

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

NURSES (QUEENSLAND PUBLIC HOSPITALS) AWARD 2004

Note: This award supersedes the Nurses (Queensland Public Hospitals) Award 1991 [AW790747].

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.33 action on Commission's own motion
(C No. 30583 of 1998)

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. 170 of 1998)

NURSES (QUEENSLAND PUBLIC HOSPITALS) AWARD 1991
(ODN C No. 606 of 1983)
[AW790747 Print J7768]

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, [PR948739] this award is varied as follows:

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

PART 1 - APPLICATION AND OPERATION OF AWARD

1. AWARD TITLE

This award shall be known as the Nurses (Queensland Public Hospitals) Award 2004.

2. ARRANGEMENT

This award is arranged as follows:

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. Definitions
7. Supersession and savings

Part 2 - Award flexibility

8. Enterprise flexibility provisions

PART 3 – Communication, consultation and dispute resolution

9. Grievance procedure

Part 4 - Employer and employees' duties, employment relationship and related arrangements

10. Employee duties – incidental and peripheral tasks
11. Employment categories
12. Termination of employment

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13. Classifications and rates of pay
14. Safety net adjustment
15. Federal minimum wage
16. Progression within classification levels
17. Accelerated advancement – Registered Nurse level 1
18. Total experience to count
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22. Director of Nursing and Assistant Director of Nursing exemption
23. Hours of work
24. Length of shifts
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26. Breaks between shifts
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Part 7 - Leave of absence and public holidays

32. Annual leave
33. Sick leave
34. Bereavement leave
35. Family leave
36. Public holidays

Part 8 – Award compliance

- 37. Attendance record
- 38. Posting of award

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 shall come into effect on 1 July 2004 and shall remain in force for a period of 12 months.

5. APPLICATION OF AWARD

This award shall be binding upon the Australian Nursing Federation (ANF) and its members and upon the employers being the Queensland Department of Health (Queensland Health) and the Mater Misericordiae Health Services, Brisbane (the Mater) as Respondents, in respect of all their employees for whom rates of pay are prescribed, whether members of the Federation or not. This award does not apply to the employment of persons to which the Nurses (Queensland Public Health Sector) Award. applies.

6. DEFINITIONS

6.1 Classifications of employees

- 6.1.1 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.
- 6.1.2 Enrolled Nurse** is an employee appointed to that classification which covers work by an employee:
- 6.1.2(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
 - 6.1.2(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.
 - 6.1.2(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.
- 6.1.3 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.
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 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.

- 6.1.7 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.
- 6.1.8 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.
- 6.1.9 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.
- 6.1.10 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.
- 6.1.11 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.
- 6.1.12 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.
- 6.1.13 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.

- 6.1.14 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.
- 6.1.15 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.
- 6.1.16 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:
- 6.1.16(a)** is, in the opinion of the employer required in the performance of duties;
 - 6.1.16(b)** does not lead to enrolment on a register or roll maintained by the Queensland Nursing Council; and
 - 6.1.16(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.

6.2 General definitions

6.2.1 Chief Executive is as defined by the *Health Services Act 1991*(Qld).

6.2.2 Divisions and districts

For the purpose of this award the following division and districts have been created.

6.2.2(a) Divisions

6.2.2(a)(i) Northern division

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

6.2.2(a)(ii) Mackay division

That portion of the State within the following boundaries: commencing at the junction of the sea-coast with the 21st parallel of south latitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due south to 22 degrees of south latitude; thence by that parallel of latitude due east to the sea-coast; thence by the sea-coast northerly to the point of commencement.

6.2.2(a)(iii) Southern division

That portion of the State not included in the northern or Mackay divisions.

6.2.2(b) Districts

6.2.2(b)(i) Northern division

6.2.2(b)(i)(1) Eastern district

That portion of the northern division along or east of 144 degrees 30 minutes of east longitude.

6.2.2(b)(i)(2) Western district

The remainder of the northern division.

6.2.2(b)(ii) Southern division

6.2.2(b)(ii)(1) Eastern district

That portion of the southern division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude, thence by that meridian of longitude due north to 25 degrees of south longitude; thence by that parallel of latitude due west to 147 degrees of east longitude; thence by that meridian of longitude due north to the southern boundary of the Mackay division.

6.2.2(b)(ii)(2) Western district

The remainder of the southern division.

6.2.3 Four weekly work cycle shall mean a work cycle of 28 calendar days in which each employee shall work ordinary hours of work on no more than 19 days in the four weekly work cycle.

- 6.2.4 Hospital and public hospital** shall mean any health facility or premises for the reception and treatment of the sick operated by an employer respondent to this award and includes a health centre, clinic, dental hospital and dental clinic.
- 6.2.5 Majority of shift** means the major portion of ordinary hours worked in any shift where the starting and finishing times occur on different days.
- 6.2.6 Union** means the Australian Nursing Federation (Queensland Branch) (ANF).

7. SUPERSESSION AND SAVINGS

- 7.1** This award supersedes the Nurses Award - Public Hospitals - State, of the Queensland Industrial Relations Commission in respect of the classes of employees for which provision is made herein provided that no right, obligations or liability incurred or accrued under that award or under the *Industrial Relations Act 1990* (Qld) shall be affected by this supersession unless expressly stated or necessarily implied and provided further that this supersession shall apply to matters for which provision is made in this award.
- 7.2** Except when inconsistent with this award, the provisions of the *Hospitals Act 1936-1988* (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 there under and the terms and conditions of service of employees as contained in the following:
- 7.2.1** Department of Health Manual of Procedures;
- 7.2.2** Department of Health Circulars;
- 7.2.3** Queensland Public Service Personnel Management Handbook;
- 7.2.4** Queensland Public Service Manual of Administrative Instructions;

shall have full force and effect and no amendment thereto shall operate to diminish any benefits in the terms and conditions of employment of employees covered by this award in relation to allowable award matters only as applicable as at the date of its commencement.

- 7.3** No employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencement of this award by reason only of the coming into force of this award.

PART 2 - 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 shall apply:

- 8.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall 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 shall be made to the Commission.

PART 3 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. GRIEVANCE PROCEDURE

- 9.1** 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.
- 9.2** This procedure applies to all industrial matters within the meaning of the *Workplace Relations Act 1996*.

9.3 Stage 1

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

9.4 Stage 2

If the grievance remains unresolved, the employee shall 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 Federation representative or other employee representative during the course of Stage 2.

9.5 Stage 3

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

9.6 The Chief Executive shall ensure that:

9.6.1 The aggrieved employee or such employee's Federation representative has the opportunity to present all aspects of the grievance.

9.6.2 The grievance shall be investigated in a thorough, fair and impartial manner.

9.6.3 The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Federation in appointing an investigating officer. The appointed person shall be other than the employee's supervisor or Manager.

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

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

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

9.7.1 Stage 1

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

9.7.2 Stage 2

Not to exceed seven days.

9.7.3 Stage 3

Not to exceed 14 days.

- 9.8** If the grievance is not settled the matter shall be referred to the Commissioner for Public Sector Equity, the Classification Review Tribunal or the Australian Industrial Relations Commission by the employee or the Federation, as appropriate, in accordance with the respective jurisdictions of the Tribunals.
- 9.9** Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 9.10** Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

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

10. EMPLOYEE DUTIES – INCIDENTAL AND PERIPHERAL TASKS

An employer may direct an employee to carry out such duties as are within the particular employee's skill, competence and educational preparation provided:

- 10.1** the duties are consistent with those performed by classifications in this award and within the educational preparation required for appointment to such classifications; or
- 10.2** if not consistent with the terms of 10.1 the duties are essential duties of an urgent, special or unusual nature required to be carried out because of the non-availability of the classification of employee usually assigned to that class of work and are not required on a regular basis; and
- 10.3** this clause shall not affect an employee's entitlement to higher or other duties and allowances provided in this award; and
- 10.4** all such directions are consistent with the employers responsibilities to provide a safe, healthy working environment.

11. EMPLOYMENT CATEGORIES

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

- Full-time
- Part-time (as defined in 11.2.1)
- Casual (as defined in 11.3.1)

11.2 Part-time employees

11.2.1 Definition

A part-time employee is an employee, other than a casual employee, as defined, or an employee employed in a relieving capacity, who is engaged to work regular hours each week.

11.2.2 Hours of work

11.2.2(a) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and must be at least four consecutive hours but not more than full-time ordinary hours. Such hours must be fewer than an average of full-time ordinary hours with the number or hours worked being fixed and constant over a weekly period.

11.2.2(b) The hours of duty of part-time employees must be worked in accordance with a roster, which may be varied from time to time to suit the exigencies of the establishment.

11.2.3 Termination of employment

The provisions of clause 12 - Termination of employment, apply to part-time employees. In the event that notice is not given, an amount equivalent to the proportion of one week's wage that the employee's average weekly working hours bears to 38 hours per week, shall be paid or forfeited.

11.2.4 Rate of pay

Part-time employees must be paid at the rate of 1/38th of the weekly rate of wages prescribed for the appropriate classification per hour with a minimum payment of four hours on any day when work is performed. Part-time employees are also entitled to any allowances applicable, under clause 21 - Allowances, based pro rata on the number of hours worked in relation to 38 in any week.

11.2.5 Annual leave

Part-time employees are entitled to annual leave in accordance with clause 32 - Annual leave. The calculation of full pay must be based upon the average number of hours worked per week during the employee's year of employment.

11.2.6 Sick leave

11.2.6(a) Part-time employees are entitled to sick leave in accordance with clause 33 - Sick leave will accumulate on the average hours worked in each week, on a pro rata basis related to 38 hours.

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

11.2.7 Bereavement leave

11.2.7(a) Part-time employees are entitled to bereavement leave in accordance with clause 34 - Bereavement leave.

11.2.7(b) Payment for a period of bereavement leave must be made according to the number of hours the employee would have worked on the day or days on which the leave was taken.

11.2.8 Public holidays

11.2.8(a) Part-time employees are entitled to the provisions of either 36.1 or 36.3. Payment must only be made for hours actually worked, with the appropriate minimum payments applied where necessary.

11.2.8(b) A part-time employee who usually works on a day of the week on which a Public holiday falls, and who is not required to work or who is rostered off duty on that day, must be paid for the hours which would otherwise have been worked on that day.

11.3 Casual employee

11.3.1 A casual is an employee, other than a part-time employee as defined in 11.2.1, who is engaged on a daily basis for not more than 32 hours per week.

11.3.2 A casual employees must be paid at the rate of 1/38th of the weekly rate of wages prescribed for the class of work upon which the employee is engaged plus an additional 23% per hour, with a minimum payment of two hours work in respect of each engagement. Casual employees are also entitled to pro rata payment of any allowance applicable, under clause 21 - Allowances, based upon the number of hours worked in relation to 38 per week.

12. TERMINATION OF EMPLOYMENT

12.1 Notice of termination by employer

12.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 12.1.2** In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 12.1.3** Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 12.1.4** In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 12.1.5** The period of notice in this clause, does not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

12.2 Notice of termination by an employee

- 12.2.1** An employee must give two weeks notice of termination.
- 12.2.2** 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.

12.3 Time off during notice period

- 12.3.1** Where an employer has given notice of termination to an employee, an employee is allowed up to one day of time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.
- 12.3.2** In the absence of mutual agreement between the employer and the employee, annual leave or any part thereof described by clause 32 - Annual leave, must not be considered as or nominated as notice for the purpose of termination of employment.
- 12.3.3** Where an employee ceases duty and has accrued credits, which have not been utilised under the accrued day off system (ADO), 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.

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

	Per week	Arbitrated safety net amount per week
	\$	\$
First year	390.30	111.50
Second year	447.70	127.80
Third year and thereafter	542.80	145.30
Provided that a Student Nurse at age 21 shall be paid not less than	497.20	142.00

13.1.2 Assistant in Nursing

	Per week	Arbitrated safety net amount per week
	\$	\$
First year	373.70	106.70
Second year	408.10	116.70
Third year	441.80	126.20
Fourth year	508.10	142.00
Fifth year and thereafter	530.10	142.00
Provided that an Assistant in Nursing shall at age 21 be paid not less than	497.20	142.00

13.1.3 Pupil Nurse

	Per week	Arbitrated safety net amount per week
	\$	\$
Under 21 years	415.80	106.70
At 21 years and over	553.90	142.00

13.1.4 Enrolled Nurse

Pay point	Per week	Arbitrated safety net amount per week
	\$	\$
Pay point 1	573.10	144.00
Pay point 2	582.50	144.00
Pay point 3	591.90	144.00
Pay point 4	601.35	144.00
Pay point 5	608.75	142.00

Provided that an employee under age 21 shall be paid: 76% of pay point 1
79% of pay point 2
84% of pay point 3

13.1.5 Registered Nurse Level 1

Year	Per week	Arbitrated safety net amount per week
	\$	\$
1st year	613.50	142.00
2nd year	637.10	142.00
3rd year	658.70	140.00
4th year	684.20	142.00
5th year	707.80	142.00
6th year	731.40	142.00
7th year	755.00	142.00
8th year	776.50	140.00

13.1.6 Registered Nurse Level 1 with midwifery certificate only

Year	Per week	Arbitrated safety net amount per week
	\$	\$
1st year	613.50	142.00
2nd year	637.10	142.00
3rd year	658.70	140.00

13.1.7 Registered Nurse Level 2

Year	Per week	Arbitrated safety net amount per week
	\$	\$
1st year	800.10	140.00
2nd year	813.80	138.00
3rd year	829.50	138.00
4th year	845.30	138.00

13.1.8 Registered Nurse Level 3

Year	Per week	Arbitrated safety net amount per week
	\$	\$
1st year	874.70	138.00
2nd year	892.40	138.00
3rd year	910.00	138.00
4th year	927.80	138.00

13.1.9 Registered Nurse Level 4

Per week	Arbitrated safety net amount per week
\$	\$
1090.70	138.00

13.1.10 Registered Nurse Level 5

Classification	Per week	Arbitrated safety net amount per week
	\$	\$
Grade 1	1022.00	138.00
Grade 2	1080.90	138.00
Grade 3	1159.50	138.00
Grade 4	1238.10	138.00
Grade 5	1375.60	138.00
Grade 6	1513.10	138.00

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 shall 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 shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall 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 shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall 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 CLASSIFICATION LEVELS

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 is by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.
- 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 must 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 is by incremental advancement on the completion of 1200 hours or 12 months service, whichever is the later. Both criteria must be satisfied having regard to the acquisition and utilisation of skills and knowledge through experience in the employee's practice setting/s over such period.
- 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 must only occur after a further 1200 hours or 12 months of continuous service whichever is the later. Both criteria must be satisfied from the date of the new appointment.

16.3 Casual employees

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

- 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 must only occur after a further 1200 hours or 12 months of continuous service whichever is the later. Both criteria must be satisfied from the date of the new appointment.
- 16.3.3** For the purpose of this clause, continuous service for a casual employee is considered 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 is 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 is not entitled to further advancement under this clause.

18. TOTAL EXPERIENCE TO COUNT

- 18.1** For the purpose of determining the rate of wages payable, an employee must be given credit for all previous continuous nursing service. Previous nursing service includes time spent in obtaining additional nursing certificates other than the general nursing certificate.
- 18.2** In calculating continuous nursing service for the purposes of this clause, any period of service (other than time spent in obtaining additional nursing certificates) prior to an absence of over three years from nursing duties covered by a relevant nursing award or relevant nursing agreement must not be taken into account.
- 18.3** In the case of student nurses the previous service must be certified by the Queensland Nursing Council and in the case of Registered Nurses by the Medical Superintendent or the Director of Nursing.

18.4 On termination of employment in any hospital each employee must be given a certificate signed by the Medical Superintendent or the Director of Nursing setting out the duration of employment and capacity in which employed.

18.5 The onus of proof rests with the employee to present proof of past experience within a period of four weeks of commencement of duty. In cases where satisfactory proof has not been produced within four weeks payment of salary for years of experience will only be paid from the date satisfactory proof has been produced. In cases where documentary evidence is unable to be obtained consideration will be given in special circumstances to the production of other evidence which is considered satisfactory to the employer.

19. HIGHER OR SPECIAL DUTIES

19.1 If an employee (other than a student nurse) is required to perform special duties or to relieve another employee on a classification for which a higher rate of pay than the employee is receiving is fixed by the award, provided the period of performing such special duties or such relieving work is one week or more, the employee must be paid such higher rate for the whole of such period.

19.2 A Registered Nurse, who is not permanently on the staff of a hospital, employed to relieve a director of nursing must not be paid less than the rate prescribed by this award for the director of nursing whom the Registered Nurse is relieving.

20. PAYMENT OF WAGES

20.1 Payment of wages is by electronic funds transfer on a weekly or fortnightly basis.

20.2 Payment other than by this method will be at the discretion of the employer.

21. ALLOWANCES

21.1 Board and lodging

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

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

21.2 Broken shift allowances

All employees engaged on shifts in which the ordinary hours of duty are subject to a break in continuity other than for the purpose of meal breaks and rest pauses, must be paid in addition to the ordinary rate of pay prescribed, an allowance at the rate of \$2.52 per shift for each shift so worked.

21.3 Dispensing

Any Director of Nursing or Registered Nurse required to perform dispensing work in a hospital in which a dispenser is not employed must be paid an additional \$1.45 per hour for time actually engaged on dispensing work.

21.4 Divisional and district allowances

21.4.1 Northern allowance

Adult employees covered by this award employed in the eastern district of the northern division must be paid \$1.05 per week, and juniors 53 cents per week over and above the rates prescribed in this award.

21.4.2 Mackay allowance

Adult employees covered by this award employed in the Mackay district must be paid 90 cents per week, and juniors 45 cents per week over and above the rates prescribed in this award.

21.4.3 Western allowance

21.4.3(a) Employees in the western district of the southern division must be paid the following weekly allowances in addition to the rates prescribed for such employees in the corresponding eastern district:

- \$1.05 per week for adults and 53 cents per week for juniors.

21.4.3(b) Employees in the western district of the northern division must be paid the following weekly allowances in addition to the rates prescribed for such employees in the corresponding eastern district:

- \$2.20 per week for adults and \$1.10 per week for juniors.

21.5 Fares

21.5.1 An employee appointed to a hospital must be reimbursed the equivalent of full first class railway, coach, aeroplane or boat fares (including first class sleepers where the railway is used and such are provided) and reasonable out-of-pocket expenses incurred by the employee in reaching the position, refunded after six months continuous service in the hospital.

21.5.2 Where an employee has been engaged for a definite period of time (including an employee relieving another employee on recreation or sick leave) and has completed the term of engagement the employer must reimburse the employee the equivalent of first class return fares (including first class sleepers where the railway is used and such are provided) and in addition reasonable out-of-pocket expenses to and from the employee's place of engagement.

21.5.3 By mutual agreement, in lieu of a refund of fares, where travel is by the employee's own vehicle, the employer will pay:

21.5.3(a) a reasonable amount to cover the cost of petrol and oil for the journey;

21.5.3(b) an amount not exceeding the reasonable and necessary expenses which the employee would have been entitled to under this clause had the employee travelled by railway.

21.5.4 Payment, in lieu of fares, will be made:

21.5.4(a) after six months continuous service in the hospital; or

21.5.4(b) in the case of an employee who has completed a definite period of engagement, at the termination of the employee's engagement.

21.6 Any employee whose duties require the employee to travel shall be paid first class fares and all reasonable out-of-pocket expenses.

21.7 Night Supervisor allowance

A Registered Nurse Level 1, Level 2 or Level 3 who is required to undertake the duties of Night Supervisor must be paid the following additional amounts per night whilst so engaged:

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

100 beds and under	\$3.32 per night
Over 100 beds	\$6.59 per night

21.8 On-call duty – Assistants in Nursing

21.8.1 Where an employee is instructed to be available on remote call (i.e. on call for duty and allowed to leave the hospital precincts subject to being immediately available for recall to duty) outside the employee's ordinary or rostered working hours, the employee must be paid, in addition to the employee's ordinary rate of pay, an allowance in accordance with the following scale:

21.8.1(a) where the employee is on call throughout the whole of a rostered day off duty, a Saturday, Sunday, or a statutory holiday - \$6.58 in respect of each of such instances;

21.8.1(b) where the employee is on call during the night only on a rostered day off duty, a Saturday, Sunday, or a statutory holiday - \$4.23 per night; and

21.8.1(c) where an employee is on call on any other night - \$2.64 per night.

21.8.2 A night in this clause means those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours.

21.8.3 Where an employee is placed on close call (i.e. on call for duty and not allowed to leave the hospital precincts) an amount of \$2.22 must be paid in addition to the appropriate allowance prescribed in 21.8.1.

21.8.4 Board and lodging must be provided free-of-charge to employees who usually live-out and who are required to remain on close call within the hospital precincts.

21.8.5 In the event of an employee on call being recalled to perform work during the employee's off duty period, the employee must be paid for the time worked at the prescribed overtime rate with a minimum payment as for two hours work, such time to be calculated in the case of an employee on remote call as from home and back to home.

21.8.6 An employee on remote call, if recalled to perform work during the employee's off duty period, must be provided with transport to and from the employee's home or will be refunded the cost of such transport.

21.8.7 The provisions of 29.10 apply when an employee has actually worked in excess of two hours on one or more call-outs.

21.9 On-call and re-call - Registered Nursing and Enrolled Nursing classifications

21.9.1 An employee other than a Registered Nurse level 4 or 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, receives an additional amount of \$15.43 for the period or part thereof.

21.9.2 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 receives an additional amount of \$23.14 for the period or part thereof.

21.9.3 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 receives an additional amount of \$27.00 for the period or part thereof.

- 21.9.4** Subject to 21.9.5, should an employee rostered to be on call be recalled to duty, such employee in addition to the rates prescribed in 21.9.1 to 21.9.3, is entitled to receive normal overtime provisions in accordance with the provisions of clause 29 - Overtime.
- 21.9.5** Subject to 21.9.5(e):
- 21.9.5(a)** An employee who is rostered to be on call and is recalled to work for any purpose must 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.
 - 21.9.5(b)** In the case of an employee who is rostered to be on-call, and who is recalled to work, payment must be made from the time the employee starts work.
 - 21.9.5(c)** An employee who is not rostered to be on-call and who is recalled to work must be paid a minimum of three hours. The time spent travelling to and from the place of duty must be considered to be time worked.
 - 21.9.5(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 is to be included with actual duty for the purpose of overtime payment.
 - 21.9.5(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.
 - 21.9.5(f)** If an employee is recalled to work the employee must be provided with transport to and from their home or the cost of such transport will be refunded.
 - 21.9.5(g)** Where an employee is recalled to work within three hours of commencing normal duty and the employee remains at work, the employee must be provided with transport from their home to the hospital or the cost of such transport will be refunded.
- 21.9.6** An employee placed on-call must remain at the employee's 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.

- 21.9.7** An employee on call who usually lives-out and who is required to remain on close call within the hospital precincts must be provided free of charge with board and lodging.
- 21.9.8** An employee rostered to be on-call or part thereof spanning two days over which two different on-call allowances apply, must receive a payment which is equal to the allowance payable for the day attracting the higher allowance.
- 21.9.9** The provisions of 29.10 applies when an employee has actually worked in excess of two hours on one or more call-outs.

21.10 Operating theatre allowance

A Registered Nurse appointed to be in charge of the theatre must be paid an allowance of \$1.49 per day in addition to the rate prescribed.

21.11 Uniforms

- 21.11.1** Where an employee is required by the employer to wear a uniform, the employer must pay an allowance of \$159.00 per annum. This allowance is not to be paid where a uniform of a type or design considered most suitable is supplied free of charge by the employer. A laundry allowance of \$1.85 per week must be paid to the employee. This allowance is not be paid where the uniform is laundered by the employer.
- 21.11.2** Uniform allowance is payable each payday on a pro rata basis and is also payable during periods of absence on sick, annual or other leave.

21.12 X-ray and radium

Any Director of Nursing or Registered Nurse whose duty requires them to use or assist in using x-ray apparatus or radium is entitled to an allowance of \$7.14 per week in addition to the rate prescribed.

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

22. DIRECTOR OF NURSING AND ASSISTANT DIRECTOR OF NURSING EXEMPTION

Directors of Nursing, and Assistant Directors of Nursing are exempt from the provisions of this part except for clauses 27 - Meal breaks and 28 - Rest pauses.

23. HOURS OF WORK

23.1 Subject to the exceptions provided, the ordinary hours of work will be an average of 38 hours per week, but not greater than 80 in any one fortnight, to be worked according to a roster as follows:

23.1.1 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

23.1.2 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

23.1.3 by any other arrangement as agreed between the employer and the majority of employees.

23.2 ADO's may be accumulated, and be taken off at a mutually acceptable time, up to a maximum of five days, except in exceptional circumstances when the maximum will increase to 12 days.

23.3 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 for, the methods of working the 38 hour week for that particular hospital, facility, ward or discrete section of a hospital or facility may be varied following consultation between the ANF and the employer.

24. LENGTH OF SHIFTS

Subject to clause 23 - Hours of work, the ordinary working hours of all employees will be exclusive of meal times and will be worked in shifts the lengths of which shall be agreed between management and the majority of employees.

25. ROSTERS

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

25.2 Each employee is allowed two whole consecutive rostered days off in each week.

25.2.1 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.

25.2.2 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.

25.3 Rosters setting out the employees' 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.

25.4 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.

26. BREAKS BETWEEN SHIFTS

26.1 Employees must 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 must be given in the following circumstances:

26.1.1 to satisfy operating theatre staffing requirements;

26.1.2 to permit changes of shift rosters;

26.1.3 to roster lecture periods for student nurses;

26.1.4 in any other case agreed upon by the employee and the employer.

27. MEAL BREAKS

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

28. REST PAUSES

28.1 Every employee covered by this award is entitled to a rest pause of 10 minutes duration in the employers' time in the first and second half of the working day. Such rest pauses are to be taken at such times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

28.2 The employer may determine that the rest pauses may be combined into one, 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

29. OVERTIME

29.1 For all authorised overtime worked in excess of rostered ordinary hours of work Monday - Saturday inclusive, must be paid for at the rate of time and a half for the first three hours and double time thereafter.

- 29.2** An Assistant in Nursing rostered to work shift work must be paid at the rate of double time for all authorised overtime with a minimum payment as for two hours work on a Saturday.
- 29.3** For all authorised overtime worked on a Sunday, payment must be made at the rate of double time.
- 29.4** An Assistant in Nursing must receive a minimum payment of two hours.
- 29.5** For all authorised overtime worked on a public holiday, payment must be made at the rate of double time and a half.
- 29.6** The minimum payment prescribed in 29.2 and 29.4 does not apply where an Assistant in Nursing works overtime in conjunction with or an extension of the normal ordinary rostered shift.
- 29.7** 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:
- 29.8** Accrual of such time off will be to a maximum of 24 hours. Any time in excess of 24 hours must be paid at the overtime rates.
- 29.9** An employee, other than an employee who lives in, who is called upon to work overtime for more than one hour after their rostered ceasing time, and where the usual meal time occurs during such period of overtime, must be paid an allowance of \$6.20. This allowance is not to be paid where a meal is provided by the employer free of charge.
- 29.10** 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 in the next day that they have not at least 10 consecutive hours off duty between those times, must, subject to this clause, be released after completion of such overtime until they have had 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 must be paid double rates until they are released from duty for such period, and they must 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.
- 29.11** The provisions of 29.10 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:
- 29.11.1** to satisfy operating theatre staffing requirements;
- 29.11.2** to permit changes of shift rosters;

29.11.3 to roster lecture periods for student nurses;

29.11.4 in any other case agreed upon by the employer and the majority of employees.

29.12 An Assistant in Nursing recalled to perform duty after completing an ordinary shift or on any day off must be paid at overtime rates for such duty with a minimum payment of two hours at overtime rates.

29.13 An employee required to travel as escort for a patient must be paid at the appropriate rate for all time the patient is under the employee's care. When returning from such escort, the employee must be paid for a maximum of 12 hours out of every 24 hours at ordinary rates. If returning on a rostered day off the employee must be granted, an additional day off in lieu or an additional day is to be added to the employee's annual leave.

30. SHIFT WORK

30.1 Afternoon shift and night shift – Registered Nurses Levels 1, 2 and 3 and Enrolled Nurses

30.1.1 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.

30.1.2 Registered Nurses Levels 1, 2 and 3 and Enrolled Nurses working an afternoon shift must be paid an allowance of 12.5% for each shift of ordinary hours.

30.1.3 A night shift is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.

30.1.4 Night shift workers must be paid an allowance of 15% for each shift of ordinary hours.

30.1.5 Despite 11.3.2, a casual employee's shift allowance must be calculated on the relevant wage rate exclusive of the casual loading.

30.1.6 Afternoon and night shift allowances do not apply to shift work performed on Saturday and Sunday where the extra payments prescribed by clause 31 - Weekend work - extra payment apply.

30.1.7 Calculation of payments will be made on 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.

30.1.8 Afternoon and night shift allowances do not apply to shift work performed on public holidays where the extra payments prescribed by clause 36 - Public holidays apply.

30.2 Afternoon and night shifts – Assistants in Nursing

30.2.1 Afternoon and night shift workers must be paid an allowance of 15% for each shift of ordinary hours where the major portion of such shift is worked between the hours of 4.00 p.m. and 8.00 a.m. the following day.

30.2.2 Despite 11.3.2, a casual employee's shift allowance must be calculated on the relevant wage rate exclusive of the casual loading.

30.2.3 Afternoon and night shift allowances do not apply to shift work performed on Saturday and Sunday where the extra payments prescribed by clause 31 - Weekend work - extra payment apply.

30.2.4 Calculations of payments 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.

30.2.5 Afternoon and night shift allowances do not apply to shift work performed on public holidays where the extra payments prescribed by clause 36 - Public holidays apply.

30.3 Limitation on night duty

30.3.1 Night duty must be limited to a period not exceeding three months at any one time, and any employee who has performed night duty continuously for a period of three months must not be again employed on night duty during the six months following such period.

30.3.2 Any employee may, by written agreement with the employer, be employed permanently on night duty and the Australian Nursing Federation (Queensland Branch) must be given notice of such agreement.

30.3.3 This clause does not apply to any employee in receipt of a rate of pay in excess of that of a Registered Nurse.

30.3.4 Student nurses sitting for either hospital examinations or Queensland Nursing Council examinations will not be required to perform night duty on the night before the examination day.

31. WEEKEND WORK – EXTRA PAYMENT

31.1 All time worked up to and including 10 hours in any rostered shift of ordinary hours between midnight Friday and midnight Saturday must be paid at the rate or time and a half.

- 31.2** All time worked between midnight Saturday and midnight Sunday must be paid at the rate of time and three-quarters.
- 31.3** Employees receiving the rate applicable to Assistant in Nursing must be paid double time for all time worked between midnight Saturday and midnight Sunday.
- 31.4** Calculation of payments under this clause as well as under 30.1 and 30.2 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.
- 31.5** Where more than 10 ordinary hours are worked in any one shift of ordinary hours during the above period, double ordinary rates must be paid for all time in excess of 10 hours.
- 31.6** Despite 11.3.2, Sunday penalty payments include the casual loading.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

32. ANNUAL LEAVE

- 32.1** All employees (other than a casual employee) in public hospitals are entitled to 190 hours leave on full pay in each year, 38 hours of such being in lieu of extra payment for work done on the public holidays in 36.1.1.
- 32.2** All employees in dental hospitals and dental clinics are entitled to 152 hours leave on full pay in each year.
- 32.3** 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 of the facility duly authorised in that regard, every employee so engaged in shift work who has completed a full year of employment will be allowed additional annual leave at the rate of 38 hours per year in respect of the period during which such shifts have been worked by the employee, if the employee has worked at least 20 rostered shifts on night duty during such year of employment.
- 32.4** If any of the annual leave entitlement has not been taken as it falls due from time to time, such annual leave, by mutual agreement, may be accumulated for a period not exceeding two years.
- 32.5** Annual leave by mutual agreement between employer and employee may be taken in one or more parts. 38 hours of the entitlement is available in single day periods and the remaining entitlement is available in periods of not less than 38 hours.
- 32.6** All annual leave is to be paid for in advance and will be taken to suit the administration, but in exercising its discretion the administration will give reasonable consideration to the preference of employees in public hospitals, dental hospitals or dental clinics.

32.7 Where an employee leaves the service of a public hospital, dental hospital or dental clinic before the employee's annual leave has become due, the employee will receive a pro rata amount of annual leave on full pay.

32.8 All employees will have their annual leave entitlement debited by the number of working days between Christmas and New Year's Day inclusive when there is a compulsory closure of government establishments over the Christmas/New Year period.

32.9 Where an employee's annual leave account is debited due to a compulsory closure between the Christmas/New Year period, such debit must be made from an employee's single day annual leave account.

32.10 Calculation of annual leave pay

Annual leave entitlements are to be calculated as follows:

32.10.1 Continuous shift workers

Subject to 32.10.3 the rate of wage to be paid to a continuous shift worker must be the ordinary wage plus 27.5% annual leave loading at the rate payable.

32.10.2 Leading hands, etc

Subject to 32.10.3, leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked must be included in the wages to be paid to employees during annual leave.

32.10.3 All employees

32.10.3(a) Subject to the provisions of 32.10.3(b), the payment must not be less than the sum of the following amounts:

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

32.10.3(a)(ii) leading hand allowance or amount of a like nature;

32.10.3(a)(iii) a further amount calculated at the rate of 17.5% of the amounts referred to in 32.10.3(a)(i) and 32.10.3(a)(ii).

32.10.3(b) The provision of 32.10.3(a) does not apply to the following:

32.10.3(b)(i) Any period or periods of annual leave exceeding:

32.10.3(b)(i)(A) 190 hours in the case of employees whose work is performed in three shifts per day over a period of seven days per week in accordance with this clause; or

32.10.3(b)(i)(B) 152 hours in any other case.

32.10.3(b)(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

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

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

33. SICK LEAVE

33.1 An employee is entitled to 10 days sick leave on full pay for each completed year of service.

33.2 Furthermore, for any period of employment of less than one year, an employee is entitled to take 7.6 hours sick leave for each one month and six days and an employee is entitled to take that sick leave as it becomes accrued.

33.3 This entitlement is conditional upon:

33.3.1 Prompt notification of the illness to the employer;

33.3.2 If the employee is absent for more than two days:

33.3.2(a) The employee providing the employer with a certificate from a medical practitioner specifying the nature of the illness and the approximate period during which the employee will be unable to work; or

33.3.2(b) The employee providing the employer with other evidence of the illness to the employer's satisfaction.

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

34. BEREAVEMENT LEAVE

- 34.1** An employee, on the death within Australia of a wife, husband, father, mother, father-in-law, mother-in-law, step-father, step-mother, brother, sister, step-brother, step-sister, half-brother, half-sister, brother-in-law, sister-in-law, child or step-child, son-in-law, daughter-in-law is entitled on notice to leave up to and including the day of the funeral of such relation, and such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.
- 34.2** For the purposes of this clause the words wife and husband shall include a person who lives with the employee as a de facto wife or husband.

35. FAMILY LEAVE

The provisions of the Family Leave Award – Queensland Public Sector apply to and are considered to form part of this award.

36. PUBLIC HOLIDAYS

36.1 Public holidays – public hospitals

- 36.1.1** All work done by an employee during their ordinary shifts on Good Friday, 25 April (Anzac Day), Christmas Day, New Year's Day, 26 January, Easter Monday, the Birthday of the Sovereign and Boxing Day, or on any day appointed under the *Holidays Act 1983* (Qld) to be kept in place of any such holiday, must be paid for at one and a-half times the ordinary rate.
- 36.1.2** An employee is entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* (Qld) to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee must be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rates prescribed for such work with a minimum of four hours.
- 36.1.3** All work done by an employee in a district specified from time to time by the appropriate Minister by notification published in the Queensland Government Gazette on the day appointed under the *Holidays Act 1983* (Qld) to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district, must be paid for at the rate of double time and a half.
- 36.1.4** All work done by an employee on Easter Saturday (the day after Good Friday) must be paid for at the rate of double time and a half.

- 36.1.5** For the purpose of these provisions, where the rate of wages is a weekly rate, double time and a half means one and one-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.
- 36.1.6** Should Labour Day, Show Day or Easter Saturday occur during the period of an employee's annual leave, an extra day for each such day so occurring, must be added to the employee's annual leave.
- 36.1.7** In respect to Easter Saturday an additional day must not be added to an employee's annual leave where that employee, as part of the employee's ordinary working arrangements, is not required to work on Saturdays.
- 36.1.8** Where an employee is rostered off on Labour Day, Show Day or Easter Saturday the employee must be paid an additional day's wage or must be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned or an extra day must be added to the employee's annual leave for each such day on which the employee is rostered off.
- 36.1.9** In respect to Easter Saturday, 36.1.8 does not apply to employees who are not ordinarily required to work on weekends.
- 36.1.10** Casual employees required to work on public holidays must be paid at the rate of double time and a half for all time worked.
- 36.1.11** Where a public holiday as prescribed by this clause falls upon a Saturday or Sunday and an employee as part of the employee's ordinary rostered hours is required to work upon such day, calculations of payment must be made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different days.
- 36.1.12** The ADO must not coincide with a public holiday. Another day determined by mutual agreement between the employer and employee will be taken in lieu. This day is to be within the same four weekly work cycle where possible.
- 36.1.13** Where an employee is not required to work on any specific public holiday it will be regarded as a day worked for accrual purposes of the ADO.

36.2 Public holidays - levels 4 and 5 Registered Nurses

- 36.2.1** The salaries for Level 4 and Level 5 Registered Nurses grades 3, 4, 5 and 6 are all inclusive. However, these employees will only be required to work on public holidays in emergency situations and by mutual agreement.
- 36.2.2** A Level 5 Registered Nurse grade 1 or 2 may be authorised by the employer to perform essential clinical work on a public holiday, and will be entitled to payment according to the provisions of this clause.

36.3 Public Holidays - dental hospitals and dental clinics

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

PART 8 – AWARD COMPLIANCE

37. ATTENDANCE RECORD

An employee attendance record must be kept by each hospital subject to this award. It must show the name, category, classification of each employee and time worked on each day, including overtime.

38. POSTING OF AWARD

A copy of this award must be kept posted in a prominent and accessible place in the workplace.

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:

A1.10.2(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

A1.10.2(b) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

A1.10.2(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 12 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 procedure.

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 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">• ADON - Clinical• ADON - Management• ADON - Education/Staff Development• ADON - Research
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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