

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

NURSES (QUEENSLAND PUBLIC HEALTH SECTOR) AWARD 2004

**Note: This award supersedes the Nurses (Queensland and Public Health Sector) Award 1992 [AW790771].**

This award as consolidated at 1 July 2004 comprises pages:

**1 2 3 4 5 6 7 8 9 10**

**11 12 13 14 15 16 17 18 19 20**

**21 22 23 24 25 26 27 28 29 30**

**31 32 33 34 35 36 37 38 39 40**

**41 42 43 44**

Schedule

**45 46 47 48 49 50 51 52 53 54**

**55 56 57 58 59 60 61 62 63 64 65**

<Total number of pages = 66>

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 6 of 1999)

**NURSES (QUEENSLAND PUBLIC HEALTH SECTOR) AWARD 1992**

(ODN C No. 30537 of 1991)

[AW790771 Print K5434]

Health and welfare services

COMMISSIONER RICHARDS

BRISBANE, 1 JULY 2004

*Award simplification.*

**ORDER**

A. Further to the decision issued by the Commission on 1 July 2004 [PR948727] the above award is varied as follows:

By deleting all clauses, schedules and appendices and inserting the following:

**SECTION A – COMMON CONDITIONS**

This Section applies in the terms provided in clause 5 – Application of award.

**PART 1 - APPLICATION AND OPERATION OF AWARD**

**1. AWARD TITLE**

This award is known as the Nurses (Queensland Public Health Sector) Award 2004.

**2. ARRANGEMENT**

**Section A – Common conditions**

**Part 1 - Application and operation of award**

1. Award title
2. Arrangement
3. Anti-discrimination
4. Date and period of operation
5. Application of award
6. Supersession and savings
7. Definitions

## **Part 2 – Award flexibility**

8. Enterprise flexibility provisions

## **Part 3 – Communication, consultation and dispute resolution**

9. Grievance procedures

## **Part 4 - Employer and employees' duties, employment relationship and related matters**

10. Employment categories
11. Termination of employment
12. Redundancy

## **Part 5- Wages and related matters**

13. Classifications and rates of pay
14. Safety net adjustment
15. Federal minimum wage
16. Progression within classifications
17. Accelerated advancement registered nurses
18. Recognition of previous service
19. Recognition of temporary service
20. Payment of salaries
21. On-call, recall and overtime - Registered Nurses, Enrolled Nurses and Pupil Nurses

## **Part 6 – Hours of work, breaks, overtime, shift work, weekend work**

22. Hours of duty
23. Length of shifts
24. Rosters
25. Breaks between shifts
26. Meal breaks
27. Overtime – Registered Nurses, Enrolled Nurses, Pupil Nurses and Student Nurses
28. Overtime – Assistants in Nursing
29. Rest pauses

## **Part 7 – Leave of absence**

30. Calculation of annual leave pay
31. Sick leave
32. Bereavement leave
33. Family leave
34. Special leave

## **Section B - Psychiatric hospitals etc.**

35. Application of Section B
36. Artisan's work
37. Special payment
38. Board and lodging
39. Locality allowance
40. Performance of higher duties
41. Protective appliances
42. Uniforms
43. Change of shifts
44. Mutual change of leave days and working shifts
45. Roster changes
46. Meal breaks
47. Meal allowance
48. Overtime for cancelled shifts
49. Escort and patient retrieval duty
50. Extra payment for afternoon and night shifts – Registered Nurses, Enrolled Nurses, Pupil Nurses and Student Nurses
51. Extra payment for afternoon and night shifts – Assistants in Nursing
52. Extra payment for weekend work – Registered Nurses, Enrolled Nurses, Pupil Nurses and Student Nurses
53. Extra payment for weekend work – Assistants in Nursing
54. Annual leave
55. Public holidays

## **Section C - Public service**

56. Application of Section C
57. Application of the Public Service Act and Regulations
58. Customs and practices
59. Conditions of appointment and probationary service
60. Transfer of officers
61. Allowances to officers on transfer
62. Allowances to relieving officers
63. Daily travelling allowance
64. Equipment allowances
65. Locality allowances
66. Performance of higher duties
67. Meal breaks
68. Meal allowance

## **Section D - Senior nursing staff: psychiatric hospitals**

69. Application of Section D
70. Special payment
71. Board and lodging
72. Uniforms
73. Change of shifts
74. Mutual change of leave days and working shifts
75. Roster changes
76. Meal breaks
77. Annual leave
78. Public holidays

## **Section E - Certain employees - alcohol and drug dependence services**

79. Application of Section E
80. Clothing allowance
81. Daily travelling allowance
82. Higher duties allowance
83. Locality allowance
84. Change of shifts
85. Mutual change of leave days and working shifts
86. Roster changes
87. Meal breaks
88. Meal allowance
89. Extra payments – afternoon and night shifts
90. Extra payments – weekend work
91. Annual leave
92. Public holidays

## **Schedule A – Enrolled Nurses and Twelve Month Trained Assistants in Nursing – definitions, progression and accelerated advancement**

## **Schedule B - Registered Nurses generic level statements**

### **3. ANTI-DISCRIMINATION**

- 3.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**3.3** Nothing in this clause is taken to affect:

**3.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

**3.3.2** junior rates of pay;

**3.3.3** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

**3.3.4** the exemptions in s.170CK(3) and (4) of the Act.

#### **4. DATE AND PERIOD OF OPERATION**

This award comes into effect from 1 July 2004 and remains in force for a period of 12 months.

#### **5. APPLICATION OF AWARD**

**5.1** This award is binding upon the Australian Nursing Federation, its members; and upon the employer being the Queensland Department of Health (Queensland Health) and its employees other than those employees to whom the Nurses (Queensland Public Hospitals) Award 2004 applies provided that:

##### **5.1.1 Section A – Common conditions**

Part 1 to Part 7 of Section A applies to all employees;

**5.1.2** Section B - Psychiatric Hospitals etc. applies to the work and employment of all employees for whom provision is made in that section under 35.1:

**5.1.2(a)** employed at or in connection with the Eventide Homes at Sandgate, Rockhampton and Charters Towers;

**5.1.2(b)** employed at or in connection with The Park (Wacol), Baillie Henderson (Toowoomba) and Mosman Hall (Charters Towers) psychiatric/mental health facilities; and

**5.1.2(c)** which work and employment was immediately prior to the commencement of this award regulated by or under the Psychiatric Hospitals Etc. Employees' Award - State, and/or the Nurses (Other than Public Hospitals) Interim Award Regional Health Authorities - State being awards of the Queensland Industrial Relations Commission.

**5.1.3** Section C - Public Service applies to the work and employment of:

**5.1.3(a)** Registered Nurses employed at or in connection with the Eventide Homes referred to in 5.1.2(a); and

**5.1.3(b)** Registered Nurses to which the Public Service Award - State and/or the Public Service (Remuneration) Interim Award - State and/or the Nurses (Other than Public Hospitals) Interim Award Regional Health Authorities - State (being awards of the Queensland Industrial Relations Commission) applied immediately prior to the commencement of this award;

**5.1.4** Section D - Senior Nursing Staff: Psychiatric Hospitals applies to the work and employment of:

**5.1.4(a)** Registered Nurses Levels 4 and 5 employed at or in connection with the facilities referred to in 5.1.2(b);

**5.1.4(b)** where such work and employment was immediately prior to the commencement of this award regulated by the Senior Administrative Nursing Staff Award - Division of Psychiatric Services and Eventides, Department of Health and/or the Nurses (Other than Public Hospitals) Interim Award Regional Health Authorities - State (being awards of the Queensland Industrial Relations Commission).

**5.1.5** Section E - Certain Employees - Alcohol and Drug Dependence Services, applies to the work and employment of employees employed in Alcohol and Drug Dependence Services to which the award for Certain Employees - Alcohol and Drug Dependence Services - Department of Health, and/or the Nurses (Other than Public Hospitals) Interim Award Regional Health Authorities - State (being awards of the Queensland Industrial Relations Commission) applied immediately prior to the commencement of this Award.

## **6. SUPERSESSION AND SAVINGS**

**6.1** The awards of the Queensland Industrial Relations Commission referred to in 5.1.2, 5.1.3, 5.1.4 and 5.1.5 are superseded by Section A, and by the section of the award to which the foregoing clauses respectively refer provided that no right, obligation or liability accrued under such awards or under the *Industrial Relations Act 1990* (Qld) will be affected by this supersession unless expressly stated or necessarily implied and further provided that this supersession applies only to matters for which provision is made in this Award.

**6.2** Except when inconsistent with this Award, the provisions of the Public Service Act 1922-1978 (Qld), Health Services Act 1991 (Qld), the Mental Health Service Act 1974 (Qld), the Public Service Management and Employment Act 1988-1990 (Qld), and the Public Sector Management Commission Act 1990 (Qld), the regulations and/or determinations made thereunder and the terms and conditions of service of employees as contained in the following:

**6.2.1** Department of Health Manual of Procedures;

**6.2.2** Department of Health Circulars;

- 6.2.3 Queensland Public Service Personnel Management Handbook;
- 6.2.4 Queensland Public Service Manual of Administrative Instructions; and
- 6.2.5 the award for Grievance Procedures for Queensland Public Sector Employees - State and the Annual Leave Loading - Continuous Shift Workers - Queensland Government and Regional Health Authorities - Industrial Agreement (being an award and industrial agreement respectively of the Queensland Industrial Relations Commission),
- 6.2.6 have full force and effect as they apply to employees to which this award applies and no amendment operates to diminish any benefits in the terms and conditions of employment of such employees as applicable at the date of its commencement.
- 6.3 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.

## 7. DEFINITIONS

### 7.1 Classifications of employees

- 7.1.1 **Assistant in Nursing** is an employee appointed to that classification which covers work under the direction and supervision of a Registered Nurse by an employee who is required to assist in the performance of nursing duties.
- 7.1.2 **Enrolled Nurse** is an employee appointed to that classification which covers work by an employee:
- 7.1.2(a) whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a Registered Nurse (as defined); and
  - 7.1.2(b) who is subject to the regulations and/or bylaws of the Queensland Nursing Council and who holds a current annual licence certificate as such.
  - 7.1.2(c) and whose progression, accelerated advancement and appeal processes are contained in Schedule A - Enrolled Nurses and Twelve Month Trained Assistants in Nursing – definitions, progression and accelerated advancement.
- 7.1.3 **Pupil Nurse** is an employee appointed to that classification which covers work by an employee who is pursuing an approved enrolled nursing course of study in a school of nursing accredited by the Queensland Nursing Council.

- 7.1.4 RN Level 1 - Registered Nurse** is an employee appointed to that classification which covers work by an employee who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 1 - Registered Nurse are described in the Generic level statements – refer Schedule B - Registered Nurses generic level statements.
- 7.1.5 RN Level 2 - Clinical Nurse** is an employee appointed to that classification which covers work by an employee appointed as such who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 2 - Clinical Nurse are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.6 RN Level 3 - Nurse Manager** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 3 - Nurse Manager are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.7 RN Level 3 - Clinical Nurse Consultant** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 3 - Clinical Nurse Consultant are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.8 RN Level 3 - Nurse Educator** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 3 - Nurse Educator are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.9 RN Level 3 - Nurse Researcher** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 3 - Nurse Researcher are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.10 RN Level 4 - Assistant Director of Nursing - Management** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 4 - Assistant Director of Nursing - Management are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.

- 7.1.11 RN Level 4 - Assistant Director of Nursing - Clinical** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 4 - Assistant Director of Nursing - Clinical are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.12 RN Level 4 - Assistant Director of Nursing - Education/Staff Development** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 4 - Assistant Director of Nursing - Education/Staff Development are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.13 RN Level 4 - Assistant Director of Nursing - Research** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current annual licence certificate. Roles and responsibilities of the Level 4 - Assistant Director of Nursing - Research are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.14 RN Level 5 - Director of Nursing** is an employee appointed to that classification which covers work by an employee, who is registered by the Queensland Nursing Council and holds a current-annual licence certificate. Roles and responsibilities of the Level 5 - Director of Nursing are described in the Generic level statements - refer Schedule B - Registered Nurses generic level statements.
- 7.1.15 Student Nurse** is an employee appointed to that classification which covers work by an employee who is pursuing an approved course of study in a school of nursing accredited by the Queensland Nursing Council.
- 7.1.16 Twelve Month Trained Assistant in Nursing** is an employee appointed to that classification which covers work by an employee who has undertaken a course of 12 months duration in a branch of nursing, where the satisfactory completion of such training:
- 7.1.16(a)** is, in the opinion of the employer required in the performance of duties;
  - 7.1.16(b)** does not lead to enrolment on a register or roll maintained by the Queensland Nursing Council; and
  - 7.1.16(c)** and whose progression, accelerated advancement and appeal processes are contained in Schedule A - Enrolled Nurses and Twelve Month Trained Assistants in Nursing – definitions, progression and accelerated advancement.

## 7.2 General Definitions

- 7.2.1** **Accrued day off** 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, such that employees may have one or more days off during that cycle.
- 7.2.2** **Chief executive** is as defined under the *Health Services Act 1991* (Qld) or where the context so admits a person prescribed in Schedule 1 of the *Public Service Act 1996* (Qld) or for the purposes of this award such other person to whom such Chief Executive has delegated specific authorities.
- 7.2.3** **Double time** means one day's wages in addition to the prescribed minimum rate, or pro rata if there is more or less than a day.
- 7.2.4** **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 four weekly work cycle.
- 7.2.5** **Psychiatric Hospitals** means the psychiatric/mental health facilities or hospitals known as The Park (Wacol), Baillie Henderson (Toowoomba) and Mosman Hall (Charters Towers).
- 7.2.6** **Service** means, unless otherwise specially stated, all continuous employment, whether temporary, probationary, or permanent.
- 7.2.7** **Shift worker** means an employee who is employed on shift work i.e. where work is done by separate relays of employees over a continuous period of not less than 16 hours per day.
- 7.2.8** **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.

## PART 2 – AWARD FLEXIBILITY

### 8. ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process applies:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace will be established.
- 8.2** For the purpose of the consultative process the employees may nominate the union or another to represent them.
- 8.3** Where agreement is reached an application will be made to the Commission.

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

### **9. GRIEVANCE PROCEDURES**

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

#### **9.1 Stage 1**

In the first instance the employee will inform such employee's immediate supervisor of the existence of the grievance and they will attempt to solve the grievance. It is recognised that an employee may wish to exercise the right to consult such employee's union representative or other employee representative during the course of Stage 1.

#### **9.2 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 or other employee representative during the course of Stage 2.

#### **9.3 Stage 3**

**9.3.1** 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 such employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Australian Nursing Federation (ANF).

**9.3.2** The chief executive will ensure that:

**9.3.2(a)** the aggrieved employee or such employee's ANF representative has the opportunity to present all aspects of the grievance;

**9.3.2(b)** the grievance will be investigated in a thorough, fair and impartial manner.

**9.3.3** The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the ANF in appointing an investigating officer. The appointed person will be other than the employee's supervisor or manager.

**9.3.4** If the matter is notified to the ANF, the investigating officer will consult with the ANF during the course of the investigation. The chief executive will advise the employee initiating the grievance, such employee's ANF representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

- 9.3.5** The chief executive may delegate such chief executive's grievance resolution powers under this clause to a nominated representative.
- 9.4** The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1** Discussion should take place between the employee and such employee's supervisor within 24 hours and the procedure will not extend beyond seven days.
- Stage 2** Not to exceed seven days.
- Stage 3** Not to exceed 14 days.
- 9.5** If the grievance is not settled the matter may be referred to the Commissioner for Public Sector Equity, or the Australian Industrial Relations Commission.
- 9.6** 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 whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

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

### **10. EMPLOYMENT CATEGORIES**

**10.1** Employees under this award may be engaged in the following employment categories:

- Full-time.
- Part-time (as defined in 10.2.1).
- Casual (as defined in 10.3.1).

#### **10.2 Part-time employees**

##### **10.2.1 Definition**

Part-time employee is an employee other than a casual employee, as defined in 10.3.1. The ordinary daily working hours shall be worked continuously and must be at least 4 consecutive hours and not more than full-time ordinary hours. Such hours must be fewer than an average full-time ordinary hours with the number of hours worked being fixed and constant over a weekly period.

### **10.2.2 Hours of work**

The spread of ordinary hours, including meal time provisions, for a part-time employee will be the same as those prescribed for a full-time employee under this award.

### **10.2.3 Rate of pay**

A part-time employee must be paid at 1/38th of the weekly rate as a full-time employee for performing duties of the same award classification. A part-time employee is also entitled to any allowances applicable based pro rata on the number of hours worked in relation to the ordinary full-time hours applicable to the classification.

### **10.2.4 Progression**

Progression within classification levels is in accordance with 16.2.

### **10.2.5 Leave of absence**

A part-time employee is entitled to the same leave provisions as those prescribed for a full-time employee on pro rata basis based upon the actual number of hours worked. Payment for such leave must be made according to the number of hours the employee would have worked on the day/s on which the leave was taken.

### **10.2.6 Public holidays**

A part-time employee is entitled to the public holiday provisions contained in the relevant section of this award. Payment must only be made for hours actually worked with the appropriate minimum payments applied where necessary. 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 on that day, must be paid for the hours which would otherwise have been worked on that day.

## **10.3 CASUAL EMPLOYEES**

### **10.3.1 Definition**

A casual is an employee, other than a part-time employee as defined in 10.2.1, who is engaged on an hourly basis for not more than 32 hours per week.

**10.3.2** A casual employee will be paid 23% in addition to the ordinary award rates of pay for the class of work upon which such employee is engaged. Each daily engagement will stand alone, with a minimum payment as for two hours' work made in respect to each engagement. Where applicable, a casual employee will be further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.

**10.3.3** In addition to the provisions of 10.3.2, a casual employee is also entitled to payment of any applicable award allowance based pro rata on the number of hours worked in relation to the ordinary hours of the award classification.

**10.3.4** Except in accordance with 10.3.2 and 10.3.3, a casual employee is not entitled to any other award payment.

## **11. TERMINATION OF EMPLOYMENT**

### **11.1 Termination by employer**

**11.1.1** The employer may dismiss an employee only if the employee has been given the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
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

**11.1.2** In addition to the notice in 11.1.1, employees 45 years old or over who have completed at least two years continuous service with the employer, shall be entitled to an additional week's notice.

**11.1.3** 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.

**11.1.4** 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 :

**11.1.4(a)** the ordinary working hours to be worked by the employee; and

**11.1.4(b)** the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and

**11.1.4(c)** any other amounts payable under the employee's employment contract.

**11.1.5** 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.

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

- 11.2.1** An employee must give two weeks' notice of termination.
- 11.2.2** 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.

## **11.3 Time off during notice period**

- 11.3.1** During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.
- 11.3.2** In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof described by clauses 54 -Annual leave, 57 - Application of the Public Service Act and Regulations, 77 - Annual leave and 91 - Annual leave, must not be considered as or nominated as notice for the purpose of termination of employment.
- 11.3.3** Where an employee ceases duty and has accrued credits, which have not been utilised 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.

## **12. REDUNDANCY**

### **12.1 Definition**

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.

### **12.2 Transfer to lower paid duties**

- 12.2.1** Where an employee is transferred to lower paid duties for reasons set out 12.1 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 11 - Termination of employment.
- 12.2.2** 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.

**12.2.3** The amounts must be worked out on the basis of:

- 12.2.3(a)** the ordinary working hours to be worked by the employee; and
- 12.2.3(b)** the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- 12.2.3(c)** any other amounts payable under the employee's employment contract.

### **12.3 Transmission of business**

**12.3.1** 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:

- 12.3.1(a)** the continuity of the employment of the employee must be deemed not to have been broken by reason of such transmission; and
- 12.3.1(b)** the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

**12.3.2** In 12.3, **business** includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and **transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

### **12.4 Time off during notice period**

**12.4.1** Where a decision has been made to terminate an employee in the circumstances outlined in 12.1, 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.

**12.4.2** 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.

## 12.5 Severance pay

**12.5.1** In addition to the period of notice prescribed for ordinary termination in 11.1, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in 12.1, is entitled to the following amounts of severance pay:

<b>Period of continuous service</b>	<b>Severance pay (weeks' pay)</b>
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

**12.5.2** **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.

## 12.6 Superannuation benefits

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

**12.6.1** the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and

**12.6.2** 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.

## 12.7 Employee leaving during notice

**12.7.1** An employee whose employment is terminated for reasons set out in 12.1, 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:

**12.7.2** In such circumstances the employee is not entitled to payment in lieu of notice.

## **12.8 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.

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

This clause 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.

## **12.10 Employees exempted**

This clause does not apply:

**12.10.1** where employment is terminated as a consequence of misconduct on the part of the employee; or

**12.10.2** to employees engaged for a specific period of time or for a specific task or task(s); or

**12.10.3** to casual employees.

## **12.11 Redundancy dispute procedure**

**12.11.1** Clauses 12.11.2 and 12.11.3 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.

**12.11.2** 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:

**12.11.2(a)** the reasons for any proposed redundancy;

**12.11.2(b)** the number and categories of workers likely to be affected; and

**12.11.2(c)** the period over which any proposed redundancies are intended to be carried out.

**12.11.3** 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.

## **PART 5 – WAGES AND RELATED MATTERS**

### **13. CLASSIFICATIONS AND RATES OF PAY**

**13.1** The minimum rates payable to the following classes of employees are:

#### **13.1.1 Student Nurse**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
First year	987.00	25 750	284.00
Second year	997.00	26 011	284.00
Third year and thereafter	1079.60	28 166	284.00

#### **13.1.2 Assistant in Nursing**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
First year	1005.90	26 243	284.00
Second year	1051.70	27 483	284.00
Third year	1062.40	27 717	284.00
Fourth year	1084.10	28 283	284.00
Thereafter	1106.80	28 876	284.00

#### **13.1.3 Pupil Nurse**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
	1107.80	28 902	284.00

#### **13.1.4 Enrolled Nurse**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
Pay point 1	1146.20	29 904	288.00
Pay point 2	1165.00	30 394	288.00
Pay point 3	1183.80	30 884	288.00
Pay point 4	1202.70	31 378	288.00
Pay point 5	1217.50	31 764	284.00

**13.1.5 Registered Nurse Level 1**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
First year	1227.00	32 012	284.00
Second year	1274.20	33 243	284.00
Third year	1317.40	34 370	280.00
Fourth year	1368.40	35 701	284.00
Fifth year	1415.60	36 932	284.00
Sixth year	1462.80	38 163	284.00
Seventh year	1510.00	39 395	284.00
Eighth year	1553.00	40 517	280.00

**13.1.6 Registered Nurse Level 2**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
First year	1600.20	41 748	280.00
Second year	1627.60	42 463	276.00
Third year	1659.00	43 282	276.00
Fourth year	1690.60	44 107	276.00

**13.1.7 Registered Nurse Level 3**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
First year	1749.40	45 641	276.00
Second year	1784.80	46 564	276.00
Third year	1820.00	47 482	276.00
Fourth year	1855.60	48 411	276.00

**13.1.8 Registered Nurse Level 4**

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
Grade 1	2181.40	56 911	276.00

### 13.1.9 Registered Nurse Level 5

	<b>Per fortnight \$</b>	<b>Per annum \$</b>	<b>Arbitrated safety net adjustment per fortnight \$</b>
Grade 1	2044.00	53 326	276.00
Grade 2	2161.80	56 400	276.00
Grade 3	2319.00	60 501	276.00
Grade 4	2476.20	64 602	276.00
Grade 5	2751.20	71 777	276.00
Grade 6	3026.20	78 951	276.00

## 14. SAFETY NET ADJUSTMENT

**14.1** The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2004* decision [PR002004]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

**14.2** Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## 15. FEDERAL MINIMUM WAGE

### 15.1 The federal minimum wage

No employee will be paid less than the federal minimum wage.

### 15.2 Amount of federal adult minimum wage

**15.2.1** The federal minimum wage for full-time adult employees not covered by 15.4 (special categories clause), is \$467.40 per week.

**15.2.2** Adults employed under a supported wage clause will continue to be entitled to receive the wage rate determined under that clause. Provided that such employees will not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in 15.2.1.

**15.2.3** Adults employed as part-time or casual employees will continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees will not be paid less than *pro rata* the minimum wage specified in 15.2.1 according to the number of hours worked.

### **15.3 How the federal minimum wage applies to juniors**

**15.3.1** The wage rates provided for juniors by this award continue to apply unless the amount determined under 15.3.2 is greater.

**15.3.2** The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in 15.2.

### **15.4 Application of minimum wage to special categories of employee**

**15.4.1** Due to the existing applicable award wage rates being greater than the relevant proportionate federal minimum wage, this clause has no application to employees undertaking a National Training Wage Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

**15.4.2** [Leave reserved for other special categories.]

### **15.5 Application of federal minimum wage to award rates calculation**

The federal minimum wage:

**15.5.1** applies to all work in ordinary hours;

**15.5.2** applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

**15.5.3** is inclusive of the arbitrated safety net adjustment provided by the *Safety Net Review - Wages May 2004* decision [PR002004] and all previous safety net and national wage adjustments.

## **16. PROGRESSION WITHIN CLASSIFICATIONS**

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

### **16.1 Full-time employees**

**16.1.1** For all classifications for which there is more than one wage point, progression will be 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.

**16.1.2** 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 will only occur after a further 12 month period from the date of the new appointment.

## **16.2 Part-time employees**

**16.2.1** For all classifications for which there is more than one wage point, progression will be by incremental advancement on the completion of 1200 hours or 12 months service, whichever is the later, provided that both criteria are satisfied, and having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.

**16.2.2** 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 will only occur after a further 1200 hours or 12 months of continuous service which ever is the later, provided that both criteria are satisfied, from the date of the new appointment.

## **16.3 Casual employees**

**16.3.1** For all classifications for which there is more than one wage point, progression will be by incremental advancement on the completion of 1200 hours or 12 months continuous service with the same employer, whichever is the later, provided that both criteria are satisfied, and having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.

**16.3.2** 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 will only occur after a further 1200 hours or 12 months of continuous service which ever is the later, provided that both criteria are satisfied, from the date of the new appointment.

**16.3.3** For the purpose of this clause, continuous service for a casual employee is deemed to be broken if more than three 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.

## **17. ACCELERATED ADVANCEMENT REGISTERED NURSE LEVEL 1**

**17.1** Subject to 17.2, a Registered Nurse Level 1 will be entitled to progress one increment on that person's first appointment following registration with the Queensland Nursing Council, or at any one time during that person's employment history as a Registered Nurse Level 1, on attainment of the following:

**17.1.1** a UG1 Degree in Nursing; or

**17.1.2** registration in another branch of nursing or on another nursing register maintained by the Queensland Nursing Council where the employee is working in a particular practice setting which requires the additional registration; or

**17.1.3** 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.

**17.2** A Registered Nurse Level 1 who has been advanced once in accordance with 17.1 will not be entitled to further advancement under this clause.

## **18. RECOGNITION OF PREVIOUS SERVICE**

**18.1** The conditions set out in the Minister for Industrial Relations Directive 14/01 or as amended applies to employees covered by this award.

**18.2** If an employee retires from the service on account of ill-health not caused by the employee's own misconduct, then previous service will be counted as continuous if such ill-health is substantiated by a medical certificate supporting the whole period of absence from the service.

## **19. RECOGNITION OF TEMPORARY SERVICE**

The temporary service of an employee, who is permanently appointed, will be counted towards the employees' length of service for all purposes, providing such temporary service adapted such employee for the post he or she was appointed to, and providing such service is continuous and immediately preceded his or her appointment.

## **20. PAYMENT OF SALARIES**

**20.1** The salaries and relevant allowances 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.

**20.2** Payment of wages will be by electronic funds transfer on a weekly or fortnightly basis.

**20.3** Any payment other than by electronic funds transfer will be at the discretion of the employer.

## **21. ON-CALL, RECALL AND OVERTIME - REGISTERED NURSES, ENROLLED NURSES AND PUPIL NURSES**

### **21.1 On-call and re-call - Registered Nurses, Enrolled Nurses and Pupil Nurses**

**21.1.1** An employee other than a Registered Nurse Level 4 or Level 5, 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 \$15.43 for the period or part thereof.

- 21.1.2** An employee other than a Registered Nurse Level 4 or Level 5, who is rostered to be on call at their private residence, or any other mutually agreed place on a Saturday will receive an additional amount of \$23.13 for the period or part thereof.
- 21.1.3** An employee other than a Registered Nurse Level 4 or Level 5, who is rostered to be on call at their private residence, or any other mutually agreed place on a Sunday, a public holiday or a rostered day off will receive an additional amount of \$26.99 for the period or part thereof.
- 21.1.4** Subject to 21.1.5, should an employee rostered to be on call be recalled to duty, such employee in addition to the rates prescribed in 21.1.1 to 21.1.3, be entitled to receive normal overtime provisions.
- 21.1.5** Subject to 21.1.5(e) below:
- 21.1.5(a)** An employee who is rostered to be on call and is recalled to work for any purpose will be paid a minimum of three hours at the appropriate overtime rate. However, the employee will not be required to work for three hours if the work for which the employee was recalled to perform is completed in less time.
  - 21.1.5(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.
  - 21.1.5(c)** An employee who is not rostered to be on-call and is recalled to work will be paid a minimum of three hours. The time spent travelling to and from the place of duty will be deemed to be time worked.
  - 21.1.5(d)** Where an employee is recalled within three 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.
  - 21.1.5(e)** An employee recalled to work will not be obliged to work for three 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 three hours.
  - 21.1.5(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.
  - 21.1.5(g)** Where an employee is recalled to work within three hours of commencing normal duty and the employee remains at work, the employee will be provided with transport from their home to the hospital or will be refunded the cost of such transport.

- 21.1.5(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. This clause 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.
- 21.1.5(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.
- 21.1.5(j)** An employee rostered to be on call or part thereof spanning two days over which two different on call allowances apply, will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.
- 21.1.5(k)** The provisions of 27.5 will apply when an employee has actually worked in excess of two hours on one or more call outs.

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

### **22. HOURS OF DUTY**

- 22.1** 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:
- 22.1.1** In any four week work cycle there will be 19 days (or shifts) of eight hours duration worked, and one day taken as an accrued day off (ADO), with pay; or
- 22.1.2** In shifts as required, not exceeding 10 hours and not less than four hours in duration, with the hours worked in excess of an average of 38 per week over a four week work cycle being credited towards an ADO; or
- 22.1.3** By any other arrangement as agreed between the employer and the union.
- 22.2** ADOs may be accumulated, and taken off at a mutually acceptable time, up to a maximum of days days, except in exceptional circumstances when the maximum will increase to 12 days.
- 22.3** 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 four weekly work cycle where possible.

**22.4** Where circumstances exist in a hospital, facility, ward, or some discrete section of a hospital or facility which warrant a different method of working the 38 hour week other than that provided, the ANF 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.

**22.5** The limitation of hours in this clause does not apply to Directors of Nursing, and Deputy Directors of Nursing.

### **23. LENGTH OF SHIFTS**

Subject to clause 22 - Hours of duty, the ordinary working hours of all employees will be worked in shifts the length of which must be agreed between management and the union.

### **24. ROSTERS**

In addition to the specific roster change clauses in Sections B, D & E the following applies:

**24.1** No employee will be rostered to perform ordinary duty for more than 10 consecutive days or shifts unless mutually agreed otherwise.

**24.2** Each employee will be allowed two whole consecutive rostered days off in each week.

**24.2.1** In lieu of two 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 three consecutive days off in the other week or four consecutive days off.

**24.2.2** 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 this clause.

**24.3** 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 seven days before the commencement of each four weekly work cycle.

**24.4** A roster for accrued days off must be posted at least four weeks before the commencement of a four weekly work cycle. Despite the provisions of this clause accrued days off may be cleared as mutually agreed between the employer and the employee.

### **25. BREAKS BETWEEN SHIFTS**

**25.1** Employees will be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another shift. A break of not less than eight hours will be given in the following circumstances:

**25.1.1.** To satisfy operating theatre staffing requirements;

**25.1.2** To permit changes of shift rosters;

**25.1.3** To roster lecture periods for student nurses;

**25.1.4** In any other case agreed upon by the employee and the employer.

## **26. MEAL BREAKS**

In addition to the specific meal breaks clause in Sections B, C, D & E 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 six hours or less.

## **27. OVERTIME - REGISTERED NURSES, ENROLLED NURSES, PUPIL NURSES, STUDENT NURSES**

**27.1** For all authorised overtime worked by a Registered Nurse (other than a Registered Nurse Level 4 or 5), Enrolled Nurse, Pupil Nurse or Student Nurse in excess of their rostered ordinary hours of work outside the ordinary hours of their shift Monday to Saturday inclusive, payment will be made at the rate of time and a half for the first three hours and double time thereafter.

**27.2** For all authorised overtime worked by a Registered Nurse (other than a Registered Nurse Level 4 or 5), Enrolled Nurse, Pupil Nurse or Student Nurse on a Sunday payment will be made at the rate of double time.

**27.3** For all authorised overtime worked by a Registered Nurse (other than a Registered Nurse Level 4 or 5), Enrolled Nurse, Pupil Nurse or Student Nurse on a public holiday payment will be made at the rate of double time and a half.

**27.4** 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 provided that the usual meal time occurs during such period of overtime, must be paid an allowance of \$6.20. This allowance is not to be paid where a meal is provided by the employer free of charge.

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

**27.6** The provisions of 27.5 will apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:

- 27.6.1** to satisfy operating theatre staffing requirements;
  - 27.6.2** to permit changes of shift rosters;
  - 27.6.3** to roster lecture periods for student nurses;
  - 27.6.4** in any other case agreed upon by the employer and the Australian Nursing Federation (Queensland Branch).
- 27.7** When an employee is required to travel as escort for a patient they will be paid at the appropriate rate for all time the patient is under their care. When returning from such escort such employee will be paid for a maximum of 12 hours out of every 24 hours at ordinary rates provided that when returning on a rostered day off they will be granted in addition a day off in lieu or an additional day added to their next annual leave.
- 27.8** 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. The accrual of such time-off will be to a maximum of 24 hours. Any time in excess of 24 hours will be paid at the overtime rates.

## **28. OVERTIME - ASSISTANTS IN NURSING**

- 28.1** For all authorised overtime worked in excess of rostered ordinary hours an Assistant in Nursing rostered to work shift work will be paid for at the rate of double time, with a minimum payment as for two hours work on Saturday and Sunday.
- 28.2** The minimum payment prescribed in 28.1, will not apply where an Assistant in Nursing works overtime in conjunction with or an extension of the normal ordinary rostered shift.
- 28.3** Assistants in Nursing who are not shift workers will be paid for overtime at the rate of time and a half for the first three hours and double time thereafter in any one day.
- 28.4** 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. The accrual of such time-off will be to a maximum of 24 hours. Any time in excess of 24 hours will be paid at the overtime rates.
- 28.5** 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 three hours and double time thereafter, with a minimum of three hours.
- 28.6** An employee required to work on the second rostered day off will be paid at the rate of double time, with a minimum payment of three hours for any overtime worked on their days off.

## **29. REST PAUSES**

**29.1** Every employee covered by this award will be entitled to a rest pause of 10 minutes duration in the employer's time in the first and second half of daily work. Such rest pauses will be taken at such times as will not interfere with the continuity of work where continuity is necessary.

**29.2** All employees who are required to leave their work place to partake of rest pauses in crib huts or lunch rooms and those who are on site in lieu of morning and afternoon rest pauses will, at the employer's discretion, have one rest pause of 20 minutes duration in the first part of the working day.

## **PART 7 – LEAVE OF ABSENCE**

### **30. CALCULATION OF ANNUAL LEAVE PAY**

All annual leave entitlements (including any proportionate payments) in each section of this award must be calculated as follows:

#### **30.1 Continuous shift workers**

Subject to 30.4 the rate of wage to be paid to a continuous shift worker must be the ordinary wage plus 27.5% annual leave loading as the rate payable.

#### **30.2 Shift workers**

Subject to 30.4 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.

#### **30.3 Allowances**

Subject to 30.4, leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked will be included in the wages to be paid to employees during annual leave.

#### **30.4 All employees**

Subject to provisions of 30.5, in no case will the payment by an employer to an employee be less than the sum of the following amounts:

**30.4.1** the employee's ordinary wage rate as prescribed by this award for the period of the annual leave (excluding shift premiums and weekend penalty rates);

**30.4.2** leading hand allowance or amounts of a like nature;

**30.4.3** a further amount calculated at the rate of 17.5% of the amounts referred in 30.4.1 and 30.4.2;

**30.5** The provisions of 30.4 will not apply to the following:

**30.5.1** any period or periods of annual leave exceeding 190 hours;

**30.5.2** 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.

### **31. SICK LEAVE**

Sick leave entitlements contained in the Queensland Minister for Industrial Relations Directive 8/01 or as amended apply.

### **32. BEREAVEMENT LEAVE**

Bereavement leave entitlements contained in the Queensland Minister for Industrial Relations Directive 3/02 or as amended apply.

### **33. FAMILY LEAVE**

Without limiting the entitlements under the Family Leave Award – Queensland Public Sector the parental leave entitlements contained in the Queensland Minister for Industrial Relations Directive 3/01 or as amended also apply.

### **34. SPECIAL LEAVE**

Special leave entitlements contained in the Queensland Minister for Industrial Relations Directive 10/01 or as amended apply.

## **SECTION B - PSYCHIATRIC HOSPITALS ETC.**

### **35. APPLICATION OF SECTION B**

This section applies in the terms provided for in clause 5 - Application of award.

**35.1.** The following classifications may be employed under this section:

**35.1.1** Within Psychiatric hospitals:

**35.1.1(a)** Student Nurse

**35.1.1(b)** Pupil Nurse

**35.1.1(c)** Assistant in Nursing

**35.1.1(d)** Enrolled Nurse

**35.1.1(e)** Registered Nurse Level 1

**35.1.1(f)** Registered Nurse Level 2

**35.1.1(g)** Registered Nurse Level 3

**35.1.2** Within Eventide homes:

**35.1.2(a)** Pupil Nurse

**35.1.2(b)** Assistant in Nursing

**35.1.2(c)** Enrolled Nurse

## **36. 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.

## **37. SPECIAL PAYMENT**

A special payment of \$13.23 per fortnight (\$344 per annum) will be paid to all nursing staff. Such special payment to operate for all purposes of the award.

## **38. BOARD AND LODGING**

**38.1** 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.

**38.2** 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.

**38.3** 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.

## **39. LOCALITY ALLOWANCE**

The conditions set out in the Minister for Employment Training and Industrial Relations Directive 19/99 – Locality Allowance existing at the date of this award applies to employees covered by this Section.

## **40. PERFORMANCE OF HIGHER DUTIES**

**40.1** Where on one shift or more in respect of a vacant position or a position the occupant of which is on leave:

- 40.1.1 a nurse relieves in a position of Level 2 Clinical Nurse;
  - 40.1.2 a Level 2 Clinical Nurse relieves in a position of Level 3 Registered Nurse;
  - 40.1.3 such employee will be paid an allowance of \$3.75 for each shift of ordinary hours worked.
- 40.2 The allowance will be included for the purpose of calculating weekend penalty rates, overtime and payments for public holidays.

#### **41. 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.

#### **42. UNIFORMS**

- 42.1 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.
- 42.2 Any employee not supplied with uniforms or any employee required to wear private clothing whilst 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.
- 42.3 Where uniforms are damaged or destroyed in the discharge of duty the employer must repair or replace such items.
- 42.4 The replacement of uniforms is on the basis of fair wear and tear.

#### **43. 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.

#### **44. MUTUAL CHANGE OF LEAVE DAYS AND WORKING SHIFTS**

- 44.1 Mutual changes of leave days and working shifts between members of the nursing staff at psychiatric hospitals and Assistants in Nursing 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.
- 44.2 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:

- 44.2.1 Registered Nurse Level 3;
  - 44.2.2 Registered Nurse Level 2;
  - 44.2.3 Registered Nurses Level 1 Year 8 and Registered Nurse Level 2; and
  - 44.2.4 Registered Nurses who have not yet reached Level 1 Year 8.
- 44.3 In the case of a Student Nurse, Enrolled Nurse, Pupil Nurse or Assistant in Nursing, a change of leave days and working shifts will be allowed only with an employee of similar designation.
- 44.4 The Director of Nursing of a psychiatric hospital or Eventide may upon the application of any employee approve of a change of a shift or duty for such employee.
- 44.5 Mutual change of leave days and working shifts will not be allowed to extend beyond three weeks.

#### **45. ROSTER CHANGES**

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

#### **46. MEAL BREAKS**

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

#### **47. MEAL ALLOWANCE**

- 47.1 If called upon to work overtime for two hours without receiving notice of such overtime on the previous day, employees will be paid an allowance of \$6.20 for each meal or will be supplied by their employer with a reasonable meal in lieu of such payment.
- 47.2 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 \$6.20 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

#### **48. 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 four hours at ordinary rates.

#### **49. ESCORT AND PATIENT RETRIEVAL DUTY**

Employees when engaged in escort or patient retrieval will be reimbursed the cost of necessary conveyance and all reasonable out of pocket expenses, and will be reimbursed at overtime rates for all time worked in excess of ordinary working hours whilst on such duty.

**50. EXTRA PAYMENT FOR AFTERNOON AND NIGHT SHIFTS - REGISTERED NURSES, ENROLLED NURSES, PUPIL NURSES AND STUDENT NURSES**

- 50.1** For the purpose of this clause an afternoon shift is a shift other than a night shift as defined , commencing at or after 12.00 midday.
- 50.2** Afternoon shift workers will be paid an allowance of 12.5% for each shift of ordinary hours.
- 50.3** 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.
- 50.4** Night shift workers will be paid an allowance of 15% for each shift of ordinary hours.
- 50.5** In respect of the calculation of these payments as well as those prescribed by clause 52 - Extra payment for weekend work - Registered Nurses, Enrolled Nurses, Pupil Nurses and Student Nurses, such will be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday both days inclusive.
- 50.6** Afternoon and night shift allowance will not apply to shift work performed on public holidays where the extra payment prescribed by clause 55 - Public holidays, applies.

**51. EXTRA PAYMENT FOR AFTERNOON AND NIGHT SHIFTS - ASSISTANTS IN NURSING**

- 51.1** 15% in addition to ordinary rates for each shift will be paid to afternoon and night shift workers for work performed between the hours of 4.00 p.m. and 8.00 a.m. the following day.
- 51.2** This extra shift rate will not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work.
- 51.3** In respect to the calculation of these payments as well as those prescribed by clause 53 - Extra payment for weekend work - Assistants in Nursing, such will be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday both days inclusive.
- 51.4** Such afternoon and night shift allowance will not apply to shift work performed on public holidays where the extra payment prescribed by clause 55 - Public holidays, applies.

**52. EXTRA PAYMENT FOR WEEKEND WORK - REGISTERED NURSES, ENROLLED NURSES, PUPIL NURSES AND STUDENT NURSES**

- 52.1** All time worked by Levels 1, 2 and 3 Registered Nurses, Enrolled Nurses, Pupil Nurses and Student Nurses up to and including 10 hours in any rostered shift of ordinary hours between midnight Friday and midnight Saturday will be paid at one and one-half times the ordinary rate and between midnight Saturday and midnight Sunday will be paid at the rate of time and three quarters.

**52.2** In respect to the calculations of payments as prescribed by this clause as well as those prescribed by clause 50 - Extra payment for afternoon and night shifts - Registered Nurses, Enrolled Nurses, Pupil Nurses and Student Nurses is to be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday both days inclusive.

**53. EXTRA PAYMENT FOR WEEKEND WORK - ASSISTANTS IN NURSING**

**53.1** All time worked up to and including 10 hours in any rostered shift of ordinary hours between midnight Friday and midnight Saturday is to be paid at one and one-half times the ordinary rate and between midnight Saturday and midnight Sunday is to be paid at the rate of double time.

**53.2** In respect to the calculations of payments as prescribed by this clause as well as those prescribed by clause 51 - Extra payment for afternoon and night shifts – Assistants in Nursing, will be made upon the majority of shift basis in respect of ordinary hours worked where the starting and finishing times occur on different days over the period Friday to Monday both days inclusive.

**54. ANNUAL LEAVE**

**54.1** Every employee (other than a casual employee) covered by this section will at the end of each year of employment be entitled to an annual leave on full pay of 152 hours.

**54.2** If employed in a calling where three shifts per day are worked over a period of seven days per week an additional 38 hours' leave will be granted.

**54.3** 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.

**54.4** Such annual leave will be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 30 - Calculation of annual leave payment) will be paid for by the employer in advance.

**54.5** 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.

**54.6** In every other case, payment must be made at the ordinary rate payable to the employee under this award.

**54.7** 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.

**54.8** 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 30 - Calculation of annual leave pay.

**54.9** Leave under this clause will be allowed, notwithstanding any other leave which may be had under this Section excepting annual leave allowed as sick leave under clause 31 - Sick leave and special leave deducted from annual leave under clause 34 - Special leave.

**54.10** The date of commencement of annual leave will be notified to each employee two 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.

## **55. PUBLIC HOLIDAYS**

**55.1** 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.

**55.2** Employees who actually perform work on a public holiday will, in addition, be paid at half the ordinary rate for the time so worked.

**55.3** For the purpose of this clause any holiday observed under the provisions of the *Holidays Act 1983* (Qld) in the district in which the institution is situated will be deemed to be a holiday.

## **SECTION C - PUBLIC SERVICE**

### **56. APPLICATION OF SECTION C**

This Section applies in the terms provided in clause **5** - Application of award.

**56.1** The following classifications may be employed under this Section:

**56.1.1** Registered Nurses Level 1 to Level 5 inclusive

### **57. APPLICATION OF THE PUBLIC SERVICE ACT AND REGULATIONS**

Subject to 6.2 the provisions of the *Public Service Act 1996* (Qld) and the Regulations made thereunder 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.

## **58. CUSTOMS AND PRACTICES**

**58.1** Existing customs and practices at the date of commencement of this award will continue.

**58.2** 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.

## **59. CONDITIONS OF APPOINTMENT AND PROBATIONARY SERVICE**

An employee is entitled to appointment and probationary provisions made under the *Public Service Act 1996* (Qld).

## **60. TRANSFER OF OFFICERS**

An employee who has served for three 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.

## **61. ALLOWANCES TO OFFICERS ON TRANSFER**

An employee is entitled to transfer allowances made under the *Public Service Act 1996* (Qld).

## **62. ALLOWANCES TO RELIEVING OFFICERS**

An employee is entitled to relieving allowances made under the *Public Service Act 1996* (Qld).

## **63. DAILY TRAVELLING ALLOWANCE**

An employee is entitled to travel allowances made under the *Public Service Act 1996* (Qld).

## **64. EQUIPMENT ALLOWANCES**

An employee is entitled to equipment allowances made under the *Public Service Act 1996* (Qld).

## **65. LOCALITY ALLOWANCES**

An employee is entitled to Locality allowances made under the *Public Service Act 1996* (Qld).

## **66. PERFORMANCE OF HIGHER DUTIES**

An employee is entitled to higher duties allowances made under the *Public Service Act 1996* (Qld).

## **67. MEAL BREAKS**

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

## **68. MEAL ALLOWANCE**

An employee is entitled to meal allowances made under the *Public Service Act 1996* (Qld).

## **SECTION D - SENIOR NURSING STAFF: PSYCHIATRIC HOSPITALS**

### **69. APPLICATION OF SECTION D**

This section applies in the terms provided in clause 5 – Application of award.

**69.1** The following classifications may be employed under this section:

**69.2.1** Registered Nurse Level 4

**69.2.2** Registered Nurse Level 5

### **70. SPECIAL PAYMENT**

A special payment of \$13.73 per fortnight (\$357 per annum) is payable to all employees under this section. Such special payment to operate for all purposes of this award.

### **71. BOARD AND LODGING**

**71.1** 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.

**71.2** 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.

**71.3** 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.

### **72. 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.

### **73. 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.

### **74. MUTUAL CHANGE OF LEAVE DAYS AND WORKING SHIFTS**

**74.1** 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.

**74.2** 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.

**74.3** 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.

**74.4** Mutual change of leave days and working shifts are not allowed to extend beyond three weeks.

### **75. ROSTER CHANGES**

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

### **76. MEAL BREAKS**

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

### **77. ANNUAL LEAVE**

**77.1** Employees under this section who have completed 12 months continuous service will be entitled to 152 hours annual leave on full pay:

**77.1.1** If employed in a calling where three shifts per day are worked over a period of seven days per week an additional weeks leave will be granted.

**77.1.2** 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 Years period.

**77.2** 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.

**77.3** 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.

**77.4** The date of commencement of annual leave will be notified to each employee two 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 four months (with a further period of up to seven days so that he or she can commence on a Monday) either before or after the due date. Such exchange will be duly recorded.

## **78. PUBLIC HOLIDAYS**

**78.1** 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.

**78.2** Employees who actually perform work on a public holiday will, in addition, be paid at half the ordinary rate for the time so worked.

**78.3** In lieu of the provisions of 78.1, Registered Nurses Levels 4 and 5, 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 at the option of the employee to be added to annual leave (with a maximum of 10 days) or taken within two weeks of the day on which such work is performed.

**78.4** 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 E - CERTAIN EMPLOYEES - ALCOHOL AND DRUG DEPENDENCE SERVICES**

### **79. APPLICATION OF SECTION E**

**79.1** This Section applies in the terms provided in clause 5 - Application of award.

**79.2** The following classifications may be employed under this section:

**79.2.1** Registered Nurse Level 2.

**79.2.2** Registered Nurse Level 3.

### **80. CLOTHING ALLOWANCE**

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

## **81. DAILY TRAVELLING ALLOWANCE**

An employee is entitled to travelling allowances made under the *Public Service Act 1996* (Qld).

## **82. HIGHER DUTIES ALLOWANCE**

An employee is entitled to higher duties allowances made under the *Public Service Act 1996* (Qld).

## **83. LOCALITY ALLOWANCE**

An employee is entitled to locality allowances made under the *Public Service Act 1996* (Qld).

## **84. 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.

## **85. 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 Service.

## **86. ROSTER CHANGES**

**86.1** Rosters are to be mutually agreed between the parties to this section.

**86.2** 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.

## **87. MEAL BREAKS**

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

## **88. MEAL ALLOWANCE**

An employee is entitled to meal allowances made under the *Public Service Act 1996* (Qld).

## **89. EXTRA PAYMENTS - AFTERNOON AND NIGHT SHIFTS**

**89.1** For the purpose of this clause an afternoon shift is a shift other than a night shift as defined, commencing at or after 12.00 midday.

**89.2** Afternoon shift workers will be paid an allowance of 12.5% for each shift of ordinary hours.

- 89.3** 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.
- 89.4** This extra shift rate will not apply to shift work performed on Saturday and Sunday where extra payments apply to continuous shift work or to work performed on public holidays.
- 89.5** Night shift workers will be paid an allowance of 15% for each shift of ordinary hours.

## **90. EXTRA PAYMENTS - WEEKEND WORK**

- 90.1** 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. 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.
- 90.2** Sunday penalty will include the casual loading being paid to such an employee.

## **91. ANNUAL LEAVE**

- 91.1** All employees will be entitled to 152 hours' leave on full pay for each completed year of employment.
- 91.2** 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 92.1.
- 91.3** Where work is performed in three shifts per day over a period of seven 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.
- 91.4** All leave will be taken to suit the administration of the relevant Alcohol and Drug Dependence Service.
- 91.5** 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 two years' entitlement.
- 91.6** 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.

**91.7** 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.

## **92. PUBLIC HOLIDAYS**

**92.1** All work done by any employee during an ordinary shift on Good Friday, the 25th day 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 one 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.

**92.2** 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 four hours.

**92.3** All work done by employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district, will be paid for at the rate of double time and a half.

**92.4** 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.

**92.5** For the purpose of these provisions, where the rate of wages is a weekly rate, double time and a half will mean one and one half day's wage in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

**92.6** 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.

**92.7** Where an employee is rostered off duty on Labour day or Show day or Easter Saturday, he or she 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.

# **SCHEDULE A - ENROLLED NURSES AND TWELVE MONTH TRAINED ASSISTANTS IN NURSING – DEFINITIONS, PROGRESSION, AND ACCELERATED ADVANCEMENT**

## **A1. DEFINITIONS**

**A1.1 Enrolled nurse** means an employee:

**A1.1.1** whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a registered nurse (as defined); and

**A1.1.2** who is subject to the regulations and/or bylaws of the Queensland Nursing Council and who holds a current practising certificate as such.

**A1.2 Twelve Month Trained Assistant in Nursing** means an employee who has undertaken a course of 12 months duration in a branch of nursing, where the satisfactory completion of such training:

**A1.2.1** is, in the opinion of the employer required in the performance of duties; and

**A1.2.2** does not lead to enrolment on a register or roll maintained by the Queensland Nursing Council.

**A1.3 Employee** or **employees** includes, for the purposes of this clause, Enrolled Nurse and Twelve Month Trained Assistant in Nursing (as respectively defined) unless otherwise stated.

**A1.4 Inservice training** means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the employing agency, which contribute to an employee's professional development and efficiency by:

**A1.4.1** the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or

**A1.4.2** reducing the degree of direct supervision required by the employee; and/or

**A1.4.3** 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.

**A1.5 Supervision** means, subject to the regulations and/or bylaws of the Queensland Nursing Council, the oversight, direction, instruction, guidance and/or support provided to an employee by the registered nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the employee's preparation and competence. Specifically:

**A1.5.1 direct supervision** means the employee works side by side continuously with a registered nurse responsible for observing and directing his or her activities in circumstances where, in the judgement of the registered nurse, such an arrangement is warranted in the interests of safe and/or effective work practice;

**A1.5.2 indirect supervision** means such other supervision provided to an employee assuming responsibility for functions delegated by a registered nurse in circumstances where, in the judgement of the registered nurse accountable for such delegation, direct supervision of the employee is not required.

### **A1.6 Pay point 1**

means the pay point to which an employee will be appointed as an Enrolled Nurse (as defined) or, as the case may be, Twelve Month Trained Assistant in Nursing (as defined), where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

#### **A1.6.1 Training and experience**

**A1.6.1(a)** the satisfactory completion of a hospital based course of training in nursing of not more than 12 months duration leading to an enrolment as an Enrolled Nurse (as defined); or

**A1.6.1(b)** the satisfactory completion of a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory nurses registration board;

**A1.6.1(c)** the satisfactory completion of a course of training of 12 months duration in a branch of nursing leading to the possession of a qualification required by the employer in the employee's employment;

**A1.6.1(d)** practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

#### **A1.6.2 Skill indicators**

The employee has:

**A1.6.2(a)** limited or no practical experience of current situations; and

**A1.6.2(b)** limited discretionary judgement, not yet developed by practical experience.

## **A1.7 Pay point 2**

means the pay point to which an employee will be appointed or will progress from pay point 1, having been assessed as being competent at pay point 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on;

### **A1.7.1 Training and experience**

**A1.7.1(a)** The satisfactory completion of a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an Enrolled Nurse; or

**A1.7.1(b)** in addition to the experience, skill and knowledge requirements specified for pay point 1 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services;

**A1.7.1(c)** the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

### **A1.7.2 Skill indicators**

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

**A1.7.2(a)** a developing ability to recognise changes required in nursing activity and in consultation with the registered nurse, implement and record such changes, as necessary; and/or

**A1.7.2(b)** is able to relate theoretical concepts to practice; and/or

**A1.7.2(c)** requires assistance in determining priorities.

## **A1.8 Pay point 3**

means the pay point to which an employee will be appointed or progress from pay point 2, having been assessed as being competent at pay point 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

### **A1.8.1 Training and experience**

**A1.8.1(a)** In addition to the experience, skill and knowledge requirements specified for pay point 2 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services;

**A1.8.1(b)** the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

#### **A1.8.2 Skill indicators**

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

**A1.8.2(a)** an ability to organise, practice and complete nursing functions in stable situations with limited direct supervision; and/or

**A1.8.2(b)** the use of observation and assessment skills to recognise and report deviations from stable conditions; and/or

**A1.8.2(c)** demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice; and/or

**A1.8.2(d)** uses communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

#### **A1.9 Pay point 4**

means the pay point to which an Enrolled Nurse (as defined) will be appointed or progress from pay point 3, having been assessed as being competent at pay point 3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

##### **A1.9.1 Training and experience**

**A1.9.1(a)** In addition to the experience, skill and knowledge requirements specified for pay point 3 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services;

**A1.9.1(b)** the undertaking of inservice training, subject to its provision by the employing agency, from time to time.

##### **A1.9.2 Skill indicators**

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

**A1.9.2(a)** demonstrable speed and flexibility in accurate decision making; and/or

**A1.9.2(b)** organises own workload and sets own priorities with minimal direct supervision; and/or

**A1.9.2(c)** uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or

**A1.9.2(d)** uses communication and interpersonal skills to meet psychosocial needs of individuals/groups.

#### **A1.10 Pay point 5**

means the pay point to which an Enrolled Nurse (as defined) will be appointed or will progress from pay point 4, having been assessed as being competent at pay point 4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

##### **A1.10.1 Training and experience**

**A1.10.1(a)** In addition to the experience, skill and knowledge requirements specified for pay point 4 (as defined), not more than one further year of practical experience in the provision of nursing care and/or services;

**A1.10.1(b)** the undertaking of relevant inservice training, subject to its provision by the employing agency, from time to time.

##### **A1.10.2 Skill indicators**

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

**A.10.2(a)** contributes information in assisting the registered nurse/s with the development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary; and

**A.10.2(b)** responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

**A.10.2(c)** demonstrates efficiency and sound judgement in identifying situations requiring assistance from a registered nurse.

## **A2. PROGRESSION AND ACCELERATED ADVANCEMENT - ENROLLED NURSES AND 12 MONTH TRAINED ASSISTANTS IN NURSING**

### **A2.1 Pay point progression**

**A2.1.1** Subject to the terms specified for each pay point as defined in A1 and this clause, each employee will progress on the employee's annual anniversary date from one pay point to the next, having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.

**A2.1.2** A Twelve Month Trained Assistant in Nursing (as defined) will not be entitled to progress beyond pay point 3 until such time as the employee satisfies the requirements for, and obtains enrolment or registration as an Enrolled Nurse (as defined).

**A2.1.3** An employee's progression may be deferred or refused by the employer, provided that any such deferral or refusal is referable only to the terms specified for each pay point in A1, and is not unreasonably nor arbitrarily imposed by the employer. It will be considered unreasonable if the employer has refused to provide training and/or opportunities to work in various practice settings in the employer's establishment.

## **A2.2 Appeal and review**

**A2.2.1** An employee may appeal a deferral or refusal imposed under A2.1.3. Where the appeal results in a revocation of the employer's decision, pay point progression will be deemed to operate and payable from the employee's anniversary date for such progression, in accordance with A2.1.1;

**A2.2.2** Where circumstances have changed such that the employee appropriately falls within the terms specified for the employee's next pay point, A2.1.3, will not operate to prevent:

**A2.2.2(a)** a review, initiated by either the employer or employee, of a deferral or refusal imposed in accordance with A2.1.3; and/or

**A2.2.2(b)** the lifting of such a deferral or refusal at and operative from such date.

**A2.2.3** An appeal or review, for the purpose of this clause, will be undertaken and resolved in accordance with clause 9 - Grievance procedures.

## **A2.3 Accelerated advancement**

**A2.3.1** Where an employee is required to perform duties to which such training is directly relevant and subject to A2.3.2, an employee (other than an Enrolled Nurse appointed in the first year of experience at pay point 2 in accordance with A1.7), is entitled to accelerated advancement by one pay point:

**A2.3.1(a)** for possession of a post enrolment qualification recognised by the employer;  
or

**A2.3.1(b)** on completion of a post enrolment course of at least six months duration.

**A2.3.2** An employee who has advanced in accordance with A2.3.1 is not entitled to further accelerated advancement.

## **A2.4 Recognition of training, experience and skill**

All relevant training, experience and skills as an Enrolled Nurse or Twelve Month Trained Assistant in Nursing, other than such experience pre-dating any break of three or more consecutive years, will be counted for the purposes of:

- A.2.4.1** implementing the decision of the Full Bench in Print K3662;
- A.2.4.2** finalising translations arising from interim translations determined by Commissioner Smith in Print K7034; and
- A.2.4.3** Determining the appropriate pay point on appointment for employees appointed thereafter.

## **SCHEDULE B – REGISTERED NURSES GENERIC LEVEL STATEMENTS**

Level 1	Registered Nurse
Level 2	Clinical Nurse
Level 3	Clinical Nurse Consultants Nurse Manager Nurse Educator Nurse Researcher
Level 4	Assistant Director of Nursing (ADON) <ul style="list-style-type: none"><li>• ADON - Clinical</li><li>• ADON - Management</li><li>• ADON - Education/Staff Development</li><li>• ADON - Research</li></ul>
Level 5	Director of Nursing

### **B1. LEVEL 1 - REGISTERED NURSE**

#### **B1.1 Generic level statement**

**B1.1.1** The **Registered Nurse** is the first level nurse who is licensed to practise nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Queensland Nursing Council and holds a current practising certificate.

**B1.1.2** The degree of expertise will increase as the Registered Nurse advances through this level.

**B1.1.3** The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.

#### **B1.2 Responsibilities**

**B1.2.1** The Registered Nurse gives direct nursing care based on the ANCI competencies, to a group of patients/clients in collaboration with the CN/CNC.

**B1.2.2** These ANCI competencies are grouped as follows:

#### **B1.2.3 Professional/ethical practice**

**B1.2.3(a)** Demonstrates a satisfactory knowledge base for safe practice.

- B1.2.3(b)** Functions in accordance with legislation and common law affecting nursing practice.
- B1.2.3(c)** Protects the rights of individuals and groups.
- B1.2.3(d)** Demonstrates accountability for nursing practice.
- B1.2.3(e)** Conducts nursing practice in a way that can be ethically justified.

#### **B1.2.4 Reflective practice**

- B1.2.4(a)** Recognises own abilities and level of professional competence.
- B1.2.4(b)** Acts to enhance the professional development of self and others.
- B1.2.4(c)** Recognises the value of research in contributing to developments in nursing and improved standards of care.

#### **B1.2.5 Enabling**

- B1.2.5(a)** Maintains a physical and psychosocial environment which promotes safety, security and optimal health.
- B1.2.5(b)** Acts to enhance the dignity and integrity of individuals and groups.
- B1.2.5(c)** Assists individuals or groups to make informed decisions.
- B1.2.5(d)** Communicates effectively and documents relevant information.

### **B2. LEVEL 2 - CLINICAL NURSE**

#### **B2.1 Generic level statement**

- B2.1.1** A **Clinical Nurse** means a Registered Nurse who is appointed as such.
- B2.1.2** The Clinical Nurse role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice.
- B2.1.3** The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.
- B2.1.4** A Clinical Nurse is responsible for a specific client population, and is able to function in more complex situations while providing support and direction to Registered Nurses and other non-Registered Nursing personnel.

**B2.1.5** The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.

**B2.1.6** The Clinical Nurse is able to demonstrate:

- advanced level clinical skills and problem-solving skills;
- planning and coordination skills in the clinical management of patient care;
- ability to work within a collegiate/team structure;
- awareness of and involvement with the quality assurance process;
- contribution to professional practice of the unit.

## **B2.2 Responsibilities**

**B2.2.1** Gives direct care to a group of patients/clients.

**B2.2.2** May relieve level 3 positions.

**B2.2.3** Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care.

**B2.2.4** Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurse e.g.:

- planning and coordination of ward/unit education programs and other staff development activities;
- orientation of new staff;
- preceptorship for new staff;
- participates in action research.

**B2.2.5** Participates in nursing policy review and initiatives.

**B2.2.6** Cooperates with other Clinical Nurses in relation to development of programs and initiatives.

**B2.2.7** Ensure a safe working environment.

## **B3. LEVEL 3 - CLINICAL NURSE CONSULTANT**

### **B3.1 Generic level statement**

**B3.1.1** The **Clinical Nurse Consultant** means an employee appointed as such, who is a Registered Nurse. The Clinical Nurse Consultant is a proficient practitioner who is accountable for the coordination of standards of care delivered in a specific patient/client care area.

- B3.1.2** The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.
- B3.1.3** The Clinical Nurse Consultant demonstrates:
- an advanced level of clinical skills;
  - proficiency in the delivery of nursing care;
  - skilled coordination of nursing care;
  - leadership qualities.
- B3.1.4** The Clinical Nurse Consultant fulfils the function of:
- change agent;
  - role model;
  - patient/client/staff educator;
  - action researcher.
- B3.1.5** The Clinical Nurse Consultant has the authority to coordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

## **B3.2 Responsibilities**

- B3.2.1** Coordinates patient care activities for one patient care/service delivery area.
- B3.2.2** Gives, on a regular basis, direct care to a small number of patients with complex care needs.
- B3.2.3** Manages activities related to the provision of safe patient/client care.
- B3.2.4** Evaluates care and institutes mechanisms to correct deficiencies.
- B3.2.5** Participates in multidisciplinary reviews of patient care outcomes.
- B3.2.6** Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care.
- B3.2.7** Undertake action research to address patient/client care problems and issues.
- B3.2.8** Reviews pattern of care delivery and assesses appropriateness of change.
- B3.2.9** Participates in committees for patient/client care improvements, initiatives and policy development.
- B3.2.10** Assesses professional development needs of staff and coordinates unit education programs.

- B3.2.11** Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.
- B3.2.12** Identifies issues requiring policy review.
- B3.2.13** Participates in relevant policy development.
- B3.2.14** Develops and implements relevant quality assurance programs.
- B3.2.15** Participates in staff selection processes.
- B3.2.16** Participates in orientation and other staff development activities.
- B3.2.17** Participates in performance review mechanisms.
- B3.2.18** Ensures a safe working environment.
- B3.2.19** Participates in relevant research projects.

#### **B4. LEVEL 3 - NURSE MANAGER**

##### **B4.1 Generic level statement**

- B4.1.1** **Nurse Manager** means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.
- B4.1.2** The Nurse Manager collaborates with the Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.
- B4.1.3** Nurse Managers must demonstrate management skills including:
- organisation and planning skills in relation to personnel and material resource management;
  - awareness and understanding of staffing methodologies;
  - leadership qualities;
  - analytical and report writing skills.
- B4.1.4** The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

##### **B4.2 Responsibilities**

- B4.2.1** Provides nursing management of human and material resources for a specified group of clinical units.

- B4.2.2** Provides financial management, budget preparation and cost control within the specified units.
- B4.2.3** Allocates and rosters staff for the designated units to provide an optimal level of patient/client care.
- B4.2.4** Coordinates staff leave.
- B4.2.5** Engages in research related to management issues and problems.
- B4.2.6** Develops a management information data base for area.
- B4.2.7** Engages in review of staffing methodology.
- B4.2.8** Identifies issues requiring policy review.
- B4.2.9** Participates in relevant policy development.
- B4.2.10** Develops and implements relevant quality assurance programs.
- B4.2.11** Participates in staff selection processes.
- B4.2.12** Participates in orientation and other staff development activities.
- B4.2.13** Ensures a safe working environment.
- B4.2.14** Participates in relevant research projects.

## **B5. LEVEL 3 - NURSE EDUCATOR**

### **B5.1 Generic level statement**

- B5.1.1** **Nurse Educator** means an employee appointed as such, who is a Registered Nurse and is accountable for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs.
- B5.1.2** The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.
- B5.1.3** The Nurse Educator demonstrates:
  - appropriate mix of clinical and educational skills;
  - analytical and report writing skills;
  - leadership qualities;
  - organisational and planning skills in relation to education.

## **B5.2 Responsibilities**

- B5.2.1** Assists in the design, implementation and assessment of nursing education programs, including inservice and staff development programs.
- B5.2.2** Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources.
- B5.2.3** Provides ongoing evaluation and modification of the staff development/education programs.
- B5.2.4** Cooperates with ward/unit staff to develop education initiatives for staff and patients.
- B5.2.5** Monitors ongoing educational needs of nursing staff and implements appropriate educational experiences.
- B5.2.6** Maintains an information data base on educational programs and program participants.

## **B6. LEVEL 3 - NURSE RESEARCHER**

### **B6.1 Generic level statement**

- B6.1.1** **Nurse Researcher** is an employee appointed as such, who is a Registered Nurse responsible for development, conduct and quality of ethically sound nursing research projects and quality assurance programs.
- B6.1.2** The Nurse Researcher acts as a resource person for nurses engaged in research and quality assurance projects.
- B6.1.3** The Nurse Researcher demonstrates:
- the knowledge of and ability to apply a range of research techniques and methodologies;
  - organisation and planning skills in relation to research practice;
  - leadership qualities;
  - analytical and report writing skills;
  - an awareness of ethical standards in research practice.
- B6.1.4** The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.
- B6.1.5** The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.

## **B6.2 Responsibilities**

- B6.2.1** Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice.
- B6.2.2** Maintains ongoing assessment of risk-benefit to persons participating in nursing research.
- B6.2.3** Adopts research procedures which protects privacy, confidentiality of information and patients rights.
- B6.2.4** Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients.
- B6.2.5** Communicates with relevant care givers when selecting research participants.
- B6.2.6** Contributes to the functioning of the Ethics Committee.
- B6.2.7** Ensures research participants are informed of research and its implications.
- B6.2.8** Documents and disseminates research findings.
- B6.2.9** Identifies issues requiring policy review.
- B6.2.10** Participates in relevant policy development.
- B6.2.11** Develops and implements relevant quality assurance programs.
- B6.2.12** Participates in staff selection processes.
- B6.2.13** Participates in orientation and other staff development activities.
- B6.2.14** Participates in performance review mechanisms.
- B6.2.15** Ensures a safe working environment.

## **B7. LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - CLINICAL**

### **B7.1 Generic level statement**

- B7.1.1** **Assistant Director of Nursing - Clinical** means an employee appointed as such who is a Registered Nurse and is an expert clinical practitioner. The Assistant Director of Nursing - Clinical is responsible for the overall coordination, formulation and direction of policies relating to the provision of clinical nursing care in designated settings, as well as providing advice on clinical issues for clients/patients.

- B7.1.2** The Assistant Director of Nursing - Clinical will work collaboratively with Assistant Directors of Nursing - Management, Clinical, Education and Research to ensure the provision of quality cost effective nursing care.
- B7.1.3** The Assistant Director of Nursing - Clinical is responsible for the development of appropriate policy and standards for the planning, development, implementation and evaluation of client/patient care.
- B7.1.4** The Assistant Director of Nursing - Clinical initiates and monitors quality assurance and research programs to ensure the provision of quality nursing care.
- B7.1.5** The Assistant Director of Nursing - Clinical assumes accountability and responsibility for own actions.

## **B7.2 Responsibilities**

- B7.2.1** Engages in coordination of a specific group of clinical units and Clinical Nurse Consultations.
- B7.2.2** Responsible, with the clinical unit staff, for a safe standard of client/patient care.
- B7.2.3** Develops strategies to effect appropriate quality assurance programs.
- B7.2.4** Responsible for clinical operational planning and decision making.
- B7.2.5** Acts as clinical to nursing division and contributes to nursing development and initiate reviews where appropriate.
- B7.2.6** Promotes participative decision making within the clinical stream.
- B7.2.7** Promotes effective leadership and support for the Clinical Nurse Consultant group.
- B7.2.8** Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- B7.2.9** Represents clinical unit staff at executive nursing level.
- B7.2.10** Functions as a member of the nursing executive team.
- B7.2.11** Participates in recruitment and selection of staff.
- B7.2.12** Participates in staff development programs.
- B7.2.13** Deputises for the Director of Nursing, when required.
- B7.2.14** Coordinates and promotes clinical research.

## **B8. LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - MANAGEMENT**

### **B8.1 Generic level statement**

- B8.1.1** **Assistant Director of Nursing - Management** means an employee appointed as such who is a Registered Nurse and is expert in the field of nursing management and who is accountable for coordinating the provision and availability of human, material and financial resources to an assigned number of management units and staffing methodologies.
- B8.1.2** The Assistant Director of Nursing - Management will work collaboratively with the Assistant Directors of Nursing - Clinical, Management, Education and Research to ensure the provision of quality, cost effective nursing care.
- B8.1.3** Position incumbents may be required to design and implement approved research studies and quality assurance programs pertaining to management and to evaluate findings.
- B8.1.4** Incumbents will coordinate the preparation of unit budget submissions and the preparation of the nursing division budget submission.
- B8.1.5** Assistant Director of Nursing - Management assumes accountability and responsibility for own actions.

### **B8.2 Responsibilities**

- B8.2.1** Acts as management consultant to nursing division and contributes to policy development.
- B8.2.2** Engages in management of human and material resources.
- B8.2.3** Engages in personnel functions.
- B8.2.4** Monitors global staff allocations.
- B8.2.5** Manages operational activities for specified units.
- B8.2.6** Undertakes the establishment and ongoing review of occupational health and safety programs.
- B8.2.7** Manages financial and budget control for a group of units.
- B8.2.8** Researches management issues and problems including absenteeism, turnover, job satisfaction and occupational injuries.
- B8.2.9** Promotes participative decision making within the management stream.
- B8.2.10** Provides effective leadership and support for the nurse manager group.

- B8.2.11** Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- B8.2.12** Represents the Nurse Managers at the executive nursing level.
- B8.2.13** Functions as a member of the executive nursing team.
- B8.2.14** Participates in recruitment and selection of staff.
- B8.2.15** Participates in staff development programs
- B8.2.16** Deputies for Director of Nursing when required.

## **B9. LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - EDUCATION AND STAFF DEVELOPMENT**

### **B9.1 Generic level statement**

- B9.1.1** **Assistant Director of Nursing - Education and Staff Development** means an employee appointed as such who is a Registered Nurse expert in the field of nurse education and is accountable for:
- development, implementation and evaluation of staff development programs;
  - the coordination and standards of nurse education/staff development programs.
- B9.1.2** The Assistant Director of Nursing - Education and Staff Development works collaboratively with the Assistant Directors of Nursing - Clinical, Research and Management to ensure the provision of quality, cost effective nursing care.
- B9.1.3** The Assistant Director of Nursing - Education assumes accountability and responsibility for own actions.

### **B9.2 Responsibilities**

- B9.2.1** Engages in the planning, coordination, implementation and evaluation of nursing staff development programs.
- B9.2.2** Manages educational resources.
- B9.2.3** Acts as an education consultant to the nursing division and contributes to policy development.
- B9.2.4** Undertakes career counselling for nursing staff.
- B9.2.5** Contributes to nursing staff development programs.

- B9.2.6** Maintains an information data base relative to education activities.
- B9.2.7** Promotes participative decision making within the education stream.
- B9.2.8** Provides educational leadership to staff.
- B9.2.9** Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- B9.2.10** Represents nurse educators at the executive nursing level.
- B9.2.11** Functions as an executive member of the nursing team.
- B9.2.12** Participates in recruitment and selection of staff.
- B9.2.13** Engages in financial management and budgetary control of educational resources.
- B9.2.14** Deputies for Director of Nursing when required.
- B9.2.15** Coordinates educational research.

#### **B10. LEVEL 4 - ASSISTANT DIRECTOR OF NURSING - RESEARCH**

##### **B10.1 Generic level statement**

- B10.1.1** **Assistant Director of Nursing - Research** means an employee appointed as such and is a Registered Nurse expert in the field of research and is responsible for the overall coordination and management of nursing research.
- B10.1.2** Assistant Director of Nursing - Research will work collaboratively with Assistant Directors of Nursing Clinical, Management and Education to:
  - improve the quality of nursing care through practice-oriented research;
  - ensure cost effective delivery of health care based research;
  - monitor the standards of quality care.
- B10.1.3** The Assistant Director of Nursing - Research assumes accountability and responsibility for own actions.

##### **B10.2 Responsibilities**

- B10.2.1** Initiates nursing research projects.
- B10.2.2** Promotes the funding and conduct of nursing research and contributes to policy development.
- B10.2.3** Acts as expert consultant on nursing research and contributes to policy development.

- B10.2.4** Supervises and coordinates nursing research projects.
- B10.2.5** Represents nursing on the ethics committee.
- B10.2.6** Establishes policies and guidelines for nurse researcher in line with ethics committee recommendation.
- B10.2.7** Ensures patient/human rights of participants in nursing research projects.
- B10.2.8** Ensures research is conducted in accordance with recognised ethical guidelines.
- B10.2.9** Implements relevant findings of nursing research.
- B10.2.10** Monitors risk benefit implications of nursing research.
- B10.2.11** Documents and disseminates research findings.
- B10.2.12** Promotes participative decision making within the research stream.
- B10.2.13** Provides effective leadership and support for nurses involved in research.
- B10.2.14** Monitors staff development strategies and outcomes using appropriate performance appraisal methodologies.
- B10.2.15** Represents nurse researchers at executive nursing level.
- B10.2.16** Functions as a member of the executive nursing team.
- B10.2.17** Participates in recruitment and selection of staff.
- B10.2.18** Participates in staff development programs.
- B10.2.19** Deputies for Director of Nursing when required.

## **B11. LEVEL 5 - DIRECTOR OF NURSING**

### **B11.1 Generic level statement**

- B11.1.1** **Director of Nursing** means an employee appointed as such, who is a Registered Nurse.
- B11.1.2** The Director of Nursing has responsibility for strategic planning and decision making relating to the nursing service.

**B11.1.3** The Director of Nursing is accountable for the activities of the nursing service, participates as a member of the executive management team within the health care agency and is involved in future planning strategies to ensure that the health facility meets the changing needs of patients/clients.

**B11.1.4** The Director of Nursing demonstrates knowledge of contemporary nursing theory and practice and expertise in health care, personnel and financial/economic management. The Director of Nursing demonstrates a high level of management and leadership skills and is required to formulate policies and strategic plans for staff and organisational development within the nursing service.

**B11.2 Responsibilities**

**B11.2.1** Promotes and coordinates the nursing division for the delivery of high quality care.

**B11.2.2** Represents the nursing division, its philosophies and objectives.

**B11.2.3** Provides overall budgetary management of the nursing division.

**B11.2.4** Functions as a member of the executive management team.

**B11.2.5** Represents the interest of nursing to the Health Service District.

**B11.2.6** Demonstrates leadership of the nursing service in line with developed philosophies, policies, objectives and goals of the nursing service and the health unit.

**B11.2.7** Engages in strategic planning and decision making in conjunction with senior nursing personnel.

**B11.2.8** Promotes a high standard of nursing practice.

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