

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

NURSES' DOMICILIARY SERVICES AWARD - STATE 2003

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Nurses' Domiciliary Services Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Nurses' Domiciliary Services Award - State 2003 as at 1 January 2011.

Dated 1 March 2011.

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

NURSES' DOMICILIARY SERVICES AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

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

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 6 October 2003.

1.4 Coverage

This Award shall apply throughout the State of Queensland to all nursing employees for whom provision is made in clause 5.2, who are employed in or in connection with the provision of Domiciliary Nursing Services designed to accommodate the health needs of patients in their homes (and clinics operated by Domiciliary Nursing Services) and to their respective employers:

Provided that this Award shall not apply to employees of the Crown or the Queensland Bush Nursing Association or to members of Holy Orders.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.4 and their employers, and the Union and its members.

1.6 Definitions

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

1.6.2 "Branch" or "Sub-centre" means any Branch or Sub-centre established under the control, or as part of the operative structure, of a "Domiciliary Nursing Service".

1.6.3 "Commission" means the Queensland Industrial Relations Commission.

1.6.4 "Domiciliary Nursing Service" means a Domiciliary Nursing Service operating within a specified geographical area.

1.6.5 "Union" means the Queensland Nurses' Union of Employees

1.7 Divisional and District boundaries

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

1.7.1 Divisions

(a) 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

(b) 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; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.

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

1.7.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Commitment by parties

- 3.1.1 The employers and the employees are committed to achieving optimal organisational care and professional outcomes.
- 3.1.2 The employers and employees are committed to pursuing continuous improvements in the quality of care.
- 3.1.3 The employers and employees are committed to achieving productivity improvements and enhanced job satisfaction.
- 3.1.4 The Award aims at continuing to improve communications and co-operation at the workplace between the employers and employees.
- 3.1.5 The employers and employees are committed to the education and training of employees and will continue to develop programs and mechanisms to appropriately meet the education and training needs of employees and employers in the domiciliary nursing environment.
- 3.1.6 The employers and employees are committed to meeting the ever changing needs of clients and of the community.
- 3.1.7 The employers and employees are committed to the achievement of a stable and consultative industrial relations framework.
- 3.1.8 The employers are committed to the maintenance of security in employment for employees.
- 3.1.9 The employers and employees are committed to meet the challenges that will impact upon these services as a result of changes to Government policy.
- 3.1.10 The parties bound by this Award are committed to the above objectives.

3.2 Consultative mechanisms and procedures in the workplace

- 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 health facility, an employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that health facility to advance the matters in 3.2.1.

3.3 Grievance and dispute settling procedures

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

- 3.3.1 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.

- 3.3.2 If the grievance or dispute is not resolved under clause 3.3.1, 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.
- 3.3.3 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 3.3.5.
- 3.3.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.3.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.3.2 will not result in resolution of the dispute.
- 3.3.5 If, after discussion between the parties, or their nominees mentioned in clause 3.3.4, 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.
- 3.3.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.3.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.3.8 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.
- 3.3.9 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.
- 3.3.10 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.

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

4.1 Employment categories

- 4.1.1 Employees, other than casuals, covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

4.2 Part-time employment

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

- (a) is employed for a minimum of 16 hours per fortnight and a maximum of 76 ordinary hours per fortnight;
- (b) is rostered to work a minimum of 3 hours on each shift; and
- (c) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- 4.2.2 At the time of engagement, the employer and the employee will agree in writing on the minimum number of ordinary hours to be worked per fortnight.

- 4.2.3 The agreed minimum number of ordinary hours per fortnight may only be amended by mutual agreement. Any such agreed amendment to the number of weekly hours of work will be recorded in writing.
- 4.2.4 Any amendment to the employee's normal work pattern will be in accordance with clauses 6.1.4 to 6.1.8.
- 4.2.5 All authorised overtime worked by a part-time employee, other than a part-time Registered Nurse level 4 or 5, in excess of their rostered ordinary hours of work outside the ordinary hours of their shift will be overtime and paid for at the rates prescribed in clause 6.6 - Overtime.
- 4.2.6 A part-time employees may, by mutual agreement, work hours in addition to regular rostered hours and all such additional hours to a maximum of 76 hours per fortnight will be paid at ordinary time:

Provided that the additional hours so worked shall be taken into account in the *pro rata* calculation of entitlements:

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

- 4.2.7 A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 4.2.8 Where a public holiday falls on a day upon which an employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.3 Casual employment

- 4.3.1 Casual employee is an employee who is paid by the hour and who is engaged for fewer than 64 hours ordinary hours per fortnight.
- 4.3.2 Casual employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed for the class of work that they are engaged upon plus an additional loading of 23%, with a minimum payment as for 2 hours' work in respect of each engagement.

4.4 Anti-discrimination

- 4.4.1 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.
- 4.4.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.3, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.4.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4.4 Nothing in clause 4.4 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.5 Termination of employment

4.5.1 Statement of employment

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

the employee.

4.5.2 Termination by employer

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

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

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

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

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

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

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

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

4.5.3 Notice of termination by employee

(a) An employee (other than a casual) shall give one week's notice to the employer of the termination of service.

(b) If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with the maximum being an amount equal to the ordinary time rate for the period of notice.

4.5.4 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.

4.5.5 Annual leave and notice

Annual leave shall not be deemed to be, or nominated as, notice for the purpose of termination of employment, unless it is waived by mutual agreement between the employer and the employee.

4.6 Introduction of changes

4.6.1 Employer's duty to notify

(a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

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

4.6.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.7 Redundancy

4.7.1 *Consultation before terminations*

- (a) Where an employer decides that the employee no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1(a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.5.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

- (b) In clause 4.7.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.7.7 *Superannuation benefits*

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

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

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such

employee remained with the employer until the expiry of such notice:

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

4.7.9 *Alternative employment*

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

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

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

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

4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 *Incapacity to pay*

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

4.8 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-

71 of the Act, as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Definition of classifications

The following definitions of classifications shall apply for the purposes of ascertaining duties and the appropriate level within which to determine rates of pay. These definitions are to be read in conjunction with Schedule 2 to this Award which contains Generic Level Statements for each level of the career structure outlining the range of responsibilities which may be expected at that level.

5.1.1 "Registered nurse" means an employee:

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

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

5.1.3 "Assistant director of nursing" means a Registered Nurse Level 4 appointed as such who assists in administration and who may relieve a Director of Nursing and who is responsible for a stream or combination of streams of nursing practice as required by the employer and consistent with the nursing career structure. Examples of such streams include management, research, clinical, education.

5.1.4 "Registered nurse level 3" means a Registered Nurse appointed as such who has responsibilities as allocated by the employer for a stream or combination of streams of nursing practice consistent with the nursing career structure, and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of such streams include management, research, education, clinical.

5.1.5 "Nurse researcher" means a Registered Nurse, Level 3 appointed as such, who is responsible for the development, conduct and quality of ethically sound nursing research projects and quality assurance programs, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

5.1.6 "Nurse educator" means a Registered Nurse, Level 3 appointed as such, who is responsible for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

5.1.7 "Clinical nurse consultant" means a Registered Nurse, Level 3 appointed as such, who is responsible for the co-ordination of standards of care delivered in a specific patient/client care area, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

5.1.8 "Nurse manager" means a Registered Nurse, Level 3 appointed as such, who is responsible for the management of human and material resources for a specified group of clinical units, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.

5.1.9 "Clinical nurse" means a Registered Nurse, Level 2 appointed as such, who identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes for a specific client population, and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.

5.1.10 "Registered nurse level 1" means a Registered Nurse appointed as such other than Registered Nurses Levels 2 to 5.

5.1.11 "Enrolled nurse" means an employee:

- (a) who is enrolled under the *Nursing Act 1992* as an Enrolled Nurse; and
- (b) who is subject to the regulation and/or bylaws of the Queensland Nursing Council and who holds a current annual licence certificate as such.

5.1.12 "Assistant nurse" means an employee, who is solely required to assist in the performance of nursing duties under the supervision of a Registered Nurse or an Enrolled Nurse.

5.1.13 "Branch supervisor" means a registered nurse, appointed as such, in charge of a "Branch" or "Sub-centre", as defined in clause 1.6.2.

5.2 Wage rates

5.2.1 The minimum rates of wages payable to employees covered by this Award shall be:

Classification	Award Rate Per Week
	\$
(a) Enrolled Nurse	
Paypoint 1	693.90
Paypoint 2	703.30
Paypoint 3	712.70
Paypoint 4	723.20
Paypoint 5	733.80

Provided that an employee under age 21 shall be paid:

76% of Paypoint 1

79% of Paypoint 2

84% of Paypoint 3

Provided further that payment and progression of Enrolled Nurses of any age through each of the Enrolled Nurse Paypoints shall be according to the definitions and processes contained in Schedule 3 to the Award:

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

(b) Registered Nurse Level 1

Grade 1	740.90
Grade 2	766.50
Grade 3	794.00
Grade 4	819.50
Grade 5	845.00
Grade 6	870.50
Grade 7	894.10
Grade 8	919.40

(c) Registered Nurse Level 2

Grade 1	945.00
Grade 2	962.10
Grade 3	979.00
Grade 4	996.10

(d) Branch Supervisor

Where the full-time nursing staff equivalent (Supervisor included) numbers:

Up to 8	962.10
Over 8	996.10

(e) Registered Nurse Level 3

Grade 1	1,027.80
Grade 2	1,047.00
Grade 3	1,066.10
Grade 4	1,085.40

(f) Nursing Supervisor 1,066.10

(g) Registered Nurse Level 4

Grade 1	1,187.30
Grade 2	1,261.60
Grade 3	1,336.00

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

Level 4 Grade 1 Where the Director of Nursing is graded as a Grade 1 or Grade 2;

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

(h) Registered Nurse Level 5

Grade 1C	1,052.20
Grade 1B	1,147.80
Grade 1A	1,187.30
Grade 2	1,251.00
Grade 3	1,336.00
Grade 4	1,421.20
Grade 5	1,569.90
Grade 6	1,718.70

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

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

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

5.3 Total experience to count

5.3.1 For the purpose of determining the rate of wages payable, an employee shall be given credit for all previous continuous nursing service:

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

Provided also that the time worked in an "acting" capacity shall also be regarded as previous nursing service for the purposes of determining the applicable rate of wages upon permanent appointment to the classification attaching to the work performed in such "acting" capacity.

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

5.3.3 On termination of employment each employee shall be given a certificate signed and dated by the employer setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to clause 5.4 and in the instance of part-time and casual employees, the total hours worked:

Provided further that the onus of proof of previous experience shall be on the employee.

5.3.4 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.

5.3.5 Subject to proof of previous experience being provided within 4 weeks, the employer will adjust previous payments back to the date of commencement.

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

5.4 Accelerated advancement

- 5.4.1 A Registered Nurse Level 1 shall be entitled to advance one paypoint on that person's first employment following registration with the Queensland Nursing Council, or at any time during that person's employment as a Registered Nurse Level 1, upon one only of the following:
- (a) attainment of an undergraduate degree in nursing; or
 - (b) registration in another Branch of nursing or on another nursing register maintained by the Queensland Nursing Council where the employee is working in a position in a particular practice setting which requires the additional registration; or
 - (c) successful completion of a post-registration course of at least 12 months' duration where the employee is required to perform the duties of a position to which the course is directly relevant.
- 5.4.2 A Registered Nurse Level 1 whose current Award rate of pay includes the advancement provided for in clause 5.4.1 shall not be entitled to further advancement under clause 5.4.
- 5.4.3 A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant 5.4.1(b) if that nurse is no longer working in a position for which such additional registration is a requirement;
- 5.4.4 A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant 5.4.1(c) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

5.5 Relieving pay

Where an employee, other than an employee appointed and paid by the employer as a "Deputy Director of Nursing", is placed in charge of a Domiciliary Nursing Service, or Branch or Sub-centre thereof, for a continuous period of one full working day or more, but less than one week, during the temporary absence of the employee normally in charge of that service, Branch or Sub-centre, the employee shall be paid an additional loading of 12.5% of the employee's ordinary rate of pay whilst so employed:

Provided that where an employee is so employed in a relieving capacity for a continuous period of one week or more, such employee shall be paid, in lieu of such loading, the rate currently paid to the employee relieved:

Provided always that such relieving employee shall not be entitled to receive a rate of pay in excess of that currently paid to the employee being relieved.

5.6 Demonstrated exceptional on-call responsibility

5.6.1 Director of nursing, registered nurse level 5

- (a) Where, based on the employee's previous 12 months' experience in the position, an employee has been and will continue to be required to attend the facility outside normal working hours on an exceptional number of occasions to perform nursing duties, the employee shall be advanced to the next highest grade for pay purposes.
- (b) The determination of the application of clause 5.6 shall be made in the first instance between the employee concerned and the employer annually. Failing agreement the matter shall be dealt with pursuant to clause 3.3.
- (c) The advancement in Grade of a Director of Nursing, Level 5 Registered Nurse pursuant to clause 5.6 shall not be grounds for the advancement in Grade of an Assistant Director of Nursing Registered Nurse Level 4, employed in the same facility.

5.7 Payment of wages

5.7.1 Except as hereinafter provided, wages shall be paid either weekly or fortnightly in the employer's time and any employee who is not paid within 15 minutes from the time specified shall be deemed to be working during the time the employee is kept waiting:

Provided that clause 5.7 shall not apply under circumstances beyond the control of the employer.

5.7.2 Where the method of payment of wages is by cash, the employer may decide to pay such wages by electronic funds transfer, provided that the employees have reasonable geographical access and are able to draw the equivalent of their wages on their regular pay day.

5.8 Method of payment for ordinary hours of work and on termination

5.8.1 Full-time employees shall be paid on the basis of 38 ordinary hours per week, notwithstanding that more or less

than 38 hours may actually be worked:

Provided that they shall be paid in addition all shift, weekend and public holiday remuneration applicable to the actual hours worked.

5.9 Allowances

5.9.1 Divisional and District parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the wage rates prescribed by clause 5.2.1 for the Division or District in which they are located:

	Adults Per Hour \$	Adults Per Week \$
Northern Division, Eastern District	0.0275	1.05
Northern Division, Western District	0.0855	3.25
Mackay Division	0.0235	0.90
Southern Division, Western District	0.0275	1.05

5.9.2 On-Call - Levels 1, 2 and 3 Registered Nurses and Enrolled Nurses

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

- (a) An employee rostered to be on-call shall receive an additional amount as follows:
 - (i) \$19.62 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
 - (ii) \$29.46 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (iii) \$34.35 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.
- (b) Payment shall be calculated by reference to that allowance specified in clause 5.9.2(a) applicable to the calendar day on which the major portion of the on-call period falls.
- (c) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 5.9.2(a). 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.
- (d) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport:

Provided that where an employee is required to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the health agency, or shall be refunded the cost of such transport.
- (e) An employee placed on-call is required to remain at their private residence or any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on-call. Clause 5.9.2 should not prevent the provision by employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.
- (f) An employee on-call who usually lives out and who is required to remain on close call within the health agency precincts shall be provided free of charge with board and lodging, in addition to any allowance payable pursuant to clause 5.9.2.
- (g) Clause 6.6.6 shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

5.9.3 Recall - Levels 1, 2 and 3 Registered Nurses and Enrolled Nurses

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

- (a) 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.

- (b) 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.

- (c) 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 health agency or shall be refunded the cost of such transport.

- (d) Clause 6.6.6 does not apply when an employee has actually worked less than 2 hours on one or more call-outs.

5.9.4 *Uniforms*

The employer shall supply, free of charge, uniforms of a type or design considered most suitable or, in lieu thereof, an allowance at the rate of \$3.05 per week shall be paid. The employer shall launder uniforms or an allowance of \$1.85 per week shall be paid.

Such uniform allowance shall apply during paid leave periods:

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

5.9.5 *Vehicle allowance*

Where an employee is required to use their own motor vehicle in the conduct of the employer's operations, the employee shall be paid according to the following scale of allowances in respect of the actual distance so travelled by the vehicle:

Vehicles up to 1.5l	19.95 cents per kilometre;
Vehicles over 1.5l and up to 2.5l	21.21 cents per kilometre;
Vehicles over 2.5	24.32 cents per kilometre.

5.10 **Superannuation**

5.10.1 *Definitions*

- (a) "The Fund" means one of those listed in clause 5.10.9 which are approved in accordance with Commonwealth Operational Standards for Occupational Superannuation Funds.
- (b) "Ordinary Time Earnings" for the purpose of calculating the contributions means the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned. Included in such calculation where applicable shall be supervisory and/or certificate allowances.

Shift allowances, weekend penalty rates, allowances for disabilities, reimbursement of expenses, annual leave loading, uniforms and the like shall not be included in the calculation of ordinary time earnings.

5.10.2 *Contribution level* - Employees shall be entitled to have paid on their behalf a contribution of 9% of ordinary time earnings (as defined).

5.10.3 *Probationary period* - All employees shall be required to serve a minimum probationary period of 4 weeks before contributions can commence.

Contributions are to be retrospective to the employee's date of commencement following completion of the probationary period.

- 5.10.4 *Minimum contribution* - No contribution shall be made on behalf of any employee by an employer where in any pay period the amount so calculated as 9% of ordinary time earnings for such employee is less than \$2.50 per week or \$5.00 per fortnight.
- 5.10.5 *Suspension of contributions* - The employer, subject to the terms of the applicable fund, may suspend contributions for any period of leave without pay.
- 5.10.6 *Freedom of choice* - Each employee shall be given equal access to all information concerning the approved occupational superannuation funds as listed in the clause 5.10.9. Such information shall be made available by the employer for the employee's consideration, in order that the employee is able to make an informed choice as to which approved occupational superannuation fund the employee wishes the employer to make the contribution specified in clause 5.10.2.
- The employee shall be given no less than a fortnight to nominate their choice of scheme.
- Individual employers, as necessary, and the Union undertake to monitor cooperation and compliance with the intent of clause 5.10.
- 5.10.7 *Other contributions* - The obligation upon an employer to make occupational superannuation contributions under this Award 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 this Award.
- 5.10.8 *Cessation of contributions* - An employer shall not be required to make any further contributions on behalf of any employee after the end of the last day from which the employee's resignation or dismissal becomes effective.

5.10.9 *Operation of arrangements*

The funds to be made available for consideration will apply to the respective employers as follows:

- (a) All employers - Health Employees Superannuation Trust Fund Australia (HESTA);
 - (b) Blue Nursing Service - Uniting Church Employees Investment Services;
 - (c) Society of Saint Vincent De Paul State Council of Queensland -St Vincent's Community Services - Superannuation Fund;
 - (d) St. Lukes Nursing Service - Community Superannuation Fund Service.
- 5.10.10 The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
- (a) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (b) A person must not coerce someone else to make an agreement.
 - (c) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (d) Any dispute arising out of this process will be handled in accordance with clause 3.3

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

6.1 Hours of work

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

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

Provided that the limitation of hours in clause 6.1.1 shall not apply to level 4, Assistant Director of Nursing or Level 5, Director of Nursing.

- 6.1.2 Where there are significant reasons to do so and subject to clause 6.3 the employees and the employer may agree to implement the 38 hour week for individual employees, groups or sections of employees in the facility concerned on any of the following bases:

- (a) By rostering employees off on various days of the week during a particular work cycle so that each employee has one workday off during that cycle; or
- (b) Employees working more or less than 8 ordinary hours on one or more days in each work cycle; or
- (c) By fixing one or more days on which all employees will be off during a particular work cycle.

6.1.3 The ordinary hours of work prescribed herein shall be worked continuously and shall not exceed 10 hours in any one 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 employees concerned.

6.1.4 In consultation with employees, the ordinary hours of work as provided for in clause 6.1.3 may be worked continuously within a spread of 14 hours per day from 6.00 a.m. to 8.00 p.m. inclusive of meal breaks:

Provided that such rosters shall be drawn up in consultation with employees taking into consideration equity and any special needs the employees may have and provide adequate rest periods and rostered days off:

Provided further, that unless otherwise agreed between the employer and the Union, an employee's usual commencing and ceasing times shall not be altered except upon receipt of one week's notice.

Notwithstanding the consultative procedure outlined herein, in the event of a dispute or difficulty arising over a roster then the matter should be dealt with according to clause 3.3.

6.1.5 Employees working the hours prescribed by clause 6.1.1 shall be allowed 4 rest days during each 14 days. Each rest day shall consist of a continuous period of 24 hours, which where practicable shall include from midnight to midnight.

6.1.6 An employee's roster may provide for any one of the following combinations of days free from rostered work in each fortnight - 2 periods comprising 2 days each or 3 consecutive days and one stand-alone day, or one period of 4 consecutive days:

Provided 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 6.1.3 has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

6.1.7 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:

Provided that 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.

6.1.8 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.

6.1.9 *Clarification of start and finishing times*

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

6.2 Implementation of the 38 hour week

6.2.1 The principle way by which the 38 hour week is to be implemented is by working ordinary hours through the work cycle so as to provide an accrued day off.

6.2.2 The procedures for working the accrued day off are as follows:

(a) Where practicable for the purpose of providing a working week which averages 38 ordinary hours an employee shall be rostered off duty on a day during each 4 week cycle immediately following or preceding one of their normal rest days.

(b) Where such a day falls on a public holiday the succeeding or preceding ordinary working day shall be

substituted.

- (c) The employer may require an employee to substitute the accrued day off for another day in the case of an emergency or other pressing circumstances in order to meet the requirements of the organisation.
- (d) An employee with the agreement of the employer may substitute an accrued day off day for another day within the 4 weekly cycle.

- 6.2.3 Where an employee is required to work in accordance with clause 6.2.2(d) the employee where practicable may substitute a day off before the next scheduled accrued day off becomes due or may accumulate the accrued day off in accordance with clause 6.2.5.
- 6.2.4 Where it is not practical to provide such an employee with an alternative accrued day off the employee will be paid overtime for that work as if that work was performed on a Saturday.
- 6.2.5 Notwithstanding any other provision of clause 6.2 the employer and the employee may agree to accumulate up to a maximum of 5 accrued days off. Where such agreement has been reached the accumulated accrued days off shall be taken within 12 calendar months of the date on which the first accrued day off was accumulated. Consent to accumulate accrued days off shall not be unreasonably withheld by either party.
- 6.2.6 An employee shall not be entitled to paid leave for any purpose or any absence which is the employees accrued day/s off duty.
- 6.2.7 Subject to and in accordance with the 12 calendar month requirement in clause 6.2.5 an employee must take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave.
- 6.2.8 Where significant reasons exist to implement the 38 hour week in a way other than the accrued day off a different method of implementation may apply to an individual employee, groups or sections of employees in a facility provided that there is compliance with the procedures outlined in clause 6.3.

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

6.3 38 hour week - Procedures for work area level discussions

- 6.3.1 The employer and all employees concerned in each section, establishment or unit shall consult over the most appropriate means of implementing and working a 38 hour week.
- 6.3.2 The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clauses 6.1 and 6.2.
- 6.3.3 The outcome of such consultation shall be recorded in writing.
- 6.3.4 Following consultation with the employer, if an employee or group of employees of a particular establishment, unit or facility wish to work the 38 hour week in a manner other than the accrued day off, the employer shall advise Union of the proposed alternate arrangement in writing:

Provided that such notification need only occur when the alternate arrangement is to affect a significant number of employees or is for other than short-term periods.

- 6.3.5 After implementation of the 38 hour week upon giving a period of notice equivalent to the roster cycle currently worked or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered from time to time provided that the abovementioned steps have been complied with.
- 6.3.6 Notwithstanding the provisions of clause 6.3, if a dispute or difficulty should arise over the implementation of the 38 hour week it is open to either party to seek the assistance of the Commission to resolve the matter. Should the dispute or difficulty over implementation of the 38 hour week concern the accrued day off the onus in any proceedings is on the employer to prove that there are significant reasons as to why the accrued day off should not be implemented.
- 6.3.7 Notwithstanding the consultative procedure outlined herein, in the event of a dispute or difficulty arising over the implementation of the 38 hour week the employer may determine the method by which the 38 hour week is implemented until such dispute or difficulty is resolved:

Provided that any such determination by the employer shall be without prejudice to the resolution of the dispute:

Provided further that the parties shall make every effort to resolve any dispute or difficulty as soon as possible.

6.4 Meal breaks

- 6.4.1 Where an employee is rostered to work at least 6 hours, a meal break of not less than 30 minutes shall be available between the 4th and 6th hours after commencement of duty, and thereafter at intervals of no more than 6 hours.
- 6.4.2 Except as provided, double time shall be paid for all work done during meal breaks and thereafter until a meal break is taken.
- 6.4.3 Employees performing ordinary work in excess of 8 hours and up to 10 hours per day shall be entitled to a meal break of not less than one-half hour and not more than one hour to be taken at or about the fifth hour from the ordinary starting time each day.
- 6.4.4 An employee who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$12.10 in lieu thereof, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked.

6.5 Rest pauses

- 6.5.1 *Full-time employees* - Every full-time employee covered by this Award shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary, and tea and coffee shall be supplied by the employer to employees during such rest pauses.
- 6.5.2 *Part-time and casual employees* - Every part-time and casual employee shall be entitled to a paid rest pause after 3 hours' continuous duty, provided that such employees who are engaged to work more than 6.5 hours in any one engagement shall be entitled to rest pauses as for a full-time employee.
- 6.5.3 *Combining rest pauses* - Notwithstanding clauses 6.5.1 and 6.5.2, and by management discretion, the employer may combine the period of the 2 rest pauses to provide one 20 minute rest pause. In the case of the morning duty, it is taken in the first half of the duty period, and in the case of the afternoon duty, it is taken in the second half of the duty period. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary, and tea and coffee shall be supplied by the employer to employees during such rest pauses:

Provided that the ability to combine rest pauses shall not be available with respect to employees working ordinary hours of more than 8.

6.5.4 Personal appointments

Personal appointments will be made in the employee's time, and to accommodate this, the employee can on such occasions work an extended span of shift if agreed to by the employer.

6.6 Overtime

- 6.6.1 For all authorised overtime worked by a nursing employee other than a Registered Nurse level 4 or 5 in excess of their rostered ordinary hours of work outside the ordinary hours of their shift 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.
- 6.6.2 For all authorised overtime worked by a nursing employee other than a Registered Nurse Level 4 or 5 on a Sunday payment shall be made at the rate of double time.
- 6.6.3 For all authorised overtime worked by a nursing employee other than a Registered Nurse Level 4 or 5 on a public holiday payment shall be made at the rate of double time and a-half.
- 6.6.4 An employee who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$12.10 in lieu thereof, after more than 2 hours or after more than one hour if overtime continues beyond 6.00 p.m. in addition to overtime payment for the time worked.
- 6.6.5 Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment for such work by being allowed time off work at the following rate:
- (a) The first 3 hours of overtime in any one fortnight may be taken as the rate of time worked for time taken.
 - (b) Any period in excess of 3 hours overtime in any one fortnight may be taken off at a rate equivalent to the prescribed overtime penalty.

- (c) Should overtime in excess of 3 hours be consecutively worked on any one engagement, such overtime shall be taken or paid at the rate of double time.
- (d) An employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being worked. The employee shall be paid for the overtime worked at the appropriate overtime rate in the following instances:
 - (i) Where the employer is unable to release the employee; or
 - (ii) At the time of termination by either party under any circumstances.
- (e) Subject to prior approval by the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 6.6.1.

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

- (f) Where an employee takes time off in accordance with clause 6.6.5(e) the employer shall offer the employee reasonable opportunities to make up the period of time off 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.

6.6.6 An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall subject to clause 6.6.6, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

6.6.7 With the exception of employees rostered to work following a 10 hour shift, clause 6.6.6 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) to permit changes to shift rosters; or
- (b) by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued.

6.7 External transfer duty

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

(b) (Without patient)

(i) When travelling to commence or returning from external transfer duty without a patient during what would normally have been the employee's rostered hours an employee shall be paid for a maximum of 12 hours out of every 24 hours at ordinary rates.

(ii) When travelling or returning on a day not rostered for duty such employee shall be paid for a maximum of 12 hours out of every 24 hours at ordinary rates provided that the employee shall be granted in addition a day off in lieu or an additional day added to the employee's next annual leave:

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

Provided also that payment under clause 6.7 shall not exceed that calculated by reference to the soonest and most direct return route made available to the employee by the employer.

6.8 Shift work

6.8.1 *Afternoon and night duty - Extra payment (other than Levels 4 and 5 registered nurse)*

- (a) Extra payment for afternoon shift

- (i) Afternoon shift is a shift commencing on or after 12 midday.
- (ii) Afternoon shift workers shall be paid an allowance of 12.5% for each shift or ordinary hours.
- (b) Extra payment for night shift:
 - (i) Night shift is a shift where the major portion is worked after 9.00 pm
 - (ii) Night shift workers shall be paid an allowance of 15% for each shift of ordinary hours.
- (c) In the instance of a casual employee the shift allowance prescribed herein shall be calculated on the relevant rate of pay exclusive of the casual loading.
- (d) At 27 November, 2000, no existing employee will be required to work an afternoon or night shift unless they agree to do so in writing.
- (e) The existing alternative shift arrangements agreed between the employer and the Union prior to 27 November 2000 shall continue to apply.

6.9 Weekend work

All rostered time worked by levels 1, 2 and 3 Registered Nurses and Enrolled Nurses, other than casual employees, between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half and between midnight Saturday and midnight Sunday at the rate of time and three-quarters:

Provided that extra payment for weekend work shall not apply to Levels 4 and 5 Registered Nurses.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every full-time employee, shall at the end of each 12 months of employment, be entitled to annual leave on full pay as follows:
 - (a) Not less than 228 hours if employed on shift work where 3 shifts per day are worked over a period of 7 days per week, and, where an employee works a minimum of 20 rostered shifts on each of the 3 shifts during a 12 month period from the date of commencing duty or from the date of the last annual leave. A part-time employee shall be entitled to a *pro rata* payment of the additional weeks annual leave.
 - (b) Not less than 190 hours in any other case.
- 7.1.2 Such annual leave shall be paid for by the employer in advance:
 - (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award, at that excess rate; and
 - (b) In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due, the employee's pay, calculated in accordance with clause 7.1.8, for 190 hours and also the employee's ordinary pay for Labour Day, annual show, or Easter Saturday should such public holidays occur during such period of 190 hours.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, a monetary *pro rata* equivalent of the annual leave prescribed.
- 7.1.5 Unless the employee otherwise agrees, the employer shall give the employee at least 14 days' notice of the date from which the employee's annual leave shall be taken.
- 7.1.6 Annual leave by mutual agreement between employer and employee may be taken in one or more parts, provided that 38 hours entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.
- 7.1.7 Except as provided in clause 7.1.4, it shall not be lawful for the employer to give, or for any employee to receive, payment in lieu of annual leave.

7.1.8 *Calculation of annual leave payments:*

Annual leave payments (including any proportionate payments) shall be calculated as follows:

- (a) Subject to clause 7.1.8(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed by this Award for the annual leave period (excluding weekend penalty rates); and
 - (ii) A further amount calculated at the rate of 17.5% of such amount.
- (b) Clause 7.1.8(a) will not apply to the following:
 - (i) Any annual leave period exceeding 152 hours per annum; or
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.9 *Leave debits*

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

7.2 Sick Leave

7.2.1 *Entitlement*

- (a) Every employee, except a casual employee, is entitled to 76 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 5 weeks up to a maximum of 76 hours for each completed year of employment:

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

7.2.2 *Employee must give notice*

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

7.2.3 *Evidence supporting a claim*

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

7.2.4 *Accumulated sick leave*

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

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

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

7.2.5 *Leave debits*

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

7.2.6 *Workers' compensation*

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

7.3 Common procedure for monitoring sick leave usage

7.3.1 The employer/s and Union recognise that absenteeism constitutes a significant industrial relations issue and cost overhead, and in clause 7.3 recognise that both the Union and industry representatives will collaborate on reducing its incidence, and agree to a range of initiatives to examine trends and causes. As one measure only, the parties agree to implement the following procedure:

- (a) The parties recognise that sick leave is unlike annual or long service leave in that sick leave is conditional upon an employee being ill or injured to the point of being unfit for duty. (Except when used as special responsibility leave for the care and support of the employee's immediate family or household in clause 7.6)

It is an insurance to protect the employee and family against hardship should they be unable to continue in their normal occupation when injured or ill.

- (b) This procedure is designed to equitably scrutinise sick leave usage by employees.
- (c) At the end of each 3 monthly period the responsible officer will review attendance of employees' records who have been absent from work for more than 3 days on sick leave.
- (d) Such officer or nominated delegate will then have the matter examined in the following manner:
 - (i) check the pattern of leave;
 - (ii) check the past history of absences to see if this pattern is unusual for the employee;
 - (iii) check with the employee's supervisor regarding knowledge of the employee's personal problems or situation at the time the employee was absent, or the supervisor believed it to be a genuine absence for injury or sickness; or is due to the effects of management or work practices which need review;
 - (iv) the results of the above checks should be recorded for future information;
 - (v) if the results of 2 consecutive periods show possible unsatisfactory attendance and reasons for absence, then the following actions should be taken.
- (e) Formally notify the employee of a forthcoming interview between the responsible officer, or their nominated delegate, in the presence of the supervisor and notify the employee that they may have a Union representative present if that employee so requests.

If the discussion in respect to the absences does not provide satisfactory reason for the absences then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee will be entitled to have filed the employee's explanation.

- (f) If a similar pattern is observed in the next period, the employee is again interviewed, and if the interview results in unsatisfactory reasons again being given, then a second letter is to be sent to the employee, also indicating proof of illness or a certificate may be required for any absence for the next 6 months.
- (g) If the above action still results in further substantiated unsatisfactory attendance at work then the employee may face termination of employment.
- (h) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of filling out a false leave application form and claim in sick leave pay when that person was not actually sick. Similarly, the above procedures do not repudiate the Union's right to take the matter to the appropriate tribunal.

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.

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

7.5 Long service leave

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

7.6 Family leave

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

7.6.1 It is to be noted that:

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

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

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

7.7 Paid maternity leave

7.7.1 An employee is entitled to 6 weeks paid maternity leave:

Provided that at the time of confinement the employee has completed a minimum of one year's service as a full-time or part-time employee or a combination of both:

Provided further that part-time employees are entitled to paid maternity leave on a *pro rata* basis based on the average number of hours worked in the period preceding the taking of the maternity leave.

7.7.2 The method of payment shall be by agreement between the employer and employee:

Provided that existing alternative arrangements in place in any workplace shall continue to apply to that workplace.

7.8 Public holidays

7.8.1 An employee, other than a casual employee, who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.8.2 All work done by any employee on:

- the 1st of January;
- the 26th of January;
- Good Friday;
- Easter Monday;
- the 25th day of 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 with a minimum of 4 hours.

7.8.3 Labour Day

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

7.8.4 Annual show

Except as hereinafter provided, all work done by employees 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:

Provided that where such show is of more than one day's duration, the employees may agree with the employer to substitute another day, other than a Saturday or Sunday, during the show period in lieu of the day so appointed in which case the provisions of clause 7.8.4 shall apply to the day so substituted.

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

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

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

7.8.7 Double time and a half

For the purposes of clause 7.8, where the rate of wages is a weekly one, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.8.8 Stand down

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

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

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

7.8.11 *Holidays when rostered off duty* - If Labour Day, annual show, or Easter Saturday falls on an employee's rostered day off, an extra day shall be added to such employee's annual leave:

Provided that clause 7.8.11, in so far as Easter Saturday is concerned, shall not apply to any employee whose ordinary hours of work are regularly worked between Monday to Friday inclusive and who regularly has Saturday and Sunday off each week.

7.8.12 *Substitution*

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.9 Jury service

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

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

8.1 Travelling, transport and fares

Any employee directed by the employer to work at a city or town other than the employee's usual place of employment shall be allowed first class rail fares including sleeper when necessary. The employee shall also be granted a refund of reasonable and necessary expenses actually incurred:

Provided that any employee transferred from one centre to another shall be granted fares and expenses in accordance with clause 8.1 whilst travelling to the new centre.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training

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

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

9.2 In service training

Employers may provide up to 40 hours per year paid in-service and/or education, in which case 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 nursing.

An employer shall not be required to make any payment for wages for anytime associated with any employee undertaking reciprocal training and/or education.

9.3 Professional development

The employer may provide unpaid leave and therefore the preservation of leave entitlements of full and part-time staff who apply for leave to undertake tertiary or such other courses which are required by the employer.

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

10.1 Joint occupational health and safety committee

The Award parties will establish a joint Union and employer Occupational Health and Safety Committee to consult at state level on strategies and guidelines designed to improve safety through the introduction of programmes centred on preventative education with respect to specific work related hazards.

10.2 Rainproof clothing

The employer shall ensure that adequate rainproof clothing (including gum boots where required) and an umbrella shall be readily accessible to the employee.

10.3 Telephone expenses

An employee required by the employer to have a telephone installed at the employee's home will be paid by the employer all installation and rental expenses, and all other charges arising out of the use of that telephone in connection with the employer's operations.

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

The employer shall ensure that a copy of this Award, together with notices of the commencing and ceasing times of the employees, is readily available for perusal by such employees.

SCHEDULE 1 - Directors of nursing grades

Grade 1C (Blue Nursing Service only)

Allora/Clifton	Lowood-Rosewood
Ayr	Mareeba
Brisbane Valley/Kilcoy	Millmerran
Callide Valley	Monto
Central Burnett	Mossman
Charleville	Moura
Chinchilla-Miles	Mundubbera-Eidsvold
Cloncurry	Murgon
Crows Nest	Pittsworth
Cunnamulla	Proserpine
Dalby	Roma
Fassifern	Sarina
Gladstone	Stanthorpe
Goondiwindi	Tully
Innisfail	Warwick
Kingaroy	

Grade 1B (Blue Nursing Service only)

Beaudesert	Hervey Bay
Bowen	Ingham
Bundaberg	Lockyer
Caloundra	Mount Isa
Capricorn Coast	Springwood
Charters Towers	Tablelands
Gympie	

Grade 1A (Blue Nursing Service only)

Caboolture
Maryborough
Nambour
Noosa.

Grade 2 (Blue Nursing Service only)

Beenleigh
Cairns
Coolangatta
Mackay
Redcliffe
Redlands
Rockhampton
Sandgate

Southport
Toowoomba
Wynnum

Grade 3 (Blue Nursing Service only)

Ipswich
Townsville

Grade 4

St Vincent de Paul
St Luke's
Blue Nursing Service (Brisbane Central).

SCHEDULE 2 - Generic level statements

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

Compliance with Australasian Nurse Registering Authorities Conference competencies is required at each level

LEVEL 1 - REGISTERED NURSE

<p>GENERIC LEVEL STATEMENT</p> <p>The Registered Nurse is the first level nurse who is licensed to practice nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Nurses Registration Board of Queensland and holds a current practising certificate.</p> <p>The degree of expertise will experience as the Registered Nurse advances through this level.</p> <p>The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.</p>	<p>RESPONSIBILITIES</p> <p>The Registered Nurse gives direct nursing care based on the A.N.R.A.C. competencies, to a group of patients/clients in collaboration with the CN/CNC.</p> <p>These A.N.R.A.C. competencies are grouped as follows:</p> <p>PROFESSIONAL/ETHICAL PRACTICE</p> <ol style="list-style-type: none">1. Demonstrates a satisfactory knowledge base for safe practice.2. Functions in accordance with legislation and common law affecting nursing practice.3. Protects the rights of individuals and groups.4. Demonstrates accountability for nursing practice.5. Conducts nursing practice in a way that can be ethically justified <p>REFLECTIVE PRACTICE</p> <ol style="list-style-type: none">6. Recognises own abilities and level of professional competence.7. Acts to enhance the professional development of self and others.8. Recognises the value of research in contributing to developments in nursing and improved standards of care. <p>ENABLING</p> <ol style="list-style-type: none">9. Maintains a physical and psychosocial environment which promotes safety, security and optimal health.10. Acts to enhance the dignity and integrity of individuals and groups.11. Assists individuals or groups to make informed decisions.12. Communicates effectively and documents relevant information.13. Effectively manages the nursing care of individuals or groups. <p>PROBLEM FRAMING AND SOLVING</p> <ol style="list-style-type: none">14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings.15. Formulates a plan of care in consultation with
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<p>GENERIC LEVEL STATEMENT</p>	<p>RESPONSIBILITIES individuals/groups taking into account the therapeutic regimes of other members of the health care team. 16. Implements planned care. 17. Evaluates progress of individuals or groups toward planned outcomes.</p> <p>TEAMWORK 18. Collaborates with the health care team.</p>
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LEVEL 2 - CLINICAL NURSE

<p>GENERIC LEVEL STATEMENT A Clinical Nurse means a Registered Nurse who is appointed as such. The Clinical Nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice. The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>A Clinical Nurse is responsible for a specific client population, and is able to function in more complex situations while providing support and direction to Registered Nurses and other non-registered nursing personnel. The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes The Clinical Nurse is able to demonstrate</p> <ul style="list-style-type: none"> - advanced level clinical skills and problem-solving skills; - planning and co-ordination skills in the clinical management of patient care; - ability to work within a collegiate/team structure;- awareness of and involvement with the quality assurance process; - contribution to professional practice of the unit. 	<p>RESPONSIBILITIES</p> <ol style="list-style-type: none"> 1. Gives direct care to a group of patients/clients 2. May relieve Level 3 positions. 3. Acts as a role model for Registered Nurses and other non- registered personnel in the provision of holistic patient/client care. 4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.: <ul style="list-style-type: none"> - planning and co-ordination of ward/unit education programs and other staff development activities - orientation of new staff. - preceptorship for new staff - participates in action research. 5. Participates in nursing policy review and initiatives. 6. Co-operates with other Clinical Nurses in relation to development of programs and initiatives. 7. Ensures a safe working environment
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LEVEL 3 - CLINICAL NURSE CONSULTANT

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

<p>GENERIC LEVEL STATEMENT</p> <p>Nurse Manager means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.</p> <p>The Nurse Manager collaborates with the Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>Nurse Managers must demonstrate management skills including:</p> <ul style="list-style-type: none"> - organisation and planning skills in relation to personnel and material resource management. - awareness and understanding of staffing methodologies. - leadership qualities. - analytical and report writing skills. <p>The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<p>RESPONSIBILITIES</p> <ol style="list-style-type: none"> 1. Provides nursing management of human and material resources for a specified group of clinical units. 2. Provides financial management, budget preparation and cost control within the specified units. 3. Allocates and rosters staff for the designated units to provide an optimal level of patient/client care. 4. Co-ordinates staff leave. 5. Engages in research related to management issues and problems. 6. Develops management information data base for area. 7. Engages in review of staffing methodology. 8. Identifies issues requiring policy review. 9. Participates in relevant policy development. 10. Develops and implements relevant quality assurance programs. 11. Participates in staff selection processes. 12. Participates in orientation and other staff development activities. 13. Participates in performance review mechanisms. 14. Ensures a safe working environment. 15. Participates in relevant research projects.
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LEVEL 3 - NURSE EDUCATOR

<p>GENERIC LEVEL STATEMENT</p> <p>Nurse Educator means an employee appointed as such, who is a Registered Nurse and is accountable for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs.</p> <p>The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>The Nurse Educator demonstrates:</p> <ul style="list-style-type: none"> - appropriate mix of clinical and educational skills - analytical and report writing skills 	<p>RESPONSIBILITIES</p> <ol style="list-style-type: none"> 1. Assists in the design, implementation and assessment of nursing education programs, including in-service and staff development programs. 2. Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources. 3. Provides ongoing evaluation and modification of the staff development/education programs. 4. Co-operates with ward/unit staff to develop education initiatives for staff and patients. 5. Monitors ongoing educational needs of nursing staff and implements appropriate educational
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GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>- leadership qualities</p> <p>- organisational and planning skills in relation to education</p> <p>The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<p>experiences.</p> <ol style="list-style-type: none"> 6. Maintains an information data base on educational programs and programs participants. 7. Identifies issues requiring policy review. 8. Participates in relevant policy development. 9. Develops and implements relevant quality assurance programs. 10. Participates in staff selection processes. 11. Participates in orientation and other staff development activities 12. Participates in performance review mechanisms. 13. Ensures a safe working environment. 14. Participates in relevant research projects.

LEVEL 3 - NURSE RESEARCHER

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Nurse Researcher is an employee appointed as such, who is a Registered Nurse responsible for development, conduct and quality of ethically sound nursing research projects and quality assurance programs.</p> <p>The Nurse Researcher acts as a resource person for nurses engaged in research and quality assurance projects.</p> <p>The Nurse Researcher demonstrates:</p> <ul style="list-style-type: none"> - the knowledge of and ability to apply a range of research techniques and methodologies. - organisation and planning skills in relation to research practice. - leadership qualities. - analytical and report writing skills. - an awareness of ethical standards in research practice. <p>The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.</p> <p>The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.</p>	<ol style="list-style-type: none"> 1. Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice. 2. Maintains ongoing assessment of risk-benefit to persons participating in nursing research. 3. Adopts research procedures which protect privacy, confidentiality of information and patient rights. 4. Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients. 5. Communicates with relevant care givers when selecting research participants. 6. Contributes to the functioning of the Ethics Committee. 7. Ensures research participants are informed of research and its implications. 8. Documents and disseminates research findings. 9. Identifies issues requiring policy review. 10. Participates in relevant policy development. 11. Develops and implements relevant quality assurance programs. 12. Participates in staff selection processes. 13. Participates in orientation and other staff development activities. 14. Participates in performance review mechanisms. 15. Ensures a safe working environment.

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - CLINICAL

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Assistant Director of Nursing - Clinical means an employee appointed as such, who is a Registered Nurse and is an expert clinical practitioner. The Assistant Director of Nursing (Clinical) is responsible for the overall co-ordination, formulation and direction of policies relating to the provision of clinical nursing care in designated practice settings, as well as providing advice on clinical issues for clients/patients.</p> <p>The Assistant Director of Nursing (Clinical) will work collaboratively with Assistant Directors of Nursing (Management, Education and Research) to ensure the</p>	<ol style="list-style-type: none"> 1. Engages in co-ordination of a specific group of clinical units and Clinical Nurse Consultants. 2. Responsible, with the clinical unit staff, for a safe standard of client/patient care. 3. Develops strategies to effect appropriate quality

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>The Assistant Director of Nursing (Clinical) is responsible for the development of appropriate policy and standards for the planning, development, implementation and evaluation of client/patient care.</p> <p>The Assistant Director of Nursing (Clinical) initiates and monitors quality assurance and research programs to ensure to provision of quality nursing care.</p> <p>The Assistant Director of Nursing (Clinical) assumes accountability and responsibility for own actions.</p>	<p>assurance programs.</p> <ol style="list-style-type: none"> 4. Responsible for clinical operational planning and decision-making. 5. Acts as clinical consultant to nursing division and contributes to nursing policy development and initiate reviews where appropriate. 6. Promotes participative decision-making within the clinical stream. 7. Promotes effective leadership and support for the Clinical Nurse Consultant group. 8. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies. 9. Represents clinical unit staff at executive nursing level. 10. Functions as a member of the nursing executive team. 11. Participates in recruitment and selection of staff. 12. Participates in staff development programs 13. Deputises for the Director of Nursing, when required 14. Co-ordinates and promotes clinical research.

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - MANAGEMENT

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Assistant Director of Nursing - Management means an employee appointed as such, who is a Registered Nurse and is expert in the field of nursing management and who is accountable for co-ordinating the provision and availability of human, material and financial resources to an assigned number of management units and for staffing methodologies.</p> <p>The Assistant Director of Nursing (Management) will work collaboratively with the Assistant Directors of Nursing (Clinical, Education and Research) to ensure the provision of quality, cost effective nursing care.</p> <p>Position incumbents may be required to design and implement approved research studies and quality assurance programs pertaining to management and to evaluate findings.</p> <p>Incumbents will co-ordinate the preparation of unit budget submissions and the preparation of the nursing division budget submission.</p> <p>Assistant Director of Nursing - Management assumes accountability and responsibility for own actions.</p>	<ol style="list-style-type: none"> 1. Acts as management consultant to nursing division and contributes to policy development. 2. Engages in management of human and material resources. 3. Engages in personnel functions. 4. Monitors global staff allocations. 5. Manages operational activities for specified units. 6. Undertakes the establishment and ongoing review of occupational health and safety programs. 7. Manages financial and budget control for a group of units. 8. Researches management issues and problems including absenteeism, turnover, job satisfaction and occupational injuries. 9. Promotes participative decision-making within the management stream. 10. Provides effective leadership and support for the nurse manager group. 11. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies. 12. Represents the Nurse Managers at the executive nursing level. 13. Functions as a member of the executive nursing team. 14. Participates in recruitment and selection of staff.. 15. Participates in staff development programs. 16. Deputises for Director of Nursing when required.

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

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Assistant Director of Nursing - Education and Staff Development means an employee appointed as such who is a Registered Nurse expert in the field of nurse education and is accountable for:</p> <ul style="list-style-type: none"> - development, implementation and evaluation of staff development programs. - the co-ordination and standards of nurse education/staff development programs <p>The Assistant Director of Nursing (Education) works collaboratively with the Assistant Directors of Nursing (Clinical, Research and Management) to ensure the provision of quality, cost effective nursing care.</p> <p>The Assistant Director of Nursing (Education) assumes accountability and responsibility for own actions.</p>	<ol style="list-style-type: none"> 1. Engages in the planning, co-ordination, implementation and evaluation of nursing staff development programs. 2. Manages educational resources. 3. Acts as an education consultant to the nursing division and contributes to policy development. 4. Undertakes career counselling for nursing staff. 5. Contributes to nursing staff development programs. 6. Maintains an information data base relative to education activities. 7. Promotes participative decision-making within the education stream. 8. Provides educational leadership to staff. 9. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies. 10. Represents nurse educators at the executive nursing level. 11. Functions as an executive member of the nursing team. 12. Participates in recruitment and selection of staff. 13. Engages in financial management and budgetary control of educational resources. 14. Deputises for Director of Nursing when required. 15. Co-ordinates educational research.

LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - RESEARCH

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Assistant Director of Nursing - Research means an employee appointed as such and is a Registered Nurse who is expert in the field of research and is responsible for the overall co-ordination and management of nursing research.</p> <p>Assistant Director of Nursing (Research) will work collaboratively with Assistant Directors of Nursing Clinical, Management and Education to:</p> <ul style="list-style-type: none"> - improve the quality of nursing care through practice-oriented research. - ensure cost effective delivery of health care based on research. - monitor the standards of quality care. <p>The Assistant Director of Nursing (Research) assumes accountability and responsibility for own actions.</p>	<ol style="list-style-type: none"> 1. Initiates nursing research projects. 2. Promotes the funding and conduct of nursing research within the health facility. 3. Acts as expert consultant on nursing research and contributes to policy development. 4. Supervises and co-ordinates nursing research projects. 5. Represents nursing on the ethics committee. 6. Establishes policies and guidelines for nurse researcher in line with ethics committee recommendation. 7. Ensures patient/human rights of participants in nursing research projects. 8. Ensures research is conducted in accordance with recognised ethical guidelines. 9. Implements relevant findings of nursing research. 10. Monitors risk-benefit implications of nursing research projects. 11. Documents and disseminates research findings. 12. Promotes participative decision-making within the research stream. 13. Provides effective leadership and support for nurses involved in research. 14. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies. 15. Represents nurse researchers at executive nursing level. 16. Functions as a member of the executive nursing team. 17. Participates in recruitment and selection of staff. 18. Participates in staff development programs. 19. Deputises for Director of Nursing, when required.

LEVEL 5 - DIRECTOR OF NURSING

GENERIC LEVEL STATEMENT	RESPONSIBILITIES
<p>Director of Nursing means an employee appointed as such, who is a Registered Nurse.</p> <p>The Director of Nursing has responsibility for strategic planning and decision-making relating to the nursing service.</p> <p>The Director of Nursing is accountable for the activities of the nursing service, participates as a member of the executive management team within the health care agency and is involved in future planning strategies to ensure that the health facility meets the changing needs of patients/clients.</p> <p>The Director of Nursing demonstrates knowledge of contemporary nursing theory and practice and expertise in health care, personnel and financial/economic management. The Director of Nursing demonstrates a high level of management and leadership skills and is required to formulate policies and strategic plans for staff and organisational development within the nursing service.</p>	<ol style="list-style-type: none">1. Promotes and co-ordinates the nursing division for the delivery of high quality care.2. Represents the nursing division, its philosophies and objectives.3. Provides overall budgetary management of the nursing division.4. Functions as a member of the executive management team.5. Represents the interest of nursing to the Regional Health Authority.6. Demonstrates leadership of the nursing service in line with developed philosophies, policies, objectives and goals of the nursing service and the health unit.7. Engages in strategic planning and decision-making in conjunction with senior nursing personnel.8. Promotes a high standard of nursing practice.9. Promotes participative decision-making and decentralisation of operation.

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

S3.1 Definitions

Clause 5.2 of this Award shall be applied according to the following definitions:

S3.1.1 "In-service training" means the formal and/or informal work related learning activities required by the employer to be undertaken by an employee through opportunities provided by the employer, which contribute to an employee's professional development and efficiency by:

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

S3.1.2 "Supervision" means, subject to the regulations and/or bylaws of the Nurses Registering Authority for Queensland, the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the employee's preparation and competence.

Specifically:

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

S3.1.3 "Year of practical experience" means 1976 hours of duty, or paid leave to the equivalent of 1976 hours including annual, sick, bereavement and other paid leave.

S3.1.4 "Paypoint 1" means the Paypoint to which an employee shall be appointed as an Enrolled Nurse, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) *Training and experience*

- (i) the satisfactory completion of a hospital based course of training in nursing of not more than 12 months'

duration leading to enrolment as an Enrolled Nurse; or

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

(c) *Skill indicators*

The employee has, noting the ANRAC competencies for enrolment:

- (i) limited or no practical experience of current situations, and
- (ii) limited discretionary judgement, not yet development by practical experience.

S3.1.5 "Paypoint 2" means the Paypoint to which an employee shall be appointed or shall progress from Paypoint 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) *Training and experience*

- (i) The satisfactory completion of a hospital based course of general training in nursing of more than 12 months' duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse, or
- (ii) In addition to the experience, skill and knowledge requirements specified for Paypoint 1, not more than one further year of practical experience in the provision of nursing care and/or services;

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

(c) *Skill indicators*

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

- (i) a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary, and/or
- (ii) is able to relate theoretical concepts to practice and/or
- (iii) requires assistance in determining priorities.

S3.1.6 "Paypoint 3" means the Paypoint to which an employee shall be appointed or progress from Paypoint 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) *Training and experience*

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

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

(c) *Skill indicators*

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

- (i) an ability to organise, practice and complete nursing functions in stable situations with minimal direct supervision, and/or
- (ii) the use of observation and assessment skills to recognise and report deviations from stable conditions, and/or
- (iii) demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice, and/or
- (iv) uses communication and interpersonal skills to assist in meeting psychosocial needs of residents.

S3.1.7 "Paypoint 4" means the Paypoint to which an Enrolled Nurse shall be appointed or progress from Paypoint 3,

where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

(a) *Training and experience*

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

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

(c) *Skill indicators*

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

(i) demonstrable speed and flexibility in accurate decision making, and/or

(ii) organises own workload and sets own priorities with minimal direct supervision, and/or

(iii) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs, and/or

(iv) uses communication and interpersonal skills to meet psychosocial needs of residents.

S3.1.8 "Paypoint 5" means the Paypoint to which an Enrolled Nurse shall be appointed or shall progress from Paypoint 4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

(a) *Training and experience*

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

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

(c) *Skill indicators*

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

(i) contributes information in assisting the Registered Nurse/s with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary; and

(ii) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

(iii) demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Nurse.

S3.2 Enrolled Nurse Progression, Appeal and Accelerated Advancement

S3.2.1 Paypoint determination and progression

(a) The Paypoint for each Enrolled Nurse is to be determined by the employer by reference to the Enrolled Nurse's skills and knowledge compared to those set out in the Paypoint definitions in Schedule 3.

(b) Each Enrolled Nurse shall also identify their appropriate Paypoint through self assessment of their own skills and knowledge by reference to the Paypoint definitions.

(c) Where there is a difference in Paypoint assessment arising out of clauses S3.2.1(a) and (b), an Enrolled Nurse may elect to process the matter through the mechanism in clauses S3.2.2(b) to (d) inclusive having first endeavoured to resolve the matter through discussions with the employer.

(d) Subject to the terms specified for each Paypoint as defined in Schedule 3, each employee shall progress on their annual anniversary day, having regard to each year of practical experience, from one Paypoint to the next, having regard to the acquisition and utilisation, of skills and knowledge through experience in the employee's practice setting/s over such period:

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

S3.2.2 Appeal and review

- (a) Where an employee believes on reasonable grounds that circumstances have changed since that employee's last progression review, that employee shall have the right to request the employer to initiate a review within 30 days of the request. Such review should be completed within 30 days from commencement. If the review results in a recommendation for movement to the next Paypoint, such movement shall be operative from the commencement date of the review.
- (b) An employee may appeal in writing, an employer's deferral or refusal or a review outcome in regard to Paypoint progression. Such appeal shall commence within 30 days of lodgement and be finalised within 30 days of commencement.
- (c) An appeal or review for the purposes of clause S3.2.2 shall be undertaken and resolved in accordance with clause 3.3 of this Award.
- (d) Where, as a result of clause S3.2.2 (b), there is a revocation of the employer's decision, Paypoint progression shall be deemed to operate and be payable from the date for such progression in accordance with clause S3.2.1 (d).

S3.2.3 Accelerated advancement

- (a) Subject to clause S3.2.1, an employee shall be entitled to accelerated advancement by one Paypoint:
 - (i) for possession of a post enrolment qualification accredited by an Australian statutory nurse registering authority, or
 - (ii) on completion of a post enrolment course of at least 6 months' duration where such an employee is required to perform duties of a position to which such training is directly relevant:

Provided that an employee who has already been advanced one Paypoint under clause S3.1.5(a)(i) shall not be entitled to further accelerated advancement pursuant to clause S3.2.3.

- (b) An employee who has advanced in accordance with clause S3.2.3(a) shall not be entitled to further accelerated advancement pursuant to clause S3.2.3.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in Paypoint pursuant to clause S3.2.3(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

S3.2.4 Recognition of training, experience and skill

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

- (a) finalising translations of all employees employed at 6 April 1998 by reference to the requirements at each of the Paypoint definitions; and
- (b) determining the appropriate Paypoint for appointment of employees appointed hereinafter; and determining the appropriate Paypoint for progression of all Enrolled Nurses.

Appendix A

The following areas have been identified by the parties as "non agreed" matters:

Clause 4.2

The QNU wishes to include the following proviso in clause 6.1.9

"Provided employees handling toxic substances or performing unhygienic work have the right to wash up in the employer's time when the need arises."

Dated 5 August 2003.

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

Operative Date: 6 October 2003