

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

PRIVATE HOSPITAL NURSES' AWARD - STATE 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Private Hospital Nurses' Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Private Hospital Nurses' Award - State 2003 as at 1 September 2010.

Dated 1 November 2010.

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

PRIVATE HOSPITAL NURSES' AWARD - STATE 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

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1.3 Date of operation

This Award takes effect from 4 August 2003.

1.4 Award coverage

This Award applies throughout Queensland to employees for whom rates of pay are prescribed in clause 5.3 who are employed by members of the Private Hospitals' Association of Queensland (Inc.) who are listed in Schedule A (List of members of PHAQ and grading of Registered Nurses Level 5):

Provided that this Award shall not apply to employees covered by any other Award or to members of religious orders.

1.5 Parties bound

This Award is legally binding upon the employees and their employers as prescribed by clause 1.4, and the Private Hospitals' Association of Queensland (Inc), and Union and their members.

1.6 Definitions

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

1.6.2 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Facility" means a workplace of a member of the Private Hospitals' Association of Queensland (Inc.), which employs persons covered by this Award.

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

1.7 Divisions and Districts

1.7.1 Divisions

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

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

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

1.7.2 Districts

(a) Northern Division:

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

Western District - The remainder of the Northern Division.

(b) Southern Division:

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

Western District - The remainder of the Southern Division.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the

workplace.

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultation

- 3.1.1 The parties to this Award are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the facilities covered by this Award and to enhance the career opportunities and job security of employees in such facilities.
- 3.1.2 There shall be a State Working Party (SWP) comprised of 3 representatives from each of the Private Hospital's Association of Queensland (Inc.) [referred to herein as PHAQ] and the Union to act as a resource or guide for Local Consultative Groups (LCG).
- 3.1.3 The SWP may discuss any matter within its terms of reference submitted to it by PHAQ or the Union, or an LCG after local consideration has been exhausted.
- 3.1.4 A Local Consultative Group (by whatever title) will be established at each hospital. Each LCG will be comprised of representatives of management and representatives of employees one of whom shall be an employee who is a member of the Union where available and willing to act. The parties agree to introduce appropriate selection procedures for employee representatives of the LCG.

The role of an LCG is, subject to the guidance of the SWP, to:

- (a) have an integral role in the dissemination of information on Award matters and their implementation; and
- (b) negotiate Certified Agreements (Union) at enterprise level:

Provided that matters contained in clause 3.1.4(b) are excluded from the operation of clause 3.2:

Provided further that the parties undertake to exhaust locally all opportunities for problem solving prior to seeking the involvement of others.

- 3.1.5 As an ongoing process discussion should take place at an enterprise or workplace level to:

- (a) provide more flexible working arrangements;
- (b) improve the quality of working life;
- (c) enhance skills, training and job satisfaction; and
- (d) encourage consultative mechanisms.

3.2 Grievance and dispute settling procedure

- 3.2.1 The objectives of this procedure are to:

- (a) promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion;
- (b) reduce the amount of disputation;
- (c) promote efficiency, effectiveness and equity in the workplace.

- 3.2.2 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect of any industrial matter and all other matters which the parties agree to be processed under clause 3.2. Such procedure shall apply to a single employee or to any number of employees.

- 3.2.3 Stage 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 if reasonably practicable under the circumstances within 24 hours. Where the dispute concerns alleged actions of the

immediate supervisor the employee/s may bypass this level in the procedure.

- 3.2.4 Stage 2 - If the grievance or dispute is not resolved in Stage 1 the employee or the employee's local Union representative may refer the matter to the next higher level of management for discussion. Such discussion should if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.2.5 If the grievance or dispute involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance and dispute settlement procedure by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.7.
- 3.2.6 Stage 3 - If the grievance or dispute is still unresolved at Stage 2 discussions, the matter shall be referred (preferably in writing) by the aggrieved party to the Director of Nursing or equivalent for further discussion. The matter shall, in the instance of a member of the Union, be reported to the relevant officer of the Union and the relevant 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 employer's nominated industrial representative. This should occur as soon as it is evident that discussions under Stage 2 will not result in resolution of the matter.

(Note: An Enrolled Nurse electing to resolve a paypoint assessment dispute through an appeal or review under Schedule D shall proceed according to the process outlined in that schedule.

- 3.2.7 Stage 4 - If, after discussion between the parties or their nominees mentioned in Stage 3, the matter remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, the matter shall be referred to senior management for decision based on all relevant information and such decision shall be advised to the parties concerned (including Union) in writing.
- 3.2.8 Stage 5 - If the matter is not resolved by the senior management decision at Stage 4 then notification of the existence of the dispute is to be given in accordance with the Act.
- 3.2.9 The procedure is to be completed in accordance with the following time-frames unless the parties agree otherwise:
- (a) Stage 1 - Discussion shall not extend beyond 3 days.
 - (b) Stage 2 - Discussion shall not extend beyond 4 days.
 - (c) Stages 3 and 4 - Discussions shall not extend beyond 14 days in total.

Provided that the time limit identified for Stages 3 and 4 shall not apply for appeals or reviews being conducted under Schedule D of this Award.

- 3.2.10 Whilst all of the above procedure is being followed normal work shall continue except in an instance of a genuine safety issue.
- 3.2.11 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.12 Nothing contained herein shall preclude an employee from consulting with the Union.
- 3.2.13 All parties shall give due consideration to matters raised or suggestions or recommendations made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.14 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.15 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 a dispute in accordance with the Act.

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

4.1 Employment categories

- 4.1.1 Employees (other than casual employees) covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.2); and
- (c) Casual (as prescribed in clause 4.3).

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

- (a) is employed for less than 76 hours per fortnight ; and
- (b) is rostered for a minimum of 3 hours on any shift or day.
- (c) subject to Part 7 receives proportionate pay and employment conditions to those of full-time employees.

4.2.2 The ordinary daily working hours of part-time employees shall be worked continuously excluding meal breaks (i.e. no "split shifts") unless agreed otherwise between the employer and employee.

4.2.3 At the time of engagement the employer and the part-time employee will agree in writing the number of ordinary hours of work contracted as usually required.

Any agreed amendment to the number of ordinary hours contracted as usually required will be recorded in writing.

4.2.4 A part-time employee's roster, may be altered in accordance with clauses 6.5.3 and 6.5.4 (Rosters):

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

4.2.5 All authorised time worked in excess of rostered ordinary hours of work on any day shall be deemed to be overtime and shall be paid as prescribed in clause 6.9.

4.2.6 Part-time employees shall be paid at the rate of 1/38 of the weekly rate of wages prescribed for the appropriate classification. Such employees shall be further entitled to any allowances applicable pursuant to clauses 5.6 (Allowances) and 6.7 (On-call) except in the instance of District Allowances and X-Ray and Radium Allowance where the payment will be based *pro rata* on the number of hours worked in relation to 38 per in any week.

4.3 Casual employment

4.3.1 A casual employee is an employee who is engaged on an hourly basis for fewer than 76 ordinary hours per fortnight.

4.3.2 Casual employees shall be paid per hour at the rate of 1/38 of the weekly rate of wages prescribed for the class of work upon which they are engaged plus an additional 23%, with a minimum payment as for 2 hours' work in respect of each engagement. Such employees shall be further entitled to *pro rata* payment of any allowance applicable pursuant to clause 5.6 the Award, based upon the number of hours worked in relation to 38 per week.

4.3.3 A casual employee's hours of work may be increased or decreased on each engagement:

Provided that the on-call allowance in clause 6.7 shall be payable in full.

4.4 Trainees

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

4.5 Intent of parties

It is the intent of the parties to this Award that the Private Hospitals in which they are engaged will become a source of first class service to patients, a place where the quality of working life is the envy of other service providers and their employees, and economically viable facilities.

In keeping with the above intent:

4.5.1 Employees and employers covered by this Award are committed to the highest quality of care and service.

4.5.2 Guided by the standards of the Australian Council on Health Care Standards, and those of other recognised

health care accrediting agencies, service delivery at individual facilities will be constantly reviewed by those facilities to achieve best practice in provision of patient care.

- 4.5.3 The employees and the employers commit to achievement of best practice in all aspects of the operations of their business. They are committed to pursuing continuous improvement in the quality of care and service provided to internal and external customers.
- 4.5.4 The parties commit to developing and implementing strategies that are designed to recognise and achieve productivity improvements at the workplace and enhance job satisfaction, security and remuneration while aiming to provide the highest quality of care and service.
- 4.5.5 The purpose of clause 4.5 is to achieve a stable industrial relations framework at the enterprise level in order to assist the relevant hospitals to improve their productivity, efficiency, quality of services and business performance.
- 4.5.6 The parties are committed to continually improving communication and co-operation at the workplace level between management and staff. The important contribution of the hospitals' employees in ensuring the hospitals' future is recognised.
- 4.5.7 The parties are committed to positively identifying and implementing measures to improve productivity and efficiency at the enterprise level.
- 4.5.8 The parties will not introduce measures aimed at negative cost cutting.
- 4.5.9 Undertakings:
- (a) In return for the benefits obtained under clause 4.5 and clause 5.3.2 the Union, its officers, employees and members undertake to take all practical steps to ensure at the enterprise level, there are no interruptions by industrial action of any kind; and
 - (b) The hospitals respondent to this Award will in return ensure the observance of good industrial relations practices which includes the observance of the relevant industrial legislation and this Award.

4.6 Incidental or peripheral tasks

Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task, provided that such duties are not designed to promote de-skilling and provided an employee has the skills or competence to perform such tasks.

4.7 Special duty

- 4.7.1 *One week or more* - If any employee is called upon to perform special duties or to relieve another employee on a classification for which a higher rate of pay than they are receiving is fixed by the Award, provided the period of performing such duties or such relieving work is one week or more, they shall be paid such higher rate for the whole of such period.
- 4.7.2 *Less than one week* - Any employee required (for at least 5 hours on any shift but less than one week) to relieve another employee on a higher classification for which a higher rate of pay than they are receiving is fixed by the Award, shall be paid \$4.95 per shift extra:

Provided that no employee being paid an allowance for this purpose at a higher rate shall be disadvantaged.

4.8 Termination of employment

4.8.1 Statement of employment

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

4.8.2 Termination by employer

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

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

More than 5 years

4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- (f) Where an employee ceases duty and has accrued credits which have not been utilised under the ADO system, such credits shall be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination shall be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee on termination.
- (g) In the absence of mutual agreement between the employer and the employee annual leave or any part of annual leave described in Part 7 of this Award shall not be deemed to be or nominated as notice for the purpose of termination of employment.

4.8.3 *Notice of termination by employee*

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

4.8.4 *Casual employees*

Subject to the requirement to make the minimum payment provided for in clause 4.3.2, the employment of a casual employee may be terminated by giving or receiving of one hour's notice or payment thereof.

4.8.5 *Time off during notice period*

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

4.9 Introduction of changes

4.9.1 *Employer's duty to notify*

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

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

4.9.2 *Employer's duty to consult over change*

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

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

4.10 Redundancy

4.10.1 *Consultation before terminations*

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

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

4.10.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.10.3 *Transmission of business*

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

shall be deemed to be service of the employee with the transmittee.

- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.10.4 *Time off during notice period*

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

4.10.5 *Notice to Centrelink*

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

4.10.6 *Severance pay*

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

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

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

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

4.10.7 *Superannuation benefits*

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

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

4.10.8 *Employee leaving during notice*

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

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

4.10.9 *Alternative employment*

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

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

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

4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

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

4.10.12 *Employers exempted*

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

4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (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 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.10.14 *Incapacity to pay*

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

4.11 Continuity of service - transfer of calling

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

4.12 Anti-discrimination

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

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

4.12.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.12.3 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.

4.12.4 Nothing in clause 4.12 is to be taken to affect:

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

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications

The following definitions of classifications shall apply for the purposes of ascertaining duties and appropriate rates of pay of employees:

5.1.1 "Registered Nurse" means an employee:

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

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

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

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

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

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

- 5.1.7 "Clinical Nurse Consultant" means a Registered Nurse Level 3, appointed as such, who is responsible for the co-ordination of standards of care delivered in a specific patient/client care area, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- 5.1.8 "Nurse Manager" means a Registered Nurse Level 3, appointed as such who is responsible for the management of human and material resources for a specified group of clinical units, and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- 5.1.9 "Clinical Nurse" means a Registered Nurse Level 2 appointed as such, who identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes for a specific client population, and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.
- 5.1.10 "Registered Nurse Level 1" means a Registered Nurse appointed as such other than Registered Nurses Levels 2 to 5.
- 5.1.11 "Enrolled Nurse" means an employee:
- (a) who is enrolled under the *Nursing Act 1992* as an Enrolled Nurse; and
 - (b) who is subject to the regulation and/or bylaws of the Nurses Registering Authority for Queensland and who holds a current Annual Licence Certificate as such.
- 5.1.12 "Assistant Nurse" means an employee, who is solely required to assist in the performance of nursing duties under the supervision of a Registered Nurse or an Enrolled Nurse.
- 5.1.13 "Pupil Nurse" means an employee who is training to become an 'Enrolled Nurse' as defined in clause 5.1.11, in a hospital approved for that purpose by the Queensland Nursing Council.

5.2 Role and job descriptions

A broad description of the role of each level of career structure is contained within the generic level statements set out in Schedule C to this Award.

Specific job descriptions are to be developed at each facility for its own specific positions at each of the career structure levels.

5.3 Wages

- 5.3.1 In relation to rates in clause 5.3.2 - "Grade" means in relation to employees other than Registered Nurses Levels 4 and 5, a year of continuous nursing service in the classification to which the employee has been appointed.
- 5.3.2 Total Minimum Industry Rates - The rates payable to employees shall be:

Classification and Grade/Paypoint	Per week \$
Registered Nurse Level 1	
Grade 1	742.70
Grade 2	768.70
Grade 3	796.70
Grade 4	822.70
Grade 5	848.70
Grade 6	874.70
Grade 7	898.80
Grade 8	924.70
Registered Nurse Level 2	
Grade 1	950.70
Grade 2	968.10
Grade 3	985.40
Grade 4	1,002.80
Registered Nurse Level 3	
Grade 1	1,035.20

Classification and Grade/Paypoint	Per week \$
Grade 2 Grade 3 Grade 4	1,054.80 1,074.20 1,093.80
Registered Nurse Level 4 Grade 1 Grade 2 Grade 3 The grading of a Registered Nurse Level 4 shall be determined as follows: Registered Nurse Level 4 who reports to a Registered Nurse Level 5 Grade 1 or 2, shall be graded as a Registered Nurse Level 4 Grade 1 and paid as such. A Registered Nurse Level 4 who reports to a Registered Nurse Level 5 Grade 3 or 4, shall be graded as a Registered Nurse Level 4 Grade 2 and paid as such. A Registered Nurse Level 4 who reports to a Registered Nurse Level 5 Grade 5 or 6 shall be graded as a Registered Nurse Level 4 Grade 3 and paid as such.	1,197.80 1,273.50 1,349.40
Registered Nurse Level 5 Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Grade 6 The grading of Registered Nurse Level 5 in a facility shall be set-out in Schedule A (List of Members of PHAQ and Grading of Registered Nurses Level 5) of this Award Enrolled Nurse Paypoint 1 Paypoint 2 Paypoint 3 Paypoint 4 Paypoint 5 Provided that an employee under the age of 21 years shall be paid: At Paypoint 1 76% of Paypoint 1 At Paypoint 2 79% of Paypoint 2 At Paypoint 3 84% of Paypoint 3 Provided further that payment and progression of Enrolled Nurses of any age through each of the Enrolled Nurse Paypoints shall be according to the definitions and processes contained in Schedule D to this Award (Enrolled Nurse Progression and Appeal).	1,197.80 1,262.70 1,349.40 1,436.20 1,587.90 1,739.60 695.90 706.30 716.60 727.10 737.40 528.90 558.00 601.90
Assistant Nurse Grade 1 Grade 2 Grade 3 Grade 4	472.00 513.60 554.60 630.00

Classification and Grade/Paypoint	Per week \$
Grade 5	651.40
Provided that the minimum rate at age 21 years shall not be less than:	613.80
Provided that the above wage rates for 1st, 2nd and 3rd Grade Assistant Nurses are junior rates of pay and any increase to these rates will be calculated in accordance with the following formula:	
$\frac{\text{Old Junior Rate}}{\text{Old 21 year old rate}} \times \frac{\text{New 21 Year Old Rate}}{1}$	
Provided further that employers who paid wage rates, prior to 1 September 1999, for Assistant Nurses 1st, 2nd and 3rd Grades equivalent to those gazetted in (1999) 161 QGIG 594-595 rather than the rates specified in the Correction of Error gazetted (2000) 163 QGIG 447-448 shall not be deemed liable for the inconsistency in accordance with the outcome of B1461/99. This proviso shall cease to operate as of 31 August 2005.	
Pupil Nurse	
Under 21 years	459.50
At 21 years and over	674.90
Provided that where an Assistant Nurse is accepted by the employer for training as a Pupil Nurse the employee shall be paid not less than the rate the employee would have received had the employee continued in employment as an Assistant Nurse.	

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.

The above rates of pay include increases operative from 28 July 2000 that were inserted by consent of the parties pursuant to s. 129 of the Act as a consequence of proceedings in case number B424 of 2000. These rates reflect industry standards.

5.3.3 Accelerated advancement - Registered nurses

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

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

Such advancement in grade shall be operative from the next pay day after official proof of successful completion of the course or registration matters in clauses 5.3.3 (a), (b) or (c) has been produced by the employee.

- (d) A Registered Nurse Level 1 whose current Award rate of pay includes the advancement provided for in

clause 5.3.3 shall not be entitled to further advancement under clause 5.3.

- (e) A Registered Nurse Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 5.3.3 (b) if that nurse is no longer working in a position for which such additional registration is a requirement;
- (f) A Registered Nurse Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 5.3.3 (c) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

5.3.4 Accelerated Advancement - Enrolled Nurse

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

Provided that an employee who has already been advanced one paypoint under Schedule D, shall not be entitled to further advancement under clause 5.3.4.
- (b) An employee who has advanced in accordance with clause 5.3.4(a) shall not be entitled to further accelerated advancement pursuant to clause 5.3.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in grade pursuant to clause 5.3.4(a) if that nurse is no longer working in a position for which such qualification is directly relevant.

5.4 Experience to count

- 5.4.1 For the purpose of determining the rate of wages payable by reference to the grade/paypoint of any employee, an employee shall be given credit for all previous continuous nursing service:

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

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

- 5.4.2 In calculating continuous nursing service for the purpose of clause 5.4, 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:

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

- 5.4.3 Any employee unable to provide proof of previous experience within 4 weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.

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 co-operation of the Union to assist in obtaining or establishing such proof of previous experience still outstanding.

- 5.4.4 On termination of employment each employee shall be given a certificate signed and dated by the Registered Nurse Level 5 or other person authorised by management setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in grade/paypoint pursuant to clause 5.3.3 and 5.3.4 (Accelerated Advancement), and in the instance of part-time and casual employees, the total hours worked.

5.5 Payment of wages

5.5.1 All employees shall be paid by electronic funds transfer provided there is reasonable geographical access to a facility which enables the employee to withdraw some or all of their wages on the usual pay day. Any alternative arrangement of paying wages shall be at the discretion of the employer.

5.5.2 If a public holiday falls on the normal payroll processing day, payment of pay may be delayed by up to one day.

5.6 Allowances

5.6.1 District allowances

(a) Northern allowance - Adult employees covered by this Award employed in the Eastern District of the Northern Division shall be paid \$1.05 per week and juniors 53c per week over and above the rates prescribed in this Award.

(b) Mackay allowance - Adult employees covered by this Award employed in the Mackay Division shall be paid 90c per week and juniors 45c per week over and above the rates prescribed in this Award.

(c) Western allowance - Employees in the Western District of the Southern Division shall be paid \$1.05 per week for adults and 53c per week for juniors in addition to the rates prescribed for such employees in the corresponding Eastern District:

(d) Employees in the Western District of the Northern Division shall be paid \$2.20 per week for adults and \$1.10 per week for juniors in addition to the rates prescribed for such employees in the corresponding Eastern District.

5.6.2 *X-Ray and radium allowance* - Any Director of Nursing or registered nurse whose duty requires them to use or assist in using x-ray apparatus or radium shall be entitled to an allowance of \$8.80 per week in addition to the rate prescribed.

5.6.3 *Uniform allowance* - Where the employer does not provide employees with a uniform it shall pay each employee a uniform allowance of \$159 per annum and this shall be paid on a *pro rata* basis each pay day.

5.7 Occupational superannuation

Clause 5.7 supersedes all of the provisions of the Occupational Superannuation Award - Employees of Private Hospitals - State so far as members of the Private Hospitals Association of Queensland Inc. are concerned.

5.7.1 Salary sacrifice

For the purpose of the employee enjoying a higher contribution to the employee's occupational superannuation fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Award, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying fund.

5.7.2 Superannuation contribution

(a) An employer shall contribute on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time (being 9% of ordinary time earnings, effective 1 July 2002), to one of the following funds:

- HIP - Health Industry Plan (formerly PHESF);
- Sunsuper;
- Health Employees Superannuation Trust Australia (HESTA);
- National Catholic Superannuation Fund;
- Sisters of Mercy Staff Superannuation Scheme.

The above contribution shall be payable subject to legislation so requiring such payments provided that:

- (i) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.
- (ii) The amount of contributions to the Fund shall be calculated to the nearest 10 cents, any fraction below 5 cents shall be disregarded.

(iii) "Ordinary time earnings" for the purposes of calculating the employer contribution under clause 5.7 means the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned. Included in such calculation where applicable shall be supervisory and/or certificate allowances.

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

- (b) The fund and the amount of contributions paid in accordance with clause 5.7 shall be included in pay advice notices provided by a respondent employer to each employee.
- (c) Each employee shall be given equal access to all information concerning the approved Occupational Superannuation funds set out in clause 5.7.2(a).
- (d) The employee shall choose the fund into which the employer shall make contributions on the employee's behalf.
- (e) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file.
 - (ii) A person must not coerce someone else to make an agreement.
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (time and wage records) of the Act.
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure in clause 3.2.

5.7.3 *Employers to participate in nominated Fund*

- (a) An employer shall make application to the Fund to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
- (b) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.
- (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.

5.7.4 *Provision for workers to make superannuation contributions to the Award Fund:*

- (a) An employee may make contributions to the Fund in addition to those made by the respondent employer under clause 5.7.2(a).
- (b) An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (c) An employer who receives written authorisation from the employee, must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.
- (d) An employee may vary the additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- (e) Additional employee contributions to the Fund requested under clause 5.7.4 shall be expressed in whole dollars.

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

6.1 Hours of work

6.1.1 Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week.

- 6.1.2 Provided further that the ordinary hours of work for employees employed in hospitals listed in Schedule B shall be those specified in that Schedule.
- 6.1.3 The ordinary working hours of all employees shall not exceed 10 hours per day exclusive of meal breaks and shall be worked within a spread of 12 hours calculated from the commencing time.
- 6.1.4 The limitations of hours in clause 6.1 shall not apply to Registered Nurses Levels 4 and 5.
- 6.1.5 *Method of implementation*

Different methods of implementation of the 38 hour week may apply to individual employees, or groups or sections of employees in a facility.

6.1.6 *8 hour day and accrual of time off*

Subject to the provisions of clause 6.6, employees may agree that the ordinary hours of work may be 8 per day or may exceed 8 on any day, thus enabling accrual of time off at ordinary time rate of pay on one or more than one work day during a particular work cycle.

6.1.7 *Accumulation of accrued days off (ADO's)*

The employer and the majority of employees affected, may agree to accumulate up to a maximum of 5 accrued days off ADO's. Where such agreement has been reached, the Accrued Days Off shall be taken within 12 calendar months of the date on which the first ADO was accrued. Consent to accumulate ADO's shall not be unreasonably withheld by either party.

6.2 38 hour week - Procedures for enterprise level discussions

- 6.2.1 The employer shall consult with, and give reasonable consideration to the wishes of employees over the most appropriate means of implementing and working a 38 hour week.
- 6.2.2 The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.2.
- 6.2.3 The outcome of such consultation shall be recorded in writing.
- 6.2.4 In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- 6.2.5 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour is implemented or worked from time to time.
- 6.2.6 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.

6.3 Extra payment for weekend work

- 6.3.1 All rostered ordinary hours worked by any employee other than a Registered Nurse Level 4 or Level 5, 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%

- 6.3.2 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.

6.4 Shift work - Extra payment for afternoon and night shifts

- 6.4.1 Subject to clauses 6.4.3 and 6.4.4 shift workers shall be paid in addition to their ordinary rate a shift allowance as specified for each shift of ordinary hours as follows:

- | | |
|---------------------|-------|
| (a) Afternoon shift | 12.5% |
| (b) Night shift | 15% |

- 6.4.2 For the purpose of clause 6.4 an "afternoon shift" is a shift, other than a night shift as defined herein, commencing at or after 12 midday; 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.
- 6.4.3 In the instance of a casual employee the shift allowance prescribed herein shall be calculated on the relevant rate of pay exclusive of the casual loading.
- 6.4.4 The shift allowance prescribed herein shall not apply to a Registered Nurse Level 4 or Level 5 nor to shift work performed by any employee on Saturday or Sunday where the extra payments prescribed by clause 6.3.1 apply.

6.5 Rosters

- 6.5.1 All employees shall work in accordance with a fortnightly roster to be agreed from time to time between the employer and a majority of employees in any workplace or part thereof.
- 6.5.2 The roster shall set out the employees' periods of duty and the starting and finishing times for such periods shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each fortnight.
- 6.5.3 Unless the employer otherwise agrees, an employee desiring to change roster shall give the employer 7 days' notice of the desired roster change except where the employee is ill or in an emergency.
- 6.5.4 Unless the employee/s otherwise agree, an employer desiring to change a roster/s shall give the employee/s at least 7 days' notice unless the change is necessary to meet unforeseen fluctuations in patient demand for services, or where another employee is absent from duty on account of illness or an emergency.
- 6.5.5 Subject to unforeseen circumstances, each employee shall be allowed 4 whole days free from rostered work in each fortnight
- 6.5.6 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 or 3 consecutive days and one stand-alone day, or one period of 4 consecutive days:

 Provided any one of these combinations may be amended to enable 2 single days free from rostered work if requested in writing by the employee.
 - (b) The days free from rostered duty to be enjoyed by full-time employees working shifts longer than 8 hours and/or shorter than 8 hours on any day shall be enjoyed in a period or periods no less favourable than those set out in clause 6.5.6 for other full-time employees.
- 6.5.7 Inclusion of a casual employee in any roster shall be deemed to be notice of likely hours of employment during the roster period and shall not be deemed to be a guarantee of employment for those hours.

6.6 Rest between periods of rostered work

- 6.6.1 An employee shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another.
- 6.6.2 A break of not less than 8 hours shall be permitted under the following circumstances:
- (a) to satisfy operating theatre staffing requirements; or
 - (b) to permit changes of shift rosters; or
 - (c) the 10 hour break may be reduced by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected.
- 6.6.3 Clause 6.6 shall not apply in the instance of an employee rostered to work following a 10 hour shift.

NOTE: See also clause 6.9.6 for 8 - 10 hour break after overtime.

6.7 On-call

- 6.7.1 *All Nurses other than Registered Nurses Levels 4 and 5*

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

- (a) An employee rostered to be on-call shall receive an additional amount as follows:
 - (i) \$19.22 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) \$28.83 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (iii) \$33.64 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.
- (b) Payment shall be calculated by reference to the calendar day on which the major portion of the on-call period falls.
- (c) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 6.7.1(a). A minimum payment of 3 hours at the appropriate overtime rate shall be paid, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work for 3 hours if the work for which the employee was required and any associated duty is completed within a shorter prior. Entitlement to such remuneration shall commence from the time the employee starts work.
- (d) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.

Provided that where an employee is required to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital, or shall be refunded the cost of such transport.
- (e) An employee placed on-call is required to remain at their private residence or at any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on-call, or shall be provided by the employer with an electronic or other device by which the employee can be contacted.
- (f) An employee on-call who usually lives out and who is required to remain on close call within the hospital precincts shall be provided free of charge with board and lodging, in addition to any allowances payable pursuant to clause 6.7.1.
- (g) The provisions of clause 6.9.6 (10 hour/8 hour break) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

6.7.2 *Demonstrated exceptional on-call responsibility - Registered Nurse Level 5*

- (a) Where, based on the employee's previous 12 months' experience in the position, an employee has been and will continue to be required to attend the facility outside normal working hours on an exceptional number of occasions to perform nursing duties, the employee shall be advanced to the next highest grade for pay purposes.
- (b) The determination of the application of clause 6.7.2 shall be made in the first instance between the employee concerned and his/her employer annually. Failing agreement, the matter shall be dealt with pursuant to clause 3.2 (Grievance and dispute settlement procedure).
- (c) The advancement in grade of a Registered Nurse Level 5 pursuant to clause 6.7.2 shall not be grounds for the advancement in grade of a Registered Nurse Level 4 employed in the same facility.

6.8 Recall - All Nurses other than Registered Nurses Levels 4 and 5

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

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

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

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

shorter period.

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

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

- 6.8.4 The provisions of clause 6.9.6 (8 hour/10 hour break) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

6.9 Overtime - Other than Level 4 and Level 5 Registered Nurses

- 6.9.1 An employee may be required to work reasonable overtime.

- 6.9.2 Except in an emergency, no employee shall work overtime unless instructed to do so by a person authorised to so instruct.

6.9.3 Overtime penalty rate

All authorised time worked in excess of rostered ordinary hours of work on any day shall be deemed to be overtime and shall be paid at the following rates:

- (a) For all authorised overtime on Monday to Saturday inclusive, payment shall be made at the rate of time and a-half for the first 3 hours and double time thereafter.

- (b) For all authorised overtime on a Sunday, payment shall be made at the rate of double time:

Provided that an employee works at least 8 hours on that shift or more than 76 hours in a fortnight.

6.9.4 Alternative compensation

Subject to the prior approval of the employer an employee may elect to be compensated for overtime worked either by payment pursuant to clause 6.9.3 or by grant of time off duty at a time to be mutually agreed for a period equivalent to the period of the time spent working in excess of rostered hours of work computed at overtime rates in accordance clause 6.9.3, provided that:

- (a) in computing overtime for the purposes of time in lieu each period of overtime shall stand alone; and

- (b) no employee shall be allowed to accumulate more than 24 hours credit towards time-off under clause 6.9.4.

The employer shall maintain an appropriate record of hours accumulated and taken off duty by each employee under clause 6.9.4.

6.9.5 Overtime meal

An employee who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employee's expense, or be paid \$9.60 per meal in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6pm. If an employee continues to so work the employee shall be allowed an additional meal or \$9.60 in lieu thereof for each completed 4 hours work after the first hour:

Provided that clause 6.9.5 shall not apply to those hospitals listed in Schedule B.

6.9.6 Break after overtime

An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times (i.e. the cessation of work on the one day and the commencement of work on the next day), shall, subject to clause 6.9.6(a), be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (a) If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (b) With the exception of employees rostered to work following a 10 hour shift, the provisions of clause 6.9.6

shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (i) to satisfy operating theatre staffing requirements; or
- (ii) to permit changes of shift rosters; or
- (iii) by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected.

6.10 External transfer duty

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

6.10.2 *Without patient*

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

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

Provided also that payment under clause 6.10.2 shall not exceed that calculated by reference to the soonest and most direct return route made available to the employee by the employer.

6.11 Meal breaks

6.11.1 Where an employee is rostered to work at least 6 hours continuously the employee shall be entitled to a meal break of not less than 30 minutes between the fourth and sixth hour after the commencement of duty, and thereafter at intervals of no more than 6 hours.

6.11.2 Except as provided in clause 6.11.3 double time shall be paid for all work done during meal breaks and thereafter in that shift until a meal break is taken.

6.11.3 Payment at double time will be made in accordance with clause 6.11.2 when an employee has, within the 6 hour period referred to in clause 6.11.1 above, informed their immediate supervisor or other appropriate management representative that they are unable to take a meal break, and they have received authorisation from that person to work through the meal break and/or beyond the sixth hour without a meal break. In order to qualify for double time payment under clause 6.11.3 an employee's inability to take a meal break must be for reasons other than to suit an employee's own particular requirements:

Provided that clauses 6.11.2 and 6.11.3 do not apply to Registered Nurses level 3, 4 and 5 as these employees are to organise their work time so that a meal break is taken at an appropriate time.

6.12 Rest pauses

6.12.1 Every employee shall be entitled to a rest pause of not less than 10 minutes' duration within each completed period of 4 ordinary hours of work at a time to be agreed between the employer and the employee.

6.12.2 Notwithstanding the above, and at the discretion of the employer, the period of 2 rest pauses may be combined to provide one 20 minute rest pause in the first half of the ordinary period of work.

6.13 Use of available working time

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

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Options offered and default mechanism

7.1.1 This Award enables employers and employees, by mutual agreement, to choose between 2 options in regard to the benefits under the headings of annual leave and public holidays which can be enjoyed by employees.

The options accessible are based on:

Option A: benefits available to nurses under the previous Award (clause 7.2); and

Option B: benefits available to non-nursing employees employed in industry generally (clause 7.3).

The method of accessing either of the options is as set-out below.

If Option B is not agreed then the provisions of Option A will apply by default.

Option A benefits can be briefly summarised as being one extra week's paid annual leave more than the standard annual leave entitlement available in industry generally, together with only 3 paid Public holidays [refer clauses 7.2.1 and 7.2.8]

Option B benefits can be briefly summarised as being no extra paid annual leave but 10 paid Public holidays, [refer clauses 7.3.1 and 7.3.8]

7.1.2 Access to either of the Options

An employee, shall within one month of commencing employment, mutually agree with the employer in writing as to the choice of Option A or Option B offered under Part 7 this Award. Subject to the default position provided for in clause 7.1.1 acceptance of the employee's choice is at the employer's discretion after taking into account the Hospital's overall operating requirements. No employee is to be subject to pressure or coercion to elect one Option in favour of another.

An employee or an employer may change their choice of either Option A or Option B by mutual agreement only at the anniversary date of the employment of the employee by that employer.

The employer must keep a written copy of the record of each employee's successive choices for 6 years.

The options under clause 7.1 are limited to a choice between benefits under clause 7.2 or clause 7.3. The parties cannot choose cross-combinations of clauses 7.2.1 and 7.3.8, or clauses 7.3.1 and 7.2.8.

7.2 Option 'A' Combination

(applicable subject to being mutually agreed or by default if there is no agreement on use of Option A or Option B)

7.2.1 Annual leave (5 WEEKS/6 WEEKS)

- (a) Every full-time employee shall at the end of each year of employment be entitled to annual leave on full pay of not less than 190 hours of leave:

Provided that an employee who is a continuous shift worker as defined in 7.2.1(b) shall be entitled to an additional period of paid annual leave as prescribed in the clauses below.

- (b) Definition - Continuous shift work

Where work is performed in 3 shifts per day over 24 hours per day, over 7 days per week, it shall be known as continuous shift work. An employee working shifts over a 12 month period in rotation allocated by the employer covering morning, afternoon and night shifts as part of that continuous shift work roster shall be deemed to be a continuous shift worker.

- (c) 12 months on Continuous shift work

If a continuous shift worker has worked at least 20 rostered shifts on each of the 3 types of shift (ie. morning, afternoon and night shifts) as defined in this Award during a 12 month period from the anniversary date of their employment and has made themselves available for rostering on all of the 3 types of shift by the employer over such period or since such date, such employee shall be entitled to an additional 38 hours paid annual leave for each 12 month period in which an employee has so worked.

- (d) The mere availability for continuous shift work shall not entitle an employee to additional annual leave.

- (e) Non-Continuous shift work

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee shall not be regarded as a continuous shift worker for the purposes of clause

7.2.

- (f) Less than 12 months continuous shift work completed.

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

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

- up to and including 3 months service, no entitlement;
- from 3 months and up to but not including 6 months service - 5 of each shift to be worked;
- from 6 months and up to but not including 9 months service - 10 of each shift to be worked;
- from 9 months and up to but not including 12 months service - 15 of each shift to be worked.

- (g) Part-time employee entitlement after 12 months continuous shift work

A part-time employee shall be entitled to additional leave on a *pro rata* basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the 3 types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

[For example, an employee employed for 24 hours per week who has worked all 3 types of shift over the 12 months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

- (h) Part-time employee entitlement if less than 12 months continuous shift work completed.

A part-time employee who is deemed to be a continuous shift worker for less than 12 months in terms of clause 7.2.1(f) shall accrue additional annual leave on a *pro rata* basis, provided that *pro rata* of the minimum of each shift as prescribed in clause 7.2.1(f) has been worked.

[For example, an employee employed for 24 hours per week who resigns after 7 months service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]

7.2.2 Subject to the requirements as to minimum qualifying shifts (where appropriate) prescribed by clause 7.2.1(a), if the employment of an employee is terminated before the expiration of a full year of employment such employee shall be paid in addition to all other amounts due monetary *pro rata* equivalent of the employee's annual leave entitlement prescribed by clause 7.2.1(a).

7.2.3 By mutual agreement between employer and employee annual leave may be taken in one or more parts provided that 38 hours of the entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.

7.2.4 The 38 hours that may be taken in single day periods entitlement referred to in clause 7.2.3 are deemed to be the week for which annual leave loading is not payable pursuant to clause 7.2.5(c) and accordingly single day absences shall not attract annual leave loading.

7.2.5 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.2 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) *Shift workers* - Subject to clause 7.2.5(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 7.2.5(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 7.2.5(b)(i).
- (c) Clause 7.2.5(b) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding -

- 190 hours of leave in the case of continuous shift work; or
 - 152 hours of leave 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.
- (d) If any of the annual leave referred to in clauses 7.2.1 to 7.2.4 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. All leave is to be paid for in advance or at another time by mutual agreement. Annual Leave shall be taken to suit the administration of the hospital but in exercising its discretion the administration will give reasonable consideration to the preference of employees.
- (e) If the employee and employer cannot agree on the taking of annual leave the employer must give the employee at least 14 days' written notice of the starting date of any leave.

7.2.6 *Leave debits*

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

7.2.7 *Accrued day off (ADO) arising from the implementation of the 38 hour week*

Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the Annual Leave, or be accumulated.

7.2.8 *Public holidays*

- (a) Payment for work done - All work done by any employees (other than casual employees) during their ordinary shifts on:
- the 1st January;
 - the 26th January;
 - Good Friday;
 - Easter Monday;
 - the 25th April (Anzac Day);
 - The Birthday of the Sovereign;
 - Christmas Day;
 - Boxing Day; or
 - any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday:

shall be paid for at time and a-half.

- (b) Labour Day - no work performed. All employees (other than casual employees) shall be entitled to be paid their ordinary rostered hours for the day on which Labour Day falls irrespective of the fact that no work may be performed on such day.
- (c) Labour Day, Show Day or Easter Saturday - work performed - If any employee actually works on Labour Day, "Show" Day, or Easter Saturday (the day after Good Friday) such employee shall be paid at the rate of double time and a half with a minimum of 4 hours.

For the purposes of clause 7.2.8:

"Labour Day" shall be the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday;

"Show Day" shall be a day in a district specified from time to time by the Minister by notification published in the Gazette of 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 for such district;

(d) Show Day

- (i) Where the Show is of more than one day's duration the employees may agree with the employer to choose another day during the show period in lieu of the day so appointed, in which case clause 7.2.8 shall apply to the day so chosen.
- (ii) In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial

show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

- (e) Double-time and a half - For the purpose of clause 7.2.8, where the rate of wages is a weekly rate "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- (f) Annual leave impact - Should Labour Day, Show Day or Easter Saturday occur during the period of an employee's Annual Leave, there shall be added to the employee's Annual Leave an extra day for each such day so occurring.
- (g) If rostered off - Where an employee is rostered off on Show Day or Easter Saturday normally worked by the employee, the employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's Annual Leave;

Provided that clause 7.2.8 insofar as Easter Saturday or other public holiday falling on a weekend is concerned shall not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

(h) Part-time employees

- (i) Part-time employees shall be entitled to the holiday provisions of clauses 7.2.8(a) to 7.2.8(e) inclusive above.
 - (ii) A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
 - (iii) Should a part-time employee be rostered regularly to work on a day on which Labour Day, Show Day or Easter Saturday happens to fall and such public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.
- (i) Casual employees - Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on such days.
- (j) Additional annual leave option - An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clause 7.2.8 by an entitlement to additional annual leave on full pay at the appropriate rate.
- (k) Substitution of days - Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.2.8:

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

Provided further that clause 7.2.8 shall not apply to those hospitals listed in Schedule B.

- (l) ADO impact - Except in those hospitals listed in clause B3.3 of Schedule B, the ADO shall be so arranged that it does not coincide with a public holiday:

Provided that in the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.

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

7.3 Option 'B' Combination

(subject to being mutually agreed)

7.3.1 ANNUAL LEAVE (4 WEEKS/5 WEEKS)

- (a) Every full-time employee shall at the end of each year of employment be entitled to an annual leave on full pay of not less than 152 hours of leave:

Provided that an employee who is a continuous shift worker as defined in clause 7.3.1(b) shall be entitled to an additional period of paid annual leave as prescribed in the clauses below.

- (b) Definition - Continuous shift. Where work is performed in 3 shifts per day over 24 hours per day, over 7 days per week, it shall be known as Continuous shift work. An employee working shifts over a 12 month period in rotation allocated by the employer covering morning, afternoon and night shifts as part of that continuous shift work roster shall be deemed to be a continuous shift worker.
- (c) 12 month on Continuous shift work - If a continuous shift worker has worked at least 20 rostered shifts on each of the 3 types of shift (ie. morning, afternoon and night shifts) as defined in this Award during a 12 month period from the anniversary date of their employment and has made themselves available for rostering on all of the 3 types of shift by the employer over such period or since such date, such employee shall be entitled to an additional 38 hours paid annual leave for each 12 month period in which an employee has so worked.
- (d) The mere availability for continuous shift work shall not entitle an employee to additional annual leave.
- (e) Non-continuous shift work.

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee shall not be regarded as a continuous shift worker for the purposes of clause 7.3.

- (f) Less than 12 months' continuous shift work completed.

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

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

- up to and including 3 months service, no entitlement;
- from 3 months and up to but not including 6 months service - 5 of each shift to be worked;
- from 6 months and up to but not including 9 months service - 10 of each shift to be worked;
- from 9 months and up to but not including 12 months service - 15 of each shift to be worked.

- (g) Part-time employee entitlement after 12 months continuous shift work.

A part-time employee shall be entitled to additional leave on a *pro rata* basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the 3 types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

[For example, an employee employed for 24 hours per week who has worked all 3 types of shift over the 12 months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

- (h) Part-time employee entitlement if less than 12 months continuous shift work completed

A part-time employee who is deemed to be a continuous shift worker for less than 12 months in terms of clause 7.3.1(f) shall accrue additional annual leave on a *pro rata* basis, provided that *pro rata* of the minimum of each shift as prescribed in clause 7.3.1(f) has been worked.

[For example, an employee employed for 24 hours per week who resigns after 7 months service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]

- 7.3.2 Subject to the requirements as to minimum qualifying shifts (where appropriate) prescribed by clause 7.3.1 if the employment of an employee is terminated before the expiration of a full year of employment such employee shall be paid in addition to all other amounts due monetary *pro rata* equivalent of the employee's annual leave entitlement in clause 7.3.1.
- 7.3.3 By mutual agreement between employer and employee annual leave may be taken in one or more parts provided that 38 hours of the entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.
- 7.3.4 The 38 hours that may be taken in single day periods entitlement referred to in clause 7.3.3 are deemed to be the week for which annual leave loading is not payable pursuant to clause 7.3.5(c) and accordingly single day absences shall not attract annual leave loading.

7.3.5 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 7.3.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.3.5(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 7.3.5(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 7.3.5(i).
- (c) Clause 7.3.5(b) shall not apply to the following:
 - (i) Any period or periods of annual leave exceeding -
 - 190 hours of leave in the case of continuous shift work; or
 - 152 hours of leave 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.
- (d) If any of the annual leave referred to in clauses 7.3.1 to 7.3.4 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. All annual leave is to be paid for in advance or at another time by mutual agreement. Annual Leave shall be taken to suit the administration of the hospital but in exercising its discretion the administration will give reasonable consideration to the preference of employees.
- (e) If the employee and employer cannot agree on the taking of annual leave the employer must give the employee at least 14 days' written notice of the starting date of any leave.

7.3.6 Leave debits

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

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

Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the annual leave, or be accumulated.

7.3.8 Public holidays

- (a) Payment for work done - All work done by any employees (other than casual employees) during their ordinary shifts on:
 - the 1st January;
 - the 26th January;
 - Good Friday;
 - Easter Monday;
 - the 25th April (Anzac Day);
 - The Birthday of the Sovereign;
 - Christmas Day;
 - Boxing Day; or
 - any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday:

shall be paid for at double time and a-half.

- (b) Labour Day - no work performed - All employees (other than casual employees) shall be entitled to be paid their ordinary rostered hours for Labour Day irrespective of the fact that no work may be performed on such day.

- (c) Labour Day, Show Day or Easter Saturday - work performed - If any employee actually works on Labour Day, "Show" Day or Easter Saturday (the day after Good Friday) such employee shall be paid at the rate of double time and a half with a minimum of 4 hours.

For the purposes of clause 7.3.8:

"Labour Day" shall be the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday;

"Show Day" shall be a day in a district specified from time to time by the Minister by notification published in the Gazette of 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 for such district;

(d) Show Day

- (i) Where the Show is of more than one day's duration the employees may agree with the employer to choose another day during the show period in lieu of the day so appointed, in which case clause 7.3.8 shall apply to the day so chosen.
- (ii) In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.
- (e) Double-time and a half - For the purpose of clause 7.3.8, where the rate of wages is a weekly rate "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- (f) Annual leave impact - Should any public holiday occur during the period of an employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.
- (g) If rostered off - Where an employee is rostered off on Show Day or Easter Saturday normally worked by the employee, the employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's Annual Leave.

Provided that clause 7.3.8 insofar as Easter Saturday or other public holiday falling on a weekend is concerned shall not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

(h) Part-time employees

- (i) Part-time employees shall be entitled to the holiday provisions of clauses 7.3.8(a) to 7.3.8(e) inclusive above.
- (ii) A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
- (iii) Should a part-time employee be rostered regularly to work on a day on which a public holiday happens to fall and such Public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.
- (i) Casual employees - Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on such days.
- (j) Additional annual leave option - An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clauses 7.3.8(a) and 7.3.8(c) by an entitlement to additional annual leave on full pay at the appropriate rate.
- (k) Substitution of days - Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.3.8:

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

Provided further that clause 7.3 shall not apply to those hospitals listed in Schedule B.

- (l) ADO impact - Except in those hospitals listed in clause B3.3 of Schedule B, the ADO shall be so arranged that it does not coincide with a public holiday:

Provided that in the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.

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

7.4 Sick leave

7.4.1 Entitlement

- (a) Every employee, except a casual employee, is entitled to 76 hours sick leave for each completed year of their employment with their employer. This entitlement will accrue at the rate of 7.6 hours sick leave after each 5 weeks up to a maximum of 76 hours for each completed year of employment
- (b) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.
- (c) Part-time employees accrue sick leave on a proportional basis.
- (d) Sick leave may be taken for part of a day or shift.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.4.2 Employee must give notice.

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

7.4.3 Evidence supporting a claim

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

7.4.4 Accumulated sick leave

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

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

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

7.4.5 Workers' compensation

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

7.4.6 Procedure for monitoring sick leave usage

- (a) The parties to this Award recognise that absenteeism can create significant difficulties for employers and employees at a workplace. As a consequence the parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes.
- (b) A hospital may develop a consultative process for the monitoring of sick leave usage across the hospital.
- (c) An employer may:

- (i) monitor sick leave usage at a hospital, ward or other discrete section of the hospital; and
 - (ii) introduce human resources procedures for individual employees' counselling where required.
- (d) With any process established to monitor sick leave usage confidentiality of individuals will be of utmost importance and principles of natural justice will apply.
- (e) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of submitting a false sick leave application form. Similarly, this procedure does not limit the Union's or the employee's right to make a reinstatement application where the employee is dismissed for alleged unsatisfactory attendance.

7.5 Long service leave

7.5.1 Industrial legislative standards

Except as provided for below all employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with the provisions the *Workplace Relations Act 1997*

Provided that the as from 1 July 1999 all employees are entitled to the minimum entitlement of long service leave on full pay in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act.

Provided also that where the Act provisions provide a greater benefit to employees those provisions will apply from 1 July 1999 or such later date as determined by the Act.

7.5.2 Enterprise bargaining agreement number 1 standard

From the 2nd January 1996 upon completion of 10 years of continuous service and with the one employer, employees shall be entitled to 13 weeks long service leave with pay.

7.5.3 Entitlement

For all continuous service after the 2nd January 1996 an employee who completes 10 years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

For service prior to the 2nd January 1996, long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* as at the 2nd January 1996 except that an employee shall be entitled to take such leave after 10 years of service and as hereafter provided.

7.5.4 Conditions

The following provisions shall apply in respect of long service leave:

- (a) An application for leave shall be made in writing, in a form determined by the Local Hospital Management.
- (b) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.
- (c) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
 - (i) determining the total period of the employee's continuous service having regard to the provisions of these regulations in respect of leave credited for service;
 - (ii) determining the total long service leave entitlement appropriate to that period of continuous service;
 - (iii) deducting from the total entitlement, long service leave previously taken.
- (d) The minimum period of long service leave which may be taken at any one time shall be 2 weeks.
- (e) Where an employee becomes ill and is granted sick leave in lieu of long service leave approved, the period of long service leave actually taken shall not be subject to the minimum period requirement set out in clause 7.5.4(d).

- (f) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement set out in clause 7.5.4(d).

7.5.5 Eligibility for proportionate payment for long service leave on termination of employee's service

Payment for long service leave normally occurs on ceasing employment at or after 10 calendar years continuous service. However, a proportionate payment for long service leave can be made for lesser periods of continuous service in the following circumstances:

- (a) Upon retrenchment - 1 year;
- (b) Upon ill health retirement - 5 years;
- (c) Upon retirement within 10 years of attaining age 65 - 5 years;
- (d) Upon death - 5 years.

7.5.6 Calculation of amount of payment in lieu of long service leave not taken

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (a) that entitlement; and
- (b) the rate of ordinary wages which the person was receiving at the date of ceasing to be an employee.

7.5.7 Casual employees

Prior to 23rd June, 1990 casuals, as a general rule, were not entitled to accrued Long Service Leave. As from 23rd June, 1990, the *Industrial Relations Act* came into force and casual employees were granted an entitlement to Long Service Leave.

Put simply this means casual employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

7.5.8 Part-time employees - Long service leave

A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment

7.6 Family leave

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

7.6.1 It is to be noted:

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

7.6.2 For the information of readers of this Award, the Family Leave Award deals with:

Maternity leave, Parental leave and Adoption leave

- Nature of leave
- Definitions

- Eligibility
- Certification
- Notice
- Transfer to a safe job
- Amendment or cancellation of period of leave
- Effect on employment
- Termination
- Return to work
- Replacement employees
- Leave refusal

Part-time work

- Definitions
- Entitlement
- Return to former position
- Transitional arrangements - annual leave and sick leave
- Part-time work agreement
- Termination
- Extension of hours of work
- Nature of work
- Replacement employees

Special responsibility leave

- Use of sick leave
- Unpaid leave for caring purposes
- Annual leave
- Time off in lieu of payment for overtime
- Make up time
- Grievance process

7.7 Bereavement leave

7.7.1 Full-time and part-time employees

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

7.7.2 Long-term casual employees

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.7.2.

7.7.3 "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.

7.7.4 Unpaid leave

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

7.7.5 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 spouse, wife, father, mother, brother, sister, child or step-child and where such employee travels outside of Australia to attend the funeral.

7.7.6 In the case of a part-time employee, entitlement to bereavement leave shall be based upon the number of hours that the employee would otherwise have worked on the days when such leave is taken.

7.8 Jury service

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

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

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

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

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

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

No provisions inserted in this Award relevant to this Part

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

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

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

9.2 Staff development

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

9.3 Local consultative group training leave

9.3.1 Upon application to the employer, an employee shall be granted up to 5 working days leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted and/or approved by the Private Hospitals' Association of Queensland (Inc.) or the Union in regard to issues or processes of direct relevance to the matters to be dealt with by local consultative groups involved in enterprise bargaining.

9.3.2 The granting of such leave shall be subject to the employer being able to release the employee concerned from duty without unduly affecting the normal operation of the employer's facility.

9.3.3 An employer shall not be required to grant any application for such leave which would lead to a total of more than 20 days of such leave being taken in a year.

9.3.4 An application for leave pursuant to clause 9.3 should, when possible, be made 8 weeks prior to the date of commencement of the course. If less than 4 weeks notice is given leave need not be granted.

9.3.5 At any one time not more than one employee at any one facility shall be on leave pursuant to clause 9.3 unless

otherwise agreed by the relevant employer.

9.3.6 For the purposes of clause 9.3, payment is at the ordinary rate only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid. Ordinary rates for a shift worker means the base Award rate excluding penalty rates.

9.3.7 Leave of absence granted pursuant to clause 9.3 shall count as service for all purposes.

9.3.8 An employee granted leave under clause 9.3 shall provide a report to the relevant local consultative group of which the employee is a member at its next appropriate meeting as to the substance of the training program attended.

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

10.1 Joint occupational health and safety committee

The parties agree to establish a joint Union and employer occupational health and safety committee to consult at State level on strategies and guidelines designed to improve safety through the introduction of programs centred on preventative education with respect to specific work related hazards.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

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

11.1 Right of entry

11.1.1 Authorised industrial officer

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

11.1.2 Entry procedure

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

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or

(iii) has made a written request to the employer that they do not want their record inspected.

- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

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

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

11.1.5 *Conduct*

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

11.2 Time and wages record

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

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

11.2.2 The time and wages record must also contain:

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

11.2.3 The employer must keep the record for 6 years.

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

11.3 Union encouragement

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

11.3.1 Documentation to be provided by employer

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

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

11.3.2 Union delegates

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

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

11.3.3 Deduction of Union fees

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

SCHEDULE A - List of Members of PHAQ and Grading of Registered Nurses Level 5

PHAQ Members	Town/City	Grading of RN Level 5 (where employed)
Allamanda Private Hospital	Southport	4
Allamanda Surgicentre (formerly Wesley Gold Coast Hospital)	Southport	2
Cairns Surgical Centre	Manunda	1
Cairns Private Hospital (formerly Calvary Private Hospital)	Cairns	3
Campbell Street Surgicentre	Bowen Hills	1
Canossa Private Hospital	Oxley	4
Clifton Co-Operative Hospital	Clifton	2
Cooloola Community Private Hospital	Gympie	2
Crows Nest & District Co-Operative Hospital	Crows Nest	2
Eastern Endoscopy Services	Birkdale	1
Eden Private Health Care (formerly Cooroy Private Hospital)	Cooroy	2
Eye-Tech Day Surgeries	Spring Hill	2
Friendly Society Private Hospital	Bundaberg	3
Greenslopes Day Surgery	Greenslopes	1
Greenslopes Private Hospital	Greenslopes	5
Haematology & Oncology Clinics of Australasia	Milton & Sth Brisbane	3
Killarney & District Memorial Hospital	Killarney	2
Mackay Day Surgery	Mackay	1
Mater Misericordiae Hospital, Bundaberg	Bundaberg	2
Mater Misericordiae Hospital, Gladstone	Gladstone	2
Mater Misericordiae Hospital, Mackay	Mackay	4
Mater Misericordiae Hospital, Redlands	Cleveland	2
Mater Misericordiae Hospital, Rockhampton	Rockhampton	3
Mater Misericordiae Hospital, Townsville	Pimlico	4
Mater Misericordiae Hospital, Yeppoon	Yeppoon	2
Mater Misericordiae Private Hospital	South Brisbane	4
Montserrat Day Hospitals (Brisbane Gastroscopy & Colonoscopy)	Spring Hill	1
New Farm Clinic	New Farm	3
North Queensland Day Surgical Centre	Aitkenvale	2
Pacific Day Surgery	Southport	2

PHAQ Members	Town/City	Grading of RN Level 5 (where employed)
Palm Beach Currumbin Clinic	Currumbin	2
Peninsula Private Hospital	Redcliffe	2
Pine Rivers Private Hospital (formerly Riverview Private Hospital)	Strathpine	2
Pioneer Valley Private Hospital	Mt Pleasant	2
Pittsworth & District Hospital	Pittsworth	2
QFG Day Theatres	Spring Hill	2
Queensland Eye Centre Pty Ltd	Spring Hill	2
Queensland Surgicentre Pacific P/L (formerly Pacific Private Hospital)	Southport	2
South Burnett Community Private Hospital (formerly St. Aubyn's Kingaroy)	Kingaroy	2
St. Andrew's Toowoomba Hospital	Toowoomba	3
Sunshine Coast Day Surgery	Cotton Tree	2
Toowong Private Hospital	Toowong	2
Toowoomba Surgicentre Pty Ltd	Toowoomba	2
Vision Centre Day Surgery	Southport	1

SCHEDULE B - 38 Hour Week Arrangements - Particular Hospitals

B1. List of Hospitals to which this Schedule applies:

Clifton Co-operative Hospital
Crows Nest Private Hospital
Friendly Society Private Hospital Bundaberg
Cooloola Community Private Hospital
Killarney Private Hospital
Mater Misericordiae Private Hospital South Brisbane
Mater Misericordiae Private Hospital Redlands
Pioneer Valley Private Hospital
Pittsworth Private Hospital
St Andrews Hospital, Toowoomba
Toowong Private Hospital

B2. Definitions

"4 Weekly Work Cycle" means a work cycle of 28 calendar days in which each employee shall work ordinary hours of work of no more than 19 days in the 4 weekly work cycle.

B3. Hours of work

B3.1 Subject to the exceptions hereinafter provided, the ordinary hours of work for full-time employees, in the hospitals listed in this Schedule, shall be an average of 38 hours per week, but not greater than 80 in any one fortnight, or 152 in 28 consecutive days, to be worked according to a roster as follows:

B3.1.1 In any 4 week work cycle there shall be 19 days (or shifts) of 8 hours duration worked, and one day taken as an accrued day off, with pay (hereinafter referred to as the ADO); and/or

- (a) in shifts as required, not exceeding 10 hours and not less than 3 hours in duration, with the hours worked in excess of an average of 38 hours per week over a 4 week work cycle being credited towards and ADO; and/or
- (b) In the following hospitals by agreement between the employer and the majority of employees affected; in 4 shifts of 9.5 hours in length, and/or
- (c) In the following hospitals:
 - Cooloola
 - Mater Misericordiae Private Hospital South Brisbane (at the discretion of employees)
 - Mater Misericordiae Private Hospital Redlands (at the discretion of employees)

in any 2 week work cycle there shall be 9 days (or shifts) which shall usually be of 8 hours duration worked (provided that no employee shall be required to work a shift of less than 3 hours or exceeding 10 hours) and one day (or shift) of 4 hours duration worked with pay for 8 hours at ordinary rates; and/or

(d) by any other arrangement as agreed between the employer and the Union; and

B3.2 Where the method of working the 38 hour week provides for an Accrued Day Off (ADO) then ADO's may be accumulated, and be taken off at a mutually acceptable time, up to a maximum of 5 days, except in the case of the following hospitals where the maximum number of ADO's to be accumulated will be:

Hospital	Number
St Andrews Toowoomba	5
Pioneer Valley (Theatre Only)	5
Clifton Cooperative Hospital (by agreement)	5
Mater Misericordiae Private Hospital South Brisbane (Levels 1 and 2 and by agreement between employer and employee for Levels 3, 4 and 5)	1
Mater Misericordiae Private Hospital Redlands (Levels 1 and 2 and by agreement between employer and employee for Levels 3, 4 and 5)	1
St Vincents Hospital Toowoomba	0
Crows Nest and District Co-operative Hospital	0
Friendly Society Private Hospital Bundaberg	0
Cooloola Private Hospital	0
Killarney and District Hospital	0
Pittsworth and District Hospital	0

B3.3 Public holidays

B3.3.1 Except in those hospitals listed below where an alternative arrangement will apply, the ADO shall be so arranged that it does not coincide with a public holiday:

Provided that in the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible;

Hospital	Public holiday arrangement
St Andrews Toowoomba	When an employee's ADO falls on Show Day, Easter Saturday or Labour Day, the next day may be taken where practicable in lieu thereof or the employer and the employee may agree in writing to an alternative day off in substitution As part of the cost minimisation measures required for the introduction of the 38 hour week, Operating and Theatre staff (that is, Operating and Theatres, Recovery, CSSD, and Day Hospital) propose and agree to take their banked ADOs on Christmas Day, Boxing Day, New Year Day, Australia Day, Easter Monday, Anzac Day and Queens Birthday (or on any day appointed under the <i>Holiday's Act 1983</i> to be kept in place of any such holiday).
Mater Misericordiae Private Hospital South Brisbane,	
Mater Misericordiae Private Hospital Redlands	Up to 3 ADOs may be taken on public holidays except for operating room services where up to 6 ADOs may be taken on public holidays.

B3.4 Overtime (Meal allowance)

An employee who is called upon to work for more than one hour after the employee's rostered finishing time shall be supplied with a meal free of charge by the employer or be paid \$9.60 per meal in lieu thereof provided that the employee usually would have taken a meal at that time of day or night during such period.

SCHEDULE C - Generic Level Statements - Registered Nurses

For the use in conjunction with PART 5 of the Private Hospitals Nurses' Award - State.

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

Pursuant to PART 5 in this Award a registered nurse at level 3 and level 4 of the structure may be allocated responsibilities for a stream or a combination of streams of nursing practice as identified in this Schedule.

Compliance with A.N.R.A.C Competencies is required at each Level

These Generic Level Statements were prepared using the competencies developed by the Australian Nursing Registering Authorities Conference (A.N.R.A.C.). These competencies are a requirements of the Queensland nursing Council for the registration of beginning practitioner registered nurses in Queensland.

Generic Level Statement

Responsibilities

Level 1 - Registered Nurse

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

The degree of expertise will increase as the Registered Nurse advances through this level.

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

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

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

Professional/Ethical Practice

1. Demonstrates a satisfactory knowledge base for safe practice.
2. Functions in accordance with legislation and common law affecting nursing practice.
3. Protects the rights of individuals and groups.
4. Demonstrates accountability for nursing practice.
5. Conducts nursing practice in a way that can be ethically justified.

Reflective Practice

6. Recognises own abilities and level of professional competence.
7. Acts to enhance the professional development of self and others.
8. Recognises the value of research in contributing to developments in nursing and improved standards of care.

Enabling

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.

Problem Framing and Solving

14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings.
15. Formulates a plan of care in consultation with

Generic Level Statement

Responsibilities

individuals/groups taking into account the therapeutic regimes of other members of the health care team.

16. Implements planned care.

17. Evaluates progress of individuals or groups toward planned outcomes.

Teamwork

18. Collaborates with the health care teams.

Level 2 - Clinical Nurse

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

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

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

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

The Clinical Nurse is able to demonstrate:

- 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

1. Gives direct care to a group of patients/clients.

2. May relieve Level 3 positions.

3. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care.

4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.:

- planning and co-ordination of ward/unit education programmes and other staff development activities
- orientation of new staff
- preceptorship for new staff
- participates in action research

5. Participates in nursing policy review and initiatives.

6. Co-operates with other Clinical Nurses in relation to development programs and initiatives.

7. Ensures a safe working environment.

Level 3 - Clinical Nurse Consultant

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 needs.

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

The Clinical Nurse Consultant demonstrates:

- an advanced level of clinical skills
- proficiency in the delivery of nursing care
- leadership qualities

1. Co-ordinates patient care activities for one patient care/service delivery area.

2. Gives, on a regular basis, direct care to a small number of patients with complex care.

3. Manages activities related to the provision of safe patient/client care.

4. Evaluates care and institutes mechanisms to correct deficiencies.

5. Participates in multidisciplinary reviews of patient care outcomes.

6. Monitors patient's perceptions of their care and institutes mechanisms to remedy deficiencies in care.

Generic Level Statement	Responsibilities
<p>The Clinical Nurse Consultant fulfils the function of:</p> <ul style="list-style-type: none"> • change agent • role model • patient/client/staff educator • action researcher <p>The Clinical Nurse Consultant has the authority to co-ordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> 7. Undertakes action research to address patient/client care problems and issues. 8. Reviews pattern of care delivery and assesses appropriateness of change. 9. Participates in committees for patient/client care improvements, initiatives and policy development. 10. Assesses professional development needs of staff and co-ordinates unit education programmes. 11. Acts as an expert consultant to staff of other units, in relation to area of expertise. 12. Identifies issues requiring policy review. 13. Participates in relevant policy development. 14. Develops and implements relevant quality assurance programmes. 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.

Level 3 - Nurse Manager

<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 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 information data base for area • 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>	<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 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 a management. 7. Engages in review of staffing methodology. 8. Identifies issues requiring policy review. 9. Participates in relevant policy development. 10. Develops and implements relativity quality assurance programmes. 11. Participates in staff selection processes. 12. Participates in orientation and other staff development activities. 13. Participates in performance review mechanisms.
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Generic Level Statement

Responsibilities

14. Ensures a safe working environment.
15. Participates in relevant research projects.

Level 3 - Nurse Educator

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

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

The Nurse Educator demonstrates:

- appropriate mix of clinical and education skills
- leadership qualities
- organisational and planning skills in relation to education

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

1. Assists in the design, implementation and assessment of nursing education programmes including in-service and staff development programmes.
2. Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programmes and resources.
3. Provides ongoing evaluation and modification of the staff development/education programmes.
4. Co-operates with ward/unit staff to develop education initiatives for staff and patients.
5. Monitors ongoing education needs of nursing staff and implements appropriate educational experiences.
6. Maintains an information data base on educational programmes and programmes participants.
7. Identifies issues requiring policy review.
8. Participates in relevant policy development.
9. Develops and implements relevant quality assurance programmes.
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

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

The Nurse Researcher demonstrates:

- 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.
the Ethics Committee

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 and quality 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

Generic Level Statement

- analytical and report writing skills
- an awareness of ethical standards in research practice

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

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

Responsibilities

7. Ensures research participants are informed of research and its implications.
8. Documents and disseminates research findings.
9. Identifies issues requiring policy review.
10. Participates in relevant policy development.
11. Develops and implements relevant quality assurance programmes..
12. Participates in staff selection processes.
13. Participates in orientation and other staff development activities.
14. Participates in performance review mechanisms.
15. Ensures a safe working environment.

Level 4 - Assistant Director of Nursing - Clinical

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

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

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

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

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

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

Level 4 - Assistant Director of Nursing - Management

Assistant Director of Nursing - Management means an

1. Acts as management consultant to nursing division

Generic Level Statement

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

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

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

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

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

Responsibilities

and contributes to policy development.

2. Engages in management of human and material resources.
3. Engages in personnel functions.
4. Monitors global staff allocations.
5. Manages operational activities for specified units.
6. Undertakes the establishment and ongoing review of occupational health and safety programmes.
7. Manages financial and budget control for a group of units.
8. Researches management issues and problems including absenteeism, turnover, job satisfaction and occupational injuries.
9. Promotes participative decision-making within the management team.
10. Provides effective leadership and support for the nurse manager group.
11. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
12. Represents the Nurse Managers at the executive nursing level.
13. Functions as a member of the executive nursing team.
14. Participates in recruitment and selection of staff.
15. Participates in staff development programmes.
16. Deputises for Director of Nursing when required.

Level 4 - Assistant Director of Nursing – Education and Staff Development

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

- development, implementation and evaluation of staff development programmes
- the co-ordination and standards of nurse education staff development programmes

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

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

1. Engages in the planning, co-ordination, implementation and evaluation of nursing staff development programmes.
2. Manages educational resources.
3. Acts as an education consultant to the nursing division and contributes to policy development.
4. Undertakes career counselling for.
5. Contributes to nursing staff development programmes.
6. Maintains an information data base relative to education activities.
7. Promotes participative decision-making within the education stream.
8. Provides educational leadership to staff.

Generic Level Statement

Responsibilities

9. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
10. Represents nurse educators at the executive nursing level.
11. Functions as an executive member of the nursing team.
12. Participation in recruitment and selection of staff.
13. Engages in financial management and budgetary control of educational resources.
14. Deputises for Director of Nursing when required.
15. Co-ordinates educational research.

Level 4 - Assistant Director of Nursing - Research

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

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

- improve the quality of nursing care through practice - oriented research
- ensure cost effective delivery of health care based on research
- monitor the standards of quality care

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

1. Initiates nursing research projects.
2. Promotes the funding and conduct of nursing research within the health facility.
3. Acts as expert consultant on nursing research and contributes to policy development.
4. Supervises and co-ordinates nursing research projects.
5. Represents nursing on the ethics committee.
6. Establishes policies and guidelines for nurse researcher in line with ethics committee recommendation.
7. Ensures patient/human rights of participants in nursing research projects.
8. Ensures research is conducted in accordance with recognised ethical guidelines.
9. Implements relevant findings of nursing research.
10. Monitors risk benefit implications of nursing research projects.
11. Documents and disseminates research findings.
12. Promotes participative decision making within the research stream.
13. Provides effective leadership and support for nurse involved in research.
14. Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
15. Represents nurse researchers at executive nursing level.
16. Functions as a member of the executive nursing team.

Generic Level Statement

Responsibilities

17. Participates in recruitment and selection of staff.
18. Participates in staff development programmes.
19. Deputise for Director of Nursing when required.

Level 5 - Director of Nursing

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

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

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

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

1. Promotes and co-ordinates nursing division for the delivery of high quality care.
2. Represents the nursing division, its philosophies and objectives.
3. Provides overall budgetary
4. Functions as a member of the executive management team.
5. Represents the interest of nursing to the Regional Health Authority.
6. Demonstrates leadership of the nursing service in line with developed philosophies, policies, objectives and goals of the nursing service and the health unit.
7. Engages in strategic planning and decision-making in conjunction with senior nursing and the nursing service.
8. Promotes a high standard of nursing practice.
9. Promotes participative decision-making and decentralisation of operation.

SCHEDULE D - Enrolled Nurses - Definitions, Progression And Appeal

D1. Definitions

Clause 5.3.4 of the Award shall be applied according to the following definitions:

D1.1 *"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.

D1.2 *"Supervision"* means, subject to the regulations and/or bylaws of the Nurses Registering Authority for Queensland, the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the employee's 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 supervisions of the employee is not required.

D1.3 *"Year of practical experience"* means 1976 ordinary hours of duty, or paid leave to the equivalent of 1976 ordinary hours including annual, sick, bereavement and other paid leave.

D1.4 *"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) 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) 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 provisions 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

Upon appointment it is recognised that the employee has:

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

(c) At Paypoint 1 the employee will demonstrate some of the following in the performance of work:

- (i) Performs basic nursing care (ADL's) effectively for assigned patients according to Registered Nurse directives and nursing care plan and/or
- (ii) Performs basic nursing-related activities according to Registered Nurse directions and/or
- (iii) Requires guidance from a Registered Nurse to apply nursing principles, protocols and rules to clinical problem solving related to basic nursing care and/or
- (iv) Reports accurately, and within an appropriate time frame all changes in patient condition and/or nursing related work situation to the Registered Nurse.

D1.5 *"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) plans, assesses, implements and evaluates basic nursing care which is patient centred and has realistic outcomes under the direction of and in consultation with, a Registered Nurse and/or
- (ii) follows relevant hospital protocols accurately and applies nursing principles and rules to solve problems of basic nursing practice in conjunction with a Registered Nurse and/or
- (iii) seeks advice to resolve competing demands made upon the employee.

D1.6 *"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) as a team member utilises accepted nursing practice standards in providing basic nursing care in conjunction with a Registered Nurse and/or
- (ii) promotes optimal outcomes by implementing appropriate basic nursing practice in stable situations in consultation with the Registered Nurse and/or
- (iii) is able to organise and prioritise workload effectively to meet basic nursing practice demands in stable situations with indirect supervision by a Registered Nurse.

D1.7 *"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 of the following in the performance of work:

- (i) utilises knowledge gained from previous experience to provide support to colleagues in clinical problem solving of basic nursing care with indirect supervision by a Registered Nurse and/or
- (ii) promotes optimal outcomes by implementing appropriate nursing care in less stable situations with direct supervision by a Registered Nurse and/or
- (iii) prioritises to meet competing demands using relevant experience in consultation with the Registered Nurse and/or
- (iv) contributes to the development of nursing procedures and/or basic nursing practices at a ward/unit level.

D1.8 *"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) demonstrates the ability to assist with clinical problem solving in less stable situations in conjunction with the Registered Nurse and/or

- (ii) is able to manage nursing care in less stable and/or changed situations in conjunction with the Registered Nurse and/or
- (iii) prioritises effectively and efficiently as the result of broad experience in resolving issues of competing demands of delegated basic nursing practice and/or
- (iv) assists the review and evaluation of procedures and protocols within area of responsibility by contributing relevant information to the Registered Nurse.

D2. Enrolled Nurse Progression and Appeal

D2.1 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 PART 5 of this Award.
- (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 D2.1(a) and (b), an Enrolled Nurse may elect to process the matter through the mechanism in clause D2.2 (Appeal and Review) below, having first endeavoured to resolve the matter through discussions with the employer.
- (d) Subject to the terms specified for each Paypoint as defined in PART 5 of this Award, each employee shall progress from one Paypoint to the next on the employee's completion of a continuous year of service as an Enrolled Nurse, having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period:

Provided that an employee's progression may be deferred or refused by the employer, provided further that any such deferral or refusal is referable only to the terms specified for each Paypoint in PART 5 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.

D2.2 Appeal and Review

- (a) Where an employee believes on reasonable grounds that circumstances have changed since that employee's last progression review, that employee may request the employer for a paypoint review such request shall be in writing, and there shall be a review outcome within 60 days. If the review results in a recommendation for movement to the next paypoint, such movement shall be operative from the date of review request.
- (b) An employee may appeal, and if so shall appeal in writing, an employer's determination, deferral or refusal or a review outcome in regard to paypoint progression. There shall be an appeal outcome within 60 days.
- (c) An appeal or review for the purposes of clause D2.2 shall be undertaken and resolved in accordance with clause 3.2 of this Award, provided that Stage 3 of the Grievance and dispute settlement procedure shall proceed according to the process outlined in clause D2.2 of this Schedule.

D2.3 RPL Process

Should the appeal not be resolved upon completion of stage 2 of the Grievance and dispute settlement procedure, the Director of Nursing or equivalent shall as part of stage 3 of that procedure implement the following Recognition of Prior Learning (RPL) process:

(a) RPL Objective

Equitable assessment through ensuring currency, relevance and transferability of knowledge/skills by an RPL Panel.

(b) Composition of RPL Panel

The Director of Nursing shall convene the RPL Panel as follows:

- (i) Applicant
- (ii) Applicant's representative (QNU, LCG or other) if desired by applicant
- (iii) Director of Nursing (or nominee)

(iv) A Nurse Expert (from a list agreed by PHAQ and QNU)

(v) RPL Assessor (from a list agreed by PHAQ and QNU).

(c) Role of the Assessor

(i) Assists and counsels the Applicant in completion of the application form and gathering of relevant information.

(ii) Ensures fair process of the review.

(iii) Facilitates/chairs the panel process.

(d) Role of RPL Panel

In accordance with the RPL process:

(i) Develops a Competency Assessment Tool with the Applicant for the particular circumstances of the Applicant relevant to the paypoint sought.

(ii) Oversees the RPL Process.

(iii) Makes recommendations to the employer.

(e) Role of Nurse Expert

In addition to assisting to develop the Assessment Tool, advise the Panel if the applicant in undertaking assessment has demonstrated skills and/or knowledge relevant to the Assessment Tool.

Where as a result of clause D2.3(b) above, there is a revocation of the employer's decision, Paypoint Progression shall be deemed to operate and be payable from the date for such progression in accordance with clause D2.1(d).

D3 Recognition of training, experience and skill

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

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

Dated 3 June 2003.

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

Operative Date: 4 August 2003