 as well as the following:
- 3.1.2 An employee at this level is required to:
- (a) hold current Registered Nurse registration with the Queensland Nursing Council and has a relevant tertiary qualification;
  - (b) supervise a range of staff;
  - (c) work under minimal supervision;
  - (d) exercise discretion and decision making/responsibilities within their level of skill and training;
  - (e) Demonstrate the effective application of standards in the Age Care Sector.
- 3.1.3 Indicative tasks/skills of this level, in addition to Registered Nurse Level 2, may include but not limited to:
- (a) co-ordinates service delivery;
  - (b) co-ordinate and critically evaluate research, processes and outcomes;

- (c) responsible for resource management;
- (d) responsible for professional development of staff;
- (e) develop policy and procedures;
- (f) clinical consultant to staff;
- (g) accountable for the management of the human and material resources.

#### **4.1 Registered Nurse Level 4**

4.1.1 An employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 3 and shall obtained proficiency and qualifications necessary to perform work at this level. The employee at this level shall perform work in accordance with ANCI competencies found at Schedule 5 as well as the following:

4.1.2 An employee at this level is required to:

- (a) hold current Registered Nurse registration with the Queensland Nursing Council;
- (b) work under minimal supervision and would supervise other employees;
- (c) exercise discretion and decision making/responsibility within their level of skill and training;
- (d) demonstrate the effective application of standards in the Age Care Industry.

4.1.3 Indicate tasks/skills of this level, in addition to Registered Nurse Level 3, may include but not limited to:

- (a) an expert in clinical practice;
- (b) research quality indicators and improvements in work practice.

#### **5.1 Registered Nurse Level 5**

5.1.1 An employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 4 and shall have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level shall perform work in accordance with ANCI competencies found at Schedule 5 as well as the following:

5.1.2 An employee at this level is required to:

- (a) hold current Registered Nurse registration with the Queensland Nursing Council;
- (b) responsible to the committee of management, board or senior management;
- (c) exercise discretion and decision making/responsibility within their level of skill and training and shall exercise managerial responsibilities;
- (d) responsible for the formation/establishment of programs, operational procedures and policies;
- (e) management of staff and the operation;

Indicative tasks/skills of this level, in addition to Registered Nurse Level 4, may include but not limited to:

- (a) accountable for the strategic and operational directions of the facility;
- (b) represent and promote the facility to governments and to the local community.

### **SCHEDULE 5 - GENERIC LEVEL STATEMENTS - REGISTERED NURSE**

<b>Registered Nurse Level 1</b>	<b>Responsibilities</b>
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 Queensland Nursing Council and holds a	The Registered Nurse gives direct nursing care based on the Australian Nursing Council Incorporated (ANCI) Competencies, to a group of residents/clients in collaboration with the Clinical Nurse/Clinical Nurse Consultant.  These ANCI competencies are grouped as follows:

<b>Registered Nurse Level 1</b>	<b>Responsibilities</b>
<p>current practicing certificate.</p> <p>The degree of expertise will increase as the Registered Nurse advances through this level.</p>	<p><b>PROFESSIONAL/ETHICAL PRACTICE</b></p> <ol style="list-style-type: none"> <li>1. Demonstrates a satisfactory knowledge base for safe practice.</li> <li>2. Functions in accordance with legislation and common law affecting nursing practice.</li> <li>3. Protects the rights of individuals and groups.</li> <li>4. Demonstrated accountability for nursing practice.</li> <li>5. Conducts nursing practice in a way that can be ethically justified.</li> </ol> <p><b>REFLECTIVE PRACTICE</b></p> <ol style="list-style-type: none"> <li>6. Recognises own abilities and level of professional competence.</li> <li>7. Acts to enhance the professional development of self and others.</li> <li>8. Recognises the value of research in contributing to developments in nursing and improved standards of care.</li> </ol> <p><b>ENABLING</b></p> <ol style="list-style-type: none"> <li>9. Maintains a physical and psychological environment which promotes safety, security and optimal health.</li> <li>10. Acts to enhance the dignity and integrity of individuals and groups.</li> <li>11. Assists individuals or groups to make informed decisions.</li> <li>12. Communicates effectively and documents relevant information.</li> <li>13. Effectively manages the nursing care of individuals or groups.</li> </ol> <p><b>PROBLEM FRAMING AND SOLVING</b></p> <ol style="list-style-type: none"> <li>14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings.</li> <li>15. Formulates a plan of care in consultation with individual/groups taking into account the therapeutic regimes of other members of the care team.</li> <li>16. Implements planned care.</li> <li>17. Evaluates progress of individuals or groups toward planned outcomes.</li> </ol> <p><b>TEAMWORK</b></p> <ol style="list-style-type: none"> <li>18. Collaborates with the care team.</li> </ol>

<b>Registered Nurse Level 2</b>	<b>Responsibilities</b>
<p>Level 2 means a Registered Nurse who is appointed as such.</p> <p>The Level 2 role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice.</p> <p>The Level 2 assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>The Level 2 functions in more complex situations while providing support and direction to Registered Nurses and other non-registered nursing personnel.</p> <p>The Level 2 applies critical reasoning and problem solving skills greater than Level 1.</p> <p>The Level 2 is able to demonstrate:  Advanced level clinical skills and problem-solving skills;  Planning and co-ordination skills in the clinical management of client/resident care;</p>	<p>Gives direct care to client/residents.</p> <p>Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic client/resident care.</p> <p>Takes additional responsibility as delegated which clearly differentiates the role from that of the Level 1 e.g.:</p> <ul style="list-style-type: none"> <li>Planning a co-ordination of education programs and other staff development activities</li> <li>Orientation of new staff</li> <li>Preceptorship of new staff</li> <li>Participates in action research.</li> </ul> <p>Participates in nursing practice policy review and initiatives.</p> <p>Co-operates with others in relation to development of clinical programs and initiatives.</p>

<b>Registered Nurse Level 2</b>	<b>Responsibilities</b>
<p>Ability to work within a collegiate/team structure;</p> <p>Awareness of and involvement with the quality assurance process;</p> <p>Contribution of professional practice of the unit.</p>	

<b>Registered Nurse Level 3</b>	<b>Responsibilities</b>
<p>Level 3 means a Registered Nurse who is appointed as such.</p> <p>The Level 3 is a proficient practitioner who is accountable for a discrete area of nursing practice or a combination of areas of nursing practice. Areas of nursing practice include:</p> <p>Clinical  Management (including resource management)  Education  Nursing Research.</p> <p>The Level 3 has the authority to co-ordinate care and/or service delivery for residents/clients and accepts accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>The Level 3 collaborates with other nurses to facilitate the provision of quality cost effective nursing care.</p> <p>The Level 3 is:</p> <p>accountable for the co-ordination of standards of care; and/or</p> <p>accountable for the management of human and material resources; and/or</p> <p>responsible for the development, conduct and quality of ethically sound nursing research projects and quality assurance programs; and/or</p> <p>accountable for the assessment, planning, implementation and evaluation of nursing, education and/or staff development programs.</p> <p>The Level 3 demonstrates a number of the following attributes relevant to the responsibilities allocated to them in their area of employment:</p> <p>Proficiency in clinical skills and the delivery of nursing care</p> <p>Skilled co-ordination of care and service delivery</p> <p>Leadership qualities.</p> <p>Organisation and planning skills in relation to personnel and material resource management awareness and an understanding of staffing methodologies.</p> <p>Analytical and report writing skills.</p> <p>Organisational and planning skills in relation to education.</p> <p>Knowledge of and an ability to apply a range of research techniques and methodologies.</p> <p>Awareness of ethical standards in research practice.</p>	<ol style="list-style-type: none"> <li>1. Co-ordinates resident care and service delivery.</li> <li>2. Provides direct care to residents with complex care needs.</li> <li>3. Manages activities related to the provision of safe client care.</li> <li>4. Evaluates care and institutes mechanisms to correct deficiencies.</li> <li>5. Participates in multi-disciplinary reviews of resident care outcomes.</li> <li>6. Monitors residents' perceptions of their care and institutes mechanisms to remedy deficiencies in care.</li> <li>7. Undertakes action research to address client care problems and issues.</li> <li>8. Reviews pattern of care delivery and assesses appropriateness of change.</li> <li>9. Participates in committees for resident/client care improvements, initiatives and policy development.</li> <li>10. Assesses professional development needs of staff and co-ordinates education programs.</li> <li>11. Acts as a proficient consultant to staff.</li> <li>12. Identifies issues requiring policy/procedural review.</li> <li>13. Participates in relevant policy/procedural development.</li> <li>14. Participates in staff selection process.</li> <li>15. Participates in orientation and other staff development activities.</li> <li>16. Participates in performance review mechanisms.</li> <li>17. Participates in action research.</li> <li>18. Provides nursing management of human and material resources for a specific group of units or teams.</li> <li>19. Provides financial management, budget preparation and cost control.</li> <li>20. Allocates and rosters staff for the efficient and effective level of resident/client care.</li> <li>21. Co-ordinates human resource planning.</li> <li>22. Develops a management information data base for area.</li> </ol>

<b>Registered Nurse Level 4</b>	<b>Responsibilities</b>
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<b>Registered Nurse Level 4</b>	<b>Responsibilities</b>
The Level 4 is a Registered Nurse who is appointed as such.	<ol style="list-style-type: none"> <li>1. Engages in co-ordination of care to residents and clients.</li> <li>2. Responsible with the clinical unit staff for a safe standard of resident/client care.</li> </ol>
<p>The Level 4 has a high level of clinical and management expertise.</p> <p>The Level 4 is responsible for the overall planning, co-ordination, formulation and direction of policies relating to the provision of clinical resident care and the provision of human and material resources for an assigned number of clinical units or a hostel. The Level 4 works collaboratively with other staff to ensure the provision of quality and cost-effective nursing care.</p> <p>The Level 4 is responsible for the development of appropriate policy and standards for the planning, development, implementation and evaluation of resident/client care.</p>	<ol style="list-style-type: none"> <li>3. Develops strategies to effect appropriate quality management program.</li> <li>4. Responsible for operational planning and decision making.</li> <li>5. Promotes participate decision making.</li> <li>6. Co-ordinates and promotes action research.</li> <li>7. Management of human and material resources for specified area.</li> <li>8. Engages in personnel functions.</li> <li>9. Monitors staff allocation for specified areas.</li> <li>10. Responsible for review of occupational health and safety programs for area.</li> <li>11. Participates in the development, monitoring and modification of budgets for area of responsibility in collaboration with the Director, nurses and others as required.</li> <li>12. Researches management issues and problems for designated area including absenteeism, turnover, job satisfaction and occupational injuries.</li> <li>13. Provides effective leadership and support to staff of designated area.</li> <li>14. Represent nursing in multi-disciplinary committees in relation to designated area.</li> <li>15. Functions as a member of a management team.</li> <li>16. Deputises for Director of Nursing when required.</li> <li>17. Provides Supervision for other non-registered staff.</li> <li>18. A Hostel Supervisor shall develop (if required), implement and manage budgets for the hostel.</li> </ol>

<b>Registered Nurse Level 5</b>	<b>Responsibilities</b>
<p>Director of Nursing means an employee appointed as such, who is a Registered Nurse.</p> <p>The Director of Nursing has responsibility for strategic planning and decision-making relating to the organisation.</p> <p>The Director of Nursing is accountable for the activities of the service, participates as a member of the management team and is involved in future planning strategies to ensure the changing needs of residents/clients.</p> <p>The Director of Nursing demonstrates knowledge of contemporary nursing theory and practice and expertise in health and aged care, personnel and financial/economic management. The Director of Nursing demonstrates a high level of management and formulates policies and strategic plans for staff and organisational development.</p>	<ol style="list-style-type: none"> <li>1. Promotes and co-ordinates the delivery of quality care.</li> <li>2. Represents the organisation, its philosophies and objectives.</li> <li>3. Provides overall budgetary management.</li> <li>4. Functions as a member of the management team.</li> <li>5. Represents the interests of nursing and aged care to organisation and the community.</li> <li>6. Demonstrated leadership of nursing with developed philosophies, policies, objectives and goals of the organisation.</li> <li>7. Responsible for strategic and operational planning and decision making.</li> <li>8. Promotes a high standard of nursing practice.</li> <li>9. Promotes participate decision-making and decentralisation of operation.</li> <li>10. Responsible for the overall Supervision of care and operational staff.</li> <li>11. The Director of Nursing shall be responsible to implement the requirements of the relevant legislation governing the Aged Care setting.</li> <li>12. Represents and promotes the organisation to government and the broader community.</li> </ol>

## **SCHEDULE 6 - TRANSLATION ARRANGEMENTS FOR EXISTING EMPLOYEES TO NEW CLASSIFICATION STRUCTURE**

A matrix to assist existing employees is found at clause 4.4 of Schedule 6.

### **1.1 Assistant Nurses**

#### **1.1.1 Translation to new classification structure**

- (a) An existing Assistant Nurse who has less than 12 months experience translates to Assistant Nurse Level 1.1.
- (b) An existing Assistant Nurse classified at Assistant Nurse 1st year, 2nd year, or 3rd year and who does not hold a Certificate III or equivalent translates to Assistant Nurse Level 1.1. An existing Assistant Nurse

classified at Assistant Nurse 4th year and who does not hold a Certificate III or equivalent translates to Assistant Nurse Level 1.2.

- (c) An existing Assistant Nurse who has 5 years or more experience and who does not hold a Certificate III or equivalent translates to Assistant Nurse Level 1.3.
  - (i) An employee translated to Assistant Nurse Level 1.3 is required to meet the following to move to Assistant Nurse Level 2.1:
    - (A) Enrol in a Certificate III program by 6 September 2004.
    - (B) Complete the Certificate III program by 6 March 2006.
  - (ii) If an employee translated to Assistant Nurse Level 1.3 does not comply with clauses 1.1.1(c)(i)(A) or 1.1.1(c)(i)(B) within the stated timeframes, the employee's rate of pay will be frozen at the level reached at that time, until the frozen rate is equal to the Award rate for an Assistant Nurse Level 1.2, at which time the employee will revert to Assistant Nurse Level 1.2.
  - (iii) An employee subject to clause 1.1.1(c)(ii) may enrol in and complete the Certificate III program other than in the time frames set out in clause 1.1.1(c)(i) but will not be entitled to be classified at Assistant Nurse Level 2.1 until they have completed the Certificate III program.
  - (iv) Assistant Nurse Level 1.3 will be adjusted in accordance with safety net adjustments issued by the Commission.
  - (v) To facilitate the monitoring of the interim classification Assistant Nurse Level 1.3, an Employer must provide to the Industrial Registrar of the Commission by 6 April 2003 the number of employees within the Employer's facility who are classified at Assistant Nurse Level 1.3.
- (d) An existing Assistant Nurse who holds a Certificate III or equivalent and who has 12 months or more experience in Aged Care translates to Assistant Nurse Level 2.1.

#### 1.1.2 *Movement to next pay point within a level for existing employees*

At the time of translation an existing employee will retain the amount of time accrued towards incrementing to the next pay point. Therefore on completion of 1976 hours from the anniversary date of the date of the last increment date, an employee will move to the next pay point within the level of the new classification structure.

## **2.2 Enrolled Nurses**

### 2.2.1 *Translation to new classification structure*

- (a) An existing Enrolled Nurse who has less than 12 months experience translates to Enrolled Nurse Level 1.1.
- (b) An existing Enrolled Nurse who is classified at pay points 1 and 2 and who does not hold endorsement to administer medications translates to Enrolled Nurse Level 1.1. An existing Enrolled Nurse who is classified at pay point 3 and who does not hold an endorsement to administer medications translates to Enrolled Nurse Level 1.2.
- (c) An existing Enrolled Nurse at pay point 4 who does not hold an endorsement to administer medications translates to Enrolled Nurse Level 1.3(a).
- (d) An existing Enrolled Nurse at pay point 5 who does not hold an endorsement to administer medications translates to Enrolled Nurse Level 1.3(b).
- (e) An employee translated to Enrolled Nurse Level 1.3(a) or Enrolled Nurse Level 1.3(b) is required to meet the following to move to Enrolled Nurse Level 2.1:
  - (i) Enrol in a course of training to obtain an endorsement to administer medications by 6 December 2003.
  - (ii) Complete the training to obtain an endorsement to administer medications by 6 September 2004.
  - (iii) If an employee translated to Enrolled Nurse Level 1.3(a) or Enrolled Nurse Level 1.3(b) does not comply with clauses 2.2.1(e)(i) or 2.2.1(e)(ii) within the stated timeframes, the employee's rate of pay will be frozen at the level reached at that time, until the frozen rate is equal to the Award rate for an Enrolled Nurse Level 1.2, at which time the employee will revert to Enrolled Nurse Level 1.2.
  - (iv) An employee subject to clause 2.2.1(e)(iii) may enrol in and complete the training to obtain an

endorsement to administer medications other than in the time frames set out in clauses 2.2.1(e)(i) and 2.2.1(e)(ii) but will not be entitled to be classified at Enrolled Nurse Level 2.1 until they have completed the training to obtain an endorsement to administer medications.

- (v) Enrolled Nurse Levels 1.3(a) and 1.3(b) will be adjusted in accordance with safety net adjustments issued by the Commission.
- (vi) To facilitate the monitoring of the interim classifications Enrolled Nurse Level 1.3(a) and Enrolled Nurse Level 1.3(b), an Employer must provide to the Industrial Registrar of the Commission by 6 April 2003 the number of employees within the Employer's facility who are classified at Enrolled Nurse Level 1.3(a) and Enrolled Nurse Level 1.3(b).
- (f) An existing Enrolled Nurse who holds an endorsement to administer medications and who has 12 months or more experience in aged care translates to Enrolled Nurse Level 2.1.

#### 2.2.2 *Movement to next pay point within a level for existing employees*

At the time of translation an existing employee will retain the amount of time accrued towards incrementing to the next pay point. Therefore on completion of 1976 hours from the anniversary date of the date of the last increment, an employee will move to the next pay point within the level of the new classification structure.

### 3.3 Registered Nurses

3.3.1 Existing Registered Nurses will be translated in accordance with the employee's current accrued hours of service as follows:

#### (a) Registered Nurse Level 1

0 to 3952 hours	Registered Nurse Level 1.1
3953 hours to 7904 hours	Registered Nurse Level 1.2
7905 hours to 11856 hours	Registered Nurse Level 1.3
11857 hours and above	Registered Nurse Level 1.4

#### (b) Registered Nurse Level 2

0 to 3952 hours	Registered Nurse Level 2.1
3953 hours and above	Registered Nurse Level 2.2

#### (c) Registered Nurse Level 3

0 to 3952 hours	Registered Nurse Level 3.1
3953 hours and above	Registered Nurse Level 3.2

#### (d) Registered Nurse Level 4 and 5

No change to existing classifications.

#### 3.3.2 *Movement to next pay point within a level for existing employees*

At the time of translation an existing employee will retain the amount of time accrued towards incrementing to the next pay point. Therefore on completion of 1976 hours from the anniversary date of the date of the last increment, an employee will move to the next pay point within the level of the new classification structure.

### 4.4 Translation matrix

<b>Existing Award classifications</b>	<b>Do Not Hold Cert III</b>	<b>Hold Cert III</b>
<b>Assistant Nurses</b>		
First year < 3 months service	AN ENTRY LEVEL	AN ENTRY LEVEL
First year > than 3 months service	AN LEVEL 1.1	AN LEVEL 1.1
Second year	AN LEVEL 1.1	AN LEVEL 2.1
Third year	AN LEVEL 1.1	AN LEVEL 2.1
<b>Assistant Nurses</b>		
Fourth year	AN LEVEL 1.2	AN LEVEL 2.1
Fifth year and thereafter	AN LEVEL 1.3	AN LEVEL 2.1
21 years < 3 months experience	AN ENTRY LEVEL	AN ENTRY LEVEL
21 years < 12 months experience	AN LEVEL 1.1	AN LEVEL 1.1

**Existing Award classifications**  
21 years > 12 months but < 4 yrs experience

**Do Not Hold Cert III**  
AN LEVEL 1.1

**Hold Cert III**  
AN LEVEL 2.1

**Enrolled Nurses**

Pay point 1  
Pay point 2  
Pay point 3  
Pay point 4  
Pay point 5

**Do Not Hold Meds  
Endorsement**

EN LEVEL 1.1  
EN LEVEL 1.1  
EN LEVEL 1.2  
EN LEVEL 1.3(a)  
EN LEVEL 1.3(b)

**Hold Med Endorsement**

EN LEVEL 2.1  
EN LEVEL 2.1  
EN LEVEL 2.1  
EN LEVEL 2.1  
EN LEVEL 2.1

**Registered Nurse Level 1**

First year  
Second year  
Third year  
Fourth year  
Fifth year  
Sixth year  
Seventh year  
Eighth year

RN L1.1  
RN L1.1  
RN L1.2  
RN L1.2  
RN L1.3  
RN L1.3  
RN L1.4  
RN L1.4

**Registered Nurse Level 2**

First year  
Second year  
Third year  
Fourth year

RN L2.1  
RN L2.1  
RN L2.2  
RN L2.2

**Registered Nurse Level 3**

First year  
Second year  
Third year  
Fourth year

RN L3.1  
RN L3.1  
RN L3.2  
RN L3.2

**Registered Nurse Level 4**

Grade 1  
Grade 2  
Grade 3

RN Level 4 Grade 1  
RN Level 4 Grade 2  
RN Level 4 Grade 3

**Registered Nurse Level 5**

Grade 1  
Grade 2  
Grade 3  
Grade 4  
Grade 5  
Grade 6

RN Level 5 Grade 1  
RN Level 5 Grade 2  
RN Level 5 Grade 3  
RN Level 5 Grade 4  
No longer applicable  
No longer applicable

Dated 9 December 2005.

By the Commission,  
[L.S.] G.D. SAVILL,  
Industrial Registrar.

Operative Date: 19 December 2005.