

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 125 - making, amending and repealing awards
s. 129 - flow-on of certified agreements

Australian Agricultural College Employing Office AND The Queensland Public Sector Union of Employees and Another (A/2011/5)

AGRICULTURAL COLLEGES OF QUEENSLAND (EXCLUDING DOMESTIC AND GENERAL STAFF) AWARD - STATE 2004

COMMISSIONER FISHER

4 March 2011

AMENDMENT

This matter coming on for hearing before the Commission at Brisbane on 21 February and 4 March 2011 this Commission orders that the said Award be amended as follows as from 21 February 2011:

1. By deleting the following from PART 1 of clause 1.2:

Custom and practice 1.7

2. By deleting the words "Wage rates" from PART 5 of clause 1.2 and inserting the word "Salaries" in lieu thereof.

3. By inserting the following at the end of PART 6 of clause 1.2:

On call provisions 6.6

Flexible working hours arrangements 6.7

4. By deleting the words "Travel expenses" from PART 8 of clause 1.2 and inserting the following in lieu thereof:

Travelling and relieving expenses 8.1

Transfer and appointment expenses 8.2

5. By deleting clause 1.4 and inserting the following in lieu thereof:

1.4 Coverage

This Award applies to employees engaged by the Australian Agricultural College Corporation or the Australian Agricultural College Employing Office in the positions or classes of positions listed at clauses 5.1.2, 5.1.3, 5.1.4, Schedule 2 and Schedule 3 and whose rates of pay are fixed by this Award.

6. By deleting clause 1.5.3 and inserting the following in lieu thereof:

1.5.3 "Board" means the Board of the Corporation constituted under the *Agricultural College Act 2005*.

7. By deleting clause 1.5.6 and inserting the following in lieu thereof:

1.5.6 "College" means the Agricultural College established in accordance with the *Agricultural College Act 2005*.

8. By deleting clauses 1.5.8 and 1.5.9 and inserting the following in lieu thereof:

1.5.8 "Director" means the person appointed under the *Agricultural College Act 2005* as Chief Executive Officer of the Agricultural College and who is responsible for the day to day management of the Agricultural College.

1.5.9 "Employer" means the Australian Agricultural College or Australian Agricultural College Employing Office established under the *Agricultural College Act 2005*.

9. By deleting clauses 1.5.14 and 1.5.15 and inserting the following in lieu thereof:

1.5.14 "Registered Nurse" means a nurse licensed to practise nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Nursing and Midwifery Board of

Australia with General registration as a 'registered nurse', on the Register of Nurses in Division 1 Registered nurses. Roles and responsibilities of the Registered Nurse are described in the Generic Level Statements - refer to Schedule 3.

10. By renumbering clauses 1.5.16 to 1.5.21 as 1.5.15 to 1.5.20 respectively.

11. By deleting clause 1.6 and inserting the following in lieu thereof:

1.6 Parties bound

This Award is legally binding on the following parties:

- (a) the Australian Agricultural College Corporation and the Australian Agricultural College Employing Office;
- (b) employees engaged by the Australian Agricultural College Corporation and the Australian Agricultural College Employing Office; and
- (c) The Queensland Public Sector Union of Employees and/or the Queensland Nurses' Union of Employees.

12. By deleting clause 1.7 (Custom and practice).

13. By deleting clause 3.2.7 and inserting the following in lieu thereof:

3.2.7 If the grievance is not settled the matter will be referred to the chief executive of the Public Service Commission or to the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

14. By deleting clause 4.4 and inserting the following in lieu thereof:

4.4 Employment categories

An Employer may appoint full-time, part-time, fixed-term or casual employees as it considers sufficient to properly perform its functions prescribed by the *Agricultural College Act 2005*.

15. By deleting clause 4.10.1 and inserting the following in lieu thereof:

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

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

16. By deleting clause 4.14.15 and inserting the following in lieu thereof:

4.14.15 *Employees of Queensland Government Departments and Agencies*

The provisions of clause 4.14 will not apply to employees of Queensland Government Departments and Agencies to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister for Industrial Relations pursuant to s. 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.14.

17. By deleting clause 4.15 and inserting the following in lieu thereof:

4.15 Recognition of previous service

Recognition of previous service by an employee engaged by the Employer will be in accordance with the provisions outlined in the Recognition of Previous Service and Employment Directive issued under s. 54 of the *Public Service Act 2008*.

18. By deleting clause 5.1 and inserting the following in lieu thereof:

5.1 Salaries

5.1.1 Salary rates payable to employees engaged under this Award in the Administrative, Professional, Technical, Operational Streams and Nurses are prescribed in Schedule 1.

5.1.2 *Salary rates - Instructional Staff*

The following scale of minimum salaries will apply to Instructional Staff:

Salary Step	Classification	Salary Per fortnight \$
1	Assistant Instructor	1,992.50
2		2,029.30
3		2,211.30
4	Instructor Level 1	2,310.80
5		2,410.20
6		2,511.30
7		2,614.50
8	Instructor Level 2	2,717.00
9		2,820.50
10	Senior Instructor	2,888.90
11		2,958.00
12		3,026.60

The rates of pay in this Award include notional rates from the Australian Agricultural College Employing Office Certified Agreement 2007 effective from 1 October 2008 and based on the new classification structure introduced in the Australian Agricultural College Employing Office Certified Agreement 2009. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.1.3 *Appointment and Progression - Instructional Staff*

- (a) Subject to the approval by the College Director of individual appointments, the following minimum conditions shall apply to the appointment of Instructors:
- (i) Assistant Instructor Appointment Point - Requirements - A Certificate IV in Training and Assessment (or equivalent) and a vocational qualification or demonstrated competencies and experience appropriate to the position (i.e. at or above the level of the competencies to be delivered). Where the candidate does not have the Certificate IV in Training and Assessment it must be obtained within the 6 month probation period and at the candidate's expense.
 - (ii) Instructor Level 1 Salary Progression/Appointment Point - Requirements - Progression requires 12 months service plus specified instructional and vocational qualifications and experience required before progression to Step 3. The minimum instructional qualification is the Certificate IV in Training and Assessment (or equivalent) and the minimum vocational qualification a Certificate IV (or equivalent) in a field relevant to the instructional role.
 - (iii) Instructor Level 2 Salary Progression/Appointment Point - Requirements - Progression requires specified instructional and vocational qualifications. The minimum instructional qualification is the Diploma in Training and Assessment (or equivalent) and the vocational qualification a relevant Degree (or a postgraduate/vocational graduate certificate) in a relevant field.

- (iv) Senior Instructor Salary Progression/Appointment Point - Requirements - Progression requires 12 months service at Step 9 and written undertaking to perform additional duties/teaching excellence/leadership role.
- (b) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments on satisfactory performance.
- (c) Providing all the mandatory salary progression/appointment point requirements have been met, a candidate may negotiate an appropriate step within the applicable appointment range based on relevant experience.

5.1.4 *Appointment and Progression - Senior Instructor*

- (a) Instructors on Step 9 of the salary scale may elect to progress to Senior Instructor following the required 12 months service at Step 9 and written undertaking to perform additional duties/teaching excellence/leadership role.
- (b) The minimum instructional qualification to progress to Senior Instructor is the Diploma in Training and Assessment (or equivalent) and the vocational qualification a relevant Degree (or a postgraduate/vocational graduate certificate) in a relevant field.
- (c) The additional duties expected of a Senior Instructor may include:
 - Leadership in teaching practice;
 - Teacher plus team leadership;
 - Mentoring (teachers/tutors);
 - Industry liaison work;
 - Accountability (delegation of financial or staffing);
 - Marketing (development of promotional strategies);
 - Performance of high level duties of a critical nature to the business provided that these duties are not those expected of Directors;
 - International projects/business.
- (d) The list of additional duties is meant to be indicative only and does not provide an exhaustive list, however the allocation of additional duties will demonstrate the improvement of teaching practice through leadership and mentoring as the highest of the above listed priorities.
- (e) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments on satisfactory performance.
- (f) Providing all the mandatory salary progression/appointment point requirements have been met, a candidate may negotiate an appropriate step within the applicable appointment range based on relevant experience.
- (g) Should a Senior Instructor fail to meet their undertaking they shall be made subject to a review of their duties and classification which includes assessment of factors impacting on the ability of the Senior Instructor to achieve undertakings. Such a review may consider a re-allocation of duties or a removal of the Senior Instructor classification whereby the employee would return to Step 9.
- (h) There will be no quotas to limit the number of Senior Instructors.

19. By deleting clause 5.5 and inserting the following in lieu thereof:

5.5 Job evaluation

In respect to positions in the Administrative, Professional, Technical and Operational Streams, the Employer will use the same job evaluation methodology as is prescribed by the Recruitment and Selection Directive issued under s. 54 of the *Public Service Act 2008*.

20. By deleting clause 5.10 and inserting the following in lieu thereof:

5.10 Performance of higher duties

An employee appointed to a specified Classification Level and who performs work at a higher Classification Level as prescribed by this Award will be entitled to the payment for higher duties on the same conditions as are prescribed by the Higher Duties Directive issued under s. 54 of the *Public Service Act 2008*.

21. By deleting clause 5.11 and inserting the following in lieu thereof:

5.11 Allowances

5.11.1 Meal allowance

Employees will be entitled to be paid a meal allowance as prescribed by the Overtime Meal Allowances Directive issued under s. 54 of the *Public Service Act 2008*.

5.11.2 Locality allowance

Locality allowances at the rates and on the conditions set out in the Locality Allowances Directive issued under s. 54 of the *Public Service Act 2008* will apply to the employees or classes of employees whose salaries are prescribed by this Award.

5.11.3 Travelling allowance

Rates or payment in relation to travel and other legitimate expenses incurred by employees whilst absent from the College on approved College business will be in accordance with schedules advised from time to time by the employer. In general, actual and reasonable expenses incurred will be refunded by the employer on receipt of a properly completed claim form for the purpose. No allowance will be paid for the use of private vehicles unless prior written approval has been given.

22. By deleting clause 5.12.1 and inserting the following in lieu thereof:

5.12.1 All eligible employees will be entitled to Occupational Superannuation Benefits in accordance with the *Superannuation (State Public Sector) Act 1990*.

23. By deleting clause 6.4 and inserting the following in lieu thereof:

6.4 Overtime

6.4.1 Except as provided in clause 6.4 all overtime shall be compensated on the basis of equivalent time-off-in-lieu (TOIL).

6.4.2 Staff are to have reasonable access to utilising accrued TOIL. Where possible and practicable, staff are to be afforded the opportunity to utilise TOIL before accruals are in excess of the limit as specified by AACC Working Hours policy (but shall not exceed 228 hours) or within 12 months of accrual.

Accrual of TOIL in excess of the specified limit or if it is not utilised within 12 months of accrual are generally undesirable and managers and employees have a responsibility to manage TOIL in such a way as to prevent such accruals occurring, unless by prior approval or in exceptional circumstances.

Payment for accrued TOIL at ordinary rates may occur at the employee's election in the following circumstances:

- (a) for accrued TOIL in excess of the specified limit; or
- (b) where accrued TOIL is not utilised within 12 months of its date of accrual:

Provided that payment is subject to both an employee having taken reasonable steps to avoid excessive TOIL balances; and the employee having been refused an application to take such time off.

6.4.3 Employees may elect to receive payment for any authorised overtime worked in excess of ordinary hours on any day, instead of time off in lieu, provided such election is made prior to the working of the authorised overtime.

Such overtime shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter. Provided that such overtime worked on a Sunday shall be paid for at the rate of double time.

Overtime shall be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by an employee. A minimum payment of 2 hours work shall apply to all overtime worked on a Saturday or Sunday, provided that such minimum shall not apply where such overtime is performed immediately preceding and/or following ordinary hours of work.

24. By inserting a new clause 6.6 as follows:

6.6 On call provisions

6.6.1 Where an employee is instructed to be available on call outside ordinary or rostered working hours, the employee will be paid, in addition to their ordinary rate of pay an allowance based upon the hourly rate of the classification of Professional Officer level 3, paypoint 4 in accordance with the following scale:

- (a) Where the employee is on call throughout the whole of a rostered day off, an accrued day off or a public holiday - 95% of the hourly rate in respect of such instances;
- (b) Where an employee is on call during the night only of a rostered day off, an accrued day off or public holiday - 60% of the hourly rate per night; and
- (c) Where an employee is on call on any other night - 47.5% of the hourly rate per night. For the purpose of calculating the hourly rate, the divisor shall be based upon a 38 hour week and calculated to the nearest 5c.

For the purpose of this provision, a "night" shall be deemed to consist of those hours falling between 5.00 p.m. and 8.00 a.m. or mainly between such hours. "Rostered day off" includes the 2 days in 7 not part of ordinary working hours, e.g. Saturday and Sunday for employees whose ordinary working days are Monday to Friday.

6.6.2 Monday to Friday - in the event of an employee on call being recalled to perform duty, such employee shall be paid for the time worked at the prescribed overtime rate, such time to be calculated as from home and back to home with a minimum payment of 2 hours.

6.6.3 Saturday, Sunday and public holidays - an employee performing overtime work on recall on Saturday, Sunday or a Public Holiday may be paid for such overtime at the appropriate overtime rate with a minimum of 2 hours inclusive of travelling time, in respect of overtime worked on a Saturday or Sunday and 4 hours in respect of overtime worked on a public holiday, or at the employee's option be granted time off at a mutually convenient time, equivalent to the number of hours worked. Such time to be calculated as from home and back to home:

Provided that an employee who works overtime on a public holiday and who is granted equivalent time off shall be paid at half the ordinary rate for the time so worked with a minimum of 4 hours:

Provided further that accrued time off in lieu shall be taken in periods mutually agreed between the Chief Executive Officer and the employee.

6.6.4 Employees on call who undertake duties without the need to leave the employee's place of residence shall be entitled to the following:

- (a) Where providing advice, referring callers to other staff or organisations, taking details of complaints/incidents for resolution during ordinary hours or directing other staff to attend an incident (normally no greater than 10 minutes for each occurrence) - payment at the prescribed overtime rate for the actual time worked up to a maximum of 2 hours on any one day, provided that where at least 4 calls in this category are taken between 10.00 p.m. and 6.00 a.m., such calls shall be deemed to constitute a minimum of one hour's work;
- (b) Where undertaking normal duties (e.g. correcting/resolving faults via internet, making and receiving phone calls in order to manage an incident other than provided for in (i) above) payment at the prescribed overtime rate for actual time worked with a minimum payment of one hour for each time the employee performs such duties:

Provided that should such employee be recalled again to perform duties separately within the minimum one hour period, no further payment shall apply.

Provided that the employee will be responsible for the recording of such requests which will require subsequent verification by the Chief Executive Officer.

6.6.5 Any overtime payable shall be in addition to the on call allowance.

6.6.6 Where an employee is recalled to perform work during an off duty period such employee shall be provided with transport to and from the employee's home, or be refunded the cost of such transport.

6.6.7 Where practicable the Chief Executive shall not require an employee to be continuously available on call for a period in excess of 6 weeks.

6.6.8 On call arrangements will be implemented by agreement between the Chief Executive, the majority of affected employees, and the relevant union. Agreement to implement on call arrangements shall not be unreasonably refused.

25. By inserting a new clause 6.7 as follows:

6.7 Flexible working hours arrangements

The employer will implement flexible working hours arrangements on finalisation of the Working Hours policy. The policy will be based on the following principles:

- (a) Employees may access flexible working hours arrangements only where it is feasible and practical to do so with regard to service delivery and training scheduling.
- (b) Flexible working hours arrangements may be implemented at a work unit level, tailored to meet the operational and client service needs of the organisation. Such work unit arrangements are to be in accordance with AACC Policy and in writing.
- (c) Employees will have access to accrued time at part-days or whole days, subject to operational requirements and by mutual agreement between the employee and their manager.
- (d) All employees will give first priority to the maintenance of acceptable work flows and ensure that cooperation exists with supervisors in planning office working times in order that resources are available to service the needs of the College and clients.
- (e) An employee may not perform accrued time unless work is allocated for the employee to perform and is performed during such period.
- (f) Where an employee's time management is deemed to be unsatisfactory, the Chief Executive may withdraw access to flexible working hours arrangements and direct the employee to work standard hours.

26. By deleting clause 7.2 and inserting the following in lieu thereof:

7.2 Annual leave

7.2.1 Annual leave entitlement

The entitlements for annual leave including half pay annual leave are prescribed in the Recreation Leave Directive as issued and amended by the Minister for Industrial Relations in accordance with s. 54 of the *Public Service Act 2008*.

7.2.2 Mandatory closedown

- (a) The entitlements for Christmas/New Year closedown are prescribed in the Recreation Leave Directive as issued and amended by the Minister for Industrial Relations in accordance with s. 54 of the *Public Service Act 2008*.
- (b) In accordance with the Australian Agricultural Colleges Corporation TOIL Policy, staff shall be afforded the opportunity to work additional time throughout the year for use during the Christmas/New Year closedown period.
- (c) The employer reserves the right to designate mandatory closures during vacation periods during which employees will access accrued leave. Where employees do not have sufficient annual leave accrued for taking during mandatory closures, the employer may elect to grant annual leave in advance or come to a mutual arrangement on a case-by-case basis. The employer may elect to exempt specific employees from a mandatory closure for purposes of facilities management, etc. Where practicable, at least 6 months' notice of a mandatory closure is to be provided.

27. By deleting clause 7.3.1 and inserting the following in lieu thereof:

7.3.1 Sick leave entitlement

Every full-time employee will become entitled to 76 hours' sick leave on full pay for each completed year of employment and a proportionate amount for an incomplete year of service.

28. By deleting clause 7.4 and inserting the following in lieu thereof:

7.4 Long service leave

The entitlements for long service leave including half pay long service leave and minimum period of leave are prescribed in the Long Service Leave Directive as issued and amended by the Minister for Industrial Relations in accordance with s. 54 of the *Public Service Act 2008*.

29. By deleting clause 7.5 and inserting the following in lieu thereof:

7.5 Bereavement leave

Employees engaged under this Award will be entitled to bereavement leave on the same conditions as are prescribed by the Bereavement Leave Directive issued under s. 54 of the *Public Service Act 2008*.

30. By deleting clause 7.6 and inserting the following in lieu thereof:

7.6 Family leave

7.6.1 The provisions of the *Family Leave (Queensland Public Sector) Award - State 2004* (including carer's leave) apply.

7.6.2 An employee's entitlements to family leave include:

- (a) maternity leave;
- (b) spousal leave;
- (c) pre-natal leave;
- (d) pre-adoption leave; and
- (e) adoption leave.

These entitlements are contained in the Paid Parental Leave Directive as issued and amended by the Minister responsible for Industrial Relations in accordance with s. 54 of the *Public Service Act 2008*.

31. By deleting clause 8.1 and inserting in lieu thereof:

8.1 Travelling and relieving expenses

The conditions and entitlements for travelling and relieving expenses are prescribed in the Domestic Travelling and Relieving Expenses and the International Relations in accordance with s. 54 of the *Public Service Act 2008*.

32. By inserting a new clause 8.2 as follows:

8.2 Transfer and appointment expenses

The Transfer and Appointment Expenses Directive as issued and amended by the Minister for Industrial Relations in accordance with s. 54 of the *Public Service Act 2008* shall apply.

33. By deleting clause 9.1.2 and inserting the following in lieu thereof:

9.1.2 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.

The parties also recognise that both the Employer and the employees have an equal obligation to ensure the currency of skills, qualifications and industry practice.

Within the College a consultative mechanism and procedures involving representatives of management, employees and public sector unions will be established as determined by the Employer having regard to the size, structure and needs of the College.

Following consultation the Employer will develop a learning and development strategy consistent with:

- (a) the current and future needs of the College;
- (b) the size, structure and nature of the operations of the College;
- (c) the need to develop vocational skills relevant to the College through courses conducted wherever possible by accredited educational institutions and providers.

Learning and development may be both on-the-job or off-the-job and either internal or external to the College.

Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework (AQF).

All learning and development should, where practicable, be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

34. By deleting clause 10.2 and inserting the following in lieu thereof:

10.2 First aid kits

First aid kits and equipment will be provided in conformity with the provisions of the *Workplace Health and Safety Regulation 2008*.

35. By deleting clause 11.2.4 and inserting the following in lieu thereof:

11.2.4 Such records shall be open to inspection during the Employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with s. 371 of the Act or an authorised industrial officer in accordance with ss. 372 and 373 of the Act.

36. By deleting Schedule 1 and inserting the following in lieu thereof:

SCHEDULE 1 - Salary Rates - Administrative, Professional, Technical, Operational Streams and Nurses

Section 1 - Administrative Stream

CLASSIFICATION LEVEL		AWARD RATE	
		Per Fortnight	
		\$	
Level 1	1	1,082.90	
	2	1,157.10	
	3	1,231.60	
Level 2	Age 21	1	1,409.80
		2	1,447.00
		3	1,482.80
		4	1,520.00
		5	1,557.80
		6	1,595.30
		7	1,634.10
		8	1,675.50
Level 3	1	1,784.00	
	2	1,851.60	
	3	1,919.30	
	4	1,986.90	

CLASSIFICATION LEVEL		AWARD RATE
		Per Fortnight \$
Level 4	1	2,105.20
	2	2,174.00
	3	2,243.60
	4	2,312.60
Level 5	1	2,435.80
	2	2,505.80
	3	2,575.60
	4	2,645.50
Level 6	1	2,791.20
	2	2,856.00
	3	2,920.40
	4	2,985.00
Level 7	1	3,121.00
	2	3,195.50
	3	3,270.20
	4	3,344.90
Level 8	1	3,455.30
	2	3,521.00
	3	3,587.00
	4	3,652.90

Section 2 - Professional Stream

CLASSIFICATION LEVEL		AWARD RATE	
		Per Fortnight \$	
Level 1	1	1,112.00	
	2	1,229.20	
	3	1,346.50	
	Age 21	4	1,469.40
	5	1,530.40	
	6	1,592.10	
	7	1,656.70	
Level 2	1	1,781.80	
	2	1,880.80	
	3	1,974.50	
	4	2,077.80	
	5	2,176.20	
	6	2,274.30	
Level 3	1	2,387.80	
	2	2,460.60	
	3	2,533.10	
	4	2,605.30	
Level 4	1	2,772.70	
	2	2,843.40	
	3	2,914.00	
	4	2,984.90	
Level 5	1	3,121.00	
	2	3,195.50	
	3	3,270.20	
	4	3,344.90	

CLASSIFICATION LEVEL		AWARD RATE
		Per Fortnight \$
Level 6	1	3,455.30
	2	3,521.00
	3	3,587.00
	4	3,652.90

Section 3 - Technical Stream

CLASSIFICATION LEVEL		AWARD RATE	
		Per Fortnight \$	
Level 1	1	1,112.00	
	2	1,229.20	
	3	1,346.50	
	Age 21	4	1,469.40
	5	1,530.40	
	6	1,592.10	
	7	1,656.70	
Level 2	1	1,682.20	
	2	1,739.70	
	3	1,801.00	
	4	1,862.90	
	5	1,924.80	
	6	1,986.70	
Level 3	1	2,105.20	
	2	2,161.70	
	3	2,217.90	
	4	2,274.30	
Level 4	1	2,387.80	
	2	2,464.70	
	3	2,540.30	
Level 5	1	2,645.50	
	2	2,723.00	
	3	2,801.20	
	4	2,878.70	
Level 6	1	2,971.70	
	2	3,046.20	
	3	3,121.00	

Section 4 - Operational Stream

CLASSIFICATION LEVEL		AWARD RATE	
		Per Fortnight \$	
Level 1	1	942.80	
	2	1,027.30	
	3	1,114.20	
	4	1,201.50	
	5	1,288.70	
	6	1,376.10	
Level 2	Age 21	1	1,409.80
		2	1,448.70
		3	1,486.70
		4	1,525.60

CLASSIFICATION LEVEL		AWARD RATE
		Per Fortnight \$
Level 3	1	1,548.70
	2	1,579.30
	3	1,609.50
	4	1,640.90
Level 4	1	1,705.50
	2	1,757.30
	3	1,812.30
	4	1,866.90
Level 5	1	1,915.60
	2	1,978.50
	3	2,042.00
	4	2,105.20
Level 6	1	2,196.90
	2	2,254.50
	3	2,312.60
Level 7	1	2,422.60
	2	2,481.60
	3	2,540.30

Section 5 - Nurses

CLASSIFICATION LEVEL		AWARD RATE
		Per Fortnight \$
Level 1 - Registered Nurse	1st year	1,509.70
	2nd year	1,571.20
	3rd year	1,632.60
	4th year	1,694.30
	5th year	1,755.80
	6th year	1,817.30
	7th year	1,878.70
	8th year	1,940.30
Level 2 - Clinical Nurse	1st year	2,001.70
	2nd year	2,041.80
	3rd year	2,083.40
	4th year	2,124.80

The rates of pay in this Award include rates from the Australian Agricultural College Employing Office Certified Agreement 2007 as at 1 October 2008. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and over-award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

37. By deleting (a) of Section 2 (Professional Stream) in Schedule 2 and inserting the following in lieu thereof:

(a) *Professional Officer Level 1*

Work Level Description (PO1)

Work at this level is restricted to those employees who have met the minimum entry requirements under the relevant legislation e.g. *Public Service Act 2008* plus the education requirements for acceptance into an appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade (Degree) in the Professional Stream.

A requirement at this level is the successful completion of the educational or training requirements of the particular professional group.

Appointees to this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant profession, but at a level and under a degree of supervision appropriate to the skills held. This may include some work which would normally be carried out by Level 2 (i.e. Practising) Professional, provided such work is verified or validated by a qualified and experienced professional employee.

Characteristics of the Work

Work within this Level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgment.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Initially direct guidance is given when problems arise.

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken.

Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new staff by providing basic advice and guidance.

Duties and Skills

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

38. By deleting (a) of Section 3 (Technical Stream) in Schedule 2 and inserting the following in lieu thereof:

(a) *Technical Officer Level 1*

Work Level Description (TO1)

Work at this level is restricted to those employees who have met the minimum entry requirements under the relevant legislation e.g. *Public Service Act 2008* plus the education requirements for acceptance into the appropriate tertiary institution.

Appointment to this level is solely for the purpose of fulfilling prerequisite education and/or training prior to appointment to the substantive grade in the Technical stream.

A requirement at this level is the successful completion of the educational or training requirements of the particular technical group.

Appointees to this level may be enrolled as a full-time or part-time student, and if part-time, may be required to do work associated with the relevant occupation, but at a level and under a degree of supervision appropriate to the skills held.

This may include some work which normally would be carried out by Level 2 (i.e. Practising) Technical Officer, provided such work is verified or validated by a qualified and experienced technical employee.

Characteristics of the Work

Work within this Level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgment.

The routines, methods and procedures to be followed are at a level consistent with skills acquired. Initially direct guidance is given when problems arise.

Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with the formal and informal training undertaken. Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new staff by providing basic advice and guidance.

Duties and Skills

This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.

Employees at this level usually perform repetitive tasks which are fully prescribed and are usually performed in response to standardised instructions or requests.

Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

39. By deleting Schedule 3 and inserting the following in lieu thereof:

SCHEDULE 3 - Generic Level Statements - Nursing Classifications

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

LEVEL 1 - REGISTERED NURSE

Generic Level Statement	Responsibilities
<p>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 holds general registration from the Nursing and Midwifery Board of Australia as a "registered nurse", on the Register of Nurses in Division 1 Registered nurses.</p> <p>The degree of expertise will increase as the Registered Nurse advances through this level.</p> <p>The nurse may be a beginning practitioner or a Registered Nurse returning to the field after a period of absence.</p>	<p>The Registered Nurse gives direct nursing care based on the Australian Nursing & Midwifery Council Incorporated (ANMC) competencies, to a group of residents/clients in collaboration with the Clinical Nurse/Clinical Nurse Consultant.</p> <p>These ANMC competencies are grouped as follows:</p> <p>PROFESSIONAL PRACTICE</p> <ol style="list-style-type: none"> 1. Practises in accordance with legislation affecting nursing practice and health care. 2. Practises within a professional and ethical nursing framework. <p>CRITICAL THINKING AND ANALYSIS</p> <ol style="list-style-type: none"> 3. Practises within an evidence-based framework. 4. Participates in ongoing professional development of self and others. <p>PROVISION AND COORDINATION OF CARE</p> <ol style="list-style-type: none"> 5. Conducts a comprehensive and systematic nursing assessment. 6. Plans nursing care in consultation with individuals/groups, significant others and the interdisciplinary health care team. 7. Provides comprehensive, safe and effective evidence-

Generic Level Statement	Responsibilities
	<p>based nursing care to achieve identified individual/group health outcomes.</p> <p>8. Evaluates progress towards expected individual/group health outcomes in consultation with individuals/groups, significant others and interdisciplinary health care team.</p> <p>COLLABORATIVE AND THERAPEUTIC PRACTICE</p> <p>9. Establishes, maintains and appropriately concludes therapeutic relationships.</p> <p>10. Collaborates with the interdisciplinary health care team to provide comprehensive nursing care.</p>

LEVEL 2 - CLINICAL NURSE

Generic Level Statement	Responsibilities
<p>A Clinical Nurse means a Registered Nurse who is appointed as such.</p> <p>The Clinical Nurse role requires a broad developing knowledge in profession nursing issues and a sound specific knowledge-base in relation to a field of practice.</p> <p>The Clinical Nurse assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>A Clinical Nurse is responsible for a specific client population, and is able to function in more complex situations while providing support and direction to personnel.</p> <p>The Clinical Nurse identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes.</p> <p>The Clinical Nurse is able to demonstrate:</p> <ul style="list-style-type: none"> • advanced level clinical skills and problem-solving skills; • planning and co-ordination skills in the clinical management of patient care; • ability to work within a collegiate/team structure; • awareness of and involvement with the quality assurance process; and • contribution to the professional practice of the unit. 	<ol style="list-style-type: none"> 1. Gives direct care to a group of patients/clients. 2. May relieve Level 3 positions. 3. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic patient/client care. 4. Takes additional responsibility delegated from the CNC which clearly differentiates the role from that of the Registered Nurses e.g.: <ul style="list-style-type: none"> • planning and co-ordination of ward/unit education programmes and other staff development activities; • orientation of new staff; • preceptorship for new staff; and • participates in action research. 5. Participates in nursing policy review and initiatives. 6. Co-operates with other Clinical Nurses in relation to development of programs and initiatives. 7. Ensures a safe working environment.

40. By deleting Schedule 4 and inserting the following in lieu thereof:

SCHEDULE 4 - Stream Allocation

The following existing positions or classes of position are to be allocated to the Streams as indicated hereunder:

Administrative Stream

Administrative Assistant
Administrative Support Officer
Administration Officer

Administration Manager
Director
Training Coordinator
Compliance Officer
Coordinator Contracts
Coordinator Marketing and Promotions
Executive Officer
Manager
Marketing Manager
Project Officer
Senior Administration Officer
Student Services Manager
Student Services Coordinator

Professional Stream

Librarian

Technical Stream

Library Technician

Operational Stream

Support Officer
Production Officer
Senior Production Officer
Production Coordinator
Production Officer
Duty Officer

Dated 4 March 2011.

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

Operative Date: 21 February 2011
Amendment - New classification and remuneration
structures and other provisions
Released: 9 March 2011