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Sunnymeade and QNMU - Nurses Enterprise Agreement 2024

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Part 1—Application and Operation

1. Title

This agreement is known as the *Sunnymeade and QNMU - Nurses Enterprise Agreement 2024*.

2. Commencement

This Agreement commences 7 days after approval by the Fair Work Commission. It is noted that wage rates will operate per clause 14 - Rates of Pay. The Agreement will expire on 30 June 2027.

3. Definitions and interpretation

3.1 In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth)

Agreement means the *Sunnymeade and QNMU - Nurses Enterprise Agreement 2024*

Award means the *Nurses Award 2020*

FWC means Fair Work Commission

employee means an employee employed by the Employer and covered by this Agreement

Employer means Jomal Pty Ltd. (ABN 33 010 896 465)

Immediate family means

- (a) a spouse, former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse, former spouse or de facto partner of the employee.

NES means the National Employment Standards

NMBA means The Nursing and Midwifery Board of Australia

Permissible occasion has the meaning in the Act

Union means the Queensland Nurses and Midwives' Union of Employees (QNMU) and Australian Nursing and Midwifery Federation (ANMF)

Workplace delegate has the meaning given by section 350C(1) of the Act.

4. Coverage

4.1 This Agreement covers:

- (a) The Employer and its employees in the classifications listed in Schedule A –

Classification Definitions; and

- (b) The Queensland Nurses and Midwives' Union of Employees and Australian Nursing and Midwifery Federation.

5. Access to the Agreement and the National Employment Standards

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. This Agreement and the NES

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Agreement Flexibility

7.1 The employer and an employee covered by the enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

7.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and

- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

Part 2—Consultation, Workload Management and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) *Significant effects* include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1 the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.3 Consultation about changes to rosters or hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable hours.
- (d) The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8.4 Consultation in the workplace

- (a) The parties covered by this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Agreement and to enhance the career opportunities and job security of employees in such industry.
- (b) At each workplace, the Employer, employees and the Union commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of that workplace. Measures raised by the Employer, employees or the Union for consideration consistent with the objectives of sub-clause (a) will be processed through that consultative mechanism and procedures.

8.5 Workload Management

(a) Workload Management

All parties to this agreement acknowledge the importance of maintaining a balanced workload and recognise the adverse effects of unjust, unreasonable and excessive workloads.

(b) Workload and Change

The parties further agree and acknowledge that employees and management should ensure that as changes or new processes are adopted, every reasonable endeavour is made to achieve a balanced workload for all employees.

Staff and management have a responsibility to pursue appropriate strategies and work practices to prioritise tasks.

The parties will actively strive to improve all communication processes between management and employees in relation to workloads, with the specific objective of ensuring that workloads issues raised by employees are investigated, understood and resolved.

(c) Workload Issues

If a work group or individual identifies a workloads issue relating to staff shortage, increased resident demands or for any other reason, a representative of the work group shall notify the Coordinator/Supervisor of that work unit before the completion of the shift, outlining the nature of the problem, the possible reasons for it and a suggested solution on an approved form.

Where a work group or individual has identified a workloads issues, then they should identify any tasks they are safely able to not complete during the course of that shift and advise the Coordinator/Supervisor of these tasks.

The Unit Coordinator/Supervisor or delegate shall notify the work unit representative or delegate within 24 hours of the following:

- (i)** whether there is agreement that the problem/s exist/s, and
- (ii)** the steps that will be taken to rectify the situation.

If the work unit does not receive a response from the Unit Coordinator/Supervisor within 24 hours or the response does not satisfy the concerns of the work unit employees, then a dispute may be lodged by the staff member/s or their representative.

Any dispute or grievance over workloads shall be resolved by utilising the process set out in clause 9 of this Agreement. Discussions in regard to resolution will include the following:

- Clinical assessment of resident's needs.
- The demand of the environment, such as facility layout.
- Statutory obligations including Work Health and Safety legislation.
- The requirements of nurse regulatory legislation.
- Reasonable workloads.
- Financial and other operational issues.

8.6 Minimum Care

The parties are committed to delivering an aged care service that aligns with industry best practice and that maintains safe systems of work for the benefit of all staff and residents.

The Employer will meet the Government-mandated minimum staff time requirements from its date of implementation. Wherever possible, existing employees will be offered any additional hours that may become available because of the minimum time requirements on a permanent basis to promote meaningful job security.

9. Dispute resolution

9.1 If a dispute relates to:

- (a)** a matter arising under this Agreement; or
- (b)** the National Employment Standards; or
- (c)** any other industrial matter;

this clause sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

9.5 Fair Work Commission may deal with the dispute in 2 stages:

- (a)** Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b)** if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (i)** arbitrate the dispute; and
 - (ii)** make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a)** an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b)** an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i)** the work is not safe; or

- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

Employees under this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement the Employer will inform each employee whether they are employed on a full-time, part-time or casual basis. The Employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

10.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 20.1.

10.3 Part-time employment

- (a) A part-time employee is an employee who is engaged to work for less than an average of 38 hours per week and more than 16 hours per fortnight and whose hours of work are reasonably predictable.
- (b) A part-time employee must be paid for a minimum of 3 hours on any day where work is performed.
- (c) Before commencing part-time employment, the Employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (d) The terms of the agreement may be varied by agreement and recorded in writing.
- (e) The terms of this Agreement will apply on a proportionate basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

- (f) The hours of duty for part-time employees shall be worked in accordance with a roster which may be amended from time to time to suit the exigencies of the Aged Care Residential Facility.

(g) Review of part-time contracts after 12 months service

Following 12 months continuous employment of a part-time employee, the employee may request in writing a review of and a subsequent increase in, the guaranteed minimum hours recorded in the employment contract.

Upon receiving that request, the employer will review the hours worked by the employee over the preceding 6 month period. Where the hours actually worked consistently exceed the employment contract's guaranteed minimum hours and in the employer's opinion those additional hours are likely to be sustained for the foreseeable future, an amendment to the contract will be issued. The employer will not unreasonably withhold its consent to such an amendment.

The amendment will state an increased number of guaranteed minimum hours which more closely approximates the hours actually worked.

- (h) A contract review is to be conducted for all part-time employees within 3 months of FWC approval of this Agreement, with any subsequent amendments to be discussed with individuals and contracts subsequently amended to reflect hours which more closely align with actual hours worked over the previous 6 months . On-going reviews will be conducted annually in conjunction with individual performance appraisals.
- (i) Prior to the part time contract review exercise described in 10.3(h) above, permanent nurses who have regularly worked more than 60 hours per fortnight over the previous 6 months will be offered conversion to full time.

10.4 Casual employment

- (a) A person is a casual employee of the employer if:
 - (i) the employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work; and
 - (ii) the person accepts the offer on that basis; and
 - (iii) the person is an employee as a result of that acceptance.

A casual employee is engaged on an hourly basis for less than 38 hours in any week. A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.

- (b) A casual employee will be paid a minimum of two hours pay for each engagement.
- (c) Casual employees will be paid afternoon and night shift allowances calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Penalties paid for Saturdays, Sundays, public holidays and overtime will be compounded by the casual loading.
- (d) **Conversion of casual employees to permanent employees**

A casual employee who has been employed for 6 months or more and believe that they no longer meet the definition of casual employee may make application for conversion to permanent employment by the Employer in accordance with sections 66B to 66M of the Act.

10.5 Incidental and Peripheral Tasks

- (a) An Employer may require an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement:

Provided that such duties are not designed to promote deskilling.

- (b) An Employer may require an employee to carry out such duties and use such resources and equipment as may be required:

Provided that the employee has been trained in the use of such resources and equipment.

- (c) Any such requirement of an Employer pursuant to clauses (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment and shall take into consideration the effect on workloads and infection control.

11. Termination of employment

11.1 Statement of employment

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

11.2 Termination by the Employer

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

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years.....	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer are entitled to an additional week's notice.

- (c) Payment in lieu of notice will be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct.
 - (f) A casual employee will be entitled to one hour's notice.
 - (g) Annual leave is not deemed to form part of the notice period for the purpose of this provision.

11.3 Notice of termination by an employee

The notice of termination required to be given by an employee is at least two weeks, except in the case of an employee with less than twelve (12) months service who is required to give at least one (1) week's notice. A casual employee will give notice of at least one (1) hour. If an employee who is at least 18 years old does not give the period of notice required under this Clause, the Employer may, with the written authorisation of the employee, deduct from wages due to the employee under this Agreement an amount that is no more than one (1) week's wages for the employee.

11.4 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's 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. Redundancy

12.1 Entitlement to redundancy pay

An employee is entitled to be paid redundancy pay by the Employer if the employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

12.2 Amount of redundancy pay

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
9 years or more	16 weeks

12.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.5 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.4.

Part 4—Minimum Wages and Related Matters

13. Classifications

Classification definitions are set out in Schedule A – Classification Definitions. The Employer must advise its employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Rates of pay

14.1 Based on rates payable as at 1 July 2024, the rates of pay for all employees covered by this Agreement will be increased as follows:

- (a)** From the first full pay period on or after 1 July 2024, by 3%;
- (b)** From the first full pay period on or after 1 July 2025, by 3% to the rates paid in accordance with sub-clause 14.1(a);
- (c)** From the first full pay period on or after 1 July 2026, by 3% to the rates paid in accordance with sub-clause 14.1(b);

14.2 The rates of pay for each classification are set out in Schedule B – Rates of Pay.

15. Progression through pay points

15.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule A and knowledge gained through experience in the practice settings over such a period.

15.2 The following will apply to specific classifications:

(a) Assistant in Nursing

- (i)** An Assistant in Nursing possessing a Certificate III in Aged Care or equivalent will be appointed to at least Assistant in Nursing Level 2.1.
- (ii)** An Assistant in Nursing will only move to Level 3 by appointment.

(b) Enrolled Nurse

- (i)** An Enrolled Nurse with less than 12 months (1976 hours) relevant experience will be appointed to Enrolled Nurse Level 1.1.
- (ii)** An Enrolled Nurse possessing 12 months' (1976 hours) relevant experience must be appointed to at least Enrolled Nurse Level 1.2.
- (iii)** The Employer is committed to maintaining the employment security of the Enrolled Nurses who are employed at the date of approval of this Agreement. In line with this commitment, the Employer will not seek to impose redundancies, role changes or reductions in hours for Enrolled Nurses, except in circumstances where reduced resident numbers necessitate reductions in hours across all staff classifications.

This clause does not mitigate other factors that could result in performance management/ termination or alteration in hours, such as unsatisfactory or unprofessional work performance or conduct, in accordance with policy that is applied to all staff members.

(c) Registered Nurse

A Registered Nurse must be appointed to Level 1, 2, 3, 4 or 5. A Registered Nurse Level 1, 2 or 3 must move to the next highest pay point in that level in accordance with clause 15.1.

16. Total experience to count

- (a)** For the purpose of determining the rate of wages payable, an employee will be given credit for all previous continuous nursing service.
- (b)** Previous service includes time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate.
- (c)** In calculating continuous nursing service for the purpose of sub-clause (b), any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing award or relevant nursing enterprise agreement will not be taken into account.
- (d)** On termination of employment each employee must be given a certificate signed and dated setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in pay point and in the instance of part-time and casual employees, the total hours worked.
- (e)** Any employee unable to provide proof of previous experience within 4 weeks of engagement will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages will continue at this rate of pay until proof of previous experience is provided to the Employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the Employer and only then will the higher rate become payable from the date supplied. The Employer will advise the employee of this requirement at the time of engagement.
- (f)** Subject to proof of previous experience being provided within 4 weeks, the Employer must adjust previous payments back to the date of commencement.
- (g)** The employee may seek co-operation from the Union to assist the employee to obtain or establish such proof of previous experience still outstanding.

17. Allowances

17.1 Adjustment of allowances

The allowances below are to be increased in accordance with the base wage rate increases in July 2025 and July 2026.

17.2 Uniform and laundering

- (a)** Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and

maintained by such employer free of cost to the employee.

- (b) Instead of the provision of such uniforms, the Employer will pay such employee a uniform allowance at the rate of \$1.80 per shift or part thereof on duty. Where such employee's uniforms are not laundered by or at the expense of the Employer, the employee will be paid a laundry allowance of \$0.50 per shift or part thereof on duty.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

17.3 Overtime Meal allowances (other than Levels 4 and 5 Registered Nurse)

- (a) An employee working overtime will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance of \$16.20 in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$14.60 will be paid.
- (b) Clause 17.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

17.4 On call allowance (other than Levels 4 and 5 Registered Nurse)

- (a) An on call allowance is paid to an employee who is required by the Employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
 - (i) between rostered shifts or ordinary hours Monday to Friday inclusive: \$26.55
 - (ii) between rostered shifts or ordinary hours on a Saturday: \$40.00
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work: \$46.60.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

17.5 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$1.11 per kilometre.
- (b) When an employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted

account(s) or other evidence acceptable to the employer.

- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

17.6 Team Leader Allowance – RN, EN

Registered Nurses who supervise direct care staff and Enrolled Nurses who supervise care plan, indirect care and documentation activities performed by Assistants in Nursing will be paid a team leader allowance of \$ 14.10 per shift worked.

Other Registered and Enrolled Nurses completing AN-ACC documentation will be entitled to the team leader allowance for every shift worked.

Team Leaders employed on night, weekend or public holiday shifts will be paid \$17.46 per shift worked.

17.7 RN Level 1 supervisor allowance

A Registered Nurse at Level 1 who is appointed as shift supervisor Mondays to Fridays (excluding night shift) will be paid \$17.25 per shift.

Shift supervisors employed on night shifts Monday to Fridays and morning and afternoon shifts on weekends and public holidays will be paid \$25.90 per shift worked.

Shift supervisors employed on night shifts on weekends and public holidays will be paid \$38.85 per shift worked.

17.8 Special Duties Allowance - AIN

An Assistant in Nursing who carries out special duties at the direction of the employer will be paid an allowance of \$ 6.46 per shift while engaged in those duties.

The duties may include but not be limited to acting as a preceptor in the orientation of newly engaged staff or lifestyle activities co-ordination.

Where such duties occur on night, weekend or public holidays the allowance will be \$7.43 per shift worked.

This allowance is also payable per shift worked to AIN's who have completed the Certificate IV unit of competency 'Administer and Monitor Medications' (HLTHPF007) and/or 'Provide Support to People Living with Dementia' (CHCAGE005) and/or 'Deliver Care Services Using a Palliative Approach' (CHCPAL003) or other suitable courses as determined by/agreed to by the employer.

17.9 Medication Assistance Allowance – AIN

An AIN rostered by the employer to assist RN's and EN's with resident medications will be paid \$13.44 per shift worked.

An AIN so rostered who is employed on night, weekend or public holidays will be paid \$14.74 per shift worked.

This allowance is paid in addition to the Special Duties allowance paid to AIN's who have completed the Certificate IV units of competency as described in sub-clause 17.8.

17.10 Clinical Nurse Allowance – RN Levels 2, 3, 4 and 5

An allowance of \$19.00 will be paid to RN levels 2, 3, 4 and 5 per morning and afternoon shift worked Monday to Fridays.

For night shifts worked Monday to Friday the allowance will be \$28.50.

For morning and afternoon shifts worked on weekends and public holidays the allowance will be \$28.50.

For night shifts worked on weekends and public holidays the allowance will be \$42.75.

17.11 RN Qualification Allowance

A qualifications allowance will be payable to Registered Nurses who possess post-graduate qualifications satisfactory to the employer and directly relevant to the skills and competencies utilised in their positions.

The allowance per shift worked shall be payable subject to the employee providing satisfactory evidence of a relevant qualification to the Employer. One qualification allowance only is payable to each relevant employee.

- For night shifts worked Monday to Friday the allowance will be \$11.74.
- For morning and afternoon shifts worked on weekends and public holidays the allowance will be \$17.61.
- For night shifts worked on weekends and public holidays the allowance will be \$17.61.

18. Payment of wages

18.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

18.2 Employees will be paid by cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the employee.

18.3 Should public holidays occur during the close of the pay period, payment of wages may be delayed by no longer than the period of those holidays.

18.4 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee within 3 business days of the termination date or as otherwise mutually agreed.

19. Superannuation

19.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

19.2 Employer contributions

- (a) The Employer will contribute 11.5% (or a greater amount if prescribed by relevant legislation) of an employee's ordinary time earnings to a fund referred to in clause 19.4, on behalf of any employee.
- (b) If an employee is participating in a salary sacrifice arrangement the Employer contribution will be calculated on the employee's gross earnings which the employee would receive if not taking part in a salary sacrificing arrangement.
- (c) Where an employee is receiving workers' compensation payments, the employee will receive an employer contribution of 3%. Such employer contributions will continue for the period of the absence subject to a maximum of 52 weeks' total absence for each injury or sickness. The contribution amount will be based on the employee's actual average ordinary time earnings for the 52 weeks prior to the claim being made or any lesser period actually worked.

19.3 Voluntary employee contributions (including salary sacrifice arrangements)

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Employer to pay on behalf of the employee a specified amount from the pre-taxation or post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 19.2.
- (b) An employee may adjust the amount the employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under clauses 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

19.4 Superannuation fund

To comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 19.2 to a superannuation fund that is chosen by the employee. If the Employee does not choose their super fund, and/or the Employee does not have a stapled super fund, the Employer will pay super into a super account for the Employee, being its default super fund HESTA.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

- 20.1** The ordinary hours of work for a full-time employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 20.2** The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal

breaks, provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours will be subject to the agreement of the Employer and the employees concerned.

20.3 The hours of work on any day will be continuous except for meal breaks and in the circumstances outlined in clause 20.4.

20.4 There will be no rostered broken shifts, however an employee who has worked a rostered shift on one day may elect to return to work later on in that day to work a shift that has become available due to illness or an emergency. Where total hours worked on that day exceed 10 hours overtime provisions will apply.

20.5 Span of hours

(a) The ordinary hours of work for a day worker will be between 6.00am and 6.00pm Monday to Friday.

(b) A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of a day worker as defined at clause 20.5(a).

21. Rest day

21.1 Employees working the hours prescribed by clause 20 must be allowed 4 rest days (rostered days off from duty) during each 14 days. Each rostered day off will consist of a continuous period of 24 hours, which where practicable will be from midnight to midnight.

21.2 All full-time and part-time employees' rosters will provide for any one of the following combinations of days free from rostered work in each fortnight:

(a) 2 periods comprising 2 days each;

(b) 3 consecutive days and one stand-alone day; or

(c) 1 period of 4 consecutive days

21.3 Any one of the combinations in clause 21.2 may be amended to enable 2 single days free from rostered work if requested in writing by the employee.

21.4 For the purposes of this sub-clause, duty includes time an employee is on call.

22. Rest breaks between rostered work

22.1 Employees will be allowed a break of not less than 10 hours between the termination of one duty period on one day and the commencement of another duty period on the next day, provided that, in lieu thereof, such break will not be less than 8 hours in any of the following circumstances:

(a) To permit changes of duty rosters;

(b) In any other case agreed upon by the employee and the Employer.

22.2 Where agreement has been reached between the Employer and the employee to reduce the 10 hour break between duty periods to an 8 hour continuous break, due consideration will be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.

22.3 If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

23. Accumulation and taking of accrued days off (ADOs)

23.1 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 20, ADOs will be taken within 12 months of the date on which the first full ADO accrued.

23.2 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.

23.3 An employee will be paid for any accumulated ADOs, or part thereof, at ordinary rates, on the termination of their employment for any reason.

24. Rostering

24.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the Employer. The Employer will make all reasonable efforts to display rosters up to 14 days but not less than 7 days prior to the commencement of the roster period.

24.2 The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees. The roster will provide for a 15 minute paid handover for EN's and RN's in each shift.

24.3 Unless the Employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.

24.4 Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

24.5 When making decisions regarding staffing and rosters, the employer will make all reasonable efforts to replace staff who are on planned and unplanned leave and to ensure that at least one registered nurse is rostered on at all times.

25. Saturday and Sunday work

25.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

25.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

26. Breaks

26.1 Meal breaks

- (a) An employee who is rostered to work in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, by agreement of the employees affected, employees who work shifts of six hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required to remain on the premises during a meal break, but is free from duty, the employee will be paid at ordinary rates for the duration of the meal break. If required for duty during this period the employee will be paid overtime until the balance of the meal break is taken. This period will not count as time worked when calculating ordinary hours for the purpose of overtime or penalties.

26.2 Rest pauses

- (a) Every employee will be entitled to a paid 10 minute rest pause in each four hours worked at a time to be agreed between the employee and employer. Provided that an employee working at least 6.5 hours will receive two rest pauses.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute rest pause.
- (c) Rest pauses will count as time worked.

27. Overtime

27.1 Overtime penalty rates

- (a) Hours worked in excess of the rostered ordinary hours on any day or shift prescribed in clause 20—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Friday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Saturday and Sunday—double time;
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 27.1(a) do not apply to Registered Nurse levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 25 and clause 28.
- (d) **Part-time employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 27.1(a).

27.2 Time off in lieu of payment for overtime (TOIL)

- (a) By written agreement between the Employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) Such TOIL must be taken within 3 months of the overtime being worked. If not taken within 3 months, it must be paid at overtime rates.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) At the termination of employment of an employee any outstanding amounts of time off in lieu will be paid at the rate applicable to the overtime worked.

27.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such a absence.
- (c) If, on the instruction of the Employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

27.4 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

27.5 Recall to work when on call

- (a) An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours' work at the appropriate overtime rate.
- (b) An employee who is required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

27.6 Recall to work when not on call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the Employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.
- (c) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (d) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (e) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

28. Shiftwork

28.1 Shift penalties

- (a) Where an employee works a rostered *afternoon shift* between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an employee works a rostered *night shift* between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
 - (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - (ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 25—Saturday and Sunday work and clause 33—Public holidays applies.
- (f) The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

29. Higher duties

29.1 An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

29.2 Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

30. Requests for flexible working arrangements

30.1 Employee may request change in working arrangements

Clause 30 applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 30 is an addition to s.65.

30.2 Responding to the request

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

30.3 What the written response must include if the employer refuses the request

Clause 30.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 30.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 30.2, the written response under s.65(4) must:

- (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
- (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

30.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 30.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

Part 6—Leave and Public Holidays

31. Annual leave

31.1 Every full-time and part-time employee shall for each calendar year of employment be entitled to annual leave on full pay as follows:

- (a) For the purposes of the NES, not less than six (6) weeks if employed on shift work where three (3) shifts per day are worked over a period of seven (7) days per week and where an employee works over more than two (2) roster periods which involves a combination of day, evening and night shifts.
- (b) Not less than five (5) weeks in any other case.
- (c) An employee whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a pro rata equivalent of annual leave as provided for above.

31.2 Notice of annual leave

- (a) Unless otherwise agreed between the Employer and employee, at least four (4) weeks' notice prior to the time which the annual leave is to commence will be given.
- (b) All annual leave shall be taken at a mutually convenient time. Agreement to a request for annual leave will not be unreasonably refused by the employer.

31.3 Payment of wages when employee is proceeding to annual leave

- (a) Where the employee is proceeding to annual leave of more than one weeks duration after completing work on a Saturday, Sunday or statutory holiday, the employee's entitlements shall be made up to, and include, annual leave entitlements and payment for all work completed on the last week day of duty.
- (b) Employees proceeding to annual leave on a week day (statutory holidays excluded) shall have their entitlements made up to, and include, payment for all work completed on the day of departure.

- (c) Payment for any work withheld will be available to the employee no later than the conclusion of the first day of work after returning from leave. Where the employee's pay is made customarily by electronic transfer, any adjustment that is necessary will be made at the next regular pay transfer.
- (d) The employee and employer may agree to alternative methods of payment, eg. in accordance with pay cycles.

31.4 Calculation of annual holiday pay

Annual holiday pay for full-time and part-time employees shall be calculated as follows:

- (a) The employee's ordinary wage rate, as prescribed in clause 14 and Schedule B of this Agreement, for the period of the annual leave (excluding shift premiums and weekend penalty rates); plus uniform allowance;
- (b) Together with a further 17.5% additional payment related to:
 - (i) six (6) weeks in the case of employees entitled to six (6) weeks' annual leave, as set out in clause 31.1(a);
 - (ii) four (4) weeks in the case of all other employees entitled to five (5) weeks' annual leave as set out in clause 31.1(b) (that is equivalent to 14% on five (5) weeks).

Provided that in the case of a shift worker defined at clause 31.1(a) or clause 20.5(b), their normal wage for rostered hours including shift allowances will be paid if higher than the loaded rate provided for at clause 31.4(b).

- (c) A part-time employee's weekly hours, for the calculation of annual leave payment, shall be in the same proportion as the average number of hours worked per week, during the employee's year of employment, equates to 38 hours per week.

31.5 Excess Accrual of annual leave

- (a) An employee has an excessive leave accrual if the employee has accrued more than two (2) years accruals of paid annual leave (ie 10 weeks for a non-shift worker or 12 weeks for a shift worker).
- (b) If an employee has an excessive leave accrual, the Employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If an Employer has genuinely tried to reach agreement with an employee under Clause 31.5(b) but agreement is not reached (including because the employee refuses to confer), the Employer may direct the employee in writing to take one or more periods of paid annual leave.
- (d) However, a direction by the Employer is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account;
- (e) The direction must not require the employee to take any period of paid annual leave of less than one (1) week; must not require the employee to take a period of paid annual leave beginning in less than eight (8) weeks, or more than twelve (12) months,

after the direction is given; and must not be inconsistent with any leave arrangement agreed by the Employer and employee.

31.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken accrued annual leave and applicable annual leave loading.

31.7 Cashing-out of annual leave

An employee may request in writing to the employer to "cash out" annual leave provided that:

- (a) the employee has sufficient accruals of paid annual leave;
- (b) the accruals remaining after cashing out will be at least the equivalent of 4 weeks;
- (c) the employer agrees to such cashing out;
- (d) such cashing out only occurs once in any 12 month period;
- (e) such cashing out is payable in the same manner as if the employee had actually taken leave.

32. Long service leave

32.1 Employees will be entitled to long service leave in accordance with the provisions of the Queensland *Industrial Relations Act 2016*, as amended from time to time.

However from the first full pay period after 1 July 2013, employees will accrue one week of paid leave for each year of continuous service and be able to access long service leave after 7 years continuous service.

32.2 Cashing-out of long service leave

An employee may request in writing to the employer to "cash out" part of long service leave provided that:

- (a) the employee is eligible to access their accruals of such leave (that is the employee has completed seven (7) years of continuous service with the employer);
- (b) the employer agrees to such cashing out;
- (c) such cashing out only occurs once in any 12 month period;
- (d) such cashing out is payable in the same manner as if the employee had actually taken leave;
- (e) the accruals remaining after cashing-out will be at least the equivalent of 4 weeks.

33. Public holidays

33.1 Meaning of public holidays

The following are *public holidays*:

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) 25 April (Anzac Day);
- (h) Labour Day
- (i) the Sovereign's birthday holiday;
- (j) Brisbane Show Day
- (k) Christmas Eve between 6pm and midnight;
- (l) 25 December (Christmas Day);
- (m) 26 December (Boxing Day);
- (n) any other day, declared or prescribed by or under Queensland law to be observed generally within the state, or a region of the state, as a public holiday, other than a day that is excluded by the regulations from counting as a public holiday.

33.2 Substituted public holidays

If, under (or in accordance with a procedure under) a law of Queensland, a day is substituted for a day that would otherwise be a public holiday because of clause 33.1 , then the substituted day is the public holiday.

33.3 Payment for absence on public holidays

- (a) If, in accordance with this clause, an employee is absent from his or her employment on a day or part day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part day.
- (b) If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part time employee whose part time hours do not include the day of the week on which the public holiday occurs.

33.4 Payment for work done on public holidays

All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double-time of their base rate of pay.

33.5 Public holiday substitution

The Employer and an employee may, by agreement, substitute another day for a public holiday.

33.6 Public holidays occurring on rostered days off

- (a) All full-time employees will receive a day's ordinary pay for public holidays that occur

on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

- (b) All part-time employees will be paid on the same basis as full-time employees for all public holidays on which the employee would have otherwise worked on a proportionate basis calculated on the ordinary hours.

33.7 Accrued days off on public holidays

Where a full-time employee's accrued day off falls on a public holiday, another day, determined by the Employer, will be taken instead within the same four or five week work cycle, where practical.

34. Parental Leave

34.1 Parental Leave is provided for in the NES.

34.2 In addition to the NES and the payments available through the federal government's paid parental leave scheme (PPLS), the Employer will provide four (4) weeks "top up" payment to eligible permanent employees (ie with at least 12 months continuous service immediately before taking their parental leave).

The payment from the Employer will be equivalent to the difference between the Employee's base wages for a four week period (averaged over the 6 months prior to the taking of leave) and the amount paid to the Employee under the PPLS.

Payment will occur as soon as possible after the leave commences.

35. Paid personal/carer's leave

35.1 Entitlement to paid personal/carer's leave

(a) Amount of leave

For each year of service with the Employer, an employee, other than a casual employee, is entitled to 10 days of paid personal/carer's leave.

(b) Accrual of leave

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

35.2 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member; or
- (iii) family or domestic violence.

35.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

35.4 Payment for paid personal/carer's leave

If, in accordance with this clause, an employee takes a period of paid personal/carer's leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

36. Unpaid personal/carer's leave

36.1 Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (*a permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

36.2 Taking unpaid carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 35.1.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- (d) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

37. Compassionate leave

37.1 Entitlement to compassionate leave

An employee is entitled to 2 days of compassionate leave for each occasion (*a permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

The same entitlement applies when:

- (d) A child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (e) the employee, or the employee's spouse or de facto partner (but not former spouse or former de facto partner) has a miscarriage.

37.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 37.1; or
 - (ii) after the death of the member of the employee's immediate family or household, or the stillbirth of a child, referred to in Clause 37.1; or
 - (iii) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in Clause 37.1.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and his or her employer agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (d) An employee may take additional unpaid compassionate leave with the agreement of the employer.

37.3 Payment for compassionate leave (other than for casual employees)

If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

38. Notice and evidence requirements

38.1 Notice

- (a) An employee must give the Employer notice of the taking of leave under Clauses 35 – 37 by the employee.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.

38.2 Evidence

- (a) An employee who has given his or her employer notice of the taking of leave under Clauses 35-37 must, if required by the Employer, give the employer evidence that would satisfy a reasonable person that:
 - (i) if it is paid personal/carer's leave—the leave is taken for a reason specified in Clause 35.2 (however a medical certificate from a duly qualified practitioner or a statutory declaration will only be required where the absence through illness is 2 days or more); or
 - (ii) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 36.2; or
 - (iii) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 37.2.
- (b) However where an employee provides statutory declarations on 3 consecutive occasions, the employer will require a medical certificate for each subsequent absence.

38.3 Compliance

An employee is not entitled to take leave under clauses 35-37 unless the employee complies with this section.

39. Community service leave

Community service leave is provided for in the NES. The NES sets out the entitlements for community service which is currently voluntary emergency management activity and jury service.

40. Ceremonial leave

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

41. Paid Family and Domestic Violence Leave

Up to 10 days per annum of Paid Family and Domestic Violence Leave is available in accordance with the NES.

42. Infectious Diseases Leave

An eligible employee (other than a casual employee) is entitled to access up to 2 days of paid leave per annum if there is a declared outbreak of an infectious disease at the workplace in accordance with the relevant Public Health Authority notification guidelines, and the employee becomes similarly infected as a consequence of having provided direct care/service to an infected resident.

Eligible employees are those who have exhausted paid personal leave accruals.

Infectious diseases leave will apply to the following diseases and must be contracted within 72 hours of an employee's shift:

- Respiratory illness resulting from, Covid-19, Influenza, R.S.V., Rhinovirus;
- Gastro intestinal illnesses resulting from, Norovirus; Rotavirus
- Skin conditions resulting from Scabies.

The declaration of an infectious disease outbreak at the workplace by the relevant public health authority may include other illnesses and is not limited to the above illnesses/conditions.

Infectious diseases leave is by application and will be subject to a medical certificate / appropriately dated positive test result being provided by the employee.

All applications will be assessed against the staffing roster to ensure that the employee has met the above conditions.

This leave is paid at base rates, is additional to other forms of paid leave but does not accrue.

Part 7—Training and General

43. In-Service Training

43.1 In-service training may include attendance at workshops/seminars devoted solely to skill related career paths, multi-skilling and broadening of tasks which employees may be expected to acquire in enhancing flexibility and the efficiency of the industry.

43.2 The workshop/seminars may be conducted by the Employer Associations, the Union, Employer or other organisations approved by the Employer.

43.3 An Employer granting an employee leave to attend such workshop/seminars is required to pay no more than the appropriate ordinary rate of wages that employee would have received otherwise for each day of attendance at the workshop/seminar. Where the duration of the workshop/seminar exceeds 4 hours, the Employer's responsibility for

payment of wages may be halved. An Employer would not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.

- 43.4** Attendance at employer-nominated compulsory training within rostered hours will be paid at base rates. Such training will include but not be limited to fire training, infection control, mandatory reporting. Unreasonable repeated failure to attend such training will lead to disciplinary action, which could include stand down and termination.
- 43.5** To assist with employees' completion of training such training may comprise of online e-learning modules. These modules may be completed 'off-site' at a date and time elected by the employee. The employer will specify the nominal time frame for each module's completion in accordance with the module's parameters and that specified time will be paid to each employee upon completion of the module at the employee's base rate. Where a particular training module reasonably takes an employee longer to complete than the anticipated timeframe, they shall be paid for the time actually taken upon provision of reasonable evidence.

44. Continuing Professional Development – EN's and RN's

- 44.1** The employer will support registered and enrolled nurses in maintaining their registration by providing internal training opportunities.
- 44.2** The employer will also review all requests for financial assistance to attend up to 3 days per annum of external training on a case by case basis, however, will not unreasonably refuse such a request. Factors which will be taken into account by the employer in deciding whether or not to agree to a request to attend external training include: relevance of the proposed external training to residential aged care, whether the same or similar training is provided internally and the cost of the proposed external training.

45. First Aid Certificates

The employer may require an employee to possess a current senior first aid certificate at the time of engagement.

Following 12 months continuous service by the employee, the employer will subsidise 50% of the renewal costs for CPR and first aid certificates.

46. No extra claims

- 46.1** There will be absorption of any other FWC determination, safety net adjustment, minimum rate adjustment, or living wage case decisions available during the life of the Agreement.
- 46.2** Notwithstanding the above, no employee will fall below the Award rates of pay during the life of this Agreement.
- 46.3** There will be no further wage increases sought or granted except as provided under the terms of this Agreement.

47. Re-negotiation

Discussions for a replacement Agreement will begin no later than 3 months prior to the expiry date of this Agreement.

48. Workplace Delegates

Clause 44 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 44.

- (a) employer means the employer of the workplace delegate;
- (b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise

- 48.2** Before exercising entitlements under clause 44, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- 48.3** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

48.4 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;

- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

48.5 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 44.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

48.6 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 45.6(a) if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

48.7 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

48.8 Exercise of entitlements under clause 44

- (a) A workplace delegate's entitlements under clause 45 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 45 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 45 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (d) unreasonably fail or refuse to deal with a workplace delegate; or

- (e) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (f) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 44.

49. Employee right to disconnect

49.1 Clause 49 provides for the exercise of an employee's right to disconnect set out in section 333M of the Act.

NOTE:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (i) their employer outside of the employee's working hours
 - (ii) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours,
- (b) Section 333M(3) prescribes matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- (c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (d) Sections 333N and 333P provide for procedures for the resolution of disputes about whether an employee's refusal is reasonable and about the operation of section 333M.

49.2 An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

49.3 Clause 49.2 does not prevent an employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:

- (a) the employee is being paid the on-call allowance under clause 17.3;
- (b) the employer's contact is to notify the employee they are required to attend or perform work; and
- (c) the employer's contact is in accordance with the usual arrangements for such notification.

49.4 Clause 49.3 does not prevent an employer from contacting, or attempting to contact, an employee outside of working hours to notify the employee, in accordance with the usual arrangements for such notification, of:

- (a) an emergency roster change under clause 24.6; or
- (b) a recall to work under clause 27.6.

Schedule A—Classification Definitions

SCHEDULE A1 - GENERIC LEVEL STATEMENTS - ASSISTANT IN NURSING

1.1 Assistant in Nursing Level 1

- 1.1.1 The employee at Level 1 has minimal experience or qualification in any functions/activities associated with employment in the aged care industry and undertakes training in basic workplace practices and procedures (e.g. workplace health and safety, work and document procedures and quality control/assurance).
- 1.1.2 An employee at this level performs routine duties to their level of their training in the aged care industry within the range of delegated or assigned tasks. The employee would exercise minimal judgement and be working under Supervision of a Registered or Enrolled Nurse.
- 1.1.3 An employee at this level is required to:
- (a) exercise discretion and judgement within their level of skill and training;
 - (b) receive on or off the job training or has received training;
 - (c) work under direct or indirect Supervision;
 - (d) demonstrate an understanding of standards required in the aged care industry and actively participate in the implementation of those standards;
 - (e) active involvement in, and contributes to, continuous improvement.
- 1.1.4 Indicative tasks/skills of this level may include but not be limited to the following:
- (a) provide input on observation to the registered nurse;
 - (b) record on standard structured pro forma;
 - (c) assist in delivery of nursing care as delegated by the registered nurse under direct or indirect Supervision;
 - (d) assist with clients/residents who self-administer their medications on the request of the client/resident if delegated to do so by the registered nurse, subject to professional nursing standards and legislative requirements.

2.1 Assistant in Nursing Level 2

- 2.1.1 An employee at this level will perform work above the skills of a Level 1 employee and perform tasks and will have obtained proficiency and qualifications to perform work at this level.
- 2.1.2 An employee at this level is required to:
- (a) have obtained a Level III Certificate in Individual Support or equivalent;
 - (b) operate under direct or indirect Supervision;
 - (c) exercise discretion and judgement within their level of skill and training;
 - (d) demonstrate an understanding of standards required in the aged care industry;

(e) assist employees undertake structured training.

2.1.3 Indicative tasks/skills of this level, in addition to Level 1, may include but not be limited to:

(a) input to the registered nurse on resident assessment;

(b) input into documentation using a variety of flow charts;

(c) input into orientation of staff as delegated by a registered health practitioner;

(d) data collection;

(e) assist in delivery of nursing care as delegated by the registered nurse under direct or indirect supervision.

(e) assist in resident lifestyle activities.

3.1 Assistant in Nursing Level 3

3.1.1 An employee appointed to this level will perform work above and beyond the skills of a Level 2 and will have obtained proficiency and qualifications to perform work at this level.

3.1.2 An employee at this level is required to:

(a) have obtained a Level IV certificate in Individual Support or equivalent qualification or level of experience and competency;

(b) exercise discretion and decision making/responsibility within their level of skill and training;

(c) demonstrate the effective application of standards required in the age care Industry;

(d) provide on the job and In Service training to other AIN's as directed by a registered health practitioner;

(e) work under direct or indirect supervision of the registered nurse.

3.1.3 Indicative tasks/skills of this level, in addition to Level 2, may include but not limited to:

(a) team leader in non-clinical duties.

SCHEDULE A2 - GENERIC LEVEL STATEMENTS - ENROLLED NURSE

1.1 Enrolled Nurse Level 1

- 1.1.1 An employee at this level will appear on the AHPRA Register of Practitioners as an Enrolled Nurse Division 2.
- 1.1.2 An employee at this level is required to:
- (b) work under direct or indirect supervision of a named and accessible registered nurse;
 - (c) exercise discretion and decision making/responsibility within their scope of practice;
 - (d) provide on-the-job and In Service training within scope of practice;
 - (e) demonstrate the effective application of professional nursing standards required in the age care sector and the professional standards required by the NMBA;.
- 1.1.3 Indicative tasks/skills of this level, may include but not limited to:
- (a) administer medications in accordance with scope of practice to clients/residents who have not been assessed as competent to self-administer their medicines;
 - (b) input to the registered nurse into formulation implementation and evaluation of the care plan;
 - (c) recognition of changes in resident condition and report changes to Registered Nurse;
 - (d) report the outcomes of episodes of care to the registered nurse for evaluation;
 - (e) assist with orientation of staff as directed by registered health practitioners;
 - (e) deliver nursing care under supervision of a named and accessible Registered Nurse;
 - (f) coordination of team resources.

SCHEDULE A3 - REGISTERED NURSE GENERIC LEVEL STATEMENTS

1.1 Registered Nurse Level 1

- 1.1.1 An employee appointed to this level will perform work in accordance with NMBA Professional Standards, as well as the following:
- 1.1.2 An employee at this level is required to:
- (a) hold a current practicing certificate with the NMBA;
 - (b) work under direct or indirect supervision and will supervise other direct care employees;
 - (c) exercise discretion and decision making/responsibility within their scope of practice ;
 - (d) provide and maintain documentation as required;
 - (e) provide training in clinical care;
 - (f) demonstrate the effective application of standards in the age care sector and the

professional standards required by the NMBA;

- (g) undertake the assessment of clients' needs.

1.1.3 Indicative tasks/skills in addition to an Enrolled Nurse may include but are not limited to:

- (a) accountability for client care;
- (b) responsible for lower level direct care staff;
- (c) responsible for comprehensive assessment of clients and residents;
- (d) formulate, implement and evaluate care plan;
- (e) monitor outcomes of clinical practice;
- (f) input into orientation and training of staff;
- (g) perform competency assessments.

2.1 Registered Nurse Level 2

2.1.1 An employee appointed to this level will perform work above and beyond the skills of a Registered Nurse Level 1 and will have obtained proficiency and qualification necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA professional standards as well as the following:

2.1.2 An employee at this level is required to:

- (a) hold a current Registered Nurse registration with the NMBA and has attained a relevant specialty qualification;
- (b) work under supervision and would supervise others;
- (c) exercise discretion and decision making/responsibility within their level of skill and training;
- (d) demonstrate the effective application of standards required in the age care sector and the professional standards of the NMBA.

2.1.3 Indicative tasks/duties required for this level, in addition to Register Nurse Level 1, may include but are not limited to:

- (a) designated clinical specialty and provide advice to Registered Nurse 1 or clinical practice within specialty;
- (b) input into orientation and training of staff;
- (c) act as a resource;
- (d) perform competency assessments;
- (e) responsibility for the resource coordination.

3.1 Registered Nurse Level 3

3.1.1 An employee appointed to this level will perform work above and beyond the skill of a Registered Nurse Level 2 and will have obtained proficiency and qualification necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA professional standards as well as the following:

3.1.2 An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse (Division One) and has attained a relevant specialty qualification;
- (b) supervise a range of staff;
- (c) work under minimal supervision;
- (d) exercise discretion and decision making/responsibilities within their scope of practice
- (e) Demonstrate the effective application of standards in the Age Care Sector and the professional standards of the NMBA.

3.1.3 Indicative tasks/skills of this level, in addition to Registered Nurse Level 2, may include but are not limited to:

- (a) co-ordinates service delivery;
- (b) co-ordinate and critically evaluate research, processes and outcomes;
- (c) responsible for resource management;
- (d) responsible for professional development of staff;
- (e) develop policy and procedures;
- (f) clinical consultant to staff;
- (g) accountable for the management of the human and material resources.

4.1 Registered Nurse Level 4

4.1.1 An employee appointed to this level will perform work above and beyond the skills of a Registered Nurse Level 3 and will have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA professional standards as well as the following:

4.1.2 An employee at this level is required to:

- (a) hold current Registered Nurse registration with the NMBA;
- (b) work under minimal supervision and would supervise other direct care employees;
- (c) exercise discretion and decision making/responsibility within their scope of practice;
- (d) demonstrate the effective application of standards in the Age Care Sector and the professional standards required by the NMBA.

4.1.3 Indicate tasks/skills of this level, in addition to Registered Nurse Level 3, may include but

are not limited to:

- (a) an expert in clinical practice;
- (b) research quality indicators and improvements in work practice.

5.1 Registered Nurse Level 5

5.1.1 An employee appointed to this level will perform work above and beyond the skills of a Registered Nurse Level 4 and will have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA professional standards as well as the following:

5.1.2 An employee at this level is required to:

- (a) hold current Registered Nurse registration with the NMBA;
- (b) responsible to the committee of management, board or senior management;
- (c) exercise discretion and decision making/responsibility within their scope of practice and will exercise managerial responsibilities;
- (d) responsible for the formation/establishment of programs, operational procedures and policies;
- (e) management of staff and the operation;

5.1.3 Indicative tasks/skills of this level, in addition to Registered Nurse Level 4, may include but are not limited to:

- (a) accountable for the strategic and operational directions of the facility;
- (b) represent and promote the facility to governments and to the local community.

Schedule B—Rates of Pay

1	2	3	4	5	6	7	8
Classification	As at 1.7.24	3% Increase FFPP 1.7.24	FFPP* on or after 1.7.24	3% Increase FFPP 1.7.25	FFPP* on or after 1.7.25	3% Increase FFPP 1.7.26	FFPP* on or after 1.7.26
Assistant Nurse							
Assistant Nurse Level 1.1	\$30.35	\$0.91	\$31.26	\$0.94	\$32.20	\$0.97	\$33.16
Assistant Nurse Level 1.2	\$30.41	\$0.91	\$31.32	\$0.94	\$32.26	\$0.97	\$33.23
Assistant Nurse Level 2.1	\$31.24	\$1.09	\$32.33	\$0.97	\$33.30	\$1.00	\$34.30
Assistant Nurse Level 2.2	\$31.50	\$0.95	\$32.45	\$0.97	\$33.42	\$1.00	\$34.42
Assistant Nurse Level 3	\$31.58	\$0.95	\$32.53	\$0.98	\$33.50	\$1.01	\$34.51
Enrolled Nurse							
Enrolled Nurse Level 1.1	\$33.75	\$1.01	\$34.76	\$1.04	\$35.81	\$1.07	\$36.88
Enrolled Nurse Level 1.2	\$35.28	\$1.06	\$36.34	\$1.09	\$37.43	\$1.12	\$38.55
Enrolled Nurse Level 1.3	\$37.19	\$1.12	\$38.31	\$1.15	\$39.45	\$1.18	\$40.64
Registered Nurse Level 1							
Registered Nurse Level 1.1	\$36.51	\$2.56	\$39.07	\$1.17	\$40.24	\$1.21	\$41.45
Registered Nurse Level 1.2	\$38.65	\$1.16	\$39.81	\$1.19	\$41.00	\$1.23	\$42.23
Registered Nurse Level 1.3	\$41.08	\$1.23	\$42.31	\$1.27	\$43.58	\$1.31	\$44.89
Registered Nurse Level 1.4	\$45.76	\$1.37	\$47.13	\$1.41	\$48.55	\$1.46	\$50.00
Registered Nurse Level 2							
Registered Nurse Level 2.1	\$48.12	\$1.44	\$49.56	\$1.49	\$51.05	\$1.53	\$52.58
Registered Nurse Level 2.2	\$49.93	\$1.50	\$51.43	\$1.54	\$52.97	\$1.59	\$54.56
Registered Nurse Level 3							
Registered Nurse Level 3.1	\$51.82	\$1.55	\$53.37	\$1.60	\$54.98	\$1.65	\$56.63
Registered Nurse Level 3.2	\$53.66	\$1.61	\$55.27	\$1.66	\$56.93	\$1.71	\$58.64
Registered Nurse Level 4	\$61.49	\$1.84	\$63.33	\$1.90	\$65.23	\$1.96	\$67.19
Registered Nurse Level 5	\$65.94	\$1.98	\$67.92	\$2.04	\$69.96	\$2.10	\$72.05

* First Full Pay Period

Schedule C—Allowances

1	2	3	4	5	6
Allowance	Clause		As at date of approval of EA	From first full pay period after 1-Jul-25 3%	From first full pay period after 1-Jul-26 3%
Uniform	17.2(b)	Per shift	\$1.80	\$1.85	\$1.91
Laundry	17.2(b)	Per shift	\$0.50	\$0.52	\$0.53
Overtime Meal	17.3(a)	Per meal	\$16.20	\$16.69	\$17.19
		Per meal	\$14.60	\$15.04	\$15.49
On-Call	17.4(a)(i)	Mon-Fri	\$26.55	\$27.35	\$28.17
	17.4(a)(ii)	Saturday	\$40.00	\$41.20	\$42.44
	17.4(a)(iii)	Sunday, PH, RDO	\$46.60	\$48.00	\$49.44
Travelling	17.5	Per Km	\$1.11	\$1.14	\$1.18
Team Leader RN, EN	17.6	Per shift	\$14.10	\$14.52	\$14.96
	17.6	Per Shift-night, WE, PH	\$17.46	\$17.98	\$18.52
RN Level 1 Supervisor					
- Mon to Fri (excluding night shift)	17.7	Per shift	\$17.25	\$17.77	\$18.30
- Mon to Fri night shifts and morning/afternoon weekends and public holidays	17.7	Per shift	\$25.90	\$26.68	\$27.48
- Night shifts on weekends and public holidays	17.7	Per shift	\$38.85	\$40.02	\$41.22
Special Duties AIN	17.8	Per shift	\$6.46	\$6.65	\$6.85
	17.8	Per Shift-night, WE, PH	\$7.43	\$7.65	\$7.88
Medication Assistance AIN	17.9	Per shift	\$13.44	\$13.84	\$14.26
	17.9	Per Shift-night, WE, PH	\$14.74	\$15.18	\$15.64
Clinical Nurse RN 2,3,4 & 5					
- Mon to Fri (excluding night shift)	17.10	Per shift	\$19.00	\$19.57	\$20.16
- Mon to Fri (night shifts)	17.10	Per shift	\$28.50	\$29.36	\$30.24
- Weekends & Public Holidays (morning & afternoon shifts)	17.10	Per shift	\$28.50	\$29.36	\$30.24
- Weekends & Public Holidays (Night shifts)	17.10	Per shift	\$42.75	\$44.03	\$45.35
RN Qualification					
- Mon to Fri (excl night shift)	17.11	Per shift	\$11.74	\$12.09	\$12.45
- Mon to Fri (night shifts)	17.11	Per shift	\$17.61	\$18.14	\$18.68
- Weekends & Public Holidays	17.11	Per shift	\$17.61	\$18.14	\$18.68

Signed for and on behalf of
Jomal Pty Ltd.
ABN 33 101 896 465

Oct 29, 2024

Date

M.Walker

Name

M.Walker

M.Walker (Oct 29, 2024 10:08 GMT+10)

362-376 King Street, Caboolture QLD 4510_
Address

Director

Position

Fiona

Fiona Louis (Oct 29, 2024 10:48 GMT+10)

Witness Signature

Fiona Louis

Witness Name

**Signed for and on behalf of
Queensland Nurses and Midwives' Union of Employees
and Australian Nursing and Midwifery Federation
as bargaining representative**

_____ Date

_____ Name

_____ Address

_____ Position

_____ Witness Signature

_____ Witness Name













Ballot copy-Nurses EA 2024 (final)

Final Audit Report

2024-10-29

Created:	2024-10-29
By:	Natasha Colson (accounts-administrator@sunnymeadepark.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGZWeKQTH6y4s7rmfNUsaSOW6tFqUZry0

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-  Document created by Natasha Colson (accounts-administrator@sunnymeadepark.com.au)
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-  Signer michael@sunnymeadepark.com.au entered name at signing as M.Walker
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-  Signer facilitymanager@sunnymeadepark.com.au entered name at signing as Fiona Louis
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