

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**QUEENSLAND HEALTH NURSES AND MIDWIVES AWARD - STATE 2011**

Following the Award Reprint Correction of Error dated 30 March 2012, the Queensland Health Nurses and Midwives Award - State 2011 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 Queensland Health Nurses and Midwives Award - State 2011 as at 1 September 2011.

Dated 30 March 2012.

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

**QUEENSLAND HEALTH NURSES AND MIDWIVES AWARD - STATE 2011**

**SECTION A - COMMON CONDITIONS**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Queensland Health Nurses and Midwives Award - State 2011.

**1.2 Arrangement**

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**1.3 Date of operation**

This Award takes effect from 16 March 2011.

**1.4 Award coverage**

- 1.4.1 This Award applies to employees of the various Health Services Districts in Queensland Health whose rates of wages/salaries are prescribed in this Award.
- 1.4.2 The provisions of the *Health Services Act 1991*, and the Regulations made under that Act apply to the employees covered by this Award where such Act and Regulations are applicable.

**1.5 Application of Award****1.5.1 Section A - Common Conditions**

Parts 1 to 11 of this Award apply to all nurses and midwives.

**1.5.2 Section B - Public Hospitals**

This section applies to the work and employment of:

- (a) all nurses and midwives at all classification levels who work in a Public Hospital; and
- (b) nurses working in a mental health unit or nursing home attached to a Public Hospital.

**1.5.3 Section C - Psychiatric Hospitals Etc.**

This section applies to the work and employment of:

- (a) Nurse Grade 1 to 4 inclusive employed at or in connection with the Eventide Homes at Sandgate, Rockhampton and Charters Towers; and
- (b) nurses and midwives, Nurse Grade 1 to 8 inclusive employed at or in connection with Charters Towers Rehabilitation Unit, The Park (Wacol) and Baillie Henderson (Toowoomba) psychiatric/mental health facilities.

**1.5.4 Section D - Public Service**

This section applies to the work and employment of:

- (a) registered nurses, Nurse Grade 5 and above at or in connection with Eventide Homes at Sandgate, Rockhampton and Charters Towers;
- (b) nurses and midwives including those in Community Health services, whose employment is not otherwise covered by Sections B, C, E and F; and

(c) nurses and midwives employed in Correctional Facilities.

#### 1.5.5 *Section E - Senior Nursing Staff (Psychiatric Hospitals)*

This section applies to the work and employment of:

- (a) registered nurses, Nurse Grade 9 and above employed at or in connection with Charters Towers Rehabilitation Unit, The Park (Wacol) and Baillie Henderson (Toowoomba) psychiatric/mental health facilities.

#### 1.5.6 *Section F - Certain Employees - Alcohol and Drug Dependence Services*

This section applies to the work and employment of:

- (a) registered nurses, Nurse Grade 5 and above employed at the Biala City Community Health Centre.

### 1.6 **Section A - common conditions**

This section applies in the terms provided in clause 1.5.1.

#### 1.7 **Definitions**

- 1.7.1 "Accrued Day Off (ADO)" means a day accrued as a result of the method of working ordinary hours where employees are rostered off on various days of the week during a particular work cycle. An employee may have one or more days off during that cycle.
- 1.7.2 "Act" means the *Industrial Relations Act 1999*, as amended or replaced from time to time.
- 1.7.3 "Assistant Director of Nursing" means an Assistant Director of Nursing, Nurse Grade 9, Bands 1 to 3, unless otherwise specified.
- 1.7.4 "Assistant in Nursing" means an Assistant in Nursing, Nurse Grade 1. The definition of a Twelve Month Trained Assistant in Nursing is specified in Schedule 1.3.
- 1.7.5 "Chief Executive" is as defined under the *Health Services Act 1991* or where applicable, a person prescribed in Schedule 1 of the *Public Service Act 2008* or for the purposes of this Award, another person to whom the Chief Executive has delegated specific authorities.
- 1.7.6 "Clinical Nurse" means a Clinical Nurse, Nurse Grade 6.
- 1.7.7 "Clinical Nurse Consultant" means a Clinical Nurse Consultant, Nurse Grade 7.
- 1.7.8 "Clinical Unit" means the employee's immediate work area.
- 1.7.9 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.10 "Continuous Shift Work" means work done by employees where the hours of work are regularly rotated through a shift roster covering a 24 hour per day operation over a 7 day week.
- 1.7.11 "Department" means Queensland Health.
- 1.7.12 "Director of Nursing" means a Director of Nursing, Nurse Grade 10, Bands 1 to 4, unless otherwise specified.
- 1.7.13 "District Director of Nursing" means a District Director of Nursing, Nurse Grade 11, Bands 1 to 4, unless otherwise specified.
- 1.7.14 "District" means a Health Service District as defined by the *Health Services Act 1991*.
- 1.7.15 "Employee" means and includes an employee within a classification of employees defined in Schedule 1 of this Award.
- 1.7.16 "Enrolled Nurse" means an Enrolled Nurse, Nurse Grade 3.
- 1.7.17 "Enrolled Nurse Advanced Practice" means an Enrolled Nurse Advanced Practice, Nurse Grade 4.

- 1.7.18 "Executive District Director of Nursing" means an Executive District Director of Nursing, Nurse Grade 12.
- 1.7.19 "Four Weekly Work Cycle" means a work cycle of 28 calendar days in which each employee works ordinary hours of work on no more than 19 days in the 4 weekly work cycle.
- 1.7.20 "Generic Level Statement" means a broad, concise statement of the duties, skills and responsibilities indicative of a given classification level.
- 1.7.21 "Human Resources Policy" means a specific Queensland Health Human Resources Policy or Integrated Resource Manual (IRM) where not yet consolidated into a Queensland Health Human Resources Policy.
- 1.7.22 "Hospital and Public Hospital" mean any health facility or premises for the reception and treatment of the sick, operated by Queensland Health and includes a health centre, clinic, dental hospital and dental clinic.
- 1.7.23 "Majority of Shift" means the major portion of ordinary hours worked in any shift where the starting and finishing times occur on different days.
- 1.7.24 "Nurse Educator" means a Nurse Educator, Nurse Grade 7.
- 1.7.25 "Nurse Grade" comprises a number of bands through which employees will be eligible to progress.
- 1.7.26 "Nurse Manager" means a Nurse Manager, Nurse Grade 7.
- 1.7.27 "Nurse Practitioner" means a Nurse Practitioner, Nurse Grade 8, as defined in Schedule 1.11 of this Award.
- 1.7.28 "Nurse Practitioner Candidate" means a Nurse Practitioner Candidate, Nurse Grade 7, as defined in Schedule 1.2.3 of this Award.
- 1.7.29 "Nurse Researcher" means a Nurse Researcher, Nurse Grade 7.
- 1.7.30 "Nurse Unit Manager" means a Nurse Unit Manager, Nurse Grade 7.
- 1.7.31 "Nursing Director" means a Nursing Director, Nurse Grade 9, Bands 1 to 3.
- 1.7.32 "Paypoint" means the specific rate of remuneration payable to employees within a Nurse Grade.
- 1.7.33 "Psychiatric Hospitals" means the psychiatric/mental health facilities or hospitals known as The Park (Wacol), Baillie Henderson (Toowoomba) and Charters Towers Rehabilitation Unit.
- 1.7.34 "Registered Nurse" means a Registered Nurse/Midwife, Nurse Grade 5.
- 1.7.35 "registered nurse" means Nurse Grade 5 and above.
- 1.7.36 "Service" means, unless otherwise specially stated, all continuous employment, whether temporary, probationary or permanent.
- 1.7.37 "Shift Work (other than Continuous Shift Work)" means work regularly rotated in accordance with a roster that prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.
- 1.7.38 "Student in Nursing/Midwifery" means an Undergraduate Student Nurse/Midwife, Nurse Grade 2.
- 1.7.39 "The Act" means the *Industrial Relations Act 1999*, as amended or replaced from time to time.
- 1.7.40 "Time and a-half" means one-half day's wages in addition to the prescribed minimum rate, or *pro rata* if there is more or less than a day.

## **1.8 Area of operation**

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

### **1.8.1 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 boarder 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.

1.8.2 *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 longitude; 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.

**1.9 Preservation of existing conditions**

- 1.9.1 The making of this Award will not reduce conditions of employment and entitlements applying to existing employees where those conditions are more favourable than those provided in this Award.
- 1.9.2 Unless inconsistent with the terms of this Award, the entitlements of employees as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* and the *Health Services Act 1991* effective at the date this Award was made, will not be reduced by this Award.
- 1.9.3 No employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.

**PART 2 - FLEXIBILITY**

**2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 For the purpose of the consultative process, the employees may nominate the union or another to represent them.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

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

**3.1 Grievance and dispute settling procedure**

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

Grievances and disputes in relation to workload management will be addressed in accordance with clause 4.10 of this Award.

The procedure is to promote the prompt resolution of grievances by consultation, cooperation and discussion and to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

This procedure applies to all industrial matters within the meaning of the Act.

#### 3.1.1 *Stage 1*

In the first instance the employee will inform their immediate supervisor of the existence of the grievance and they will attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of this stage.

#### 3.1.2 *Stage 2*

If the grievance remains unresolved, the employee will refer the grievance to the next in line management (the manager). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of this stage.

#### 3.1.3 *Stage 3*

If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if the employee wishes to pursue the matter further. If desired by either party, the matter is to also be notified to the union.

#### 3.1.4 The Chief Executive will ensure that:

- (a) the aggrieved employee or the employee's union representative has the opportunity to present all aspects of the grievance; and
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

3.1.5 The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the union in appointing an investigating person. The appointed person must be someone other than the employee's supervisor or manager.

3.1.6 If the matter is notified to the union, the investigating officer is to consult with the union during the course of the investigation. The Chief Executive is to advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned about the determinations made as a result of the investigation of the grievance.

3.1.7 The Chief Executive may delegate such Chief Executive's grievance resolution powers under this clause to a nominated representative.

3.1.8 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

##### (a) Stage 1

Discussions should take place between the employee and the employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.

##### (b) Stage 2

Not to exceed 7 days.

##### (c) Stage 3

Not to exceed 14 days.

- 3.1.9 If the grievance is still unresolved following Stage 3, the matter may be referred to the Public Service Commissioner or the Commission by the employee or the union as appropriate, in accordance with the respective jurisdictions of the tribunals.
- 3.1.10 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- 3.1.11 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

### **4.1 Employment categories**

- 4.1.1 Employees covered by this Award are to 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);
  - (c) Casual (as prescribed in clause 4.3); and
  - (d) Temporary (as prescribed in clause 4.4).

### **4.2 Part-time employees**

- 4.2.1 A part-time employee is an employee, other than a casual employee, engaged as such to work regular hours fewer than 38 hours per week and who receives on a pro rata basis equivalent pay and conditions to those full-time employees of the same classification.
- 4.2.2 All part-time employees are entitled to receive the following conditions of employment:
  - (a) Minimum payment per engagement based on a minimum of 4 hours and a maximum of 10 hours on any one day, subject to clause 6.4 of this Award;
  - (b) Overtime and penalty payments;
  - (c) *Pro-rata* wages and employment conditions as for full-time employees engaged in the same classification; and
  - (d) Termination entitlements taking into account periods of both full-time and part-time employment in accordance with the relevant provisions and based on the periods of respective service.
- 4.2.3 Part-time employees are to have their contracted hours of work specified in writing and such hours are to equate to the actual hours the part-time employee works.
- 4.2.4 Part-time employees are entitled to public holiday penalty provisions as set out in this Award. Payment must only be made for hours actually worked, with the appropriate minimum payments applied where necessary.
- 4.2.5 A part-time employee who usually works on a day of the week on which a public holiday falls, and who is not required to work or who is rostered off duty on that day, must be paid for the hours that would otherwise have been worked on that day.

### **4.3 Casual employees**

- 4.3.1 A casual employee means an employee engaged as such for not more than 32 hours per week, who is paid on an hourly basis.
- 4.3.2 A casual employee is to be paid a loading of 23% above the classification rate for the level of work the employee is engaged to perform. Despite clause 4.3.2, the penalty paid for casual work on Sundays is inclusive of the casual loading paid to such an employee.

- 4.3.3 The employer will advise the District Consultative Forum of all casual employees engaged for greater than 12 months.
- 4.3.4 To meet an exigency, a casual employee may work more than 32 hours in any week if the employee is paid at the appropriate overtime rate for all time worked in excess of 32 hours.

#### **4.4 Temporary/fixed-term engagements**

- 4.4.1 A temporary or fixed-term employee is an employee engaged to meet temporary circumstances existing within a Health Service District of the following kinds:
- (a) unexpected/unplanned leave;
  - (b) long-term illness;
  - (c) unplanned leave where a permanent reliever cannot be justified (permanent relief staff will be the preferred mode of relief staffing and will be used wherever possible);
  - (d) fixed-term projects;
  - (e) to address seasonal workload changes;
  - (f) in the event of organisational change;
  - (g) employees undertaking an accredited fixed term course of study;
  - (h) fixed-term program funding;
  - (i) employment of a graduate pending the availability of a permanent position; and/or
  - (j) without limiting access to higher duties, backfilling where a legitimate recruitment process is occurring.
- 4.4.2 A temporary employee is to be notified in writing prior to the commencement of employment of the starting and finishing dates of employment, or in lieu of a finishing date, notified of the specific circumstance/s or contingency relating to a specific task, project or reason, upon the occurrence of which the term of employment is to expire.
- 4.4.3 A temporary/fixed-term employee will not be required to serve a probationary period.
- 4.4.4 Any period of employment for a temporary/fixed term employee will be counted as continuous service for the purpose of calculating any entitlements, having regard to arrangements in relation to breaks in service.
- 4.4.5 Within 6 months of the date of coming into operation of this Award, the employer will advise the union of the appointment of all temporary employees, together with the date and location of appointment and reason for appointment, and will continue to do so thereafter at 6-monthly intervals.

#### **4.5 Incidental or peripheral tasks**

- 4.5.1 An employer may direct an employee to carry out duties that are within the particular employee's skill, competence and educational preparation provided:
- (a) the duties are consistent with those performed by classifications in this Award and within the educational preparation required for appointment to such classifications; or
  - (b) if not consistent with the terms of clause 4.5.1(a), the duties are essential duties of an urgent, special or unusual nature required to be carried out because of the non-availability of the classification of employee usually assigned to that class of work and are not required on a regular basis; and
  - (c) clause 4.5 is to not affect an employee's entitlement to higher or other duties and allowances provided in this Award; and
  - (d) all such directions are consistent with the employer's responsibilities to provide a safe, healthy working environment.

#### **4.6 Anti-discrimination**

- 4.6.1 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. Discrimination 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 in relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 4.6.2 Accordingly, in fulfilling their obligations under clause 3.1 of this Award, 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.
- 4.6.3 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.
- 4.6.4 Nothing in clause 4.6 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) that 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 Commission/Anti-Discrimination Commission Queensland.

#### **4.7 Termination of employment**

##### *4.7.1 Statement of employment*

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

##### *4.7.2 Termination by employer*

- (a) To terminate the employment of an employee the employer must give the following notice:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.7.2(a) employees 45 years of age or older who have completed at least 2 years' continuous service with the employer are to be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not given. The employment may be terminated by part of notice specified and part-payment in lieu thereof.

- 4.7.3 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:
- (a) the ordinary working hours to be worked by the employee; and
  - (b) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (c) any other amounts payable under the employee's employment contract.
- 4.7.4 The period of notice in this clause does not apply in the case of dismissal for misconduct that justifies instant dismissal, or in the case of casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.7.5 *Notice of termination by an employee*

- (a) An employee must give 2 weeks' notice of termination.
- (b) If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### 4.7.6 *Time off during notice period*

- (a) During the period of notice of termination given by the employer, an employee is to be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off is to be taken at times that are convenient to the employee after consultation with the employer.
- (b) In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof described by clauses 12.6, 13.13, 14.3, 14.9, 15.8 and 16.6 must not be considered as or nominated as notice for the purpose of termination of employment.
- (c) Where an employee ceases duty and has accrued credits that have not been used under the ADO system, such credits must be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination may be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee.

### 4.8 **Introduction of changes**

#### 4.8.1 *Employer's duty to notify*

- (a) Where Queensland Health decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer is to notify the employees who may be affected by the proposed changes and, where relevant, their union.
- (b) "Significant effects" include 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 this Award makes provision for alteration of any of the matters referred to herein an alteration is to be deemed not to have significant effect.

#### 4.8.2 *Employer's duty to consult over change*

- (a) The employer is to consult the employees affected and, where relevant, their union 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 way to avoid or minimise the effects of the changes (for example, by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.8.1.
- (c) For the purpose of the consultation, the employer is to provide in writing to the employees concerned, and where relevant, their union, 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 will not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### 4.9 **Redundancy**

Employees of Queensland Health will receive the superior entitlements as contained in Queensland Health Human Resources Policy B36 Surplus Employees and Priority Placement Employees. Redundancy occurs where the 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.

#### 4.9.1 *Consultation before termination*

- (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 is to consult with the employees directly affected and, where relevant, their union.

- (b) The consultation is to take place as soon as it is practicable after the employer has made a definite decision that will invoke the provisions of clause 4.9.1(a), and is to outline 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 is to, as soon as practicable, provide in writing to the employees concerned and, where relevant their union, all relevant information about the proposed terminations including 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 the employer is to not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.9.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.9.1 the employee is 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 4.7.
- (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;
  - (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.

#### 4.9.3 *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 must be deemed not to have been broken by reason of such transmission; and
  - (ii) The period of employment that the employee has had with the transmitter or any prior transmittor is to be deemed to be service of the employee with the transmittee.
- (b) In clause 4.9.3 (a), "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.

#### 4.9.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.9, the employee must 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, at the request of the employer, will be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.9.5 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.7.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.9 is 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. 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.

#### 4.9.6 *Superannuation benefits*

- (a) The employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:
- (i) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
  - (ii) 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.

#### 4.9.7 *Employee leaving during notice*

- (a) An employee whose employment is terminated for reasons set out in clause 4.9, may terminate such employment during the period of notice, and, if so, is 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 is not entitled to payment in lieu of notice.

#### 4.9.8 *Alternative employment*

The 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.

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

Clause 4.9 does 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.

#### 4.9.10 *Employees exempted*

Clause 4.9 does 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.

#### 4.9.11 *Redundancy dispute procedure*

- (a) Clauses 4.9.11(b) and (c) impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.

- (b) Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.
- (c) Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by an affected employee) in good time, with relevant information including:
  - (i) the reasons for any proposed redundancy;
  - (ii) the number and categories of workers likely to be affected; and
  - (iii) the period over which any proposed redundancies are intended to be carried out.

#### 4.9.12 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.9, 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 **Workload management**

- 4.10.1 The Business Planning Framework: a tool for nursing workload management (BPF), and any agreed variations, is the tool for managing nursing and midwifery resources and workload management. The parties also recognise that professional judgement is a valid criterion for deeming a definitive staffing level of nurses and midwives as being safe.
- 4.10.2 The business planning approach to nursing/midwifery resource management focuses on achieving a balance between service demand and the supply of nursing resources necessary to meet the identified demand.
- 4.10.3 The service profile will detail hours per patient day (or occasions of service where relevant) in each clinical unit and will be varied in accordance with changing acuity and activity. Notional, ward/unit based nurse:patient ratios will be defined. Patient safety and sustainable workloads will be the guiding principles in defining the nursing/midwifery hours required.
- 4.10.4 The BPF will be used daily to identify minimum, consistent and enforceable nursing/midwifery hours per patient day (or per occasion of service) for clinical units on a shift by shift basis.
- 4.10.5 A maximum number of available beds per clinical unit will be calculated by reference to the rostered productive hours and the Nursing Hours per Patient Day (NHPPD) for the clinical unit on any particular day.
- 4.10.6 Bed availability will be defined at the clinical unit level in accordance with the productive nursing hours available.
- 4.10.7 Any bed closure will occur within the context of the integrated bed management arrangements of the facility.
- 4.10.8 Training in the application of the BPF will be provided to develop specialists in the application of the tool across all facilities under the guidance of a dedicated project officer.
- 4.10.9 *Nursing Workload Committee*

Each District will establish a joint employer/union workloads committee (a Steering Committee or Nursing Consultative Forum can be agreed alternatives) to deal with issues of nursing/midwifery workload management. The committee or consultative forum will provide specialist advice, training and workload management review, in relation to the local application of the tool and with grievances or disputes relating to its application.

#### 4.10.10 *Nursing workloads grievance procedure*

Any concern, grievance or dispute relating to nursing workload will be resolved by following the steps set out below. Any nurse/midwife, management or union representative may raise a grievance or dispute under this procedure.

##### (a) Step 1

If a concern or grievance is raised regarding a staffing issue it is to first be raised at ward/unit level with the Grade 7 nurse responsible for the purpose of ensuring that the BPF, a tool for nursing workload management, has been correctly applied. The discussion should take place within 24 hours.

## (b) Step 2

If the grievance cannot be resolved at Step 1, the matter must be taken to the officer designated as the Nurse Executive (that is, Nursing Director - Nurse Grade 9 and above, depending on the nursing executive structure of the facility).

## (c) Step 3

If the matter is still unable to be resolved at Step 2, it should be referred to the Workload Management Committee/Steering Committee/Nursing Consultative Forum for advice and recommendation. The matter should be referred to the next immediate meeting of the Committee/Forum. It would be expected that the Director of Nursing and the responsible union official would then confer on the recommendations, and that suitable action would be taken to resolve the grievance.

## (d) Step 4

If the grievance cannot be resolved at Step 3, it will be referred to a specialist panel for the determination of an outcome. The specialist panel should be constituted and meet in a manner to most effectively and efficiently resolve the workload grievance. The specialist panel will be convened for the purpose and will include:

- (i) a nurse management nominee; and
- (ii) a union nominee.

Both the nurse management nominee and the union nominee must be a nurse trained in the application of the BPF.

## (e) Step 5

If the grievance cannot be resolved at Step 4, either party may refer the matter to the Commission for its assistance which will include conciliation and, if necessary, arbitration.

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

### **5.1 Classifications of employees**

- 5.1.1 Nursing and Midwifery Generic Level Statements - Generic Level Statements for all Nurse Grades are prescribed in Schedule 1 of this Award.
- 5.1.2 These statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest Nurse Grades.

### **5.2 Progression within classification levels**

Progression within classification levels is based on meeting the following requirements:

#### *5.2.1 Full-time employees*

- (a) For all classifications for which there is more than one wage point, progression is by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.
- (b) Upon promotion from one classification to another, or if the employee has advanced to the next wage point by some other method, progression to the next wage point within the new classification must only occur after a further 12 month period from the date of the new appointment.

#### *5.2.2 Part-time employees*

- (a) For all classifications for which there is more than one wage point, progression is by incremental advancement on the completion of 1200 hours or 12 months' service, whichever is the later. Both criteria must be satisfied having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.
- (b) Upon promotion from one classification to another, or if the employee has advanced to the next wage point by some other method, progression to the next wage point within the new classification must only occur after a further 1200 hours or 12 months of continuous service whichever is the later. Both criteria must be satisfied from the date of the new appointment.

### 5.2.3 Casual employees

- (a) For all classifications for which there is more than one wage point, progression is by incremental advancement on the completion of 1200 hours or 12 months' continuous service with the same employer, whichever is the later. Both criteria must be satisfied having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.
- (b) Upon promotion from one classification to another, or if the employee has advanced to the next wage point by some other method, progression to the next wage point within the new classification must only occur after a further 1200 hours or 12 months of continuous service whichever is the later. Both criteria must be satisfied from the date of the new appointment.
- (c) For the purpose of this clause, continuous service for a casual employee is considered to be broken if more than 3 months has elapsed between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break in the continuity of service.

## 5.3 Wage rates

The salaries payable to nurses and midwives are prescribed in Schedule 2 of this Award.

## 5.4 Queensland minimum wage

The rates of wages or salaries prescribed by this Award in respect to adult employees or employees who are seniors are deemed to include and to be expressed by reference to the Queensland Minimum Wage, declared for the time being and from time to time pursuant to the provisions of the *Industrial Relations Act 1999*. Unless otherwise ordered, wages and salaries are to be adjusted to comply with any variations to such Queensland Minimum Wage.

## 5.5 Nurses uniforms

- 5.5.1 Queensland Health will supply free of charge, uniforms of a type or design considered most suitable and that meet workplace health and safety standards as follows or, in lieu thereof, an employee will receive an allowance equal to Indexed Cost of Supply (ICS).
- 5.5.2 The ICS is calculated at the cost, from time to time, for an employee to purchase 5 uniform culottes and 5 uniform shirts from a supplier approved by the employer, for example: pursuant to a Standing Offer Arrangement.
- 5.5.3 The employer will ensure that the supply of nurses' uniforms will provide flexibility in the range of items supplied. Employees will be provided with a choice of different shirt styles and lower garments including, but not limited to shirts, polos, shorts, culottes, trousers, pants, skirts and dresses.
- 5.5.4 Where the employer provides a uniform, a nurse will be supplied with uniforms from a supplier approved by the employer to the value of the ICS. Without limiting this flexibility, the style of the uniforms will be determined by the employer, in consultation with the union.
- 5.5.5 Replacement of all items of uniform supplied is to be on a fair wear and tear basis.
- 5.5.6 Where the uniform allowance is paid in lieu of the supply of uniforms outlined in clause 5.5.4, such allowance is to be paid each pay day on a *pro rata* basis and will also be payable during periods of absence on sick, annual or other paid leave.

## 5.6 Accelerated advancement - registered nurses

- 5.6.1 Subject to clause 5.6.3, a Registered Nurse is entitled to progress one increment upon first appointment following registration with the Australian Health Practitioner Regulation Agency, or at any one time during that registered nurses' employment history as a Registered Nurse, on the attainment of postgraduate qualifications of at least 12 months' duration, or a bachelor degree.
- 5.6.2 An employee is eligible for accelerated advancement of one increment from the date they obtain their qualification.
- 5.6.3 A Registered Nurse who has been advanced once in accordance with clause 5.6.1 is not entitled to further advancement under this section.

## 5.7 Allowances

### 5.7.1 *Targeted training allowance for Assistants in Nursing*

The targeted training allowance for an Assistant in Nursing is to be paid when the Assistant in Nursing has been at pay point 6 for more than 12 months.

Those Assistants in Nursing who have Certificate III qualifications are to receive an all purpose allowance of \$26.15 per fortnight provided they have been at pay point 6 for 12 months or more.

### 5.7.2 *Laundry allowance*

The employer will launder the employee's uniforms, or an allowance of \$1.85 per week will be paid.

### 5.7.3 *Hyperbaric allowance*

(a) Employees working in hyperbaric chambers are not able to "dive" more than 3 days in a row for short and shallow dives. There must also be an 18 hour surface interval between dives which means only one dive is permitted per day. For longer dives a 48 hour surface interval is required.

(b) An employee working in a hyperbaric chamber is entitled to an allowance of \$19.35 per week.

### 5.7.4 *Continuing education credentials - accelerated advancement and qualifications allowance*

Registered nurses, Nurse Grade 5 to 7 inclusive and Directors of Nursing, Nurse Grade 10, Band 1, who hold a continuing education credential or advanced credential in accordance with this clause, and are engaged in a position the duties of which the credential is accepted by the employer to be directly relevant to the skills and competencies being used, are to be entitled to accelerated advancement and allowance entitlement in accordance with clause 5.7.4.

For the purposes of clause 5.7.4:

- (a) A "continuing education credential" is the qualification of a Graduate Certificate, Graduate Diploma, or a qualification of equivalent value recognised by the employer; or, a second degree relevant to the employee's current position.
- (b) A "continuing education advanced credential" is the qualification of a Masters or PhD degree relevant to the employee's current position.
- (c) A continuing education credential must be university-based or another credential of equivalent value specifically approved by the employer.
- (d) Upon acceptance by the employer of an employee's continuing education credential or advanced credential, the employee is entitled to accelerated advancement by one pay point within the employee's classification.
- (e) An employee holding a continuing education credential and entitled under clause 5.7.4(d) to accelerated advancement to the top pay point of the employee's classification, after 12 months' service at that pay point, is to be entitled to an allowance of 3.5% of the rate from time to time set for the seventh pay point of the Registered Nurse classification.
- (f) An employee holding a continuing education advanced credential and entitled under clause 5.7.4(d) to accelerated advancement to the top pay point of the employee's classification, after 12 months' service at that pay point, is to be entitled to an allowance of 5.5% of the rate from time to time set for the seventh pay point of Registered Nurse classification.
- (g) An employee, who would be entitled to accelerated advancement under clause 5.7.4(d), but who is at the top paypoint of the relevant classification at the date that the employer accepts the credential; or an employee, who has received accelerated advancement under clause 5.7.4(d) within an eligible classification, but not progressed to the top pay point within that classification, upon promotion to a higher classified eligible classification; is to be entitled to continuing education credential allowance or continuing education advanced credential allowance as provided for in clauses 5.7.4(e) or (f).
- (h) Subject to clauses 5.7.4(i), (j) and (l), an employee who is in receipt of a continuing education credential allowance or a continuing education advanced credential allowance is to retain such allowance upon appointment by promotion to a position classified as Clinical Nurse to Clinical Nurse Consultant, Nurse Unit Manager, Nurse Educator, Nurse Manager or Nurse Researcher.

- (i) An employee who has advanced within a particular level in accordance with clause 5.7.4(d) is to not be entitled to further accelerated advancement within that level or at a higher level by reason of a continuing education credential or advanced credential except that an employee, who, after being entitled in respect of a continuing education credential, attains possession of a continuing education advanced credential also accepted by the employer under clause 5.7.4(d), may be advanced without forfeiting a continuing education credential allowance retained from a less senior position. After 12 months' service at the top pay point of the classification within which that advancement occurs, continuing education advanced credential allowance is to be payable.
- (j) No employee is to be entitled to hold at any one time more than one allowance under this clause.
- (k) Subject to clauses 5.7.4(i) and (p), entitlements under this clause accrue from the date on which the holding of the continuing education credential or advanced credential is accepted by the employer to be directly relevant to the skills and competencies being used for the duties of the employee's position.
- (l) An allowance payable under clause 5.7.4 is to be discontinued with effect from the date that the employer notifies the employee entitled to the allowance that the employer has ceased to accept that the holding of the credential or advanced credential is directly relevant to the skills and competencies being used for the duties of the employee's position.
- (m) Clinical Nurses, Clinical Nurse Consultants, Nurse Unit Managers, Nurse Managers, Nurse Educators and Nurse Researchers who, at the date of commencement of operation of clause 5.7.4, hold a relevant continuing education credential or continuing education advanced credential that is accepted by the employer under clause 5.7.4(k) are to be deemed to have been in receipt of either the continuing education credential allowance or the continuing education advanced credential allowance as at 1 July 2003 for the purposes of clause 5.7.4(h).
- (n) An allowance payable under clause 5.7.4 is to be deemed to be part of the employee's wage for all purposes.
- (o) An employee aggrieved by any decision made under clause 5.7.4, may raise a grievance. Such grievance is to be instituted by notice in writing to the employer within 21 days of receipt of advice of the decision. A continuing education credential grievance is to be deemed to be a dispute over the application of the Award and is to be processed through the Grievance Procedure with eventual recourse to the Commission for a determination resolving the approval of the credential for the purposes of this clause if necessary.
- (p) Subject to clause 5.7.4(q), a Registered Nurse is entitled to progress one increment on that person's first appointment following registration with the Australian Health Practitioner Regulation Agency, or at any one time during that person's employment history as a Registered Nurse, on attainment of the following:
  - (i) a bachelor degree in nursing; or
  - (ii) registration in another branch of nursing or on another nursing register maintained by the Australian Health Practitioner Regulation Agency where the employee is working in a particular practice setting that requires the additional registration; or
  - (iii) successful completion of a post-registration course of at least 12 months' duration, by an employee required to perform the duties of a position to which the course is directly relevant.
- (q) A Registered Nurse who has been advanced once in accordance with clause 5.7.4(p) is not entitled to further advancement under this clause.

#### 5.7.5 *Relieving in-charge and special duty allowance*

- (a) If on one entire shift or more, a Clinical Nurse, Nurse Grade 6 or above should normally be rostered, but is not rostered to work or is unavailable, a Registered Nurse is designated by the employer to act as the nurse to relieve as the in-charge nurse in place of the unavailable nurse.
- (b) The relieving in-charge employee designated by the employer will be paid an allowance of \$10.18 for each shift of ordinary hours worked, unless the relevant relieving employee is already being paid a higher rate of pay for the performance of higher or special duties. The allowance is paid as an hourly rate based on a 7.6 hour day.
- (c) If a Clinical Nurse, Nurse Grade 6 or above is "in-charge" of more than one unit/area and is rostered on duty, the allowance will not be paid to a Registered Nurse. However, the appropriate professional standards will apply to ensure that the employee could exercise their "in-charge" responsibilities appropriately across the clinical units for which they are responsible.

- (d) The allowance is also included for the purpose of calculating weekend penalties, overtime and public holidays only. The allowance is not to be included for shift penalties, superannuation or leave entitlements.

#### 5.7.6 *Mental health environment allowance*

All employees working in "High Security" and/or "Medium Secure" Mental Health Units will be paid an allowance of \$19.35 per week.

### 5.8 **Payment of wages**

- 5.8.1 The salaries prescribed by this Award are expressed in both annual and fortnightly rates. The fortnightly rates are the prescribed rates and annual amounts are shown for information purposes only.
- 5.8.2 Payment of wages will be by electronic funds transfer on a weekly or fortnightly basis.
- 5.8.3 Any payment other than by electronic funds transfer will be at the discretion of the employer.

### 5.9 **Superannuation**

- 5.9.1 The employer will contribute superannuation to QSuper in compliance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the QSuper Deed.
- 5.9.2 The employer contribution to employee superannuation is to equal at least 9% of Ordinary Time earnings as defined by the *Superannuation Laws Amendment (2004 Measures No. 2) Act 2004*.
- 5.9.3 The employer will demonstrate to employees that the employer superannuation obligations have been met.

### 5.10 **Salary packaging**

The following definitions will apply for the purposes of clause 5.10:

- 5.10.1 "Fringe Benefits Tax" (FBT): Means tax imposed by the *Fringe Benefits Tax Act 1986*. The FBT Year refers to the employer's FBT return period of 1 April to 31 March each year.
- 5.10.2 "FBT Exemption Cap": The FBT exemption cap is a tax concession under the *Fringe Benefits Tax Assessment Act 1986* for limited categories of employers. The FBT exemption cap is not an employee entitlement. The manner of the application of the FBT exemption cap is determined by the employer in accordance with the FBT legislation. Under the FBT legislation, to be eligible for the FBT exemption cap at the time fringe benefits are provided, the duties of the employment of an employee must be exclusively performed in, or in connection with, a public hospital.
- 5.10.3 "Salary Sacrifice": Salary sacrifice is a system whereby a portion of an employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby usually reducing the amount of tax paid by the employee on the income. This is called salary sacrificing because it is sacrificing salary for a benefit and is at the discretion of the employee for the approved range of items. For example, if an employee who earns \$60,000 gross salary, sacrifices \$10,000, income tax would be payable only on \$50,000.
- 5.10.4 Salary sacrificing arrangements will be made available to eligible employees covered by this Award in accordance with Public Sector Industrial and Employee Relations (PSIER) Circular C1-10 and any other relevant PSIER Circulars issued from time to time. Categories of employees it will be made available to include:
- (a) permanent full-time and part-time employees;
  - (b) temporary full-time and part-time employees; and
  - (c) long-term casual employees as determined by the Act.
- 5.10.5 Should an employee elect to sacrifice a portion of their salary to agreed benefits, the employee must submit a signed unamended Participation Agreement with the employer prior to commencing such arrangements.
- 5.10.6 Employees may elect to sacrifice the lesser of the following amounts:
- (a) 50% of the salary payable under Schedule 2 of this Award; or

(b) where employees are eligible for the FBT exemption cap, up to the grossed up taxable value of benefits that ensures the FBT exemption threshold amount prescribed by legislation is not exceeded, or to 50% of salary, whichever is the lesser.

- 5.10.7 Despite clause 5.10.6(a), employees may sacrifice up to 100% of their salary for superannuation.
- 5.10.8 Where an employee who is ineligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for such FBT.
- 5.10.9 Under the FBT legislation, the FBT exemption cap applies to all taxable fringe benefits provided by the employer, whether through the salary sacrifice arrangements or otherwise. Where an employee who is eligible for the FBT exemption cap sacrifices benefits attracting FBT, the employee will be liable for any FBT caused by the FBT exemption threshold amount being exceeded as a result of participation in the salary sacrifice arrangements. To remove any doubt, any benefits provided by the employer separate from the salary sacrifice arrangements take first priority in applying the FBT exemption cap.
- 5.10.10 If any federal taxation laws passed by the Commonwealth Parliament or rulings by the Australian Taxation Office (ATO) in relation to salary sacrifice/package have the effect that the benefits of sacrifice/package for employees are reduced or eliminated at any time during the term of this Award, the employees' rights under this Award in respect of salary packaging will be varied accordingly and the rest of the Award will continue in force.
- 5.10.11 The employer will be under no obligation to negotiate or agree to any changes to this Award as a trade-off for salary sacrifice/package benefits that have been reduced or eliminated as a result of new or amended federal taxation laws or rulings by the Australian Taxation Office. The employee's right to sacrifice part of their salary is expressly made subject to any federal taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements that may be introduced or amended from time to time during the term of this Award.
- 5.10.12 The individual salary packaging arrangements of any employee will remain confidential at all times. Proper audit procedures will be put in place which may include private and/or Auditor-General reviews. Authorised union officials will be entitled to inspect any record of the employer and external salary packaging bureau service to ensure compliance with the salary sacrificing arrangements, subject to the relevant industrial legislation.
- 5.10.13 Where the employee has elected to sacrifice a portion of the payable salary under Schedule 2 of this Award:
- (a) Subject to ATO requirements, the sacrificed portion will reduce the salary subject to appropriate tax withholding deductions by the amount sacrificed (see definition of salary sacrifice).
  - (b) Any allowance, penalty rate, weekly workers' compensation benefit, or other payment, to which an employee is entitled under their respective award, act or statute which is expressed to be determined by reference to the employee's salary, will be calculated by reference to the gross salary that the employee would receive if not taking part in salary sacrificing arrangements.
  - (c) Salary sacrificing arrangements will be maintained during all periods of leave on full pay, including the maintenance of cash and non-cash benefits.
  - (d) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary that the employee would receive if not taking part in salary sacrificing arrangements.
- 5.10.14 The following principles will apply to employees who avail themselves of salary sacrificing:
- (a) There will be no cost incurred by the employer, either directly or indirectly. As part of the salary package arrangements, the costs for administering the package via a salary packaging bureau service, and including any applicable FBT, will be met without delay by the participating employee.
  - (b) There will be no additional increase in superannuation costs or to FBT payments made by the employer that would not otherwise be payable had the employee not engaged in salary sacrificing.
  - (c) The employee may cancel any salary sacrificing arrangements by giving one month's notice of cancellation to the employer, and similarly the employer will give the employee one month's notice of termination.
  - (d) The employer strongly recommends that employees obtain independent financial advice prior to taking up a salary package.

- (e) There will be no significant additional administrative workload or other ongoing costs to the employer.
- (f) Additional administrative and FBT costs are to be met by the employee.
- (g) Any increases or variations to taxation, excluding payroll tax, that result in additional costs will not be met by the employer and will be passed on to the employee as part of the salary package, if they wish to maintain the salary sacrifice arrangement.

### 5.11 Recognition of previous nursing experience

- 5.11.1 For the purpose of determining the rate of wages payable, an employee is to be given credit for all previous nursing experience at the relevant nursing level or higher.

Provided that previous nursing experience is to include time spent in obtaining additional nursing certificates/qualifications other than the general nursing certificate/qualification.

- 5.11.2 In calculating nursing experience for the purposes of clause 5.11, any period of employment (other than time spent in obtaining additional nursing certificates/qualifications) prior to an absence from nursing duties covered by a relevant nursing award or relevant nursing agreement registered with an industrial tribunal or for which a licence to practice was required is to be recognised in accordance with the matrix in clause 5.11.9.
- 5.11.3 In respect to casual and/or part-time experience, 1200 ordinary hours experience or 12 months in time, whichever is the later, in such casual and/or part-time capacity, will be deemed to be equivalent of one full year full-time experience for the purposes of clause 5.11.
- 5.11.4 On termination of employment in any health facility, each employee is to be given a certificate, signed by the Director of Nursing or otherwise authorised person, setting out the duration of employment and the capacity in which employed.
- 5.11.5 The onus of proof rests with the employee to present proof of past experience within a period of 4 weeks of commencement of duty. In cases where satisfactory proof has not been produced within 4 weeks, payment of salary for years of experience will only be paid from the date satisfactory proof has been produced.
- 5.11.6 In cases where documentary evidence is unable to be obtained, consideration may be given in special circumstances to the production of other evidence that is considered satisfactory to the employer. The employee may seek cooperation of the union to assist in obtaining or establishing such proof of previous experience still outstanding.
- 5.11.7 Without limiting any previous entitlement to have nursing experience recognised, the recognition of previous nursing experience in accordance with the matrix in clause 5.11.9 is to apply from the date of the making of this Award.
- 5.11.8 The temporary service of an employee who is permanently appointed will be counted towards the employee's length of service for all purposes, providing such service is continuous and immediately preceded the employee's appointment.
- 5.11.9 *Recognition of previous nursing experience matrix*

Years of nursing experience	Years of absence from nursing						
	<5 yrs	>5 yrs but <7 yrs	>7 yrs but <9 yrs	>9 yrs but <11 yrs	>11 yrs but <13 yrs	>13 yrs but <15 yrs	>15 yrs
Less than 1 yr	1	1	1	1	1	1	1
>1 yr but <2 yrs	2	1	1	1	1	1	1
>2 yrs but <3 yrs	3	2	1	1	1	1	1
>3 yrs but <4 yrs	4	2	1	1	1	1	1
>4 yrs but <5 yrs	5	3	2	1	1	1	1
>5 yrs but <6 yrs	6	3	2	1	1	1	1
>6 yrs but <7 yrs	7	4	3	2	1	1	1
>7 yrs but <8 yrs	7	5	4	3	1	1	1
>8 yrs but <15 yrs	7	6	5	4	3	1	1
>15 yrs but <25 yrs	7	7	6	5	4	3	2
>25 yrs	7	7	7	6	5	4	3

- (a) The above matrix applies to a classification with 7 pay points.

- (b) In applying this matrix to a classification with fewer than 7 pay points, the recognition of previous experience will apply consistent with the matrix up to the maximum pay point of the applicable classification. For example, if the matrix recognises previous experience for the purposes of this clause as 6 years, and the applicable classification has 4 pay points, the employee would be appointed to pay point 4.

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

### **6.1 Hours of work**

- 6.1.1 The ordinary hours of work will be an average of 38 hours per week, but no greater than 80 in any one fortnight, to be worked according to a roster as follows:
- (a) In any 4 week work cycle there will be 19 days (or shifts) of 8 hours' duration worked, and one day taken as an ADO, with pay; or
  - (b) In shifts as required, not exceeding 10 hours and not less than 4 hours in duration, with the hours worked in excess of an average of 38 per week over a 4 week work cycle being credited towards an ADO; or
  - (c) By any other arrangement as agreed between the employer and the union.
- 6.1.2 ADOs may be accumulated, and taken off at a mutually acceptable time, up to a maximum of 5 days, except in exceptional circumstances when the maximum will increase to 12 days.
- 6.1.3 The ADO will be so arranged that it does not coincide with a public holiday. Another day determined by mutual agreement between the employer and the employee will be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.
- 6.1.4 Where circumstances exist in a hospital, facility, ward, or some discrete section of a hospital or facility that warrant a different method of working the 38 hour week other than that provided, the union and the employer may agree to vary the methods of working the 38 hour week for that particular hospital, facility, ward or discrete section of a hospital or facility.

### **6.2 Directors of nursing and assistant directors of nursing - hours**

- 6.2.1 The "usual" hours of work for Directors of Nursing and Assistant Directors of Nursing are an average of 38 hours per week, 76 hours per fortnight or 152 hours in a 4 week period. However, to perform the job effectively, the employee may be required to work additional hours as appropriate.
- 6.2.2 Directors of Nursing and Assistant Directors of Nursing may work flexibly. This flexibility includes the option of available time off during the week (for example an afternoon off) or as a more formal accumulated day off arrangement.
- 6.2.3 For Directors of Nursing, Nurse Grade 10, Band 1 the rate of pay incorporates a percentage loading of 15%. Nurse Grade 10, Band 1 rate of pay is all inclusive and no separate payments will be made for on call, shift work, weekends, public holidays and overtime.
- 6.2.4 Directors of Nursing, Nurse Grade, 10 Band 1 are entitled to an additional one week's annual leave per year, the additional week being in recognition of the extended spread of hours performed.

### **6.3 Length of shifts**

Subject to clause 6.1, the ordinary working hours of all employees will be worked in shifts the length of which must be agreed between management and the union.

### **6.4 Twelve hour shift arrangements**

- 6.4.1 Where Queensland Health identifies a need to extend the shifts of ordinary hours of employees to support new models of care and/or the changing health needs, Queensland Health is to consult with the union and the employees concerned. Introduction of 12 hour shifts will be implemented after agreement with the union and a majority of the employees affected.
- 6.4.2 Prior to the commencement of a 12 hour shift arrangement, the parties are to establish a method for evaluation of the effectiveness of the proposed shift arrangement. Such evaluation is to include, but is not to be limited to, consideration of the following factors:

- (a) Patient outcomes;
- (b) Health and safety;
- (c) Adverse incidents;
- (d) Staff satisfaction;
- (e) Financial implications;
- (f) Sick leave;
- (g) Childcare implications;
- (h) Effects on family and social life;
- (i) Effects on work performance;
- (j) Effects/impacts upon other Paediatric Intensive Care Units;
- (k) Professional development;
- (l) Communication;
- (m) Effects on management - recruitment and retention; and
- (n) Impact on other work units.

6.4.3 Employees working 12 hour shift arrangements will have the following conditions apply:

- (a) Participation in the 12 hour shift arrangements will be on a voluntary basis provided that an employee who does not volunteer will be redeployed at the same classification level only if no reasonably practicable alternative to working the 12 hour shift is available and acceptable to the employee.
- (b) The maximum continuous ordinary hours to be worked in such circumstances will be 12 in any one day.
- (c) Employees who work a shift of 12 ordinary hours are entitled to one paid meal break and one unpaid meal break, each of 30 minutes' duration. The first meal break is to occur between the fourth and sixth hours and the second meal break is to occur during the ninth and tenth hours from the commencement of duty.
- (d) Employees will be entitled to two 10 minute rest pauses in the first and second half of an ordinary 12 hour shift to be taken at a time to suit the convenience of Queensland Health.
- (e) An employee will not perform overtime immediately before or following a 12 hour shift of ordinary hours.
- (f) Each employee will be allowed either 3 whole consecutive days off in each week, or be allowed in each fortnightly period 2 consecutive days off in one week and 4 consecutive days off in the other week.
- (g) An employee may only work a maximum of 3 of either day or night 12 hour shifts in a row.
- (h) Except where work is performed in two 12 hour shifts per day over a period of 7 days per week and employees engaged in such work perform their duties in varying shifts allocated in rotation by the officer of the facility duly authorised in that regard, every employee so engaged in such shift work who has completed a full year of employment will be allowed additional annual leave at the rate of 38 hours per year in respect of the period during which such shifts have been worked, provided that the maximum entitlement to annual leave will be 6 weeks per annum.
- (i) An employee may work a maximum span of four 12 hour shifts where those shifts are a combination of 2 day and 2 night shifts or one day and 3 night shifts.
- (j) Where an employee works a combination of 8 and 12 hour shifts a maximum of 5 shifts in a row may be worked. This will include a minimum of two 8 hour shifts.
- (k) An employee will be allowed a break of 10 hours between the termination of a 12 hour shift and the commencement of another shift.

- (l) A part-time employee may be rostered up to 12 ordinary hours on any one day.

## **6.5 Rosters**

- 6.5.1 No employee will be rostered to perform ordinary duty for more than 10 consecutive days or shifts unless mutually agreed otherwise.
- 6.5.2 Each employee will be allowed 2 whole consecutive rostered days off in each week. For the purpose of clause 6.5, rostered days off means those days in each work cycle where an employee is not rostered for ordinary working hours and this excludes accrued days off.
- 6.5.3 In lieu of 2 whole consecutive rostered days off in each week an employee may be allowed in each fortnightly period either one day off in one week and 3 consecutive days off in the other week or 4 consecutive days off.
- 6.5.4 Two consecutive days off one at the end of one week and one at the beginning of the following week may be counted as meeting the requirements of clause 6.5.
- 6.5.5 Rosters setting out the employee's days of duty and starting and finishing times on such days must be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each 4 weekly work cycle.
- 6.5.6 A roster for accrued days off must be posted at least 4 weeks before the commencement of a 4 weekly work cycle. Despite the provisions of clause 6.5 accrued days off may be cleared as mutually agreed between the employer and the employee.

## **6.6 Overtime**

Directors of Nursing, Assistant Directors of Nursing and Midwives participating in a caseload model receiving an annualised salary, are exempt from the following overtime provisions:

### **6.6.1 *Assistant in Nursing***

- (a) For all authorised overtime worked in excess of rostered ordinary hours Monday to Saturday inclusive, by an Assistant in Nursing not rostered to work shift work, payment must be paid at the rate of time and a-half for the first 3 hours and double-time thereafter.
- (b) All authorised overtime worked in excess of rostered ordinary hours by an Assistant in Nursing, rostered to work shift work, will be paid at the rate of double-time.
- (c) A minimum payment of 2 hours applies to work on Saturday and Sunday.
- (d) The minimum payment prescribed in clause 6.6.1(c) does not apply where an Assistant in Nursing works overtime in conjunction with or an extension of the normal ordinary rostered shift.
- (e) An Assistant in Nursing recalled to perform duty after completing an ordinary shift or on any day off must be paid at overtime rates for such duty with a minimum payment of 2 hours at overtime rates.
- (f) Assistants in Nursing who are not shift workers required to work on the first rostered day off will be paid at one and a-half times the ordinary rate for the first 3 hours and double-time thereafter, with a minimum of 3 hours.
- (g) An Assistant in Nursing required to work on the second rostered day off will be paid at the rate of double-time, with a minimum payment of 3 hours for any overtime worked on their days off.
- (h) For all authorised overtime worked on a public holiday, payment must be made at the rate of double-time and a-half.

### **6.6.2 *All other nurses - Nurse Grade 2 to Nurse Grade 8 inclusive***

- (a) For all authorised overtime worked in excess of rostered ordinary hours of work Monday to Saturday inclusive, payment must be paid at the rate of time and a-half for the first 3 hours and double-time thereafter.
- (b) For all authorised overtime worked on a Sunday, payment must be made at the rate of double-time.

- (c) For all authorised overtime worked on a public holiday, payment must be made at the rate of double-time and a-half.

#### 6.6.3 *Time off in lieu*

An employee who performs overtime work will, subject to the employer and the employee agreeing, be granted time off at a mutually convenient time equivalent to the number of hours worked in lieu of monetary compensation for such overtime. Accrual of such time off will be to a maximum of 24 hours. Any time in excess of 24 hours must be paid at the overtime rates.

#### 6.6.4 *Meal Allowance*

An employee, other than an employee who lives in, who is called upon to work overtime for more than one hour after their rostered ceasing time, and where the usual meal time occurs during such period of overtime, must be paid an allowance of \$12.10. This allowance is not to be paid where a meal is provided by the employer free of charge.

### 6.7 **Rest breaks between shifts**

- 6.7.1 For the purpose of clause 6.7, double rates means single time extra above the ordinary rate of pay set down for the day upon which the employee is rostered for duty.
- 6.7.2 An employee is to be allowed a rest break of not less than 10 hours between the termination of one shift and the commencement of another provided that, upon agreement in writing between the employee and the employer, this break may be reduced to 8 hours. Where the required break of 10 hours (or 8 hours by agreement in writing) has not occurred, the employee will be paid double rates until released from duty for such a duration.
- 6.7.3 Furthermore, an employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work in the next day, that at least 10 consecutive hours off duty has not elapsed between those times, is to be released on completion of such overtime until they have had such an absence.
- 6.7.4 If, on the instruction of the employer, an employee referred to in clause 6.7.3 above resumes or continues work without having had 10 consecutive hours off duty, the employee is to be paid double rates until released from duty for such a duration. The employee is to then be entitled to be absent until 10 consecutive hours off duty have elapsed, without loss of pay for ordinary working time occurring during such absence.
- 6.7.5 In cases of agreement between the employer and the union, the period of 10 consecutive hours off duty referred to in clause 6.7.2 may be reduced to 8 hours.
- 6.7.6 The provisions of clause 6.7 will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
  - (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
  - (c) where a shift is worked by arrangement between the employees themselves.
- 6.7.7 An employee in a nursing classification entitled to on call or recall allowances under the Award will not be entitled to the additional loading in clause 6.7.4 in relation to a rest break of 10 hours for work not in excess of 2 hours on one or more call-outs but is to not be required to work any minimum period of call-outs to be entitled to the rest break provided for in clause 6.7.3.

### 6.8 **Rest pauses**

- 6.8.1 Every employee covered by this Award is entitled to a rest pause of 10 minutes' duration in the employer's time in the first and second half of the working day. Such rest pauses are to be taken at such times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.
- 6.8.2 The employer may determine that the rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

## **6.9 Shift work and weekend work**

### **6.9.1 Afternoon**

- (a) For the purpose of clause 6.9.1, an afternoon shift is a shift other than a night shift as defined commencing at or after 12.00 midday.
- (b) An employee (excluding Assistants in Nursing referred to in clause 6.9.1(c), Midwives participating in a caseload model of care and Directors of Nursing in receipt of an all inclusive salary) working an afternoon shift receive an allowance of 12.5% for each shift of ordinary hours, except for work performed on a Saturday, Sunday or Public Holiday.
- (c) Assistants in Nursing working an afternoon shift receive an allowance of 15% for each shift of ordinary hours, except for work performed on a Saturday, Sunday or Public Holiday.

### **6.9.2 Night**

- (a) For the purposes of clause 6.9.2, a night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.
- (b) An employee (excluding Assistants in Nursing referred to in clause 6.9.2(c), Midwives participating in a caseload model of care and Directors of Nursing receiving an all inclusive salary) must be paid an allowance of 20% for each shift of ordinary hours.
- (c) Assistants in Nursing who work night shifts must be paid an allowance of 17.5% for each shift of ordinary hours, except for work performed on a Saturday, Sunday or public holiday.

### **6.9.3 *Limitation on night duty***

- (a) Night duty must be limited to a period not exceeding 3 months at any one time, and any employee who has performed night duty continuously for a period of 3 months must not be again employed on night duty during the 6 months following such period.
- (b) Any employee may, by written agreement with the employer, be employed permanently on night duty and the relevant union must be given notice of such agreement.
- (c) Clause 6.9.3 does not apply to any employee in receipt of a rate of pay in excess of that of a Registered Nurse.
- (d) Students in Nursing/Midwifery sitting for either hospital examinations or Australian Health Practitioner Regulation Agency examinations will not be required to perform night duty on the night before the examination day.

### **6.9.4 *Extra payment for weekend work***

- (a) Afternoon and night shift allowances do not apply to shift work performed on Saturday and Sunday where the extra payments prescribed below apply.
- (b) All time worked up to and including 10 hours in any rostered shift of ordinary hours between midnight Friday and midnight Saturday must be paid at the rate of time and a-half.
- (c) All time worked between midnight Saturday and midnight Sunday must be paid at the rate of time and three-quarters, except for Assistants in Nursing, specified in clause 6.9.4(d).
- (d) All time worked by Assistants in Nursing between midnight Saturday and midnight Sunday must be paid at the rate of double time.
- (e) Where more than 10 ordinary hours are worked in any one shift of ordinary hours during the above period, double ordinary rates must be paid for all time in excess of 10 hours.

### **6.9.5 *Casual loading***

- (a) Casual loading is payable for all work performed Monday to Saturday inclusive.
- (b) Casual loading is not payable on a Sunday.

### 6.9.6 *Public holidays*

Afternoon and night shift allowances do not apply to shift work performed on public holidays where the extra payments prescribed by clauses 12.7, 12.8, 12.9, 13.14, 15.9 and 16.7 apply.

### 6.9.7 *Calculation of shift payments*

In respect of ordinary hours worked where the starting and finishing times occur on different days over the period Monday to Sunday, the penalty rates will be paid as follows:

Shift	Allowance
Friday night shift until midnight	Night shift allowance
Friday night shift after midnight	Saturday penalty rates
Saturday night shift until midnight	Saturday penalty rates
Saturday night shift after midnight	Sunday penalty rates
Sunday night shift until midnight	Sunday penalty rates
Sunday night shift after midnight	Night shift allowance

A casual employee's shift allowance must be calculated on the relevant wage rate exclusive of the casual loading. However, Sunday penalty payments include the casual loading.

## 6.10 **On call and recall - Enrolled Nurses and Registered Nurses**

6.10.1 Clause 6.10 does not apply to Directors of Nursing, Nurse Grade 10 Band 1 and Midwives participating in a caseload model and receiving an annualised salary.

6.10.2 An employee who is rostered to be on call at their private residence, or any other mutually agreed place between rostered shifts of ordinary hours Monday to Friday both days inclusive, will receive an additional amount of \$19.10 for the period or part thereof.

6.10.3 An employee who is rostered to be on call at their private residence, or any other mutually agreed place on a Saturday, a Sunday, a public holiday or a rostered day off will receive an additional amount of \$34.95 for the period or part thereof.

6.10.4 Subject to clause 6.10.5, should an employee rostered to be on call be recalled to duty, such employee in addition to the rates prescribed in clauses 6.10.2 to 6.10.3, is entitled to receive normal overtime provisions.

6.10.5 Subject to clause 6.10.5(f):

(a) An employee who is rostered to be on call and is recalled to work for any purpose will be paid a minimum of 3 hours at the appropriate overtime rate. However, the employee will not be required to work for 3 hours if the work for which the employee was recalled to perform is completed in less time.

(b) In the case of an employee who is rostered to be on call, and who is recalled to work, payment will be made from the time the employee starts work.

(c) An employee who is not rostered to be on call and is recalled to work will be paid a minimum of 3 hours. The time spent travelling to and from the place of duty will be deemed to be time worked.

(d) Where an employee is recalled within 3 hours of commencing normal duty and the employee remains at work, only time spent in travelling to work will be included with actual duty for the purpose of overtime payment.

(e) An employee recalled to work will not be obliged to work for 3 hours if the work for which the employee was recalled, and any other further work for which the employee otherwise would have been recalled, is completed in less than 3 hours.

(f) If an employee is recalled to work the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

(g) Where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee will be provided with transport from their home to the hospital/facility or will be refunded the cost of such transport.

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

on call. Clause 6.10.5(h) should not prevent the provision by employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

- (i) An employee on call who usually lives out and who is required to remain on close call within the hospital precincts will be provided free of charge with board and lodging.
- (j) An employee rostered to be on call or part thereof spanning 2 days over which 2 different on call allowances apply, will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

## **6.11 On call and recall - Assistants in Nursing**

- 6.11.1 Where an employee is instructed to be available on remote call (that is, on call for duty and allowed to leave the hospital precincts subject to being immediately available for recall to duty) outside the employee's ordinary or rostered working hours, the employee must be paid, in addition to the employee's ordinary rate of pay, an allowance in accordance with the following scale:
  - (a) where the employee is on call throughout the whole of a rostered day off duty, a Saturday, Sunday, or a public holiday: \$34.95 in respect of each of such instances;
  - (b) where the employee is on call during the night only on a rostered day off duty, a Saturday, Sunday, or a public holiday: \$21.94 per night; and
  - (c) where an employee is on call on any other night: \$19.10 per night.
- 6.11.2 A night in clause 6.11 means those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.
- 6.11.3 Where an employee is placed on close call (that is, on call for duty and not allowed to leave the hospital precincts) an amount of \$2.30 must be paid in addition to the appropriate allowance prescribed in clause 6.11.1.
- 6.11.4 Board and lodging must be provided free of charge to employees who usually live out and who are required to remain on close call within the hospital precincts.
- 6.11.5 In the event of an employee on call being recalled to perform work during the employee's off duty period, the employee must be paid for the time worked at the prescribed overtime rate with a minimum payment as for 2 hours' work, such time to be calculated in the case of an employee on remote call as from home and back to home.
- 6.11.6 An employee on remote call, if recalled to perform work during the employee's off duty period, must be provided with transport to and from the employee's home or will be refunded the cost of such transport.

## **6.12 On call, home visiting and telephone counselling: outreach service arrangements**

- 6.12.1 Subject to clause 6.12.4, this Award arrangement relates to registered nurses, Nurse Grade 5 and above working in the specific area of the Paediatric Oncology Palliative Care Outreach Service (the Service), Royal Children's Health Service District. The Service includes:
  - (a) On call home visiting for the purposes of coordinating and providing direct nursing care; and
  - (b) Health professionals involved in the shared palliative care of these clients.
- 6.12.2 Registered nurses, Nurse Grade 5 and above participating in the Service may be authorised to provide telephone advice and/or counselling outside ordinary working hours (without the need to visit the patient or return to the facility). The registered nurse, Nurse Grade 5 and above is to be paid for the actual time spent providing telephone advice up to a maximum of 2 hours on any one day at the prescribed overtime rate, provided that the employee will be responsible for the recording of such requests for advice that will require subsequent verification by Queensland Health.
- 6.12.3 With specific authorisation and where clinical intervention is deemed necessary, the employee may be authorised for the provisions of an after hours home visit. Where authorised, the employee will be paid at the prescribed overtime rate for actual hours worked.
- 6.12.4 These arrangements may be extended to other services by agreement between Queensland Health and the union.

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

### **7.1 Annual leave**

7.1.1 Annual leave entitlements vary according to place of work. Such entitlements are prescribed in the following sections:

- (a) Section B - Public Hospitals - clause 12.6;
- (b) Section C - Psychiatric Hospitals and Eventide Homes - clause 13.13;
- (c) Section D - Public Service - clause 14.9;
- (d) Section E - Senior Nursing Staff (Psychiatric Hospitals) - clause 15.8; and
- (e) Section F - Alcohol and Other Drug Dependence Services - clause 16.6.

#### *7.1.2 Calculation of annual leave pay*

(a) Subject to the provisions of clause 7.1.2(b), the payment must not 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 weekend penalty rates);
- (ii) leading hand allowance or amount of a like nature; and
- (iii) a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.2(a)(i) and 7.1.2(a)(ii).

(b) The provision of clause 7.1.2(a) does not apply to the following:

- (i) any period or periods of annual leave exceeding:

190 hours in the case of employees whose work is performed in 3 shifts per day over a period of 7 days per week in accordance with this clause, or 152 hours in any other case;  
Those employees who are employed in a calling where 3 shifts per day are worked over a period of 7 days per week, in accordance with clauses 13.13.2 and 15.8.2 of this Award; or  
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.

(c) An employee is eligible for such leave of absence after a full year has elapsed since the date on which the employee's last annual leave became due, or, if the employee has not previously had annual leave, since the employee commenced employment.

(d) 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.

#### *7.1.3 Calculation of annual leave pay - shift workers*

Subject to clause 7.1.2(a), the rate of wage to be paid to a shift worker is the rate payable for work in ordinary time according to the employee's roster, including Saturday, Sunday or holiday shifts.

#### *7.1.4 Calculation of annual leave pay - continuous shift workers*

Subject to clause 7.1.2(a), the rate of wage to be paid to a continuous shift worker must be the ordinary wage plus 27.5% annual leave loading at the rate payable.

#### *7.1.5 Calculation of annual leave pay - non-continuous shift workers employed under Sections C, D, E and F*

The rate of wage to be paid to a shift worker is the rate payable for work in ordinary time according to the employee's roster, including Saturday, Sunday or holiday shifts or the amounts prescribed in clause 7.1.2(b), whichever is the greater.

### **7.2 Sick leave**

- 7.2.1 An employee, except a casual employee, is entitled to 10 days sick leave on full pay for each completed year of service.
- 7.2.2 Furthermore, for any period of employment of less than one year, an employee is entitled to take 7.6 hours sick leave for each one month and 6 days and an employee is entitled to take that sick leave as it becomes accrued.
- 7.2.3 Part-time employees accrue sick leave on a proportional basis.
- 7.2.4 This entitlement is conditional upon:
- (a) Prompt notification of the illness to the employer;
  - (b) If the employee is absent for more than 3 days:
    - (i) the employee providing the employer with a certificate from a medical practitioner specifying the nature of the illness and the approximate period during which the employee will be unable to work; or
    - (ii) the employee providing the employer with other evidence of the illness to the employer's satisfaction.
- 7.2.5 An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence of the illness that is acceptable to the Chief Executive.
- 7.2.6 Leave will be debited for the amount of time the employee is rostered to work.

### **7.3 Workers' compensation**

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

### **7.4 Bereavement leave**

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

Full-time and part-time employees are to, 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 is to be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### *7.4.2 Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.4.1.

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

- (a) The employee's spouse;
- (b) A child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;
- (c) Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse; and
- (d) Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

#### *7.4.4 "Spouse" of an employee includes:*

- (a) A former spouse; and
- (b) A defacto spouse, including a spouse of the same sex as the employee.

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

- 7.4.6 The entitlements for bereavement leave are prescribed under Human Resources Policy C11 - Bereavement Leave.

## **7.5 Long service leave**

- 7.5.1 Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 7.5.2 After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.
- 7.5.3 The entitlements to long service leave are prescribed under HR Policy C38 - Long Service Leave.

## **7.6 Family leave**

- 7.6.1 The provisions of the *Family Leave (Queensland Public Sector Award) - State 2004* apply to and are deemed to form part of this Award. The entitlements include:
- (a) Maternity leave;
  - (b) Spousal leave;
  - (c) Pre-natal leave;
  - (d) Pre-adoption leave;
  - (e) Adoption leave; and
  - (f) Special adoption leave.
- 7.6.2 The entitlements for family leave are prescribed under the Queensland Health Human Resources Policy C26 - Parental Leave.

## **7.7 Special leave**

The entitlements for special leave are prescribed under the Queensland Health Human Resources Policy C7 - Special Leave.

## **7.8 Public holidays**

- 7.8.1 Public holiday entitlements vary according to place of work. Such entitlements are prescribed in the following sections:
- (a) Section B - Public Hospitals - clause 12.7, 12.8 and 12.9;
  - (b) Section C - Psychiatric Hospitals and Eventide Homes - clause 13.14;
  - (c) Section D - Public Service - clause 14.10;
  - (d) Section E - Senior Nursing Staff (Psychiatric Hospitals) - clause 15.9; and
  - (e) Section F - Alcohol and Other Drug Dependence Services - clause 16.7.

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

## **8.1 Travelling and relieving expenses**

- 8.1.1 An employee who is required to:
- (a) travel on official duty; or
  - (b) take up duty away from the employee's usual place of work to relieve another employee or to perform special duty is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee. These are prescribed under Human Resources Policy D3 - Domestic Travelling and Relieving Expenses.

## **8.2 Motor vehicle allowances**

- 8.2.1 An employee who is required to use a private motor vehicle for official purposes is entitled to claim this allowance.
- 8.2.2 The entitlements to motor vehicle allowances are prescribed under Human Resources Policy C15 - Allowances.

## **8.3 Appointment and transfer expenses**

- 8.3.1 The entitlements to appointment and transfer expenses are contained in Human Resources Policy D4 - Transfer and Appointment Expenses.

## **8.4 Fly in/fly out arrangements**

- 8.4.1 Fly in/fly out (FIFO) arrangements may apply to a workplace covered by this Award. No employee will be forced to become a FIFO employee.
- 8.4.2 A FIFO employee will be paid in accordance with the pay rates in this Award and will receive all of the other benefits and conditions contained in this Award, except that, specific to FIFO employees engaged in FIFO arrangements:
  - (a) FIFO employees will be required to work ordinary hours of up to 12 hours in any one day.
- 8.4.3 FIFO employees will work a 4 week cycle as follows:
  - (a) FIFO employees will be required to work a total of 152 ordinary hours in the first 14 consecutive days, including travel time to and from the workplace; and
  - (b) FIFO employees will be entitled to the second 14 consecutive days free from duty and to be transported to their home for that period.
- 8.4.4 Over the 4 week FIFO cycle, employees will be paid for ordinary hours on a fortnightly basis at the rate of 76 hours per fortnight.
- 8.4.5 Any time worked in excess of ordinary rostered hours will be paid at the appropriate overtime rate.
- 8.4.6 FIFO employees are not entitled to Remote Area Nursing Incentive Package.
- 8.4.7 FIFO employees who work a shift of 12 ordinary hours are entitled to one paid meal break and one unpaid meal break, each of 30 minutes' duration. The first meal break to occur between the fourth and sixth hours and the second meal break to occur during the ninth and tenth hours from the commencement of duty.
- 8.4.8 FIFO employees will be entitled to two 10 minute rest pauses in the first and second half of an ordinary 12 hour shift to be taken at a time to suit the convenience of Queensland Health.
- 8.4.9 Except where work is performed in two 12 hour shifts per day over a period of 7 days per week and employees engaged in such work perform their duties in varying shifts allocated in rotation by the officer of the facility duly authorised in that regard, every employee so engaged in such shift work who has completed a full year of employment will be allowed additional annual leave at the rate of 38 hours per year in respect of the period during which such shifts have been worked, provided that the maximum entitlement to annual leave will be 228 hours per annum.
- 8.4.10 All reasonable travel expenses related to the FIFO arrangements including travel time to and from an employee's home, travel time to the workplace and accommodation and meals while travelling will be met by Queensland Health.
- 8.4.11 Queensland Health will provide free board and lodging, or at their discretion, pay reasonable expenses for accommodation and meals to FIFO employees while at the workplace.

## **8.5 Integration of mental health services**

- 8.5.1 Employees working in Queensland Health Integrated Mental Health Services have the following additional arrangements apply:

- (a) Participation of all employees in an integrated setting is a mandatory condition of employment.
- (b) To facilitate integration and to provide opportunities for training and development a Registered Nurse may provide services in a non-inpatient/community setting. This provision will in no way affect the number of existing Clinical Nurse employees providing services in the community.
- (c) Paid meal breaks will be provided on "extended hours shifts" including afternoon shifts, work on weekends and public holidays in an extended hours mental health service, where there is mutual agreement between all employees working extended hours (including Allied Health staff) and Queensland Health. Paid meal breaks will not be taken on a day shift, only on the extended hours shift.
- (d) Employees engaged on or after 1 July 1996 will be paid in accordance with the setting in which they work for more than 50% of the time. If the period of time spent in this setting should fall below 50%, their conditions of employment will be maintained for a period of 3 months after which time they will be employed in accordance with the conditions of employment for that work setting. The Clinical Nurse Consultant, Nurse Unit Manager, Nurse Educator, Nurse Researcher, Nurse Manager and/or Team Leader will determine the percentage of time an employee spends in each setting.
- (e) Where any employee is transferred, consultation will take place regarding changes to their conditions of employment. Where a transfer is effected at the request of the employee, they will work in accordance with the Award section applicable to the setting in which they work for more than 50% of the time as from the date the transfer is effected.
- (f) Where the employee is transferred for reasons other than at their own request, the employee must be consulted regarding the appropriate Award section coverage. Such consultations will take into consideration the needs of the new position/workplace, and any loss of, or additional entitlements or benefits for the employee being transferred. Queensland Health will amend the employee's contract of employment accordingly.

## **8.6 Patient escorts**

- 8.6.1 Where an employee is required to travel as an escort for a patient, and the employee is not required to stay away from home overnight, the employee will be paid at:
  - (a) ordinary time during ordinary rostered hours; and
  - (b) at the appropriate overtime rate outside of ordinary rostered hours.
- 8.6.2 Where an employee is required to escort a patient and the employee is required to stay overnight, the employee will be paid at:
  - (a) ordinary time during the rostered ordinary hours; and
  - (b) the appropriate overtime rate outside of ordinary rostered hours for all time the patient is under the employee's care.
- 8.6.3 When returning from an escort without a patient but required an overnight stay, the employee will be paid:
  - (a) a maximum of 12 hours out of every 24 at ordinary rates; and
  - (b) if returning on a rostered day off, the employee will be granted an additional day off in lieu or an additional day will be added to the employee's annual leave balance.

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

### **9.1 Commitment to training**

- 9.1.1 The parties to this Award recognise that to increase efficiency and productivity a greater commitment to training and development is required.
- 9.1.2 The parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills for performance of their duties.
- 9.1.3 Where possible training and development provided should assist employees in obtaining knowledge and skills accredited by an Industry Training Council or other similar body.

- 9.1.4 All such training and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled training and development activities.

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

### **10.1 Queensland Health Workplace Health and Safety Advisory Committee**

- 10.1.1 A Queensland Health Workplace Health and Safety Advisory Committee has been established jointly with Queensland Health and the public health sector unions which will continue to oversee progress on workplace health and safety issues.

- 10.1.2 Without limiting the issues which may be included, the parties agree to address the following issues:

- (a) guidelines on security for health care establishments;
- (b) aggressive behaviour management;
- (c) workplace stress;
- (d) workplace bullying;
- (e) working off-site;
- (f) workplace rehabilitation;
- (g) workers compensation;
- (h) management of ill or injured employees; and
- (i) guidelines for work arrangements (including hours of work).

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

### **Preamble**

Clauses 11.1 to 11.5 inclusive 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;
  - (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 are to be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Posting of Award**

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

### **11.4 Union encouragement**

11.4.1 The employer recognises the right of individuals to join a union and will encourage that membership; however, it is also recognised that union membership remains at the discretion of individuals.

11.4.2 Where requested by a union, payroll deduction facilities for union subscriptions will be available.

11.4.3 Information on relevant unions (which will be supplied by unions) will be made available to relevant employees at the point of engagement.

11.4.4 Union officials or authorised representatives will be given the opportunity to discuss union membership with new employees and to provide such employees with relevant union material including membership forms.

11.4.5 *Leave to undertake work with union*

At the discretion of the employer, employees may be granted special leave without salary to undertake a period of work with the union.

11.4.6 *Union delegates' assistance*

(a) The employer acknowledges the constructive role democratically elected union workplace representatives undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported, provided that unions will notify the employer of such workplace representatives. The employer supports the accepted industrial principle that workplace representatives should perform their roles without fear of victimisation.

(b) Employees will be given full access to union officials/workplace representatives during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

(c) Provided that service delivery and work requirements are not unduly affected, workplace representatives will be provided with convenient access to reasonable, existing facilities for the purpose of undertaking union activities. Local arrangements may be entered into with unions at the District Consultative Forum (or equivalent) level in relation to access to specific facilities. Such arrangements may include, but must not be limited to, access to telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards, provided that such arrangements are consistent with the employer's policies and procedures and personal privacy and information security is maintained.

(d) Subject to the relevant employee's written approval and any confidentiality provisions, workplace representatives may request access to documents and policies related to a member's employment

### **11.5 Industrial relations education leave**

11.5.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

- 11.5.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions.
- 11.5.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the employer (or delegated authority), the relevant union and the employee.
- 11.5.4 Upon request and subject to approval by the employer (or delegated authority) and evidence of appropriate union authorisation, employees may be granted up to 3 days paid leave to attend union Annual Conferences. Upon request, and subject to approval by the employer (or delegated authority), employees may be granted additional paid time off in special circumstances to attend Management Committee Meetings, Union Conferences and Australian Council of Trade Unions Congress.
- 11.5.5 The granting of industrial relations education leave or any additional leave is subject to the approval of the employer (or delegated authority) and should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the relevant work unit. At the same time, such leave must not be unreasonably refused.

## **SECTION B - PUBLIC HOSPITALS**

### **12.1 Application of Section B**

- 12.1.1 This section applies in the terms provided in clause 1.5.2.
- 12.1.2 This section does not apply to the employment of persons to which Sections C, D E and F of this Award applies.

### **12.2 Classifications employed under Section B**

- 12.2.1 This section applies to nurses and midwives at all classification levels in the terms provided in clause 1.5.2.

### **12.3 Meal breaks**

- 12.3.1 Meal breaks are to be a minimum of 30 minutes' duration taken between the fourth and sixth hours from the commencement of duty. By agreement between the employer and the employee no meal break will be taken by an employee rostered to work 6 hours or less.

### **12.4 Allowances**

#### **12.4.1 Pharmacy**

Any registered nurse, Nurse Grade 5 and above required to perform dispensing work in a hospital in which a dispenser is not employed must be paid an additional \$1.727 per hour for time actually engaged on dispensing work.

#### **12.4.2 Higher or special duties**

- (a) If an employee (other than a Student in Nursing/Midwifery) is required to perform special duties or to relieve another employee on a classification for which a higher rate of pay than the employee is receiving is fixed by the Award, provided the period of performing such special duties or such relieving work is one week or more, the employee must be paid such higher rate for the whole of such period.
- (b) A registered nurse, Nurse Grade 5 and above who is not permanently on the staff of a hospital, employed to relieve a Director of Nursing must not be paid less than the rate prescribed by this Award for the Director of Nursing whom the registered nurse is relieving.

#### **12.4.3 Night supervisor allowance**

A registered nurse, Nurse Grade 5 to 7 inclusive who is required to undertake the duties of Night Supervisor (e.g. after-hours Nurse Manager) must be paid the following additional amounts per night while so engaged:

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

- (a) 100 beds and under - \$5.21 per night; or

(b) Over 100 beds - \$10.33 per night.

#### 12.4.4 *Operating theatre allowance*

A registered nurse, Nurse Grade 5 or above appointed to be in charge of the theatre must be paid an allowance of \$2.36 per day in addition to the rate prescribed.

#### 12.4.5 *X-ray and radium*

Any Director of Nursing, Nurse Grade 10 or registered nurse, Nurse Grade 5 or above whose duty requires them to use or assist in using x-ray apparatus or radium is entitled to an allowance of \$8.65 per week in addition to the rate prescribed.

#### 12.4.6 *Broken shift allowance*

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purpose of meal breaks and rest pauses, must be paid in addition to the ordinary rate of pay prescribed, an allowance at the rate of \$2.61 per shift for each shift so worked.

#### 12.4.7 *Divisional and District parities*

Employees employed outside the Eastern District of the Southern Division will be paid the following amounts in addition to the rates of salaries/wages prescribed by Schedule 2 of this Award for employees employed within that District:

District	Per week (\$)
Northern Division, Eastern District	1.05
Northern Division, Western District	2.20
Mackay Division	0.90
Southern Division, Western District	1.05

### 12.5 **Board and lodging**

12.5.1 Where board and lodging are supplied to employees residing within employer accommodation, the employer is entitled to deduct \$51.70 per week from the employee's weekly rate of pay prescribed for such employees.

12.5.2 Where employees are provided with accommodation only by the employer, the employer is entitled to deduct \$19.00 per week from the employee's weekly rate of pay prescribed for such employees.

### 12.6 **Annual leave**

12.6.1 All employees (other than casual employees) in public hospitals are entitled to 190 hours' leave on full pay in each year, 38 hours of such being in lieu of extra payment for work done on the public holidays in clause 12.7.1.

12.6.2 All employees in dental hospitals and dental clinics are entitled to 152 hours' leave on full pay in each year.

12.6.3 Where work is performed in 3 shifts per day over a period of 7 days per week and the employees engaged in such work perform their duties in varying shifts allocated in rotation by the officer of the facility duly authorised in that regard, every employee so engaged in shift work who has completed a full year of employment will be allowed additional annual leave at the rate of 38 hours per year in respect of the period during which such shifts have been worked by the employee, if the employee has worked at least 20 rostered shifts on night duty during such year of employment.

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

12.6.5 Annual leave by mutual agreement between employer and employee may be taken in one or more parts. Thirty-eight hours of the entitlement is available in single day periods and the remaining entitlement is available in periods of not less than 38 hours.

12.6.6 All annual leave is to be paid for in advance and will be taken to suit the administration, but in exercising its discretion the administration will give reasonable consideration to the preference of employees in public hospitals, dental hospitals or dental clinics.

- 12.6.7 Where an employee leaves the service of a public hospital, dental hospital or dental clinic before the employee's annual leave has become due, the employee will receive a *pro rata* amount of annual leave on full pay.
- 12.6.8 All employees will have their annual leave entitlement debited by the number of working days between Christmas and New Year's Day inclusive when there is a compulsory closure of government establishments over the Christmas/New Year period.
- 12.6.9 Where an employee's annual leave account is debited due to a compulsory closure between the Christmas/New Year period, such debit must be made from an employee's single day annual leave account.
- 12.6.10 Employees who are engaged in services that require continuous operation and who receive additional annual leave for continuous shift work are not to be required to participate in the compulsory closure arrangements over the Christmas/New Year period.

## **12.7 Public holidays**

- 12.7.1 All work done by an employee during their ordinary shifts on Good Friday, 25 April (Anzac Day), Christmas Day, New Year's Day, 26 January, Easter Monday, the Birthday of the Sovereign and Boxing Day, or on any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, must be paid for at one and a-half times the ordinary rate.
- 12.7.2 An employee is entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee must be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.
- 12.7.3 All work done by an employee in a district specified from time to time by the Minister responsible for the *Holidays Act 1983* by notification published in the Queensland Government Gazette on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district, must be paid for at the rate of double-time and a-half.
- 12.7.4 All work done by an employee on Easter Saturday (the day after Good Friday) must be paid for at the rate of double-time and a-half.
- 12.7.5 For the purpose of clause 12.7, where the rate of wages is a weekly rate, double-time and a-half means one and a-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 12.7.6 Should Labour Day, Show Day or Easter Saturday occur during the period of an employee's annual leave, an extra day for each such day so occurring, must be added to the employee's annual leave.
- 12.7.7 In respect to Easter Saturday an additional day must not be added to an employee's annual leave where that employee, as part of the employee's ordinary working arrangements, is not required to work on Saturdays.
- 12.7.8 Where an employee is rostered off on Labour Day, Show Day or Easter Saturday the employee must be paid an additional day's wage or must 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 must be added to the employee's annual leave for each such day on which the employee is rostered off.
- 12.7.9 In respect to Easter Saturday, clause 12.7.8 does not apply to employees who are not ordinarily required to work on weekends.
- 12.7.10 Casual employees required to work on public holidays must be paid at the rate of double-time and a-half for all time worked.
- 12.7.11 Where a public holiday as prescribed by clause 12.7 falls upon a Saturday or Sunday and an employee as part of the employee's ordinary rostered hours is required to work upon such day, calculations of payment must be made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different days.
- 12.7.12 The ADO must not coincide with a public holiday. Another day determined by mutual agreement between the employer and employee will be taken in lieu. This day is to be within the same 4 weekly work cycle where possible.

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

## **12.8 Public holidays - Directors of Nursing**

- 12.8.1 The salaries for Directors of Nursing are all inclusive. However, these employees will only be required to work on public holidays in emergency situations and by mutual agreement.
- 12.8.2 A Director of Nursing may be authorised by the employer to perform essential clinical work on a public holiday, and will be entitled to payment according to the provisions of this clause.

## **12.9 Public holidays - dental hospitals and dental clinics**

- 12.9.1 All work done by any employee on Good Friday, Christmas Day, 25 April (Anzac Day), 1 January, 26 January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, must be paid for at the rate of double-time and a-half with a minimum of 4 hours.
- 12.9.2 All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee must be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.
- 12.9.3 All work done by an employee in a district specified from time to time by the Minister responsible for the *Holidays Act 1983* by notification published in the Queensland Government Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district must be paid for at the rate of double-time and a-half with a minimum of 4 hours.
- 12.9.4 For the purposes of clause 12.9, where the rate of wages is a weekly one, double-time and a-half means one and a-half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 12.9.5 ADOs must not coincide with a public holiday. Another day determined by the employer will be taken in lieu. This day is to be taken within the same 4 weekly work cycle where possible.
- 12.9.6 Where an employee is not required to work on any specific public holiday it will be regarded as a day worked for accrual purposes of ADOs.

## **SECTION C - PSYCHIATRIC HOSPITALS AND EVENTIDE HOMES**

### **13.1 Application of Section C**

- 13.1.1 This section applies in the terms provided in clause 1.5.3.
- 13.1.2 This section does not apply to the employment of persons to which Sections B, D E and F of this Award applies.

### **13.2 Classifications employed under Section C**

- 13.2.1 The following classifications may be employed under this section:
- (a) Within Psychiatric Hospitals, Assistant in Nursing, Nurse Grade 1 to Nurse Practitioner, Nurse Grade 8, including the following:
    - (i) Assistant in Nursing;
    - (ii) Student in Nursing/Midwifery;
    - (iii) Enrolled Nurse;
    - (iv) Enrolled Nurse Advanced Practice;
    - (v) Registered Nurse;
    - (vi) Clinical Nurse;
    - (vii) Clinical Nurse Consultant, Nurse Unit Manager, Nurse Educator, Nurse Researcher, Nurse Manager; and
    - (viii) Nurse Practitioner;

(b) Within Eventide Homes, Assistant in Nursing, Nurse Grade 1 to Enrolled Nurse Advanced Practice, Nurse Grade 4 including the following:

- (i) Assistant in Nursing;
- (ii) Student in Nursing/Midwifery;
- (iii) Enrolled Nurse; and
- (iv) Enrolled Nurse Advanced Practice

### **13.3 Artisan's work**

Every employee who at the date of this Award carried out other duties as well as the duties of a nurse will, for the purpose of this Award, be deemed to be a nurse, and will have all the privileges of same; but no nursing staff will carry out artisan's work or other work for which an award has been made as distinct from a nurse's work unless paid the Award rate while engaged upon such work if such award rate is higher than the nurse's rate.

### **13.4 Meal breaks**

13.4.1 The ordinary hours of work under this section are inclusive of meal times.

13.4.2 Meal breaks are to be a minimum of 30 minutes duration taken between the fourth and sixth hours from commencement of duty.

13.4.3 No meal break will be taken by an employee rostered to work 6 hours or less.

### **13.5 Allowances**

#### **13.5.1 Meal allowance**

- (a) If called upon to work overtime for 2 hours without receiving notice of such overtime on the previous day, employees will be paid an allowance of \$12.10 for each meal or will be supplied by their employer with a reasonable meal in lieu of such payment.
- (b) When an employee has made provision for customary meals because of receipt of notice of intention to work overtime, the employee will be entitled to an allowance of \$12.10 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

#### **13.5.2 Special payment**

A special payment of \$16.60 per fortnight will be paid to all nursing staff. Such special payment is to operate for all purposes of the Award.

#### **13.5.3 Locality allowance**

The conditions are prescribed under Human Resources Policy C15 - Allowances.

#### **13.5.4 Performance of higher duties**

- (a) Where on one shift or more in respect of a vacant position or a position the occupant of which is on leave:
  - (i) a Registered Nurse relieves in a position of Clinical Nurse; or
  - (ii) a Clinical Nurse relieves in a position of Clinical Nurse Consultant, Nurse Unit Manager, Nurse Manager, Nurse Educator or Nurse Researcher;

such employee will be paid an allowance in accordance with clause 5.7.5.

- (b) The allowance will be included for the purpose of calculating weekend penalty rates, overtime and payments for public holidays.

### **13.6 Protective appliances**

Employees required to attend post-mortem examinations and infectious cases will be provided with the necessary protective appliances. All employees will be supplied with appropriate materials as required to maintain relevant and appropriate infection control procedures.

### **13.7 Board and lodging**

- 13.7.1 Where board and lodging are supplied to employees residing within employer accommodation, the employer will be entitled to deduct the sum of \$16.50 per week from the weekly rates of pay prescribed for such employees.
- 13.7.2 Where employees who are living out are provided with meals by the employer, a deduction will be made from their wages at the rate of 60 cents for each breakfast, 75 cents for each lunch and 75 cents for each dinner.
- 13.7.3 Where lodgings only are supplied to employees, the employer will be entitled to deduct the sum of \$6.00 per week from the weekly rates of pay prescribed for such employees.

### **13.8 Uniforms**

- 13.8.1 The cost of suitable uniforms and overcoats (of proper fit and good quality) must be reimbursed to the employee. This reimbursement is not to be paid where a suitable uniform and overcoat (of proper fit and good quality) as determined by the employer is provided free of cost to the employee.
- 13.8.2 Any employee not supplied with uniforms or any employee required to wear private clothing while on duty, and if that private clothing is damaged or destroyed in the discharge of duty, must have it replaced, or be reimbursed by the employer.
- 13.8.3 Where uniforms are damaged or destroyed in the discharge of duty the employer must repair or replace such items.
- 13.8.4 The replacement of uniforms is on the basis of fair wear and tear.

### **13.9 Change of shifts**

Employees must work such time beyond the rostered shift necessary for the changing of shifts and will not receive extra payment for such time.

### **13.10 Mutual change of leave days and working shifts**

- 13.10.1 Mutual changes of leave days and working shifts between employees referenced in clauses 13.10.2 and 13.10.3 at Psychiatric Hospitals and employees, referenced in clause 13.10.3 at Eventide Homes will be permitted if in the opinion of the Director of Nursing such changes will not be detrimental to the effective carrying on of the work of hospital or institution.
- 13.10.2 Changes of leave days and working shifts will be allowed only between those who are not more than one level removed from each other. For the purposes of this clause the Levels in rank at psychiatric hospitals will be as follows:
  - (a) Clinical Nurse Consultant, Nurse Unit Manager, Nurse Researcher, Nurse Manager, Nurse Educator;
  - (b) Clinical Nurse;
  - (c) Registered Nurse, Paypoint 7 and Clinical Nurse;
  - (d) Registered Nurse who has not yet reached the Registered Nurse, Paypoint 7 classification; and
  - (e) Nurse Practitioner.
- 13.10.3 In the case of a Student in Nursing/Midwifery, Enrolled Nurse/Enrolled Nurse Advanced Practice, or Assistant in Nursing, a change of leave days and working shifts will be allowed only with an employee of similar designation.
- 13.10.4 The Director of Nursing of a Psychiatric Hospital or Eventide Home may upon the application of any employee approve of a change of a shift or duty for such employee.
- 13.10.5 Mutual change of leave days and working shifts will not be allowed to extend beyond 3 weeks.

### **13.11 Roster changes**

When an employee's shift is altered in emergency circumstances, the employee must be notified as promptly as possible.

### **13.12 Overtime for cancelled shifts**

When an employee's rostered shift is cancelled by the employer, such employee will, unless not less than 24 hours' notice of such cancellation is provided, be paid for 4 hours at ordinary rates.

### **13.13 Annual leave**

- 13.13.1 All employees (other than casual employees) covered by this section will at the end of each year of employment be entitled to annual leave on full pay of 152 hours.
- 13.13.2 All employees (other than casual employees) will be granted an additional 38 hours' leave on full pay in each completed year of employment, the additional week being in recognition of the continuous operation of Psychiatric Hospitals and Eventide Homes, in which 3 shifts per day are generally worked over a period of 7 days per week.
- 13.13.3 All employees will have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of government establishments over the Christmas/New Year period.
- 13.13.4 Employees who are engaged in services that require continuous operation and who receive additional annual leave for continuous shift work, are not to be required to participate in the compulsory closure arrangements over the Christmas/New Year period.
- 13.13.5 Such annual leave will be exclusive of any public holiday that may occur during the period of that annual leave and subject to clause 7.1.2, will be paid for by the employer in advance.
- 13.13.6 An employee in receipt of a rate of pay in excess of the ordinary rate of pay in the Award immediately prior to annual leave must be paid at that excess rate.
- 13.13.7 In every other case, payment must be made at the ordinary rate payable to the employee under this Award.
- 13.13.8 In the case of employees other than those who receive extra payment for public holidays whether work is done on them or not, any public holiday occurring in the period of annual holiday will not be counted as a portion of such annual leave.
- 13.13.9 Should the employment of any employee be terminated before the expiration of a full year of employment such employee will be paid in addition to all other amounts due a *pro rata* amount of annual leave on full pay, calculated in accordance with clause 7.1.2.
- 13.13.10 Leave under clause 13.13 will, notwithstanding any other leave that may be had under this Section excepting annual leave, be allowed as sick leave under clause 7.2.
- 13.13.11 The date of commencement of annual leave will be notified to each employee 2 months before such day, by posting the leave list on the notice board of the place of work or some similar place. An employee may, with the approval of the Director of Nursing, exchange leave times and such exchange is to be recorded.
- 13.14 Public holidays
- 13.14.1 Public holidays, whether work is done upon them or not, will be on full pay, on the basis of an extra allowance equivalent to the rostered ordinary hours (up to a maximum of 7.6 hours) per day for each such holiday for all employees who work the ordinary number of weekly hours notwithstanding the holiday.
- 13.14.2 Employees who actually perform work on a public holiday will, in addition, be paid at half the ordinary rate for the time so worked.
- 13.14.3 For the purpose of clause 13.14 any holiday observed under the provisions of the *Holidays Act 1983* in the District in which the institution is situated will be deemed to be a holiday.

## **SECTION D - PUBLIC SERVICE**

### **14.1 Application of Section D**

- 14.1.1 This section applies in the terms provided in clause 1.5.4.
- 14.1.2 This section does not apply to the employment of persons to which Sections B, C, E and F of this Award applies.

## **14.2 Classifications employed under Section D**

14.2.1 The following classifications may be employed under this section:

- (a) Nurses and midwives at all classification levels including those in Community Health services, whose employment is not otherwise covered by Sections B, C, E and F;
- (b) Registered nurses, Nurse Grade 5 and above at or in connection with Eventide Homes at Sandgate, Rockhampton and Charters Towers; and
- (c) Nurses and midwives at all classification levels in Correctional Facilities.

## **14.3 Application of the *Public Service Act 2008* and regulations**

Subject to clause 1.9, the provisions of the *Public Service Act 2008* and the regulations made hereunder will continue to apply to the employees or classes of employees to which this Section applies, where such Act and Regulations were applicable immediately prior to the commencement of this Award.

## **14.4 Customs and practices**

14.4.1 Existing customs and practices at the date of commencement of this Award will continue.

14.4.2 Nothing in this Section will be construed to affect prejudicially any special personal classification of any employee enjoyed at the date of commencement of this Award.

## **14.5 Conditions of appointment and probationary service**

An employee is entitled to appointment and probationary provisions made under the *Public Service Act 2008*.

## **14.6 Transfer of officers**

An employee who has served for 3 years or more continuously in an isolated position will be transferred, without detriment, to some other position in a more favourable locality as soon as opportunity offers.

## **14.7 Meal breaks**

14.7.1 The ordinary hours of employees under this section are exclusive of meal times.

14.7.2 Meal breaks are to be a minimum of 30 minutes' duration taken between the fourth and sixth hours from commencement of duty. No meal break will be taken by an employee rostered to work 6 hours or less.

## **14.8 Allowances**

14.8.1 *Allowances to officers on transfer*

An employee is entitled to transfer allowances made under the *Public Service Act 2008*.

14.8.2 *Allowances to relieving officers*

An employee is entitled to relieving allowances made under the *Public Service Act 2008*.

14.8.3 *Daily travelling allowance*

An employee is entitled to travel allowances made under the *Public Service Act 2008*.

14.8.4 *Equipment allowance*

An employee is entitled to equipment allowances made under the *Public Service Act 2008*.

14.8.5 *Locality allowance*

An employee is entitled to locality allowances made under the *Public Service Act 2008*.

14.8.6 *Performance of higher duties*

An employee is entitled to higher duties allowances made under the *Public Service Act 2008*.

#### 14.8.7 Meal allowance

An employee is entitled to meal allowances made under the *Public Service Act 2008*.

### 14.9 Annual leave

- 14.9.1 The entitlements for annual leave are prescribed in *Directive 2/11 Recreation Leave*, issued and amended by the Minister responsible for industrial relations, in accordance with section 54(1) of the *Public Service Act 2008*.
- 14.9.2 Employees will receive a minimum of 152 hours of annual leave for each completed year of service and a proportionate amount for an incomplete year of service if the employee's headquarters are in the Southern and Eastern Region as defined in Directive 2/11.
- 14.9.3 Employees will receive a minimum of 190 hours of annual leave for each completed year of service and a proportionate amount for an incomplete year of service if the employee's headquarters are in the Northern and Western Region as defined in Directive 2/11.
- 14.9.4 All employees will have their annual leave entitlement debited by the number of working days between Christmas Day and New Year's Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.
- 14.9.5 Employees who are engaged in services which require continuous operation and who receive additional annual leave for continuous shift work, will not be required to participate in the compulsory closure arrangements over the Christmas/New Year period.

### 14.10 Public holidays

- 14.10.1 All work done by any employee on Good Friday, Christmas Day, 25 April (Anzac Day), 1 January, 26 January, Easter Saturday (the day after Good Friday), Easter Monday, Birthday of the Sovereign, and Boxing Day, or any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday, must be paid for at the rate of double-time and a-half with a minimum of 4 hours.
- 14.10.2 All employees covered by this Award are entitled to be paid a full days wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee must be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.
- 14.10.3 All work done by an employee in a district specified from time to time by the Minister responsible for the *Holidays Act 1983* by notification published in the Queensland Government Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district must be paid for at the rate of double-time and a-half with a minimum of 4 hours.
- 14.10.4 For the purposes of clause 14.10, where the rate of wages is a weekly one, double-time and a-half means one and a-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 14.10.5 ADOs must not coincide with a public holiday. Another day determined by the employer will be taken in lieu. This day is to be within the same 4 weekly work cycle where possible.
- 14.10.6 Where an employee is not required to work on any specific public holiday it will be regarded as a day worked for accrual purposes of ADOs.

### 14.11 Extended hours of services

- 14.11.1 Where Queensland Health identifies a need to extend the hours of services to support new models of care and/or the changing health needs; consultation with the union and the employees concerned is to occur.
- 14.11.2 Where an employee covered by this section of this Award is required to work in extended hours service arrangements, the following terms and conditions of this Award will apply:

Clause 6.9.4  
Clause 6.9.1

Extra payment for weekend work  
Afternoon

Clause 6.9.2  
 Clause 6.1  
 Clause 12.7  
 Clause 12.6.3

Night  
 Hours of work  
 Public holidays  
 Annual leave

- 14.11.3 In addition, an employee covered by this Section of this Award who is required to work in extended hours service arrangements on public holidays will receive an additional week of annual leave per annum.
- 14.11.4 An employee covered by this Section of this Award who was employed as at 16 May 2003 pursuant to a contract of employment that expressly stipulates that the employee will not be required to work outside a particular arrangement of hours of work will not be required to participate in an extended hours of service arrangement inconsistent with that stipulation except by agreement between Queensland Health and the employee concerned.

## **SECTION E - SENIOR NURSING STAFF (PSYCHIATRIC HOSPITALS)**

### **15.1 Application of Section E**

- 15.1.1 This section applies in the terms provided in clause 1.5.5.
- 15.1.2 This section does not apply to the employment of persons to which Sections B, C, D and F of this Award applies.

### **15.2 Classifications employed under Section E**

- 15.2.1 The following classifications may be employed under this section:
- (a) Registered nurse, Nurse Grade 9 to 12.

### **15.3 Meal breaks**

- 15.3.1 The ordinary hours of employees under this section are inclusive of meal times.
- 15.3.2 Meal breaks are to be a minimum of 30 minutes' duration taken between the fourth and sixth hours from commencement of duty. No meal break will be taken by an employee rostered to work 6 hours or less.

### **15.4 Allowances**

#### *15.4.1 Special payment*

A special payment of \$17.30 per fortnight is payable to all employees under this Section. Such special payment is to operate for all purposes of this Award.

### **15.5 Board and lodging**

- 15.5.1 Where board and lodging are supplied to employees residing within employer accommodation, the employer is entitled to deduct the sum of \$16.50 per week from the weekly rates of pay prescribed for such employees.
- 15.5.2 Where employees who are living out are provided with meals by the employer, a deduction will be made from their wages at the rate of 60 cents for each breakfast, 75 cents for each lunch and 75 cents for each dinner.
- 15.5.3 Where lodgings only are supplied to employees, the employer is entitled to deduct the sum of \$6.00 per week from the weekly rates of pay prescribed for such employees.

### **15.6 Uniforms**

The cost of suitable uniforms and overcoats (of proper fit and good quality) must be reimbursed to the employee. This reimbursement is not to be paid where a suitable uniform and overcoat (of proper fit and good quality) as determined by the employer is provided free of cost to the employee.

### **15.7 Change of shifts**

Employees must work such time beyond the rostered shift necessary for the changing of shifts and will not receive extra payment for such time.

#### *15.7.1 Mutual change of leave days and working shifts*

- (a) Mutual change of leave days and working shifts may be permitted if in the opinion of the Director of Nursing of the hospital such changes will not be detrimental to the effective carrying out of the work of the hospital.
- (b) Change of leave days and working shifts will be allowed only between those who are not more than one classification level removed from each other.
- (c) Notwithstanding the foregoing provisions, the Director of Nursing of the hospital may upon the application of any employee approve the change of a shift or duty for such employee.
- (d) Mutual change of leave days and working shifts are not allowed to extend beyond 3 weeks.

#### 15.7.2 *Roster changes*

When an employee's shift is altered in emergency circumstances, the employee must be notified as promptly as possible.

### 15.8 **Annual leave**

- 15.8.1 All employees (other than casual employees) covered by this section will at the end of each year of employment be entitled to annual leave on full pay of 152 hours.
- 15.8.2 All employees (other than casual employees) will be granted an additional 38 hours' leave on full pay in each completed year of employment, the additional week being in recognition of the continuous operation of psychiatric hospitals, in which 3 shifts per day are generally worked over a period of 7 days per week.
- 15.8.3 All employees will have their annual leave entitlement debited by the number of working days between Christmas Day and New Years Day inclusive when there is a compulsory closure of government establishments over the Christmas/New Year period.
- 15.8.4 Employees who are engaged in services that require continuous operation and who receive additional annual leave for continuous shift work are not required to participate in the compulsory closure arrangements over the Christmas/New Year period.
- 15.8.5 In the case of employees other than those who receive extra payment for public holidays whether work is done on them or not, any public holiday occurring in the period of annual leave will not be counted as portion of such leave.
- 15.8.6 Should the employment of any employee be terminated before the expiration of a full year of employment such employee will be paid in addition to all other amounts due a pro rata amount of annual leave on full pay.
- 15.8.7 The date of commencement of annual leave will be notified to each employee 2 months before such date, by posting the leave list on the notice board of the institution or some similar place. Employees may, with the approval of the Director of Nursing of the hospital, exchange annual leave to the extent of 4 months (with a further period of up to 7 days so that the employee can commence on a Monday) either before or after the due date. Such exchange will be duly recorded.

### 15.9 **Public holidays**

- 15.9.1 Public holidays, whether work is done upon them or not will be on full pay on the basis of an extra allowance equivalent to the rostered ordinary hours (up to a maximum of 7.6 hours) per day for each such holiday for all employees who work the ordinary number of weekly hours notwithstanding the holiday.
- 15.9.2 Employees who actually perform work on a public holiday will, in addition, be paid at half the ordinary rate for the time so worked.
- 15.9.3 In lieu of the provisions of clause 15.9.1, registered nurses, Nurse Grade 9 to 12, if required to work on any public holiday will be allowed equivalent time off (with a minimum of half a working day on each occasion). Such time off is, at the option of the employee, to be added to annual leave (with a maximum of 10 days) or taken within 2 weeks of the day on which such work was performed.
- 15.9.4 An employee who actually performs work on a public holiday will, in addition, be paid at half the ordinary rate for the time so worked.

## SECTION F - CERTAIN EMPLOYEES - ALCOHOL AND DRUG DEPENDENCE SERVICES

## **16.1 Application of Section F**

16.1.1 This section applies in the terms provided in clause 1.5.6.

16.1.2 This section does not apply to the employment of persons to which Sections B, C, D and E of this Award applies.

## **16.2 Classifications employed under Section F**

The following classifications may be employed under this section:

(a) registered nurse, Nurse Grade 5 and above.

## **16.3 Meal breaks**

16.3.1 The ordinary hours of employees under this section are inclusive of meal times.

16.3.2 Meal breaks are to be a minimum of 30 minutes' duration taken between the fourth and sixth hours from commencement of duty. No meal break will be taken by an employee rostered to work 6 hours or less.

## **16.4 Allowances**

### *16.4.1 Clothing allowance*

An employee is to be paid a clothing allowance of \$6.10 per fortnight.

### *16.4.2 Daily travelling allowance*

An employee is entitled to travelling allowances made under the *Public Service Act 2008*.

### *16.4.3 Higher duties allowance*

An employee is entitled to higher duties allowances made under the *Public Service Act 2008*.

### *16.4.4 Locality allowance*

An employee is entitled to locality allowances made under the *Public Service Act 2008*.

### *16.4.5 Meal allowance*

An employee is entitled to meal allowances made under the *Public Service Act 2008*.

## **16.5 Change of shifts**

Employees must work such time beyond the rostered shift necessary for the changing of shifts and will not receive extra payment for such time.

### *16.5.1 Mutual change of leave days and working shifts*

Mutual changes of leave days and working shifts will be permitted to similar classes of employees by the Director of Nursing or the delegated officer, upon written application of the employees concerned if, in the opinion of the Director of Nursing or the delegated officer, the change is not detrimental to the effective carrying out of the proper function of the Alcohol and Drug Dependence Service.

### *16.5.2 Roster changes*

(a) Rosters are to be mutually agreed between the parties to this section.

(b) The employer must give 24 hours' notice of any change to an employees rostered hours or double-time will be payable for the next shift.

## **16.6 Annual leave**

16.6.1 The conditions for annual leave are prescribed under Directive 2/11 Recreation Leave, as issued and amended by the Minister for Industrial Relations under section 54(1) of the *Public Service Act 2008*.

- 16.6.2 All employees will be entitled to 152 hours' leave on full pay for each completed year of employment.
- 16.6.3 Where work is required to be performed on public holidays, employees engaged in such work will be entitled to 190 hours' leave on full pay in each completed year of employment - the additional week being in lieu of extra payment for work performed on the public holidays mentioned in 16.7.1.
- 16.6.4 Where work is performed in 3 shifts per day over a period of 7 days per week and the employees engaged in such work perform their duties in varying shifts allocated in rotation by the officer duly authorised in that regard, every employee so engaged in shift work who has completed a full year of employment will be allowed additional annual leave at the rate of 38 hours per year in respect of the period during which such shifts have been worked by the employee.
- 16.6.5 All leave will be taken to suit the administration of the relevant Alcohol and Drug Dependence Service.
- 16.6.6 If any such annual leave has not been taken as it falls due from time to time, such leave by mutual arrangement may be accumulated so long as the period of leave does not exceed 2 years' entitlement.
- 16.6.7 Where an employee ceases employment before the employee's annual leave has become due, the employee will receive a pro rata amount of the employee's annual leave on full pay.
- 16.6.8 All employees will have their annual leave entitlement debited by the number of working days between Christmas Day and New Years Day inclusive when there is a compulsory closure of Government establishments over the Christmas/New Year period.
- 16.6.9 Employees who are engaged in services that require continuous operation and who receive additional annual leave for continuous shift work, are not to be required to participate in the compulsory closure arrangements over the Christmas/New Year period.

## **16.7 Public holidays**

- 16.7.1 All work done by any employee during an ordinary shift on Good Friday, the 25th of April (Anzac Day), Christmas Day, New Year's Day, the 26th of January, Easter Monday, the birthday of the Sovereign and Boxing Day or on any days appointed under the *Holidays Act 1983* to be kept in place of any such holiday, will be paid for at one and a-half times the ordinary rate, provided that work performed on these days by employees not normally required to work on public holidays will be paid for at the rate of double-time and a-half.
- 16.7.2 All employees covered by this Award will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and, in addition, a payment for the time actually worked by the employee at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.
- 16.7.3 All work done by employees in a District specified from time to time by the Minister responsible for the *Holidays Act 1983* by notification published in the Gazette on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such District, will be paid for at the rate of double-time and a-half.
- 16.7.4 All work done by any employee on Easter Saturday (the day after Good Friday) will be paid for at the rate of double-time and a-half.
- 16.7.5 For the purpose of clause 16.7.5, where the rate of wages is a weekly rate, double-time and a-half will mean one and a-half day's wage in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 16.7.6 Should Labour Day, Show Day or Easter Saturday occur during the period of an employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring.
- 16.7.7 Where an employee is rostered off duty on Labour Day or Show Day or Easter Saturday, the employee will be paid an additional day's wage or will 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 will be added to the employees annual leave for each day on which the employee is rostered off.

## **16.8 Extra payments - weekend work**

- 16.8.1 All time worked up to 10 rostered ordinary hours in any one shift between midnight Friday and midnight Saturday, will be paid at one and a-half times the ordinary rate and between midnight Saturday and midnight Sunday, will be paid at the rate of time and three-quarters.
- 16.8.2 Where more than rostered ordinary hours are worked in any one shift during the above period, double ordinary rates will be paid for all time in excess of those hours. Clause 16.8.2 operates to the exclusion of clause 6.9.4(e).

## **SCHEDULE 1 - CLASSIFICATIONS AND DEFINITIONS**

### **S1.1 Introduction**

- S1.1.1 All nursing and midwifery positions must use the titles as listed within the generic level statements. Descriptors may be added to the title to provide more detail of what the position entails, for example, Nurse Unit Manager - Oncology, ADON-Quality, etc. "Midwife" may be used interchangeably with the word "nurse".
- S1.1.2 Service levels provided within a facility, as determined by the Queensland Health Clinical Services Capability Framework, are utilised as a criterion to assist determine the band levels for nursing positions classified at Grade 9 and above.

### **S1.2 Definitions**

- S1.2.1 "In service training" means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the employer. These activities should contribute to an employee's professional development and efficiency by:

- the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or
- reducing the degree of direct supervision required by the employee; and/or
- 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.

- S1.2.2 Supervision means, subject to the regulations and/or bylaws of the Australian Health Practitioner Regulation Agency, the oversight, direction, instruction, guidance and/or support provided to an employee by a registered nurse or midwife, Nurse Grade 5 and above. The registered nurse or midwife is responsible for ensuring such an employee is not placed in situations where they would be required to function beyond the employees preparation and competence.

Specifically:

- "direct supervision" means the employee works side by side continuously with a registered nurse/midwife, Nurse Grade 5 and above responsible for observing and directing the employees activities in circumstances where, in the judgement of the registered nurse/midwife, Nurse Grade 5 and above, such an arrangement is warranted in the interests of safe and/or effective work practice;
- "indirect supervision" means such other supervision provided to an employee assuming responsibility for functions delegated by a registered nurse/midwife, Nurse Grade 5 and above in circumstances where, in the judgement of the registered nurse/midwife, Nurse Grade 5 and above accountable for such delegation, direct supervision of the employee is not required.

- S1.2.3 A Nurse Practitioner Candidate is a registered nurse employed in a designated position established by the District and is enrolled in an accredited university program leading to endorsement as a nurse practitioner.

### **S1.3 Assistant in Nursing, Nurse Grade 1 - Generic Level Statement**

An Assistant in Nursing is an employee appointed to that classification which covers work, under the direction and supervision of a registered nurse, Nurse Grade 5 and above, by an employee who is required to assist in the performance of nursing duties.

An Assistant in Nursing (AIN):

- works under the direction and supervision of a registered nurse, Nurse Grade 5 and above by assisting with the care of residents/patients as delegated by the registered nurse, Nurse Grade 5 and above;

- performs a range of duties which require basic skills, training or experience;
- works within a multidisciplinary team and demonstrates an understanding of the mission and values of the organisation;
- demonstrates a commitment to personal and professional development and ensures that skills and knowledge relating to work remain current; and
- contributes to the residents'/patients' care needs by:
  - gathering information about resident/patients care needs by observing the resident/patient and reporting to the registered nurse, Nurse Grade 5 and above to assist the registered nurse, Nurse Grade 5 and above to assess, plan and evaluate care;
  - performing and reporting procedures as delegated by the registered nurse, Nurse Grade 5 and above;
  - assisting with the resident's/patient's personal hygiene and appearance;
  - contributing to and maintaining the residents'/patients' care environment; and
  - contributing to the maintenance of a safe and secure environment for residents/patients and staff.

Assistant in Nursing - pay point progression:

- Progression within the AIN classification will occur upon completion of 12 months at the previous pay point (or the part-time/casual incremental advancement requirements of this Award), however:
  - AINs must have a relevant Certificate III qualification before progressing to pay point 3 with the exceptions mentioned in the grandparenting arrangements in the Nurses (Queensland Health) Certified Agreement (EB6) 2006;
  - AINs can only progress past Grade 1(2) upon completion of 12 months (or part-time/casual incremental advancement requirements) at that rate and have a Certificate III qualification. Where an AIN has 12 months or more at Grade 1(2) and obtains a Certificate III they will progress to Grade 1(3) as from the date of approval of the qualification;
  - The targeted training allowance for AINs is to be paid when an AIN has been at AIN Grade 1(6) for more than 12 months.

Twelve Month Trained Assistant in Nursing - Central Sterilising Supply Department (CSSD) is an employee who has undertaken a course of 12 months' duration in CSSD, and where the satisfactory completion of such training is, in the opinion of the employer, relevant in the performance of duties; and does not lead to enrolment on a register or roll maintained by the Australian Health Practitioner Regulation Agency.

The following is to apply in relation to pay point progression:

- Grade 3 - Pay point 1 means the pay point to which an employee is to be appointed as an Assistant in Nursing (CSSD) with the satisfactory completion of a course of training of 12 months' duration in CSSD leading to the possession of a qualification required by the employer.
- Grade 3 - Pay point 2 means the pay point to which an employee with the satisfactory completion of a course of training of 12 months' duration in CSSD is to progress from pay point 1, having been assessed as being competent at pay point 1.
- Grade 3 - Pay point 3 means the pay point to which an employee with the satisfactory completion of a course of training of 12 months' duration in CSSD is to progress from pay point 2, having been assessed as being competent at pay point 2.
- A 12 month trained Assistant in Nursing is not to be entitled to progress beyond pay point 3 of Grade 3, until such time as the employee satisfies the requirements for, and obtained enrolment, as an Enrolled Nurse.

#### **S1.4 Student in Nursing/Midwifery, Nurse Grade 2 - Generic Level Statement**

The Student in Nursing/Midwifery is a student of nursing or midwifery undertaking study and is in the second semester of second year or the final year of their university pre-registration nursing or midwifery qualification accredited by the Australian Health Practitioner Regulation Agency.

The Student in Nursing/Midwifery:

- works under the direct or indirect supervision of a registered nurse, Nurse Grade 5 and above by assisting with the care of residents/patients as delegated by the registered nurse, Nurse Grade 5 and above;
- performs a range of duties commensurate with the level of training and assessed competencies;
- works within a multidisciplinary team and demonstrates an understanding of the mission and values of the organisation;
- contributes to the residents'/patients' care needs; and
- is working towards obtaining nursing or midwifery qualifications, which will lead to registration with the Australian Health Practitioner Regulation Agency.

### **S1.5 Enrolled Nurse, Nurse Grade 3 - Generic Level Statement**

An Enrolled Nurse is an employee appointed to that classification which covers work by an employee:

- whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than a registered nurse, Nurse Grade 5 and above (as defined); and
- who is subject to the regulations and by-laws of the Australian Health Practitioner Regulation Agency and who holds a current annual licence certificate as such.

Pay point 1 (re-entry):

- Means the pay point to which an Enrolled Nurse who has been absent from nursing for a period of five years or more and who is no longer registered/enrolled with the Australian Health Practitioner Regulation Agency.
- An Enrolled Nurse undertaking a re-entry course will commence on Grade 3(1) rate during the period of training until the employee gains the appropriate competencies based on the Australian Nursing and Midwifery Council (ANMC) National Competency Standards for the Enrolled Nurse.
- Once an employee is deemed competent all service including the period of training will be recognised for previous service.

Pay Point 2:

- Means the pay point to which an Enrolled Nurse with satisfactory completion of a hospital based course of general training in nursing of more than 12 months' duration and/or 500 or more hours theory content or a course accredited at advanced certificate level (Certificate V or IV) leading to enrolment as an Enrolled Nurse.
- Progression beyond pay point 2 will occur upon completion of 12 months at the previous pay point (or the part-time/casual incremental advancement requirements of this Award).

### **S1.6 Enrolled Nurse (Advanced Practice), Nurse Grade 4 - Generic Level Statement**

An Enrolled Nurse (EN) (Advanced Practice) is an Enrolled Nurse who demonstrates advanced practice within each of the following 4 domains:

- Care Delivery/Clinical Responsibilities - The EN (Advanced Practice) will demonstrate a greater depth of knowledge and experience, and more effective integration of theory to practice. The EN (Advanced Practice) provides care at an advanced level under supervision of a registered nurse, Nurse Grade 5 and above and in accordance with the Australian Health Practitioner Regulation Agency's Scope of Nursing Practice Decision Making Framework. This would include ability to practise more autonomously with supervision by the registered nurse, Nurse Grade 5 and above being more often indirect rather than direct. The EN (Advanced Practice) would also collaborate with the registered nurse, Nurse Grade 5 and above in the development of nursing care plans and the provision of nursing care to complement the registered nurse, Nurse Grade 5 and above role.
- Learning and Inquiry - The EN (Advanced Practice) will demonstrate performance that enhances self professional development and professional development of others. This will include initiation of an ongoing professional development program for self, involvement in peer review and participation in activities related to the enhancement of context specific practice. The EN (Advanced Practice) will also contribute to clinical research at a unit level and contribute to and support the implementation of evidence based practice.
- Leadership Responsibilities - In the demonstration of leadership responsibilities, the EN (Advanced Practice) will act as a role model within the health care team. This would include contributing to the development, implementation and review of ward/service business plans. The EN (Advanced Practice) will also provide support and direction, within their level of competence, to other Enrolled Nurses and Assistants in Nursing. The EN (Advanced Practice) may also take responsibility for unit activities other than direct patient care for example, workplace health and safety officer, manual handling coordinator.
- Networks, Partnerships and Teamwork Responsibilities - The role requires the EN (Advanced Practice) to demonstrate sound and effective communication skills with members of the health team, patients, families, visitors and staff from other agencies. This would include initiating, maintaining and using team networks in a mature, confident and assertive manner to achieve positive patient outcomes. The EN (Advanced Practice) also participates in local and District projects, activities and committees as appropriate.

### **S1.7 Registered Nurse, Nurse Grade 5 - Generic Level Statement**

- A Registered Nurse is a nurse 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 Australian Health Practitioner Regulation Agency 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.

Responsibilities:

The Registered Nurse provides nursing care based on the ANMC National Competency Standards to a group of patient/clients in collaboration with other health service providers.

These ANMC National Competency Standards competencies are grouped into 4 domains:

- Professional and Ethical Practice - A Registered Nurse demonstrates a satisfactory knowledge base, accountability for practice, functioning in accordance with legislation affecting nursing, and the protection of patients'/clients' rights.
- Critical Thinking and Analysis - A Registered Nurse undertakes self-appraisal, professional development and the value of evidence and research for practice. Reflecting on practice, feelings and beliefs and the consequences of these for patients/clients, is considered an important professional benchmark.
- Provision and Coordination of Care - A Registered Nurse is required to assess patients/clients, as well as plan, implement and evaluate their care.
- Collaborative and Therapeutic Practice - Competencies are essential for establishing and sustaining the nurse/patient relationship. It integrates the maintenance of safety, skills in interpersonal and therapeutic relationships, and communication as well as organisational skills to ensure the provision of care. It also includes the ability to interact with other members of the health care team.

Re-entry:

- Means the pay point to which a Registered Nurse who has been absent from nursing for a period of five years or more and who is no longer registered with the Australian Health Practitioner Regulation Agency. Those Registered Nurses undertaking a re-entry course (or restoration pathway) will commence on Grade 5 (re-entry) rate during the period of training until the employee gains the appropriate competencies based on the ANMC National Competency Standards for the Registered Nurse.
- Once the employee is deemed competent all service including the period of training will be recognised for previous service.

Pay Point 1:

- Means the pay point to which a Registered Nurse who has attained an undergraduate degree in nursing; or registration in another branch of nursing where the employee is working in a particular practice setting which require additional registration; or successful completion of a post-registration course of at least 12 months' duration to which the course is directly relevant.
- Progression beyond pay point 1 will occur upon completion of 12 months at the previous pay point (or the part-time/casual incremental advancement requirements of this Award).

### **S1.8 Midwife, Nurse Grade 5 - Generic Level Statement**

- A Midwife (Only) is a midwife who has attained a sole undergraduate degree in midwifery and is licensed by the Australian Health Practitioner Regulation Agency to practise midwifery without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe midwifery practice and/or unprofessional conduct.
- The degree of expertise will increase as the Midwife (Only) advances through Grade 5.

Responsibilities:

A Midwife (Only) provides care based on the ANMC National Competency Standards to a group of clients in collaboration with other health service providers.

The ANMC National Competency Standards competencies are grouped into 4 domains:

- Legal and Professional Practice - This domain contains the competencies that relate to legal and professional responsibilities including accountability, functioning in accordance with legislation affecting midwifery and demonstration of leadership.
- Midwifery knowledge and practice - This domain contains the competencies that relate to the performance of midwifery practice including assessment, planning, implementation and evaluation. Partnership with the women is included in this domain.

- Midwifery as primary health care - This domain contains the competencies that relate to midwifery as a public health strategy. Included are the notions of self determination and the protection of individual and group rights.
- Reflective and ethical practice - This domain contains the competencies relating to self appraisal, professional development and the value of research.

Re-entry:

- Means the pay point to which a midwife who is authorised to practice midwifery has been absent from midwifery for a period of five years or more and who are no longer registered with the Australian Health Practitioner Regulation Agency. Those midwives undertaking an approved re-entry course (or restoration pathway) provided by the Australian Health Practitioner Regulation Agency will commence on Grade 5 (re-entry) rate during the period of training until the employee gains the appropriate competencies based on the ANMC National Competency Standards for the Midwife.
- Once the employee is deemed competent all service, including the period of training, will be recognised for previous service.

Pay Point 1

- Means the pay point to which a midwife who has attained an undergraduate degree in midwifery or has successfully completed a post-registration course at least 12 months' duration to which the course is directly relevant.
- Progression beyond pay-point 1 will occur upon completion of 12 months at the previous pay point (or the part time/casual incremental advancement requirements of this Award).

#### **S1.9 Clinical Nurse/Midwife, Nurse Grade 6 - Generic Level Statement**

- A Clinical Nurse/Midwife means a registered nurse or midwife who is appointed as such.
- The Clinical Nurse/Midwife role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge base in relation to a field of practice. The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.
- A Clinical Nurse/Midwife is responsible for a specific client population, and is able to function in more complex situations while providing support and direction to a Registered Nurse and other non-registered nursing personnel.
- The Clinical Nurse/Midwife identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.

The Clinical Nurse/Midwife is able to demonstrate the following:

- advanced level clinical skills and problem-solving skills;
- planning and coordination skills in the clinical management of patient care;
- ability to work without a collegiate/team structure;
- awareness of and involvement with quality; and
- contribution to professional practice related to area of expertise.

Responsibilities:

- provides nursing care to a group of patients/clients;
- acts as a role model for Registered Nurses and other non-licensed personnel in the provision of holistic patient/client care; and
- takes additional responsibility which clearly differentiates the role from that of the Registered Nurse.

#### **S1.10 Nurse Grade 7 - Generic Level Statement**

A registered nurse may be appointed to an advanced practice position as identified below. Specific leadership roles and responsibilities of each of these advanced practice positions may include, but are not limited to the following:

- integrates key objectives from the Strategic Plan (facility/division, clinical service) into service delivery for a clinical unit /departments;
- overall coordinates, formulates and directs policies relating to the provision of nursing care or speciality services which includes integration of patient care across the continuum of care (inpatient and ambulatory care);

- operationalises the strategies (across a facility/division/clinical service) for a work based culture that promotes and supports education, learning, research and workforce development;
- implements education and applies research initiatives at the unit/division/clinical services/facility level;
- integrates the strategic direction and priorities for quality improvement into a clinical service that establishes a quality framework which confirms/supports the direction a nursing service will take; and
- manages change at a local level.

#### Clinical Nurse Consultant:

A Clinical Nurse Consultant is a registered nurse who is accountable at an advanced practice level for the coordination of clinical practice delivered in a clinical specialty and who:

- applies specialised nursing knowledge relevant to area of professional practice;
- demonstrates sound knowledge of contemporary nursing practice and theory;
- participates directly or indirectly in the delivery of clinical care to individuals/groups;
- ensures clinical practice is evidence based to facilitate positive patient outcomes; and
- has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

#### Nurse Unit Manager:

A Nurse Unit Manager is a registered nurse who is accountable at an advanced practice level for the coordination of clinical practice and the provision of human and material resources in a specific patient/client area and who:

- has ability to lead a nursing team in a multidisciplinary environment utilising the principles of contemporary human, material and financial resource management;
- demonstrates sound knowledge of contemporary nursing practice and theory;
- participates directly or indirectly in the delivery of clinical care to individuals/groups;
- ensures clinical practice is evidence based to facilitate positive patient outcomes; and
- has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

#### Nurse Manager:

A Nurse Manager is a registered nurse who is accountable at an advanced practice level for the provision of human and material resources either supporting a division or a specific patient/client area or systems or service and who:

- provides nursing expertise in a specialist area of nursing management (for example. Patient Flow, Informatics, After Hours Nurse Management);
- demonstrates sound knowledge of contemporary nursing practice and theory;
- integrates the principles of contemporary human, material and financial resource management into service delivery; and
- has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

#### Nurse Educator:

A Nurse Educator is a registered nurse who is accountable at an advanced practice level for the design, implementation and assessment of nursing education programs, managing educational resources and provides nursing expertise relating to educational issues within a nursing service/division/facility/Health Service District and who:

- integrates the principles of contemporary nurse education into nursing practice;
- demonstrates sound knowledge of contemporary nursing practice and theory; and
- has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

#### Nurse Researcher:

A Nurse Researcher is a registered nurse who is accountable at an advanced practice level for the development, coordination, implementation and evaluation of nursing research projects/programs to ensure clinical practice within the designated area is evidence based and who:

- ensures the principles of contemporary research are integrated into nursing practice;
- demonstrates sound knowledge of contemporary nursing practice and theory; and
- has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

#### Public Health Nurse:

A Public Health Nurse is a registered nurse appointed to that position who is accountable at an advanced practice level for surveillance, prevention and control of communicable disease at a population level across multiple Health Service Districts and who:

- applies specialised nursing knowledge to the prevention and control of communicable diseases;
- participates directly and/or indirectly in the investigation, contact tracing and management of individuals and groups who have communicable disease or have had a potential exposure;
- participates in multidisciplinary, intersectoral teams to develop whole of population strategies to manage and contain disease outbreaks that are a threat to public health;
- provides education and advice to internal and external health service providers on prevention and control of communicable disease including immunisation;
- ensures practice is evidence based to facilitate positive outcomes for the individual, community and population;
- demonstrates sound knowledge of contemporary nursing practice and theory; and
- has sound knowledge and the ability to apply relevant legislation, guidelines and standards.

#### **S1.11 Nurse Practitioner, Nurse Grade 8 - Generic Level Statement**

Nurse Practitioner:

A Nurse Practitioner is a registered nurse appointed to that position and who has been endorsed to practise as a Nurse Practitioner by the Australian Health Practitioner Regulation Agency.

A Nurse Practitioner is educated to function autonomously and collaboratively in an advanced and expanded (or extended) clinical role. The role includes assessment and management of clients using nursing knowledge and skills and may include, but is not limited to:

- the direct referral of clients to other health care professionals;
- prescribing medications; and
- ordering diagnostic investigations.

#### **S1.12 Assistant Director of Nursing or Nursing Director, Nurse Grade 9 - Generic Level Statement**

An Assistant Director of Nursing or Nursing Director is a registered nurse who demonstrates clinical and management expertise. The Assistant Director of Nursing or Nursing Director is responsible for the overall planning, coordination, formulation and direction of policies relating to the provision of clinical care, development of partnership models and strategies to support undergraduate and post-graduate education and research in the workplace. In addition, the Assistant Director of Nursing or Nursing Director is responsible for the provision of human and material resources for a clinical division, an assigned number of clinical units, District wide and/or Area Health Service and who:

- demonstrates expert and comprehensive knowledge of contemporary nursing practice;
- designs, develops and implements innovative standards relating to improving facility/divisional performance;
- demonstrates expertise in leadership. Specific leadership roles and responsibilities may include, but are not limited to the following:
  - participation in the development and integration of key objectives from the District strategic plan into service delivery for a district and/or facility and/or division;
  - participation in the development of strategies and policies on nursing/patient care and related service delivery issues across divisions and / or a division or within a community and/or aged care health service;
  - participation in the development of a strategy for a work based culture that promotes and supports education, learning, research and workforce development;
  - provision of strategic direction and priorities for quality improvement into a clinical service that establishes a quality framework which confirms/supports the direction a nursing service (District/facility) will take; and
  - management of change at a facility/divisional level.
- demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include but are not limited to the following:
  - implementation of the HR Framework across a facility and/or division and/or community and/or aged care health service and identifies opportunities to realise enhanced performance, recruitment and retention of nurses and career succession planning;

- responsibility for functional planning for capital works and asset equipment at a division/program/service level;
- coordination of the use of equipment and material resources across a facility and/or division and/or aged care facility and/or community health service; and
- accountable or jointly accountable for the operational budget for a division and/or aged care facility and/or community health service.

### **S1.13 Director of Nursing, Nurse Grade 10 - Generic Level Statement**

May also be titled Director of Nursing - Facility Manager where relevant.

A Director of Nursing is a registered nurse who demonstrates expertise in clinical practice and management. The Director of Nursing is responsible for the activities of the nursing service in a facility and contributes to the development of facility policy. The Director of Nursing is accountable for nursing practice within a facility, leadership of the nursing service, effective coordination of resources and the development of health strategies (in collaboration with others) and who:

- demonstrates expert and comprehensive knowledge of contemporary nursing practice;
- demonstrates expertise in strategic leadership. Specific leadership roles and responsibilities may include, but are not limited to the following:
  - development of a strategic approach to the integration and coordination of policy development and service delivery for a facility;
  - development of strategies and policies on nursing/patient care and related service delivery issues within a facility;
  - development of a vision strategy for a work-based culture that promotes and supports education, learning, research and workforce management;
  - development of effective liaison with external facilities/agencies to facilitate undergraduate and post graduate education and research;
  - provision of strategic direction and priorities for quality improvement that establishes a quality framework which supports the direction a nursing service will take; and
  - management of change.
- demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include but are not limited to the following:
  - implementation of the HR framework across a facility/community/aged care service and identification of opportunities to realise enhanced performance, recruitment and retention of nurses and career succession planning;
  - responsibility for functional planning for capital works and asset equipment at a facility level and/or coordination of the use of equipment and material resources across a facility and/or aged care facility and/or community health service; and
  - accountability or joint accountability for the operational budget for a facility and/or aged care facility and/or community health service.

### **S1.14 District Director of Nursing, Nurse Grade 11 - Generic Level Statement**

A District Director of Nursing is a registered nurse who is a collaborative partner on the District Health Service Executive in the planning of health services and the associated budgetary accountabilities. This position has a District wide responsibility to strategically develop the nursing workforce/service to optimise patient and staff outcomes. The District Director of Nursing:

- demonstrates expert and comprehensive knowledge of all aspects of the nursing profession at a state, national and international level;
- demonstrates ability to identify, evaluate and incorporate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health service;
- demonstrates expertise in policy, guideline and standard development, design and implementation;
- strategically is responsible for the coordination of the direction of nursing services from a District perspective;
- demonstrates expertise in strategic leadership. Specific leadership roles and responsibilities may include, but are not limited to the following:
  - development of a strategic approach to the integration and coordination of policy development and service delivery for a District;

- development of a District wide vision and strategy for a work-based culture that promotes and supports education, learning, research and workforce management;
  - negotiation and communication with external education facilities/agencies to develop and support infrastructure for effective and sustainable undergraduate and postgraduate education and research;
  - provision of strategic direction and priorities for quality improvement that establishes a quality framework which supports the nursing service direction a District will take; and
  - management of change utilising a Strategic Development Framework.
- demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include but are not limited to the following:
    - development and evaluation of a Human Resource Framework to ensure an environment that enhances recruitment and retention of nurses and facilitates succession planning for staff at a District level;
    - responsibility for functional planning for capital works and asset equipment management in a District; and
    - accountability or joint accountability for an operational budget for a facility (may be responsible for District financial performance).

#### **S1.15 Executive/District Director of Nursing, Nurse Grade 12 - Generic Level Statement**

An Executive Director of Nursing is a registered nurse who is an equal and collaborative partner on the District Health Service Executive in the planning of health services and the associated budgetary accountabilities. This position may also have an Area Health Service responsibility to strategically develop the nursing workforce/service to optimise patient and staff outcomes.

The Executive Director of Nursing, Nurse Grade 12:

- demonstrates expert and comprehensive knowledge of all aspects of the nursing profession at a state, national and international level;
- identifies, evaluates and incorporates emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services;
- has expertise at a higher level in policy, guidelines and standards development, design and implementation;
- demonstrates expertise in strategic leadership. Specific leadership roles and responsibilities may include, but are not limited to the following:
  - development of a strategic approach to the integration and coordination of policy development and service delivery for a District and/or Area;
  - development of a vision (District and/or Area wide) and strategy for a work based culture that promotes and supports education, learning, research and workforce development;
  - establishment of a strategic direction and negotiation and communication with external education facilities/agencies to develop and support infrastructure for effective and sustainable undergraduate and postgraduate education and research;
  - provision of strategic direction and priorities for quality improvement that establishes a quality framework which supports the direction a nursing service in an Area/District will take; and
  - management of change utilising a Strategic Development Framework.
- demonstrates expertise in human, material, financial and resource management. Specific human, material, financial and resource management roles and responsibilities may include but are not limited to the following:
  - responsibility for a strategic approach to developing and implementing contemporary human resource management policies and practices to optimise the organisations environment;
  - strategic input into capital works and major asset/equipment management;
  - responsibility for District financial performance;
  - designs, develops and implements innovative standards relating to improving District and/or Area Health Service performance; and
  - strategically coordinates the direction of nursing services from a District and/or Area Health Service perspective.
- has the ability to strategically plan for the provision of clinical services within a multidisciplinary and dynamic environment.

#### **SCHEDULE 2 - WAGE RATES**

Classification Level				Wage Rates as at 1 December 2011	
Title	Nurse Grade	Band	Paypoint	Annual Salary	Fortnightly Salary
Assistant in Nursing	Nurse Grade 1 (AIN)		1	40,526.70	1,553.40
			2	41,547.00	1,592.50
			3	42,207.00	1,617.80
			4	43,316.00	1,660.30
			5	44,445.00	1,703.60
			6	45,030.00	1,726.00
Undergraduate Student Nurses/Midwives	Nurse Grade 2		2nd Year Students	41,547.00	1,592.51
			3rd Year Students	42,207.00	1,617.80
Enrolled Nurses	Nurse Grade 3 (EN)		1	44,456.00	1,704.00
			2	45,150.00	1,730.60
			3	45,864.00	1,758.00
			4	46,592.00	1,785.90
			5	47,367.00	1,815.60
Enrolled Nurse Advanced Practice	Nurse Grade 4 (ENAP)		1	48,792.00	1,870.20
			2	49,561.00	1,899.70
Registered Nurse Midwife (only)	Nurse Grade 5 (NO1)		Re-entry	49,561.00	1,899.70
			1	51,896.00	1,989.20
			2	54,356.00	2,083.50
			3	56,817.00	2,177.80
			4	59,279.00	2,272.20
			5	61,750.00	2,366.90
			6	64,221.00	2,461.60
			7	66,689.00	2,556.20
Clinical Nurse	Nurse Grade 6 (NO2)		1	67,831.00	2,600.00
			2	69,433.00	2,661.40
			3	71,046.00	2,723.20
			4	72,666.00	2,785.30
Clinical Nurse Consultant, Nurse Unit Manager, Nurse Educator, Nurse Manager or Nurse Researcher	Nurse Grade 7 (NO4)		1	83,388.00	3,196.30
			2	87,176.00	3,341.50
			3	89,352.00	3,424.90
Nurse Practitioner	Nurse Grade 8		1	93,941.00	3,600.80
			2	96,289.00	3,690.80
Assistant Director of Nursing/Nursing Director	Nurse Grade 9	1 (NO5)	1	98,092.00	3,759.90
			2	102,869.00	3,943.00
		2 (NO6)	1	109,819.00	4,209.40
		3 (NO7)	1	120,943.00	4,635.80
Director of Nursing	Nurse Grade 10	1 (NO4)	1	95,898.00	3,675.80
			2	100,252.00	3,842.70
			3	102,757.00	3,938.70
		2 (NO5)	1	98,092.00	3,759.90
Classification Level				Wage Rates as at 1 December 2011	
Title	Nurse Grade	Band	Paypoint	Annual Salary	Fortnightly Salary

Classification Level				Wage Rates as at 1 December 2011	
Title	Nurse Grade	Band	Paypoint	Annual Salary	Fortnightly Salary
			2	102,869.00	3,943.00
		3 (NO6)	1	109,819.00	4,209.40
		4 (NO7)	1	120,943.00	4,635.80
District Director of Nursing	Nurse Grade 11	1 (NO5)	1	98,092.00	3,759.90
			2	102,869.00	3,943.00
		2 (NO6)	1	109,819.00	4,209.40
		3 (NO7)	1	120,943.00	4,635.80
		4 (NO8)	1	129,498.00	4,963.70
Executive Director of Nursing	Nurse Grade 12	(NO9)	1	157,528.00	6,038.10

### **SCHEDULE 3 - MIDWIFERY MODELS OF CARE DEFINITIONS**

#### **S3.1 Models of care definitions**

S3.1.1 "Midwifery Models of Care" are models of maternity services in which midwives are primary caregivers. These services may include midwife clinics, community midwifery, team midwifery and birth centres.

S3.1.2 "Continuity of Midwifery Care" is a consistent philosophy requiring an organisational structure around which this type of care is provided. Models of continuity of care fall into 2 general categories:

(a) Caseload; and

(b) Team Midwifery.

S3.1.3 "Caseload Midwifery Model" also referred to as "Group Practice" is a small group of midwives (2 or 3) with a focus on continuity of carer approach and who provide antenatal, intrapartum and postnatal care for a defined number of women.

S3.1.4 "Team Midwifery Model" is a team of midwives (6 - 8) who collaborate to provide antenatal, intrapartum and postnatal care for a defined group of women. It is a model of maternity care provided by a team of midwives who may provide continuity of care through pregnancy, labour and birth and early parenting.

S3.1.5 "Core Midwives" are midwives within a maternity unit who do not participate in team midwifery or caseload/group practice models. Core midwives may be based in one area (antenatal, labour and birth or postnatal) and may not necessarily follow the same group of women throughout the child bearing period.

#### **S3.2 Local arrangements**

S3.2.1 Before a midwifery model of care is developed in a facility, a working group should be established. The working group should include representative midwives, Queensland Health Managers, the Queensland Nurses' Union of Employees (QNU) and other key stakeholders to consider the appropriate midwifery model. The working group should take into consideration consumers' and community needs.

S3.2.2 Districts will develop local agreements to support the agreed midwifery model of care. Districts will review and analyse the service provided on an ongoing basis. The review process should be built into the local agreements. Local agreements must be sent to Human Resources Services Division and the QNU for final review before implementation.

#### **S3.3 Industrial framework for a caseload model of care**

##### *S3.3.1 Participation*

Participation in a caseload model of care will be voluntary. Midwives who do not participate in the caseload model will not be paid an annualised salary, as outlined in clause S3.3.4 and will be paid in accordance with the award/agreement provisions for time worked.

### S3.3.2 *Reversion*

Midwives who participate in a caseload model and receive an annualised salary may revert to payment on the basis of time worked. In such cases the midwife should provide 4 weeks notice of their intention to return to payment on the basis of actual time worked. In exceptional circumstances the employer may waive the giving of 4 weeks' notice.

### S3.3.3 *Caseload*

- (a) The caseload will equate to an employee working 38 hours per week, that is, a full-time midwife, and will be based on a full-time midwife providing full care to 40 clients in a 12 month period. Part-time employees will be designated a caseload on a proportional basis.
- (b) The parties acknowledge that the caseload of a midwife may vary depending upon the nature of the midwifery service, the skills mix of the midwives within the midwifery service and the risk profile of the clients. Accordingly the determination of specific caseloads within a particular service will be determined during the consultation for the local agreement.
- (c) A rural/remote caseload model providing an extended service, such as lactation consultant, pap smear and/or immunisation provider, in addition to antenatal and postnatal care for at risk women (for example indigenous women or socially disadvantaged groups) may have a caseload less than 40 per year per full-time midwife.

### S3.3.4 *Annualised salary*

- (a) Midwives working in a caseload model are to be paid an annualised salary in recognition of flexible patterns of work to provide continuity of care. The annualised salary is the ordinary rate of pay as set out in Schedule One and an all purpose loading of 27.5%, which is in compensation for ordinary hours worked and for the following:
  - (i) public holiday penalty rates;
  - (ii) Saturday shift penalty rates;
  - (iii) Sunday shift penalty rates;
  - (iv) afternoon shift penalty rates;
  - (v) night shift penalty rates;
  - (vi) meal allowances relating to overtime;
  - (vii) overtime payments, except as provided for in Clause S3.3.6(a), (excess hours), including recall payments;
  - (viii) on call allowances; and
  - (ix) annual leave loading on 5 weeks' annual leave.
- (b) Six months after a caseload model is adopted at a centre, the adequacy of the annualised salary loading will be reviewed in accordance with agreed criteria.
- (c) Midwives working in a team or core midwifery model are not eligible for an annualised salary.

### S3.3.5 *Patterns of work*

- (a) Midwives working in a caseload model will organise their own hours of work in consultation with their Line Manager (Nursing), provided that they are able to meet the assessed needs of clients.
- (b) Midwives will not be required to work for periods longer than 8 hours and can choose to hand over care of the clients at that time. The midwife will have the discretion to work up to, but not longer than 12 hours to meet the needs of the client.
- (c) Each midwife will have a period of at least 8 hours, within any 24 hour period, continuously free of duty other than on call and recall.
- (d) Each midwife will have an average of 4 days off duty per fortnight, with at least 2 consecutive days free of planned work and on call or recall.
- (e) Midwives will not be permitted to work for more than 7 days in succession other than where the midwife is recalled to work.

### S3.3.6 *Excess hours*

- (a) The hours of work will be averaged over an 8 week cycle. The first 30 hours worked in excess of 304 hours in an 8 week cycle will be taken as time off in lieu (TOIL). Hours worked in excess of 334 will be paid at the overtime rate of time and a-half for the first 3 hours and double-time thereafter. The midwife may elect to take TOIL instead of overtime payments.
- (b) A maximum of 30 hours TOIL may be carried from one 8 week cycle to the next. The Line Manager (Nursing) may approve TOIL above 30 hours in exceptional circumstances, provided the hours in excess of 30 are taken in the next work cycle.

#### S3.3.7 *Debit carryover*

- (a) A maximum TOIL debit of 16 hours is allowed at any one time and may be carried over from one 8 week cycle to the next.

#### S3.3.8 *Time records*

- (a) Midwives will be required to keep accurate records of all time worked including travel time, administrative work, staff development and other non-clinical activity.

#### S3.3.9 *Review of workloads*

- (a) Where a midwife works above or below the accepted range of hours (288 hours to 334 hours) the Line Manager (Nursing) is to review the midwife's hours of work and ensure that future hours do not fall above or below the accepted range of hours which underpin the annualised salary.

#### S3.3.10 *Annual leave*

- (a) Annual leave is 6 weeks per year and the all purpose loading provided in S.3.3.4 is paid for the entire period of leave.

Dated 16 May 2011.

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

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State 2011  
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