



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Bethany Christian Care**  
(AG2020/3855)

## **BETHANY CHRISTIAN CARE - NURSES ENTERPRISE AGREEMENT 2020**

Aged Care

DEPUTY PRESIDENT CROSS

SYDNEY, 23 MARCH 2021

*Application for approval of the Bethany Christian Care - Nurses Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the Bethany Christian Care - Nurses Enterprise Agreement 2020 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act). It has been made by Bethany Christian Care. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met, with the provision of written undertakings addressing miscellaneous matters. Copies of the undertakings are attached to this decision and marked “Annexure A.” I note that the undertakings are taken to be terms of the Agreement.

[3] The Australian Nursing and Midwifery Federation-QNMU Branch, being bargaining representatives for the Agreement, have given notice under s.183 of the Act they want the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers those organisations.

[4] The Agreement was approved on 23 March 2021 and, in accordance with s.54 of the Act, will operate from 30 March 2021. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Annexure A



**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2020/3855 – Bethany Christian Care - Nurses Enterprise Agreement 2020

**Applicant:**

**Armest Pty Ltd**

Section 185 – Application for approval of a single enterprise agreement

**Undertakings-Section 190**

I, Michael Harding, People Manager of Bethany Christian Care give the following undertakings with respect to the Bethany Christian Care - Nurses Enterprise Agreement 2020 ("the Agreement"):

I have the authority given to me by Bethany Christian Care to provide these undertakings in relation to the application before the Fair Work Commission.

- That in Agreement clause 35.5(c) the current wording "of satisfaction to the Employer" will have no effect and be replaced by the wording "that would satisfy a reasonable person ...".
- That in Agreement clause 33.5 the current wording "and the employees" will have no effect and be replaced by the wording "and an employee".
- That a casual EN at level 1.1, 1.2 or 1.5 who works overtime on a public holiday will be paid in line with the applicable Nurses Award 2010 rate for such overtime.
- That an Assistant Nurse/Lifestyle Assistant possessing a Certificate III but less than 12 months experience will be employed at Assistant Nurse/ Lifestyle Assistant Level 1 paypoint 3.
- That Agreement clause 42 will have no effect.

A handwritten signature in black ink, appearing to read "Michael Harding".

(Signature)

Michael Harding

2 February 2021

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## Bethany Christian Care - Nurses Enterprise Agreement 2020

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## Part 1—Application and Operation

### 1. Title

This agreement is known as the *Bethany Christian Care - Nurses Enterprise Agreement 2020*.

### 2. Commencement

2.1 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 2022.

### 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 *Bethany Christian Care - Nurses Enterprise Agreement 2020*

**Award** means the *Nurses Award 2010*

**FWC** means the Fair Work Commission

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

**Employer** means Bethany Christian Care - ABN 28 041 667 312

**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 Nurses and Midwifery Board of Australia

**Permissible occasion** has the meaning in the Act

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

### 4. Coverage

4.1 This Agreement covers:

(a) The Employer and their employees in the classifications listed in Schedule A – Classification Definitions; and

(b) QNMU, ANMF and AWU.

## **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. Relationship of this Agreement to National Employment Standards and the Philosophy of Bethany Christian Care**

### **6.1 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.

### **6.2 Philosophy of Bethany Christian Care**

Bethany Christian Care affirms in this Agreement its

- Biblically-conservative Christian values and beliefs as expressed in the following:
  - Virtue, including decency and honesty;
  - Acceptance, including forgiveness and impartiality;
  - Love, including compassion and gentleness;
  - Understanding, including empathy and sensitivity;
  - Excellence, including quality and diligence;
  - Serving, including humility and kindness.
- Reason for being that is people's spiritual blessing in a Biblical context;
- Objective of maintaining a strong Christian emphasis in its aged care facilities;
- Reliance upon its employees for the practical outworking of its philosophy;
- Expectation that all employees will work within its philosophy;
- Undertaking to explain to new employees at orientation, and existing employees at periodical training sessions, what it means, in a practical sense, to work within its philosophy;
- Expectation that all employees will use their best endeavours to put this learning into practice in the workplace; and
- Acceptance, notwithstanding the above, that each employee is entitled to his/her own religious beliefs which are strictly personal to him/her.

## **7. Agreement Flexibility**

7.1 An employer and employee covered by this 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.

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, that individual or a representative of the work group shall notify the 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 Supervisor of these tasks.

The Supervisor or delegate shall notify the work unit representative within 7 days 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 7 days or other agreed reasonable period 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 residents' needs.
- The demand of the environment, such as facility layout.
- Statutory obligations including Workplace Health and Safety legislation.
- The requirements of nurse regulatory legislation.
- Reasonable workloads.
- Financial and other operational issues.

## **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 the Fair Work Commission.

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

- (a) the 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 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

A decision that the 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 the 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 76 hours per fortnight or an average of 76 hours per fortnight 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 76 hours per fortnight and more than an average of 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 pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (f) Twelve months after initial engagement, a part-time employee who is regularly working in excess of their contracted hours may apply to have their contract reviewed to more adequately reflect their actual worked hours. Agreement to review those hours shall not be unreasonably withheld.

On-going applications may then be made at 12 monthly intervals.

#### 10.4 **Casual employment**

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) 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%.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) Casual Lifestyle Assistants/Assistants-in-Nursing will be paid afternoon and night shift allowances calculated on the ordinary 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 for casual Lifestyle Assistants/Assistants-in-Nursing.
- (e) For casual Enrolled and Registered nurses, the casual loading shall not be compounded by any penalties contained within this Agreement. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added on to the penalty rate of pay.

**(f) Conversion of casual employees to permanent employees**

A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment. An employee, who does not make a request is deemed not to have elected to convert.

The new contract would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

**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:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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**

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, except for the additional age-based week. A casual employee must provide at least one hour's notice.
- (b) If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement ( except monies owed in respect of an entitlement under the NES ), an amount not exceeding the amount the employee would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee, to a maximum of one week. Any such deduction must not be unreasonable in the circumstances.
- (c) If the employer has agreed to a shorter period of notice than that required under paragraph (a), then no deduction can be made under paragraph (b).

### 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:

<b>Period of Continuous Service</b>	<b>Severance Pay (weeks' pay)</b>
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

- (a) Clause 12.3 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under clause 12.2; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in sub-clause 12.3(c).
- (c) If the employer acts as mentioned in sub-clause 12.3(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

## 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 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 2020, by 1.75%;
- (b) From the first full pay period on or after 1 July 2021, by 2%.

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 at least 12 months and 1450 hours of experience including all forms of paid leave, 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/Lifestyle Assistant**

- (i) An Assistant in Nursing/Lifestyle Assistant possessing a Certificate III in Aged Care and 12 calendar months (and in the case of casual and part-time employees 1450 hours) experience must be appointed to Assistant in Nursing/Lifestyle Assistant Level 2.
- (ii) An Assistant in Nursing/Lifestyle Assistant will only move to Level 3 by appointment.

**(a) Enrolled Nurse**

An Enrolled Nurse will only move to Level 2 by appointment.

**(b) 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)** At the time of engagement, 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)** An employee working less than 376 hours of service per year may undertake an assessment, approved by the Employer and the Union, to retain the employee's current years of service classification.
- (e)** 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.
- (f)** Any employee unable to provide proof of previous experience within 4 weeks of engagement ( which period may be extended under extenuating circumstances ) 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 ( or extended period ), 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.
- (g)** Subject to proof of previous experience being provided within 4 weeks, the Employer must adjust previous payments back to the date of commencement.
- (h)** 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 increases to base rates of pay in the second year of the Agreement.

**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 \$1.49 per shift or part thereof on duty or \$7.52 per week, whichever is the lesser amount. 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 \$0.38 per shift or part thereof on duty or \$1.80 per week, whichever is the lesser amount.
- (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 \$13.56 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 shiftworkers, 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 \$12.23 will be paid.

**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: \$22.47
  - (ii) between rostered shifts or ordinary hours on a Saturday: \$33.85
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work: \$39.49.
- (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 \$0.89 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 Registered Nurse Level 1 Qualification Allowance

A qualifications allowance will be payable to Registered Nurses at Level 1 who possess post-graduate qualifications satisfactory to the Employer and directly relevant to the skills and competencies utilised in their positions.

The allowance will be a flat amount of \$1.13 per hour worked.

The allowance will be payable upon and from the production of satisfactory evidence of the qualification to the Employer.

## 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 and Salary Packaging

### 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 a minimum 9.5% (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 who earns \$450 or more per month.
- (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.

## 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**

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the Employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds:

- (a) Health Employees Superannuation Trust of Australia (HESTA);
- (b) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its employees before the commencement of the Agreement, provided the superannuation fund is an eligible choice fund.

HESTA is the default fund.

## 19.5 **Salary Packaging – Permanent Staff**

- (a) The parties agree to the salary packaging as detailed in Schedule D.
- (b) The terms and conditions of such a salary package (including any negotiating salary allowable) shall not, when viewed objectively, be less favourable than the entitlement otherwise available under this Agreement and shall be subject to the following provisions:
- (c) Should any changes occur which prevent the Fringe Benefits Tax Exemption Status the organisation enjoys, then the wages and conditions of those employees who have entered into such an agreement will revert to the entitlements otherwise available under this Agreement.
- (d) Salary packaging is only available to permanent employees (full-time and part-time).

- (e) Any penalties, loadings, annual leave, personal leave, long service leave, superannuation, workers compensation and any other general or statutory entitlements are to be based upon the gross remuneration.
- (f) Where at the end of the agreed period the full amount allocated has not been utilised, any unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements.
- (g) Similarly, in the event of termination or resignation of employment any unused amount will be paid as salary, taxable as above.
- (h) Either party may cancel any such salary packaging arrangements by giving one month's notice of cancellation.

## **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.
- 20.4 There will be no 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 8 hours overtime provisions will apply.

### **20.5 Span of Hours**

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in sub-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) 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.

## **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 another 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.

## **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.

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 at least seven days before the commencement of the roster period.

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.

## **25. Saturday and Sunday work**

- 25.1 Where an employee other than a casual Lifestyle Assistant/Assistant-in-Nursing is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their base rate of pay for the hours worked during this period. Casual Lifestyle Assistants/Assistants in Nursing will be paid the 50% loading for Saturday work in accordance with clause 10.4(d).
- 25.2 Where an employee other than a casual Lifestyle Assistant/Assistant-in-Nursing is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their base rate of pay for the hours worked during this period. Casual Lifestyle Assistants/Assistants in Nursing will be paid the 75% loading for Sunday work in accordance with clause 10.4(d).

## **26. Breaks**

### **26.1 Meal breaks**

- (a) An employee who works 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. Meal breaks are to be taken between the fourth and sixth hours after beginning work where reasonably practicable. 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 a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties.
- (d) If required for duty during this period the employee will be paid overtime until the balance of the meal break is taken.

### **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.
- (b) The Employer may substitute in lieu of the foregoing, after having regard to the employees' health and welfare as well as taking in to account peak workload periods, one rest pause of 20 minutes in the first part of the working day.
- (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 Saturday (inclusive)—time and a half for the first two hours and double time thereafter;



- (ii) 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 28 - this clause is not applicable to Registered Nurses levels 4 and 5.

**(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).

**(e) Casual employees**

Casual employees who work hours additional to 76 in any fortnight are paid overtime penalties for any such additional hours.

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

- (a) By 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, during that 3 month period, the employee requests payment of the overtime covered by the agreed TOIL period, the employer must pay the amount in the next pay period.
- (e) The employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

**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.

## **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 Quantum of annual leave**

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional weeks' annual leave provided by the NES, a shiftworker is defined as an employee who:
  - (i) is regularly rostered over 7 days of the week; and
  - (ii) works 26 Sunday shifts, where the majority of hours in such shifts occur between midnight on Saturday and midnight on Sunday.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 31.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for

the purposes of clause 31.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

### 31.2 **Accrual of annual leave**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 2 years accruals of paid annual leave.
- (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 31.2(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 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 week; must not require the employee to take a period of paid annual leave beginning in less than 8 weeks, or more than 12 months, after the direction is given; and must not be inconsistent with any leave arrangement agreed by the employer and employee.

### 31.3 **Payment for annual leave**

- (a) Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.
- (b) The employee and employer may agree to alternative methods of payment eg in accordance with pay cycles.

### 31.4 **Annual leave loading**

In addition to their ordinary pay, an employee will be paid the higher of:

- (a) an annual leave loading of 17.5% of ordinary pay on a maximum of 152 hours/four weeks ( or 228 hours/six weeks for shiftworkers ); or
- (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

### 31.5 **Payment of annual leave on termination**

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

### 31.6 **Notice of annual leave**

- (a) Unless otherwise agreed between the Employer and employee, at least four (4) weeks' notice prior to the time at which the annual leave is to commence should be given.

- (b) Subject to operational needs, the employer will not unreasonably refuse to agree to a request by an employee to take paid annual leave.

### 31.7 **Cash-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 4 weeks;
- (c) the maximum amount of leave that may be cashed out at any one time is 2 weeks;
- (d) such cashing out only occurs once in any 12 month period and only in conjunction with the taking of annual leave;
- (e) such cashing out is payable in the same manner as if the employee had actually taken leave, including leave loading.

## 32. **Long service leave entitlement and Cash-out**

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.

32.2 However from 14 June 2011, accruals will increase to one week's leave for each year of service.

32.3 From 14 June 2011, employees with at least 7 years continuous service may access their accruals of long service leave.

32.4

- (a) Employees who are eligible to access their accruals of long service leave (i.e. after 7 years' service) may apply in writing to "cash-out" a proportion of such leave instead of taking leave.
- (b) However, at least 4 weeks leave must be retained at any time, to be taken as long service leave in the usual manner. "Cashing-out" may occur only once in any 5 year period.

## 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 Queen's birthday holiday;
- (j) Show Day
- (k) 24 December ( 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 32.1, 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**

- (a) 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 except for casual LA's/AINs whose payment of double time will be in accordance with clause 10.4(d).
- (b) However for all work done during ordinary shifts on 25 December, payment of double time and a-half will apply.

### 33.5 **Public holiday substitution**

The Employer and the employees 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.

- 33.8 Where a public holiday occurs during a period of an employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring, provided that the employee would have otherwise worked on that day of the week when the public holiday occurred.

## 34. **Parental Leave**

Parental Leave is provided for in the NES.

In summary, the NES provides for up to 12 months unpaid parental leave in relation to birth or adoption for permanent employees with at least 12 months service. Request can be made for an extension of up to a further 12 months leave.

## 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) in addition to the provisions of the NES s106A to s106E *Unpaid family and domestic violence leave*, where the employee or a member of the employee's immediate family or household is directly involved in issues related to domestic or family 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.

**35.5 Monitoring of personal leave usage**

- (a) An Employer may as a result of substantial concern over the consistent use of paid personal leave and which is based on the nature of its occurrence, duration and overall pattern over a 6 months period, formally notify that employee in writing that such leave usage will be scrutinised from a certain date for a fixed period of 6 months.
- (b) The employee shall first be afforded an opportunity to express causes considered to contribute to the leave patterns.
- (c) Where misuse of paid personal leave over a 6 months period is so identified, an Employer may require, for all absences of any duration, for that employee to provide medical certificates or other proof of illness of satisfaction to the Employer.
- (d) In requiring an employee to provide a medical certificate or proof of illness, the Employer shall first exercise equity and good conscience in reaching that decision:

Provided also that an employee who is aggrieved by the Employer's decision may seek the advice and assistance of the Union.

**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 36.1.
- (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.
- (c) 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.

### 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 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.

### 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:
  - (b) 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 will only be required where the absence through illness is greater than 2 days except in the circumstances outlined in clause 35.5); or
  - (c) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 36.2; or
  - (d) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 37.2.

### **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 or Torres Strait Islander tradition to be absent from work for indigenous ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

## **Part 7—Training and General**

### **41. In-Service Training**

- 41.1 Where the employer identifies training as mandatory, attendance during ordinary rostered hours will be paid at the ordinary rate of pay. When attendance is directed by the employer outside an employee's ordinary rostered hours, payment will be at overtime rates for the attendance time.
- 41.2 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.
- 41.3 The workshop/seminars may be conducted by the Employer Associations, the Union, Employer or other organisations approved by the Employer.
- 41.4 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. An Employer would not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.

### **42. Trainees – Lifestyle Assistants/Assistants-in-Nursing**

- 42.1 Trainees may be employed in accordance with the National Training Wage Schedule.
- 42.2 The percentage wage increases outlined at Schedule B will be paid to Trainees in addition to the National Training Wage Schedule rates of pay throughout the life of this Agreement.

### **43. Continuing Professional Development**

- 43.1 The employer will support registered and enrolled nurses in maintaining their registration by providing internal training opportunities. The employer will also review all requests for financial assistance to attend 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, whether the same or similar training is provided internally and the cost of the proposed external training.
- 43.2 An employee undertaking a post-graduate course of study which is relevant to residential aged care may apply for up to 3 days paid study leave per annum, either in a block of 3 days or as single days.

### **44. Union Representatives Training Leave**

- 44.1 A Union Representative will be entitled to attend workplace relations training leave in order to further her/his understanding of the requirements of the Fair Work Act 2009 and associated workplace relations issues.

- 44.2 The training shall be provided by a provider nominated by the employee by way of formal application by the employee.
- 44.3 The employer shall not unreasonably refuse such applications.
- 44.4 The employer will provide for a maximum of 3 days training, paid at ordinary time, per year of employment for each representative.
- 44.5 The maximum number of representatives attending a course or seminar at the same time will be two.
- 44.6 Leave granted to attend paid training shall not incur additional payment if the training coincides with a fulltime employee's accrued day off or with any other paid leave.
- 44.7 It is an expectation of employees attending such training that they will share knowledge and skills gained through such training with other nursing employees.
- 44.8 In the event that there is disagreement between the employer and the employee about any matters pertaining to training the employee may utilise the dispute settlement procedure contained in this agreement at clause 9.

**45. No extra claims**

- 45.1 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.
- 45.2 Notwithstanding the above, no employee will fall below the modern Award pay rates during the life of this Agreement.
- 45.3 There will be no further wage increases sought or granted except as provided under the terms of this Agreement.

**46. Re-negotiation**

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

## **Schedule A—Classification Definitions**

### **SCHEDULE A1 - ASSISTANT IN NURSING/LIFESTYLE ASSISTANT**

#### **1.1 Level 1, Paypoint 1**

- 1.1.1 The employee at this paypoint has no 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 which are simple repetitive tasks within the range of delegated or assigned. The employee would exercise minimal judgement and be working under Supervision of a Registered or Enrolled Nurse.

#### **2.1 Level 1, Paypoints 2 and 3**

- 2.1.1 An employee at this level will have obtained proficiency necessary to perform work at this level.
- 2.1.2 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 of a named and accessible Endorsed or Registered Nurse in compliance with the National Code of Conduct for Healthcare Workers;
  - (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.
- 2.1.3 Indicative tasks/skills of this level, in addition to Level 1 Paypoint 1, may include but not be limited to the following:
  - (a) provide input on observation;
  - (b) record on standard structured pro forma;
  - (c) assist in delivery of nursing care under direct or indirect Supervision of a named and accessible Endorsed or Registered Nurse;
  - (d) assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements.

#### **3.1 Level 2**

- 3.1.1 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.

3.1.2 An employee at this level is required to:

- (a) have obtained a Level III Certificate in Residential Age Care or equivalent;
- (b) operate under direct or indirect Supervision of a named and accessible Enrolled or Registered Nurse ;
- (c) exercise discretion and judgement within their level of skill and training;
- (d) demonstrate an understanding of standards required in the aged care industry, in compliance with the National Code of Conduct for Healthcare Workers;
- (e) assist employees undertake structured training.

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

- (a) input into resident needs and care outcomes;
- (b) input into documentation using a variety of flow charts;
- (c) input into orientation of staff as delegated by the health care professional;
- (d) data collection;
- (e) assist in delivery of nursing care under direct or indirect Supervision of a named and accessible Enrolled or Registered Nurse.

#### **4.1 Level 3**

4.1.1 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.

4.1.2 An employee at this level is required to:

- (a) have obtained a Level IV certificate in Residential Age Care or equivalent qualification or level of experience and competency;
- (b) exercise discretion and decision making/responsibility within their level of skill and training in compliance with the National Code of Conduct for Healthcare Workers;
- (c) demonstrate the effective application of standards required in the age care industry;
- (d) provide on the job and In Service training as directed;
- (e) work under direct or indirect supervision of a named and accessible Enrolled or Registered Nurse.

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

- (a) team leader in non-regulated duties;
- (b) preceptorship;

- (c) manual handling;
- (d) continence;
- (e) nutrition, hydration;
- (f) palliative care.

## **SCHEDULE A2 - ENROLLED NURSE**

### **Level 1**

An Enrolled Nurse will have obtained proficiency and qualifications necessary to work at this level and appears on the AHPRA Register of Practitioners as an Enrolled Nurse ( Division 2 )

#### **1.1 Paypoint 1**

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
  - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
  - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
  - The employee has limited or no practical experience of current situations; and
  - The employee exercises limited discretionary judgment, not yet developed by practical experience.

#### **1.2 Pay point 2**

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
  - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
  - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and



- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

### 1.3 Pay point 3

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

### 1.4 Pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and

- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

## 1.5 Pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
  - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

## Level 2 – Advanced Practice

An employee appointed to this level will perform work above and beyond the skills of an Enrolled Nurse Level 1.5 and will have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level will perform work within their scope of practice in accordance with the following:

- 3.1.1 An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as an Enrolled Nurse ( Division 2);
- (b) work under the direction of a Registered Nurse and will co-ordinate other employees;
- (c) exercise discretion and decision making/responsibility within their level of skill and training and within the scope of practice for enrolled nurses;
- (d) provide and maintain documentation as required;
- (e) assist with the provision of training;
- (f) demonstrate the effective application of standards in the aged care sector;
- (g) contribute information for the assessment of clients' needs.

3.1.2 Indicative tasks/skills in addition to Enrolled Nurse Level 1, may include but are not limited to:

- (a) accountability with Registered Nurse for client care;
- (b) coordinating lower level staff;
- (c) participation in the gathering of information to enable the comprehensive assessment of clients and residents;
- (d) implement and participate in the evaluation of care plan;
- (e) monitor and report outcomes of clinical practice to the Registered Nurse;
- (f) input into orientation and training of staff;
- (g) perform competency assessments if appropriately qualified.

## **SCHEDULE A3 - REGISTERED NURSE**

### **1.1 Registered Nurse Level 1**

1.1.1 An employee appointed to this level will perform work above and beyond the skills of an Enrolled Nurse Level 2 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 competencies as well as the following:

1.1.2 An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse ( Division 1 );
- (b) work under minimal supervision and will supervise other employees;
- (c) exercise discretion and decision making/responsibility within their level of skill and training;
- (d) provide and maintain documentation as required;

- (e) provide training within scope of practice as delegated from a higher level Registered Nurse;
- (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 Enrolled Nurse Level 2, may include but are not limited to:

- (a) accountability for client care;
- (b) responsible for lower level 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 Registered Nurse Standards of Practice as well as the following:

2.1.2 An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse ( Division 1 );
- (b) work under the direction of a more senior Registered Nurse 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 required by 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 the Registered Nurse Standards of Practice 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 1 );
- (b) supervise a range of staff;
- (c) work under minimal supervision;
- (d) exercise discretion and decision making/responsibilities within their level of skill and training;
- (e) Demonstrate the effective application of standards in the Age Care Sector and the professional standards required by 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 the Registered Nurse Standard of Practice as well as the following:

4.1.2 An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse ( Division 1 );
- (b) work under minimal supervision and would supervise other employees;
- (c) exercise discretion and decision making/responsibility within their level of skill and training;

- (d) demonstrate the effective application of standards in the Age Care Industry 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 Registered Nurse Standards of Practice as well as the following:

5.1.2 An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse ( Division 1 );
- (b) responsible to the committee of management, board or senior management;
- (c) exercise discretion and decision making/responsibility within their level of skill and training 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

### Permanent Hourly Rates of Pay

1	2	3	4
Classification	As at 30.6.2020	FFPP * after 1 July 2020 +1.75%	FFPP * after 1 July 2021 +2%
<b>(a) Assistant Nurse/Lifestyle Assistant</b>			
Level 1.1	\$22.85	\$23.25	\$23.71
Level 1.2	\$23.22	\$23.63	\$24.10
Level 1.3	\$23.62	\$24.03	\$24.51
Level 2	\$24.37	\$24.80	\$25.29
Level 3	\$25.29	\$25.73	\$26.25
<b>(b) Enrolled Nurse</b>			
Level 1.1	\$25.95	\$26.40	\$26.93
Level 1.2	\$26.31	\$26.77	\$27.31
Level 1.3	\$27.00	\$27.47	\$28.02
Level 1.4	\$27.36	\$27.84	\$28.40
Level 1.5	\$27.41	\$27.89	\$28.45
Level 2	\$28.80	\$29.30	\$29.89
<b>(c) Registered Nurse Level 1</b>			
Level 1.1	\$31.15	\$31.70	\$32.33
Level 1.2	\$32.86	\$33.44	\$34.10
Level 1.3	\$35.23	\$35.85	\$36.56
<b>(d) Registered Nurse Level 2</b>			
Level 2.1	\$36.71	\$37.35	\$38.10
Level 2.2	\$38.13	\$38.80	\$39.57
<b>(e) Registered Nurse Level 3</b>			
Level 3.1	\$39.94	\$40.64	\$41.45
Level 3.2	\$41.55	\$42.28	\$43.12
<b>(f) Registered Nurse Level 4</b>			
	\$45.36	\$46.15	\$47.08
<b>(g) Registered Nurse Level 5</b>			
	\$47.88	\$48.72	\$49.69

\* FFPP = First Full Pay Period

## Schedule C—Allowances

1	2
<b>Allowances</b>	<b>FFPP * after 1 July 2021 +2%</b>
<b>Clause 17.2</b>	\$1.52
Uniform per shift	\$7.67
Uniform per week	\$0.39
Laundering per shift	\$1.84
Laundering per week	
<b>Clause 17.3</b>	
Overtime Meal	\$13.83
Additional Overtime Meal	\$12.47
<b>Clause 17.4</b>	
On-Call – Monday to Friday	\$22.92
Saturday	\$34.53
Sunday, public holiday, or any day when the employee is not rostered to work	\$40.28
<b>Clause 17.5</b>	
Travelling	\$0.91
<b>Clause 17.6</b>	
Qualification Allowance	\$1.15



## **Schedule D—Salary packaging Terms and Conditions**

### **Purpose**

The purpose is to provide a fringe benefit through salary packaging to employees of the employer which is a Public Benevolent Institution (PBI) and as such is exempt from Fringe Benefit Tax (FBT). Under current legislation this exemption is limited to a grossed up amount of \$30,000.00 per employee per annum per FBT year (1 April to 31 March). This amount is referred to as the FBT Ceiling and may be altered by legislation from time to time.

### **Definitions**

FBT is tax payable by employers on the value of certain fringe benefits provided to employees by the employer. A benefit received by an employee is an exempt benefit if the employee is employed by such a Public Benevolent Institution and the benefit is provided in respect of that employment. A benefit includes any right, privilege, service or facility.

### **Responsibilities**

The employer may offer to provide and the employee may agree in writing, to accept a salary package either with the employer or a Salary Packaging Services provider engaged by the employer. There is no obligation on any employee to accept an offer once received nor is there any obligation on the employer to offer to provide salary packaging in future years. The offer of salary packaging is on the basis that the employee accepts that changes to the FBT Ceiling and/or PBI status will result in changes to the package without a consequential change to the gross package (annual rate) thus leading to either a reduction in the level of benefits or cash payment.

### **Procedure**

1. The maximum allowed to be taken in benefits will be up to the FBT Ceiling.
2. The total benefits will be assessed and identified in each employee's salary packaging Agreement which will be entered into with the employer or the Salary Packaging Services provider. The details of salary packaging for each employee is to be set out in the salary packaging Agreement.
3. At the introduction of salary packaging arrangements, the final salary package payable by the employer, including details of the level and type of salary packaging to be paid, must be approved and documented by the employer or the Salary Packaging Services provider. The employer or the Salary Packaging Services provider should also ensure that the salary packaging arrangement complies with the Taxation ruling on fringe benefits and complies with auditing requirements.
4. The salary packaging items that may be paid directly by the employer to a Salary Packaging Services provider (to the benefit of the employees) must be selected from "items available for salary packaging". This list will be supplied by the Salary Packaging Services provider to employees when offered salary packaging. These items may be varied from time to time and an update list will be made available when required by the Salary Packaging Services provider.

5. If the employer has engaged a Salary Packaging Services provider the agreed salary packaging benefits will be paid directly by the employer to the Salary Packaging Services provider, and not via the employee.
6. The employer is the responsible party for the payment of any FBT liability unless there is a separate agreement in place for the employee to pay FBT liability. Therefore, if a salary packaging arrangement is set up which falls outside of the Fringe Benefits Tax Assessment Act and associated taxation ruling, in the absence of an agreement with the employee, the employer will be liable for the payment of FBT and any penalties. However if the ATO deems a salary packaging arrangement to be tax evasion by the employee, the employee will be liable for the payment of extra tax and penalties.
7. Adequate notice of due payment (ten working days) must be provided to ensure orderly payment. No liability will be accepted for any late payment.
8. The employer does not provide any tax advice in relation to salary packaging nor does it accept any responsibility or provide advice for issues which may arise between the employee and the ATO in relation to the a salary packaging arrangement.
9. If a Salary Packaging Services provider is engaged by the employer, the employer does not accept any responsibility nor does it provide any advice for issues which may arise between the employee and the Salary Packaging Services provider.
10. This Agreement may be cancelled by either party with one month's notice in writing.

## **Schedule E—Paid Pandemic Leave**

**E.1** Subject to clause E.2.4, Schedule E operates from the approval of the Agreement until 29 March 2021 unless the corresponding schedule in the Nurses Award 2010 extends the operation date.

### **E.2 Paid pandemic leave**

**E.2.1** Subject to clauses E.2.2 to E.2.9, an employee is entitled to take up to 2 weeks' paid pandemic leave on each occasion the employee is prevented from working (including working from home):

- (a) because the employee is required by government or medical authorities to self isolate or quarantine;
- (b) because the employee is required by their employer to self isolate or quarantine;
- (c) because the employee is required on the advice of a medical practitioner to self isolate or quarantine because they are displaying symptoms of COVID-19 or are suspected to have come into contact with a person suspected of having contracted COVID-19;
- (d) because the employee is in isolation or quarantine while waiting for the results of a COVID-19 test; or
- (e) because of measures taken by government or medical authorities in response to the COVID-19 pandemic.

**E.2.2** Except where clause E.2.1(b) applies, the employee must give their employer notice of the taking of leave under clause E.2.1 and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).

**E.2.3** Where an employee is required on the advice of a medical practitioner to self isolate pursuant to clause E.2.1(c), an employee who has given their employer notice of taking leave under clause E.2.1 must, if required by the employer, produce a medical certificate.

**E.2.4** Except where E.2.1(b) or E.2.3 apply, an employee who has given their employer notice of taking leave under clause E.2.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause E.2.1.

**E.2.5** A period of leave under clause E.2.1 must start before 29 October 2020, but may end after that date.

**E.2.6** An employee cannot take paid pandemic leave under clause E.2.1 if the employee could instead take paid personal/carer's leave.

NOTE: Personal/carer's leave is provided for in the NES. Section 97 of the Act sets out the circumstances in which an employee may take personal/carer's leave. An employee who is prevented from working for one of the reasons set out in E.2.1 may not be entitled to take personal/carer's leave if they are not unfit for work because of a personal illness or injury.

- E.2.7 An employee cannot take paid pandemic leave under clause E.2.1 if the employee becomes entitled to workers compensation benefits as a result of contracting COVID19.
- E.2.8 An employee will not be entitled to paid pandemic leave unless the employee
- (a) has undertaken a COVID-19 test in connection with the applicable circumstance in clause E.2.1; or
  - (b) undertakes a COVID-19 test at the earliest opportunity.
- E.2.9 A casual employee is not entitled to leave under clause E.2.1 unless engaged on a regular and systematic basis over a period of at least 6 months prior to any application.
- E.2.10 Leave taken under clause E.2.1 does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.
- E.2.11 For a full-time employee, leave taken under clause E.2.1 shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period of the leave.
- E.2.12 For a part-time employee, pay for leave taken under clause E.2.1 will be the greater of:
- (a) their agreed ordinary hours of work under clause 10.3; or
  - (b) the average of their weekly ordinary hours of work for the previous 6 weeks;
- E.2.13 For a casual employee, pay for leave taken under clause E.2.1 shall be calculated on the average weekly pay received by the employee in the previous 6 weeks.

Signed for and on behalf of  
Bethany Christian Care  
ABN 28 041 667 312

ROHAN REID

Name

Signature



CHIEF EXECUTIVE OFFICER

Position

333 UNDERWOOD RD

EIGHT MILE PLAINS QLD

Address



Witness Signature

MICHAEL HARDING

Witness Name

3/12/20

Date

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2020/3855 – Bethany Christian Care - Nurses Enterprise Agreement 2020

### Applicant:

**Armest Pty Ltd**

Section 185 – Application for approval of a single enterprise agreement

### Undertakings- Section 190

I, Michael Harding, People Manager of Bethany Christian Care give the following undertakings with respect to the Bethany Christian Care - Nurses Enterprise Agreement 2020 ("the Agreement"):

I have the authority given to me by Bethany Christian Care to provide these undertakings in relation to the application before the Fair Work Commission.

- That in Agreement clause 35.5(c) the current wording “of satisfaction to the Employer” will have no effect and be replaced by the wording “that would satisfy a reasonable person ....”.
- That in Agreement clause 33.5 the current wording “and the employees” will have no effect and be replaced by the wording “and an employee”.
- That a casual EN at level 1.1, 1.2 or 1.5 who works overtime on a public holiday will be paid in line with the applicable Nurses Award 2010 rate for such overtime.
- That an Assistant Nurse/Lifestyle Assistant possessing a Certificate III but less than 12 months experience will be employed at Assistant Nurse/ Lifestyle Assistant Level 1 paypoint 3.
- That Agreement clause 42 will have no effect.



(Signature)

Michael Harding

2 February 2021

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#### HEAD OFFICE

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