

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

NURSES' AWARD - STATE 2005

Following the Declaration of the General Ruling for Overtime Meal Allowance (matter numbers B/2010/34 and B/2010/38), the Nurses' Award - State 2005 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Nurses' Award - State 2005 as at 1 January 2011.

Dated 1 March 2011.

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

NURSES' AWARD - STATE 2005

PART 1 - APPLICATION AND OPERATION

1.1 Title

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1.3 Award coverage

1.3.1 This Award applies to all nursing staff employed in non-institutional health settings including:

- (a) Industrial, commercial and retail establishments
- (b) Local Government authorities
- (c) Doctors surgeries
- (d) Specialist Medical Centres
- (e) Creches and kindergartens
- (f) Independent Schools
- (g) Pathology laboratories

1.3.2 This Award does not apply to:

- (a) any employee employed by a Queensland Government entity as defined under the *Public Service Act 1996* who is covered by an award or certified agreement of this Commission or an award or certified agreement of the Australian Industrial Relations Commission;
- (b) any employee of the Mater Misericordiae Public Hospital who is covered by an award or certified agreement of this Commission or an award or certified agreement of the Australian Industrial Relations Commission;
- (c) any person who is a member of a religious Order.

1.4 Definitions

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

1.4.2 "Assistant-In-Nursing" is an employee who is assisting in nursing duties but who is not a Registered Nurse or an Enrolled Nurse.

1.4.3 "Boarding School" is an Independent School providing primary level, secondary level or vocational education that makes provision, as part of the provision of education or as an adjunct to the provision of education, for students to be accommodated.

1.4.4 "Casual Employee" is an employee who is employed on a daily basis for not more than 32 hours in any one week.

1.4.5 "Commission" means the Queensland Industrial Relations Commission.

1.4.6 "Director" is a Registered Nurse appointed as such who is immediately responsible for the overall conduct of a child care centre and/or child minding centre of a creche or kindergarten.

1.4.7 "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 regulations and/or by-laws of the Queensland Nursing Council and who holds a current Annual Licensing Certificate as such.

1.4.8 "Independent School" includes all non-Government schools including Grammar Schools incorporated under the *Grammar Schools Act 1975*.

1.4.9 "Part-time Employee" means an employee, other than a "Casual Employee", as defined, or an employee employed in a relieving capacity, who is engaged to work regular hours each week.

The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than 4 hours or more than 8 hours per day.

Such hours shall be fewer than 32 per week.

1.4.10 "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 by-laws of the Queensland Nursing Council and who holds a current Annual Licensing Certificate; and
- (c) who is employed on the basis of that qualification.

1.4.11 "Specialist Medical Centre" is a centre in which services are provided by one or more registered specialist medical practitioners.

1.4.12 "Union" means the Queensland Nurses' Union of Employees.

1.5 Area of operation

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

1.5.1 *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; then by that parallel of latitude due west of 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.
- (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; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due east to the sea-coast; then by the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.5.2 *Districts*

- (a) Northern Division -
 - (i) Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.
 - (ii) Western District - The remainder of the Southern Division.
- (b) Southern Division -
 - (i) Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.
 - (ii) Western District - The remainder of the Southern Division.

1.6 Date of operation

This Award takes effect from 21 November 2005.

1.7 Parties bound

This Award is legally binding on the employers and employees as prescribed in clause 1.3.1 and the Union and its members.

PART 2 - FLEXIBILITY

2.1 Consultation

- 2.1.1 The parties to this Award are committed to cooperating 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.
- 2.1.2 At each establishment or enterprise, an employer, the employees and the relevant Union or Unions are committed to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that establishment. Measures raised by the employer, employees or Union or Unions for consideration consistent with the objectives of clause 2.1.1 shall be processed through that consultative mechanism and procedures.

2.2 Enterprise flexibility

- 2.2.1 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.
- 2.2.2 The consultative processes established in an enterprise in terms of clause 2.2 may provide an appropriate mechanism for consideration of matters relevant to clause 2.2.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

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

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

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

4.1 Contract of employment

4.1.1 Type of engagement

An employee may be engaged as a full-time, part-time or Casual Employee.

4.1.2 Written confirmation of employment details

The employer shall provide to the employee, upon engagement, written confirmation of employment details that specifies the following:

- (a) type of engagement;
- (b) classification and pay point level;

- (c) whether a probationary period applies, and if so, the duration and terms of that probationary period;
- (d) in the instance of part-time employees such confirmation shall include the number of ordinary hours of work contracted as usually required.

4.2 Termination of employment

4.2.1 Statement of employment

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

4.2.2 Termination by employer

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

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

- (b) In addition to the notice in clause 4.2.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

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

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

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

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

- (e) The period of notice in clause 4.2.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.2.3 Notice of termination by employee

- (a) An employee (other than a casual) shall give 2 weeks' 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.

4.2.4 Time off during notice period

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

4.3 Introduction of changes

4.3.1 Employer's duty to notify

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

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

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

4.3.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.3.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

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

4.4 **Redundancy**

4.4.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.4.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

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

4.4.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.4.1(a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.2.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.4.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.4 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 4.4.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

4.4.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.4.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.4.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.4.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.2.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.4.1(a), shall be entitled to the following amounts of severance pay:

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

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

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

4.4.7 *Superannuation benefits*

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

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and

- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.4.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.4.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

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

4.4.9 *Alternative employment*

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

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

Clause 4.4 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.4.11 *Employees exempted*

Clause 4.4 shall not apply:

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

4.4.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.4 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.4.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.4.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.4.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.4.14 Incapacity to pay

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

4.5 Anti-discrimination

4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

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

4.5.3 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.

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

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

4.6 Incidental or peripheral tasks

4.6.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Wages

5.1.1 The minimum rates of pay for employees covered by this Award are:

| Classification | Per week \$ |
|--|----------------|
| (a) Industrial, commercial and retail establishments; local government authorities | |
| (i) Occupational Health Nurse Grade 1 | |
| 1st year | 734.30 |
| 2nd year | 757.90 |
| 3rd year | 779.50 |
| 4th year | 805.00 |
| (ii) Occupational Health Nurse Grade 2 | |
| 1st year | 734.30 |
| 2nd year | 757.90 |

| Classification | Per week \$ |
|---|----------------|
| 3rd year | 779.50 |
| 4th year | 805.00 |
| 5th year | 828.60 |
| 6th year | 852.20 |
| 7th year | 875.80 |
| 8th year and thereafter | 897.30 |
| (b) Doctors' rooms | |
| (i) Registered Nurse Level 1 | |
| 1st year | 734.30 |
| 2nd year | 757.90 |
| 3rd year | 779.50 |
| 4th year | 805.00 |
| (ii) Registered Nurse Level 2 | |
| 1st year | 920.90 |
| 2nd year | 934.60 |
| (iii) Registered Nurse Level 3 | |
| 1st year | 995.50 |
| 2nd year | 1,013.20 |
| (c) Specialist Medical Centres | |
| Registered Nurses who work with specialists in a Specialist Medical Centre: | |
| Registered Nurse Level 1 | |
| 1st year | 734.30 |
| 2nd year | 757.90 |
| 3rd year | 779.50 |
| 4th year | 805.00 |
| 5th year | 828.60 |
| 6th year | 852.20 |
| (d) Pathology laboratories | |
| Registered Nurses employed on the basis of that qualification or Employed to perform nursing duties, whether working in laboratories, working in pathology clinics or rooms, or working peripatetically | 734.30 |
| (e) Creches and kindergartens | |
| (i) Registered Nurse Level 1 | |
| 1st year | 734.30 |
| 2nd year | 757.90 |
| 3rd year | 779.50 |
| 4th year | 805.00 |
| (ii) Assistants in Nursing | |
| 1st year | 469.80 |
| 2nd year | 511.50 |
| 3rd year | 551.60 |
| 4th year | 629.60 |
| 5th year | 651.00 |
| (iii) The minimum rate at age 21 years shall not be less than: | 618.90 |

The above wage rates for first, second and third year Assistants in Nursing are junior rates of pay and any increase to these rates will be calculated in accordance with the following formula:

| Classification | Per week \$ |
|---|---|
| $\frac{\text{Old junior rate}}{\text{Old 21 year old rate}} \times \frac{\text{New 21 year old rate}}{1}$ | |
| (f) Independent Schools (including Boarding Schools) | |
| (i) Registered Nurse Level 1 | |
| 1st year | 734.30 |
| 2nd year | 757.90 |
| 3rd year | 779.50 |
| 4th year and thereafter | 805.00 |
| (ii) Registered Nurse Level 2 | |
| 1st year | 920.90 |
| 2nd year | 934.60 |
| 3rd year | 950.30 |
| 4th year | 966.10 |
| (iii) Registered Nurse Level 3 | |
| 1st year | 995.50 |
| 2nd year | 1,013.20 |
| 3rd year | 1,030.80 |
| 4th year | 1,048.60 |
| (iv) Enrolled Nurse | |
| Pay point 1 | 693.90 |
| Pay point 2 | 703.30 |
| Pay point 3 | 712.70 |
| Pay point 4 | 722.15 |
| Pay point 5 | 729.55 |
| An employee under age 21 shall be paid: | 76% of paypoint 1 79% of paypoint 2 84% of paypoint 3 |

Payment and progression of Enrolled Nurses of any age through each of the Enrolled Nurse Pay points shall be according to the definitions in clause 1.4.7 and processes contained in Schedule 2 (Enrolled Nurse definitions, progression, accelerated advancement and appeal) of this Award.

| | |
|--|--------|
| (v) Assistants in Nursing | |
| 1st year | 469.80 |
| 2nd year | 511.50 |
| 3rd year | 551.60 |
| 4th year | 629.60 |
| 5th year | 651.00 |
| The minimum rate at age 21 years shall not be less than: | 618.90 |

The above wage rates for first, second and third year Assistants in Nursing are junior rates of pay and any increase to these rates will be calculated in accordance with the following formula:

$$\frac{\text{Old junior rate}}{\text{Old 21 year old rate}} \times \frac{\text{New 21 year old rate}}{1}$$

5.1.2 Safety net adjustments

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.

5.1.3 *Casual employees*

Casual employees, as defined in clause 1.4.4, shall be paid 23%, in addition to the ordinary weekly rates of pay prescribed in clause 5.1.1 and shall be further entitled to any allowance applicable based *pro rata* on the number of hours worked in relation to 38 in any week. Such employees shall be paid as for a minimum of 2 hours' work per engagement.

5.1.4 *Part-time employees*

Part-time employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed for the appropriate classification per hour with a minimum payment as for 4 hours on any day when work is performed. Such employees shall be further entitled to any allowances applicable, based *pro rata* on the number of hours worked in relation to 38 in any week.

5.1.5 *Full-time Nurses in Boarding Schools - annualised salary arrangement*

(a) A full-time employee in a Boarding School and the employer may enter into an agreement whereby the employee is paid an annualised salary. The employee must be paid at least the appropriate minimum weekly rate for that employee as set out in clause 5.1.1 for the entire 12 months. Employees who enter into an annualised salary arrangement are excluded from the following provisions of this Award:

- (i) on-call allowance (clause 5.2.2)
- (ii) recall (clause 5.2.3)
- (iii) meal breaks - extra payment for working during meal break (clause 6.2.2)
- (iv) weekend work - extra payment (clause 6.5)
- (v) afternoon and night duty - extra payment (clause 6.6)
- (vi) overtime (clause 6.7)
- (vii) annual leave (clause 7.1)
- (viii) public holidays (clause 7.6)

(b) Negotiating the annualised salary

When negotiating the annualised salary the employer and the employee shall take into consideration the expected work requirements and the excluded Award provisions that would otherwise apply.

(c) Where such annualised salary agreement exists, it must be recorded in writing between the employer and the employee affected prior to its commencement and a copy must be kept as part of the time and wages record.

(d) Time and wages records must be kept for the employee in accordance with clause 11.2.

(e) Review of annualised salary

At the end of each year or on the anniversary date the employee and the employer may review, or at the request of the employee must review, the annualised salary arrangement. During any such review either party may elect to discontinue the annualised salary arrangement. If the annualised salary arrangement is renegotiated the new or amended agreement is to be recorded in accordance with clause 5.1.5(c).

5.1.6 *Accelerated advancement*

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

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

It is recommended that nurses contemplating undertaking a course as described in clause 5.1.6 should consult with their employer prior to commencement of study to clarify whether the employer accepts that it is a course as described in clause 5.1.6.

- (b) A Registered Nurse Level 1 whose current Award rate of pay includes the advancement provided for in clause 5.1.6(a) shall not be entitled to further advancement under clause 5.1.6.
- (c) (i) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause 5.1.6(a)(ii) if that nurse is no longer working in a position for which such additional registration is a requirement;
(ii) A Registered Nurse Level 1 shall not retain an entitlement to advancement in paypoint pursuant to clause 5.1.6(a)(iii) if that nurse is no longer working in a position for which such post-registration course is directly relevant.
- (d) "Paypoint" in clause 5.1.6 only, means a year in pay.

5.1.7 *Total experience to count*

For the purpose of determining the rate of wages payable by reference to the year of service or paypoint of any employee, an employee shall be given credit for all previous continuous nursing service.

Previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate.

A part-time or Casual Employee shall be required to complete the equivalent of a full working year (1,976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment. A person who has completed 1,976 hours of duty, or has received payment for 1,976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year.

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

On termination of employment each employee shall be given a certificate signed and dated by the employer setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in paypoint pursuant to clause 5.1.6, and in the instance of part-time and Casual Employees, the total hours worked.

The onus of proof of previous experience shall be on the employee.

An employee unable to provide proof of previous experience within four 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.

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

The employee may seek the assistance of the Union to obtain or establish such proof of previous experience still outstanding.

5.1.8 *Payment of wages by E.F.T*

Wages may be paid directly into the employees nominated bank account (E.F.T.) weekly where practicable or otherwise fortnightly provided there is reasonable geographical access to a facility which enables the employee to withdraw some or all of the employee's wages on the usual pay day. Any alternative arrangement of paying wages shall be made by mutual agreement between the employee and employer.

5.1.9 *Board and lodging*

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

Per week
\$

For all Registered and Enrolled Nurses
For Assistants-in-Nursing

54.78
51.54

- (b) In all cases the ratio of the value of board to that of lodging shall be 2 to one.
- (c) The above rates will be adjusted annually in accordance with the State Wage Case increases to existing allowances.
- (d) Where employees who are living out are provided with meals by the employer, a deduction shall be made from the employee's wages at the rate of 1/21st of the allowances for board calculated to the nearest cent for each meal so provided.

5.2 Allowances

5.2.1 Divisional and district parities

| | Adults 21 years of age and over Per week \$ | Juniors under 21 years of age Per week \$ |
|-------------------------------------|---|---|
| Northern Division, Eastern District | 1.05 | 0.53 |
| Northern Division, Western District | 3.25 | 1.63 |
| Mackay Division | 0.90 | 0.45 |
| Southern Division, Western District | 1.05 | 0.53 |

5.2.2 On-call allowances

- (a) The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place, other than the employer's premises.
- (i) An employee rostered to be on-call shall receive an additional amount as follows:
- (A) \$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;
 - (B) \$29.46 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (C) \$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.

Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- (ii) 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 5.2.2(a)(i). A minimum payment of 3 hours at the appropriate overtime rate shall be paid, 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.
- (iii) An employee who is required to work shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport.

Where an employee is required to work within 3 hours of commencing normal duty and remains at work, the employee shall be provided with transport from the employee's home to the workplace, or shall be refunded the cost of such transport.

- (iv) An employee placed on-call is required to remain at the employee's private residence or any other mutually agreed place as will enable the employer to readily contact the employee during the hours for which the employee has been placed on-call. Clause 5.2.2(a)(iv) 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.
- (v) An employee on-call who usually lives out and who is required to remain on close call within the workplace precincts shall be provided free of charge with board and lodging in addition to any allowance payable pursuant to clause 5.2.2.

- (b) An employee who is required to remain on the employer's premises and is provided with board and lodging shall be paid the following amounts in addition to the amounts specified in clause 5.2.2(a)(i).
- (i) \$12.00 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) \$15.00 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (iii) \$20.00 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.

Payment shall be calculated by reference to the allowance applicable to the calendar day on which the major portion of the on-call period falls.

- (c) Clause 6.7.3 shall not apply when an employee has actually worked less than 2 hours in total on one or more call-outs.
- (d) Clause 5.2.2 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

5.2.3 Recall

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. The time spent travelling to and from the place of duty shall be deemed to be time worked.

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 work shall not be obliged to work for 3 hours if the work for which the employee was recalled, any associated duty, is completed within a shorter period.
- (c) If an employee is recalled to work, the employee shall be provided with transport to and from the employee's home or shall be refunded the cost of such transport:

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 the employee's home to the workplace or shall be refunded the cost of such transport.

- (d) The provisions of clause 6.7.3 shall not apply when an employee has actually worked less than 2 hours in total on one or more call-outs.
- (e) Clause 5.2.3 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

5.2.4 X-Ray and radium allowance

Any employee whose duty requires the employee to use or assist in using X-ray apparatus, radium, or radioactive isotopes shall be entitled to an allowance of \$9.10 per week in addition to the rate prescribed.

5.2.5 Uniform and laundry allowance

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

Where uniforms are not laundered at the employer's expense an allowance of \$1.85 per week shall be paid.

The uniform and laundry allowance shall only be payable where the employer requires a uniform of a specific type to be worn but does not provide such uniform.

5.2.6 In charge allowance - Independent Schools

If there is no Registered Nurse Level 2 or Registered Nurse Level 3 employed and there are 2 or more nurses employed on nursing duties in any one Boarding School, one of those nurses shall be named and shall be deemed to be senior. The deemed senior shall be paid the amount of \$3.50 per week in addition to the rates prescribed in clause 5.1.1.

5.3 Superannuation

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

5.3.2 Definitions

(a) "Fund" means:

- (i) The Health Employees Superannuation Trust Australia (H.E.S.T.A.) and Sunsuper as well as any other occupational superannuation scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds; or
- (ii) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other Fund which has been approved in an Award of, or an Agreement approved by, an Industrial Tribunal, whether State or Federal jurisdiction, and already has practical application to the majority of Award employees of that employer; or
- (iii) Any named Fund as is agreed to between the relevant parties to this Award and as recorded in an approved Industrial Agreement or Award provision.

(b) "Ordinary time earnings" for the purpose of calculating the 9% contribution 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 allowance.

Shift allowances, week-end 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.

5.3.3 Contribution level

Employees shall, subject to clause 5.3, be entitled to have paid on the employee's behalf a contribution of 9% of ordinary time earnings (as defined) into an approved occupational superannuation fund (as defined) of the employee's choosing.

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.

No contribution shall be made on behalf of any employee by an employer where in any pay period the amount so calculated as 9% ordinary time earnings for such employee is less than \$2.50 per week or \$5.00 per fortnight.

5.3.4 Suspension of contributions

The employer may suspend contributions for any period of leave without pay.

5.3.5 Freedom of choice

Each employee shall be given equal access to information regarding H.E.S.T.A. and Sunsuper, as well as such other approved occupational superannuation schemes made available by the employer for the employee's consideration, in order that the employee is able to make an informed choice as to which occupational superannuation scheme the employee wishes the employer to contribute the amount specified in clause 5.3.3.

In accordance with the intent of clause 5.3, the employee shall be given no less than a fortnight to nominate the employee's choice of scheme.

The respective employer associations or individual independent employers as necessary and the Union, undertake to monitor co-operation and compliance with the intent of clause 5.3.

Clause 5.3 need not apply where the approved fund is one defined in clause 5.3.2.

5.3.6 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 operation of clause 5.3.

However, the obligation to make additional occupational superannuation contributions of 9% under clause 5.3.3 shall not apply to any employer who has already commenced contributions or who has contributed additional contributions

on behalf of an employee to an approved Fund since June 1986. Should contributions be less than 9% then the employer shall only be required to increase contributions by the difference to 9%.

5.3.7 *Cessation of contributions*

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

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

6.1 Hours of work

6.1.1 *Ordinary hours*

Subject to clause 6.1.4, and subject to the exceptions in clause 6.1, 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.

If there are compelling reasons to do so, and subject to clause 6.1.5 the method of implementation of the 38 hour week may be varied for individual employees, groups or sections of employees.

6.1.2 *Maximum daily ordinary hours*

The ordinary hours of work shall be worked continuously and shall not exceed 10 hours on any day.

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

6.1.3 *Employees of the Brisbane City Council*

The ordinary working hours of day working employees shall not exceed 38 hours per week or 7 hours 36 minutes per day to be worked between 7.00 a.m. and 5.30 p.m. Monday to Friday inclusive.

By agreement between the Union and the Brisbane City Council the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 27 minutes shall be worked on any such day at ordinary rates.

6.1.4 *Implementation of 38 hour week*

Subject to clause 6.1.5:

- (a) Subject to the exceptions in clause 6.1.4, the principal 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.
- (b) Where the 38 hour week is implemented by granting employees an accrued day off it shall be on the following basis:
 - (i) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle; or
 - (ii) By fixing one or more work days on which all employees will be off during a particular work cycle.
- (c) When the ordinary work cycle provides for an accrued day off, the accrued day off shall not fall on a public holiday. The employer and employee shall, by mutual agreement, arrange for an alternative accrued day off.
- (d) Where the arrangement of ordinary hours of work provides for an accrued day off, the employer and each employee in each section, establishment or unit concerned may agree to accumulate up to a maximum of 5 days off.
- (e) Consent to accumulate accrued days off shall not be unreasonably withheld by either the employer or the employees. Where agreement is reached to defer or accumulate accrued days off, payment for work on accrued days off will be at ordinary rates.
- (f) Where agreement in clause 6.1.4(e) has been reached, the accumulated accrued days off shall be taken within 12 calendar months from the date of the entitlement to the first accrued day off.
- (g) Subject to, and in accordance with the 12 calendar month requirement in clause 6.1.4(f), an employee must

take and exhaust all accumulated accrued days off prior to the taking of periods of annual leave, but such accumulated accrued days off may be taken in conjunction with annual leave and/or long service leave.

- (h) Subject to clause 6.1.5, and where there are compelling reasons to do so, different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the facility concerned.
- (i) For the purpose of clause 6.1.4 "compelling reasons" mean:
 - (i) Where employees bound by this Award are employed by an employer whose principal business is other than of nursing and the majority of employees are covered by an award (or agreement) approved by the Australian Industrial Relations Commission or the Commission then the provisions for implementing a 38 hour week as specified by that award (or agreement) shall apply.
 - (ii) Where the operational or administrative requirements of the business necessitate implementation of the 38 hour week by methods other than an accrued day off.

Where there is a dispute over whether the operational or administrative requirements necessitate the implementation of the 38 hour week by methods other than an accrued day off, the employer shall have the onus of establishing such reasons exist.

6.1.5 *38 hour week - procedures for work area level discussions*

- (a) The employer and all employees concerned in each section, establishment or unit shall consult over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.1.4.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the relevant employee or employer organisation.
- (e) After implementation of the 38 hour week, upon giving 7 days' notice, 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, following negotiations between the employer and employees concerned utilising the foregoing provisions of clause 6.1.
- (f) Notwithstanding the provisions of clause 6.1 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.
- (g) Should a dispute or difficulty over implementation of the 38 hour week concerning the accrued day off arise the onus in any proceedings is on the employer to establish that there are compelling reasons as to why the accrued day off should not be implemented.
- (h) Notwithstanding the consultative procedure outlined in clause 6.1.5, 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.

Any such determination by the employer shall be without prejudice to the resolution of the dispute.

6.2 Meal breaks

- 6.2.1 Where an employee is rostered to work at least 6 hours, a meal break of no less than 30 minutes shall be available between the 4th and the 6th hour after commencement of duty, and thereafter at intervals of no more than 6 hours.
- 6.2.2 Except as provided in clause 6.2 time and a-half shall be paid for all work required to be performed during meal breaks and thereafter until a meal break is taken.

Clause 6.2.2 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.
- 6.2.3 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 at or about the 5th hour from the ordinary starting time each day.
- 6.2.4 In the event of an emergency circumstance occurring during the meal break such meal break may be delayed without penalty.

The meal break should be taken as soon as the emergency circumstance ends.

Payment in accordance with clause 6.2.2 shall be made if the meal break is unable to be taken after the emergency circumstance ends.

6.3 Rest pauses

6.3.1 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 portion of daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.3.2 Part-time and casual employees

Every part-time and Casual Employee shall be entitled to a paid rest pause after 3 hours continuous duty.

Such employees who are engaged to work more than 6 and a-half hours in any one engagement shall be entitled to rest pauses as for a full-time employee.

6.3.3 Combining rest pauses

Notwithstanding clauses 6.3.1 and 6.3.2 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 portion of the duty period, and in the case of the afternoon duty, it is taken in the second portion 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.

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

6.4 Rest days

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

6.4.2 An employee's roster may provide for any one of the following combinations of days free from rostered work in each fortnight:

- (a) 2 periods comprising 2 days each;
- (b) 3 consecutive days and one stand-alone day or;
- (c) One period of 4 consecutive days.

Any one of these combinations may be varied to enable 2 single days free from rostered work if requested in writing by the employee.

Where agreement under clause 6.1.2 has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

6.5 Weekend work - extra payment

All rostered ordinary hours worked by any employee between midnight Friday and midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

| | |
|--------------------------------------|-----|
| Midnight Friday to midnight Saturday | 50% |
| Midnight Saturday to midnight Sunday | 75% |

All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages:

Clause 6.5 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

6.6 Afternoon and night duty - extra payment

6.6.1 Afternoon shift - extra payment

- (a) "Afternoon shift" means a shift where a majority of hours are worked after 12 midday and finished at or after 6.00 p.m..
- (b) Afternoon shift workers shall be paid an allowance of 12.5% for each shift of ordinary hours.

6.6.2 Night shift - extra payment

- (a) Night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.
- (b) Night shift workers shall be paid an allowance of 15% for each shift of ordinary hours.

6.6.3 In the case of a Casual Employee the shift allowance shall be calculated upon the relevant wage rate exclusive of the casual loading.

6.6.4 Afternoon and night shift allowances shall not apply to Registered Nurses working on Saturday and Sunday when extra payment for week-end work applies.

6.6.5 Clause 6.6 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

6.7 Overtime

6.7.1 Employees entitlements

- (a) All time worked in excess of the ordinary working hours as prescribed in clause 6.1 of this Award shall be overtime and shall be paid for at the following rates:
 - (i) in the case of shift workers at the rate of double time;
 - (ii) in the case of all other employees at the rate of time and one-half for the first 3 hours and double time thereafter on any one day;
 - (iii) all overtime on a Sunday shall be paid at the rate of double time.
- (b) Payment shall be made for all overtime worked and time off in lieu shall not be regarded as payment.

6.7.2 Overtime meal

An employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid \$12.10 in lieu, 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.

6.7.3 10 hour break between shifts

When an employee is required to continue working after the completion of the employee's ordinary shift, the employee shall be allowed not less than 10 hours off duty without loss of pay in respect of the employee's next ordinary shift of duty.

6.7.4 Employees of the Brisbane City Council - working on agreed day off

Employees working a fortnightly period of 9 consecutive working days, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays in this Award.

6.7.5 Exemption - Full-time Nurses in Boarding Schools - annualised salary arrangement.

Clause 6.7 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 *Entitlement*

- (a) Every employee (other than a Casual Employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:
 - (i) Not less than 190 hours if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
 - (ii) Not less than 190 hours if employed in a Boarding School;
 - (iii) Not less than 152 hours in any other case.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.7 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 By mutual agreement employees (other than casuals) may utilise up to 38 hours of annual leave entitlement in a minimum of single day absences for personal reasons.

7.1.4 If any such annual leave has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years.

The application of clause 7.1.4 is conditional upon the employee having been afforded reasonable opportunity to take such leave.

7.1.5 Reasonable notice of the commencement of annual leave shall be given to the employee.

7.1.6 Except in case of termination it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.7 *Calculation of annual leave pay*

In respect to annual leave entitlement to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

(a) Shift workers

Subject to clause 7.1.7(b), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) All employees

Subject to clause 7.17(c) 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 the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
- (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.7(b)(i).

(c) Clause 7.1.7(b) shall not apply to the following:

- (i) Any period or periods of annual leave exceeding:
 - (A) 190 hours in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or
 - (B) 152 hours in any other case;
- (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.

7.1.8 *Leave debits*

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

7.1.9 Accrued day off arising from the implementation of the 38 hour week

Whilst on annual leave an employee continues to accrue time for the purpose of an accrued day off as if the employee had been at work.

7.1.10 Part-time employees

Part-time employees shall be entitled to annual leave in accordance with clause 7.1.

The calculation of "full pay" shall be based upon the average number of hours worked per week during the employee's year of employment.

By mutual agreement, part-time employees in private schools may request leave without pay for any remaining weeks during the school year when the school is on vacation.

7.1.11 Exemption - Full-time Nurses in Boarding Schools - annualised salary arrangement

Clause 7.1 does not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

7.2 Sick leave

7.2.1 Entitlement

Every employee (other than a Casual Employee) is entitled to not less than 76 hours' sick leave for each completed year of employment with an employer.

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

7.2.2 Medical certificate

Every employee absent from work through illness, on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, shall, subject to clause 7.2, be entitled to payment in full for all time so absent from work.

It shall not be necessary for an employee to produce such a certificate if the absence from work on account of illness does not exceed 2 days.

In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, the employer or management may introduce a system whereby the employee will be required to produce satisfactory medical evidence which may include a doctor's certificate before payment of sick leave is made.

7.2.3 Accumulation

- (a) Sick leave is cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks absence from work through illness in any one year.
- (b) The continuity of employment of an employee with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:
 - (i) absence from work on leave granted by the employer; or
 - (ii) the employee having been dismissed or stood down by the employer, or the employee having terminated the employment with the employer, for any period not exceeding 3 months and that employee having been re-employed by that employer.
- (c) The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in clause 7.2.3(b) shall not be taken into account in calculating the period of employment of the employee with the employer.
- (d) Part-time employees

Sick leave shall accumulate on the average hours worked in each week, on a *pro rata* basis related to 38

hours.

Where a part-time employee has accumulated an entitlement to sick leave, it shall be paid based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

No such employee shall be entitled to sick leave within each year of the employee's employment exceeding the proportion of 76 hours' sick pay that the employee's average weekly working hours bears to 38 hours per week.

7.2.4 *Leave debits*

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

7.3 Long service leave

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

7.4 Family leave

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

7.4.1 It is to be noted that:

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

7.4.2 The Family Leave Award 2003 also provides for the terms and conditions of leave associated with:

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

7.5 Bereavement leave

7.5.1 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.

7.5.2 *Long-term casual employees*

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

7.5.3 "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.

7.5.4 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's

immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

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

7.6 Public holidays

7.6.1 All work done by employees on:

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

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

7.6.2 Labour Day

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

7.6.3 Annual show

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. In those centres where the show is of more than one day's duration the employee may agree with the employer to substitute another day during the show period in lieu of the day so appointed, in which case the provisions of clause 7.6.3 shall apply to the day so substituted.

7.6.4 Double time and a-half

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" shall mean 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.

7.6.5 Part-time employees

A Part-time Employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

Should a Part-time Employee actually work on a public holiday, payment for such time shall be made according to clause 7.6.

7.6.6 Exemption - Full-time Nurses in Boarding Schools - Annualised Salary Arrangement

Clause 7.6 shall not apply to employees who have negotiated an annualised salary arrangement with the employer in accordance with clause 5.1.5.

7.7 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

No provisions inserted in this Award relevant to this Part.

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

No provisions inserted in this Award relevant to this Part

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.

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

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

Preamble

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

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

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

11.4 Leave reserved matters

11.4.1 Award coverage

In respect of additional settings to which the Award might apply

11.4.2 Nursing agencies

In respect of application of the Award and the mechanism of how wages are set for nurses employed by Nursing Agencies.

11.4.3 Specialist Medical Centres

In respect of levels of Registered Nurses to be included in the wages clause.

11.4.4 Superannuation

11.4.5 Trade union training leave

11.4.6 Workplace Health & Safety Committee

11.4.7 Term-time employment

11.5 Award posting

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

SCHEDULE 1 - List of Employers with Second Tier Orders which to varying degrees modify the provisions of this Award

| Name | Case No. | Date of Order |
|--|----------|---------------|
| Brisbane City Council | B285/88 | 23. 9.88 |
| Town, City, Community and Shire Councils and Joint Local Authorities who are Members of the Local Government Association of Queensland Inc. | B966/88 | 10. 1.89 |
| Samdor Pty Ltd as trustee of the Laboratory Services Trust Trading as Queensland Medical Services, Renbond Pty Ltd and L and A Services Pty Ltd as Trustee for Bradley Services Unit Trust | B21/89 | 6. 2.89 |
| Community Preschool Employers Association Queensland Union of Employers | B761/89 | 29. 9.89 |

SCHEDULE 2 - Enrolled Nurse definitions, progression, accelerated advancement and appeal

1.1 Definitions

The determination of the appropriate wage rate for Enrolled Nurses under clause 5.1 of the Award shall be according to the following definitions:

1.1.1 "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.

1.1.2 "Supervision" means, subject to the regulations and/or by-laws of the Queensland Nursing Council for Queensland, the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the employee's education and training.

Specifically:

- (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.

1.1.3 "Year of practical experience" means 1,976 hours of duty, or paid leave to the equivalent of 1,976 hours including annual, sick, bereavement and other paid leave.

1.1.4 "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;

and practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employer, from time to time; and

(b) Skill indicators

The employee has, noting the ANRAC competencies for enrolment:

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

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

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

(b) Skill indicators

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

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

1.1.6 "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

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

(b) *Skill indicators*

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

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

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

(a) Training and experience

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

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

(b) Skill indicators

An employee is required to demonstrate some 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 individuals/groups.

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

(a) Training and experience

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

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

(b) Skill indicators

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

- (i) contributes information in assisting the Registered Nurse/s with development of nursing strategies/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.

2.1 Enrolled Nurse progression, appeal and accelerated advancement

2.1.1 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 clauses 1.1.4 - 1.1.8 inclusive of this Schedule.
- (b) Each Enrolled Nurse shall also identify their appropriate Paypoint through self assessment of their own skills and knowledge by reference to the Paypoint definitions.
- (c) Where there is a difference in Paypoint assessment arising out of clauses 2.1.1(a) and 2.1.1(b), an Enrolled Nurse may elect to process the matter through the mechanism in clauses 2.1.2(b) - 2.1.2(d) inclusive of this Schedule, having first endeavoured to resolve the matter through discussions with the employer.
- (d) Subject to the terms specified for each Paypoint as defined in clause 1.1 of this Schedule, each employee shall progress from one Paypoint to the next on the employee's completion of a continuous year of service as an Enrolled Nurse, having regard to the acquisition and utilisation, of skills and knowledge through experience in the employee's practice setting/s over such period.

An employee's progression may be deferred or refused by the employer. Any such deferral or refusal is referable only to the terms specified for each Paypoint in clause 1.1, and is not unreasonably nor arbitrarily imposed by the employer. It shall be considered unreasonable if the employer has refused to provide in-service training and/or opportunities to work in various practice settings in the employer's establishment.

2.1.2 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 2.1, shall be undertaken and resolved in accordance with clause 3.1 of this Award.
- (d) Where, as a result of clause 2.1.2(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 2.1.1(d) of this Schedule.

2.1.3 Accelerated advancement

- (a) Subject to clause 2.1.1, 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.

An employee who has already been advanced one Paypoint under clause 1.1.5(a)(i) of this Schedule shall not be entitled to further advancement under this clause.

- (b) An employee who has advanced in accordance with clause 2.1.3(a) shall not be entitled to further accelerated advancement pursuant to clause 2.1.3.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in Paypoint pursuant to clause 2.1.3(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

2.1.4 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 three or more consecutive years, shall be counted for the purposes of:

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

SCHEDULE 3 - Generic level statements - Registered Nurses

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

COMPLIANCE WITH A.N.R.A.C. COMPETENCIES IS REQUIRED AT EACH LEVEL

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

Level 1 - Registered Nurse

| Generic level statement | Responsibilities |
|---|---|
| <p>The Registered Nurse is the first level nurse who is licensed to practice nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Nurses Registration Board of Queensland and holds a current practising certificate.</p> <p>The degree of expertise will experience as the Registered Nurse advances through this level.</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> <p>1. Demonstrates a satisfactory knowledge base for safe practice.</p> |

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| <p>Generic level statement</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> <ol style="list-style-type: none"> 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 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>Teamwork</p> <ol style="list-style-type: none"> 18. Collaborates with the health care team. |
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Level 2 - Clinical Nurse

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| <p>Generic level statement</p> <p>A Clinical Nurse means a Registered Nurse who is appointed as such.</p> <p>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.</p> | <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. |
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| Generic level statement | Responsibilities |
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| <p>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.</p> <p>The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.</p> <p>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>4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.:</p> <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. <p>5. Participates in nursing policy review and initiatives.</p> <p>6. Co-operates with other Clinical Nurses in relation to development of programs and initiatives.</p> <p>7. Ensures a safe working environment.</p> |

Level 3 - Clinical Nurse Consultant

| Generic level statement | Responsibilities |
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| <p>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.</p> <p>The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.</p> <p>The Clinical Nurse Consultant demonstrates:</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 - patient/client/staff educator | <p>1. Co-ordinates patient care activities for one patient care/service delivery area.</p> <p>2. Gives, on a regular basis, direct care to a small number of patients with complex care needs.</p> <p>3. Manages activities related to the provision of safe patient/client care.</p> <p>4. Evaluates care and institutes mechanisms to correct deficiencies.</p> <p>5. Participates in multi-disciplinary reviews of patient care outcomes.</p> <p>6. Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care</p> <p>7. Undertakes action research to address patient/client care problems and issues.</p> <p>8. Reviews pattern of care delivery and assesses appropriateness of change.</p> <p>9. Participates in committees for patient/client care improvements, initiatives and policy development.</p> <p>10. Assesses professional development needs of staff and co-ordinates unit education programs.</p> <p>11. Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.</p> <p>12. Identifies issues requiring policy review.</p> <p>13. Participates in relevant policy development.</p> |

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| <p>Generic level statement</p> <ul style="list-style-type: none"> - 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"> 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. 18. Ensures a safe working environment. 19. Participates in relevant research projects. |
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Level 3 - Nurse Manager

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| <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

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| <p>Generic level statement</p> | <p>Responsibilities</p> |
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| Generic level statement | Responsibilities |
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| <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 - leadership qualities - organisational and planning skills in relation to education <p>The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</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 experiences. 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 |
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| <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. | <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. |

| Generic level statement | Responsibilities |
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| <p>- an awareness of ethical standards in research practice.</p> <p>The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.</p> <p>The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.</p> | <p>9. Identifies issues requiring policy review.</p> <p>10. Participates in relevant policy development.</p> <p>11. Develops and implements relevant quality assurance programs.</p> <p>12. Participates in staff selection processes.</p> <p>13. Participates in orientation and other staff development activities.</p> <p>14. Participates in performance review mechanisms.</p> <p>15. Ensures a safe working environment.</p> |

Dated 17 November 2005.

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

Operative Date: 21 November 2005