

# Adventist Aged Care - Nurses Enterprise Agreement 2023

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## Part 1—Application and Operation

### 1. Title

This agreement is known as the *Adventist Aged Care Nurses Enterprise Agreement 2023*.

### 2. Commencement

- 2.1 This Agreement commences 7 days after approval by Fair Work . It is noted that wage rates will operate per clause 14 - Rates of Pay. The Agreement will expire on 30 June 2026.

### 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 *Adventist Aged Care Nurses Enterprise Agreement 2023*

**Award** means the *Nurses Award 2020*

**FWC** means the Fair Work Commission

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

**Employer** means Seventh-day Adventist Aged Care (South Queensland) Limited ABN 44104 195 922

**Immediate family** means

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

**Night Supervisor** means a Registered Nurse, appointed as a Night Supervisor, who is required to supervise an Aged Care Residential Facility during a period of night duty and as a consequence, is paid the appropriate allowance.

**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 ) and Australian Nurses 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 and ANMF.

## **5. Access to the Agreement and the National Employment Standards**

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

## **6. This Agreement and the National Employment Standards**

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

## **7. Agreement Flexibility**

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

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

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

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

**7.3** The employer must ensure that the individual flexibility arrangement:

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

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

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

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

## **Part 2—Consultation, Workload Management and Dispute Resolution**

### **8. Consultation and Workload Management**

#### **8.1 Consultation regarding major workplace change**

- (a) Employer to notify
  - (i) 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.
  - (ii) *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.
- (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause (a) 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.
- (ii) 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 (a).
- (iii) 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.

## **8.2 Workplace Consultation**

- (a) The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Employer's operation and to enhance the career opportunities and job security of employees.
- (b) The parties commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of the workplace. Measures raised by the Employer or employees or the Union for consideration consistent with the objectives of clause 8.2(a) shall be processed through that consultative mechanism and procedures.

## **8.3 Workload Management**

### **(a) Minimum Care**

The parties are committed to delivering an aged care service that aligns with the recommendations of the Royal Commission into Aged Care Quality and Safety and that maintains safe systems of work for the benefit of all staff and residents.

The Employer will make all reasonable efforts to meet the Government-mandated minimum staff time requirements from October 2023. Wherever possible, existing employees will be offered any additional hours that may become available because of the minimum time requirements on a permanent basis to promote meaningful job security.

- (b) The parties to this Agreement acknowledge that management and employees have a responsibility to maintain a balanced workload and recognise the adverse effects that unjust, unreasonable and excessive workloads have.
- (c) 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.
- (d) 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 workload issues raised by employees are investigated, understood and resolved.

- (e) If a work group or individual on a floor or unit identifies a workloads issues relating to staff shortage, increased resident demands or for any other reason, a representative of the work group shall notify the Coordinator/Supervisor of that work unit before the completion of the shift, outlining the nature of the problem, the possible reasons for it and a suggested solution on an approved form.
- (f) Where a work group or individual has identified a workloads issue, then they should identify any tasks they are safely able to not complete during the course of that shift and advise the Coordinator/Supervisor of these tasks.
- (g) The Coordinator/Supervisor or delegate shall notify the work unit representative or delegate within 24 hours of the following:
  - (i) whether there is agreement that the problem/s exist/s, and
  - (ii) the steps that will be taken to rectify the situation.
- (h) In the event of a dispute or grievance over workloads, such dispute or grievance may be resolved utilising the process set out in clause 9 of this Agreement. Discussions in regard to resolution will, include the following:
  - (i) clinical assessment of resident's needs
  - (ii) the demands of the environment, such as facility layout
  - (iii) statutory obligations including Workplace Health and Safety legislation
  - (iv) reasonable workloads
  - (v) financial and other operational issues
  - (vi) the requirements of nurse regulatory legislation.

#### **8.4 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.

## **9. Dispute resolution**

**9.1** If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

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

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

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

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

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

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



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

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

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

#### **10.1 Employment categories**

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

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

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

#### **10.2 Full-time employment**

A full-time employee is one who is engaged to work 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 that 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) **Review of part-time contracts after 6 months service**

- (i) Following 6 months continuous employment of a part-time employee, the employee may request in writing a review of and a subsequent increase in, the guaranteed minimum hours recorded in the employment contract.
- (ii) Upon receiving that request, the employer will review the hours worked by the employee over the preceding 6 month period. Where the hours actually worked consistently exceed the employment contract's guaranteed minimum hours and those additional hours are likely to be sustained for the foreseeable future, an amendment to the contract will be issued.
- (iii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such request.
- (iv) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

#### **10.4 Casual employment**

- (a) A casual employee means an employee who is engaged as such on an hourly basis in accordance with s.15 of the Act, with a minimum payment as for 2 hours' work in respect of each engagement.
- (b) The hourly rate of payment to casual employees shall be 1/76th of the fortnightly wage for the classification in which they are engaged plus an additional 25% per hour and the pro rata payment of any allowance applicable as per this Agreement based upon the number of hours worked in relation to a 38 hour week.
- (c) Casual employees will be paid afternoon and night shift allowances calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Penalties paid for Saturdays, Sundays, public holidays and overtime will be compounded by the casual loading.
- (d) **Conversion of casual employees to permanent employees.**

A casual employee who has been employed for 12 months or more and worked regularly for the last 6 months of that period will be offered conversion to permanent employment by the Employer in accordance with sections 66B to 66M of the Act. Casual employees may also request conversion to permanent employment. Offers and requests for conversion of casual employees to permanent employment will be made in accordance with the Act.

#### **10.5 Incidental and Peripheral Tasks**

- (a) An Employer may require an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement:
- (b) Provided that such duties are not designed to promote deskilling.
- (c) An Employer may require an employee to carry out such duties and use such resources and equipment as may be required:
- (d) Provided that the employee has been trained in the use of such resources and equipment.

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

## **11. Termination of employment**

### **11.1 Statement of employment**

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

### **11.2 Termination by the Employer**

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

| Period of Continuous Service                 | Period of Notice |
|--|------------------|
| Not more than 6 months                       | 1 week           |
| More than 6 months but not more than 3 years | 2 weeks          |
| More than 3 years but not more than 5 years  | 3 weeks          |
| More than 5 years                            | 4 weeks          |

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer are entitled to an additional week's notice.
- (c) Payment in lieu of notice will be made if the appropriate notice is not given:  
 Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct.
- (f) A casual employee will be entitled to one hour's notice.
- (g) Annual leave is not deemed to form part of the notice period for the purpose of this provision.

**11.3 Notice of termination by an employee**

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

**11.4 Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.

**12. Redundancy**

**12.1 Entitlement to redundancy pay**

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

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

**12.2 Amount of redundancy pay**

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

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

**12.3 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the Employer’s option, make

payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

#### **12.4 Employee leaving during notice period**

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

#### **12.5 Job search entitlement**

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

## **Part 4—Minimum Wages and Related Matters**

### **13. Classifications**

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

### **14. Rates of pay**

**14.1** 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 2023, wages will increase by 5%;
- (b) From the first full pay period on or after 1 July 2024, wages will increase by a further 5%;
- (c) From the first full pay period on or after 1 July 2025, wages will increase by a further 5%;

The rates of pay for each classification are set out in Schedule B – Rates of Pay. Those rates take into account the Commonwealth-funded uplift to Award pay rates from the first full pay period after 30 June 2023, as determined in the FWC Aged Care Work Value Case Stage 2 decision.

## **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 1200 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) Enrolled Nurse**

**(i)** The employer recognises and values the skills and experience of the Enrolled Nurses it employs. If any new staffing model or skills mix arrangement is introduced, the employer is committed to maintaining the employment security of the Enrolled Nurses who are employed at the date of approval of this agreement. In other words, the employer will not seek to impose redundancies, significant role changes or reductions in hours for these Enrolled Nurses.

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

**(b)** An Enrolled Nurses 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)** For the purpose of determining the rate of wages payable, an employee will be given credit for all previous continuous nursing service.

**(b)** Previous service includes time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate.

**(c)** In calculating continuous nursing service for the purpose of sub-clause (b), any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing award or relevant nursing enterprise agreement will not be taken into account.

**(d)** On termination of employment each employee must be given a certificate signed and dated setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in pay point and in the instance of part-time and casual employees, the total hours worked.

**(e)** Any employee unable to provide proof of previous experience within 4 weeks of engagement will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so

appointed. Wages will continue at this rate of pay until proof of previous experience is provided to the Employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the Employer and only then will the higher rate become payable from the date supplied. The Employer will advise the employee of this requirement at the time of engagement.

- (f) Subject to proof of previous experience being provided within 4 weeks, the Employer must adjust previous payments back to the date of commencement.
- (g) The employee may seek co-operation from the Union to assist the employee to obtain or establish such proof of previous experience still outstanding.

## **17. Allowances**

### **17.1 Adjustment of allowances**

The allowance at clause 17.6 will increase in accordance with increases to base rates of pay in the second and third years of the Agreement. Other allowances will be maintained at Award equivalent rates throughout the life of the Agreement. Allowances under clause 17 do not apply to employees classified at Registered nurse levels 4 or 5.

### **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 \$ 1.23 per shift or part thereof on duty or \$ 6.24 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 \$0.32 per shift or part thereof on duty or \$1.49 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 \$ 15.20 in addition to any overtime payment as follows:
  - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of 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 \$ 13.70 will be paid.
- (b) Clause 17.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.

#### **17.4 On call allowance**

- (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: \$ 25.48.
  - (ii) between rostered shifts or ordinary hours on a Saturday: \$ 38.38.
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work: \$ 44.78.
- (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 \$0.96 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 Night supervisor**

A Registered Nurse who is required to undertake the duties of Night Supervisor will be paid an additional amount per night whilst so engaged of \$ 7.92 per night.

### **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 electronic funds transfer into the bank or financial institution account nominated by the employee within 3 business days of the end of the fortnightly roster.
- 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 11% (or a greater amount if prescribed by relevant legislation) of an employee's ordinary time earnings to a complying fund.
- (b) If an employee is participating in a salary sacrifice arrangement the Employer contribution will be calculated on the employee's gross earnings which the employee would receive if not taking part in a salary sacrificing arrangement.
- (c) The Employer will make additional contributions on behalf of long-serving employees as follows:
  - (i) following 10 years service, an additional 1% to the statutory requirement;
  - (ii) following 15 years service, an additional 2% to the statutory requirement;
  - (iii) following 20 years service, an additional 3% to the statutory requirement.

### **19.3 Voluntary employee contributions (including salary sacrifice arrangements)**

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

### **19.4 Superannuation fund**

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

super account for the Employee, being its default super fund ACAST ( Australasian Conference Association Superannuation Trust) Superannuation Fund – managed by the Australian Retirement Trust.

#### **19.5 Salary Packaging – Permanent Employees**

The parties agree to the packaging of salaries where agreed in writing between the employee and employer, as detailed in Schedule C.

### **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 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 clause 20.4(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.
- 22.3** If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.

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

- 23.1** Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 20.1, 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 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 is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 25.2** Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

## **26. Breaks**

### **26.1 Meal breaks**

- (a) An employee who is rostered to work in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, by agreement of the employees affected, employees who work shifts of six hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required to remain available on the premises during a meal break, but is free from duty, the employee will be paid at ordinary rates for the duration of the meal break. This period will not count as time worked when calculating ordinary hours for the purpose of overtime or penalties. 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 15 minute rest pause in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, two 15-minute rest pauses may be taken as a 30-minute rest pause.
- (c) Rest pauses will count as time worked.

## **27. Overtime**

### **27.1 Overtime penalty rates**

- (a) (i) Employer authorised hours worked by full-time and part-time employees 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:
  - (A) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (B) Sunday—double time;
  - (C) Public holidays—double time and a half.
- (ii) **Overtime rates—casual employees**

- (A) Hours worked by casual employees in excess of the ordinary hours on any day or shift prescribed in clause 20 — Ordinary hours of work are to be paid as follows:
  - (1) Monday to Saturday (inclusive)— 150% of the casual hourly rate for the first 2 hours and 200% after 2 hours;
  - (2) Sunday— 200% of the casual hourly rate; and
  - (3) Public holidays— 250% of the casual hourly rate.
- (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 27.6(f)—This clause is not applicable to Registered Nurses levels 4 and 5.
- (d) **ShiftworkPart-time employees**

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

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

- (a) By agreement between the Employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) Such TOIL must be taken within 3 months of the overtime being worked. If not taken within 3 months, it must be paid at overtime rates.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 27.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) At the termination of employment of an employee any outstanding amounts of time off in lieu will be paid at the rate applicable to the overtime worked.

## **27.3 Rest period after overtime**

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

double time (or 200% of the casual hourly rate in the case of a casual employee) 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.
- (f) This clause is not applicable to Registered Nurses levels 4 and 5.

### **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 32—Public holidays applies.
- (f) The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

## 29. Higher duties

- 29.1 An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.
- 29.2 Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

## Part 6—Leave and Public Holidays

### 30. Annual leave

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

#### 30.2 Notice of annual leave

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

- (b) All annual leave shall be taken at a mutually convenient time. to suit the administration of the aged care facility, but in exercising its discretion the administration shall give reasonable consideration to the preference of the employee. Agreement to a request for annual leave will not be unreasonably refused by the employer.

### **30.3 Payment of wages when employee is proceeding to annual leave**

- (a) Where the employee is proceeding to annual leave of more than one weeks duration after completing work on a Saturday, Sunday or statutory holiday, the employee's entitlements shall be made up to, and include, annual leave entitlements and payment for all work completed on the last week day of duty.
- (b) Employees proceeding to annual leave on a week day (statutory holidays excluded) shall have their entitlements made up to, and include, payment for all work completed on the day of departure.
- (c) Payment for any work withheld will be available to the employee no later than the conclusion of the first day of work after returning from leave. Where the employee's pay is made customarily by electronic transfer, any adjustment that is necessary will be made at the next regular pay transfer.
- (d) The employee and employer may agree to alternative methods of payment, eg. in accordance with pay cycles.

### **30.4 Less than 12 months continuous shift work completed**

- (a) The employee who is not a continuous shift worker but has worked as a continuous shift worker for a portion of the 12 months prior to taking annual leave or who having worked as a continuous shift worker resigns before the completion of 12 months' service, shall be entitled to additional annual leave on a pro rata basis on the terms set out below, in respect of the period of work performed as a continuous shift worker:
- (b) Provided that the following minimum number of each of the three (3) types of shift have been worked:
- (c) up to and including three (3) months' service – no entitlement;
- (d) from three (3) months and up to but not including six (6) months' service – five (5) of each shift to be worked;
- (e) from six (6) months and up to but not including nine (9) months' service – 10 of each shift worked;
- (f) from nine (9) months and up to but not including 12 months' service – 15 of each shift to be worked.

### **30.5 Calculation of annual holiday pay**

- (a) Annual holiday pay for full-time and part-time employees shall be calculated as follows:
- (b) The employee's ordinary wage rate, as prescribed in clause 14 and Schedule B of this Agreement, for the period of the annual leave (excluding shift premiums and



weekend penalty rates); plus uniform allowance and Night Supervisors allowance (if applicable.)

- (c) Together with a further 17.5% additional payment shall relate to:
  - (i) six (6) weeks in the case of employees entitled to six (6) weeks' annual leave, as set out in clause 30.1(a); or
  - (ii) four (4) weeks in the case of employees entitled to five (5) weeks' annual leave as set out in clause 30.1(b).
- (d) A part-time employee's weekly hours, for the calculation of annual leave payment, shall be in the same proportion as the average number of hours worked per week, during the employee's year of employment, equates to 38 hours per week.

### **30.6 Excess Accrual of annual leave**

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

### **30.7 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 and applicable annual leave loading.

### **30.8 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 employer agrees to such cashing out to a maximum of 2 weeks;

- (d) such cashing out only occurs once in any 12 month period and only in conjunction with the taking of leave;
- (e) such cashing out is payable in the same manner as if the employee had actually taken leave.

## **31. Long service leave**

**31.1** 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.

**31.2** However accruals will be one week's leave for each year of continuous service, with access available after seven years' continuous service.

### **31.3 Cashing Out**

- (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.

## **32. Public holidays**

### **32.1 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) Anzac Day;
- (h) Labour Day;
- (i) the Sovereign's birthday holiday;
- (j) Show Day;
- (k) Christmas Eve between 6pm and Midnight;
- (l) 25 December (Christmas Day);
- (m) 26 December (Boxing Day);

- (n) any other day, declared or prescribed by or under Queensland law to be observed generally within the state, or a region of the state, as a public holiday other than a day, that is excluded by the regulations from counting as a public holiday.

### **32.2 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.

### **32.3 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.

### **32.4 Payment for work done on public holidays**

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

### **32.5 Public holiday substitution**

The Employer and the employees may, by agreement, substitute another day for a public holiday.

### **32.6 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.

### **32.7 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. Parental Leave**

- (a) Parental Leave is provided for in the NES.

(b) **Paid Maternity and Adoption Leave – Permanent Employees**

In addition to the provisions of the NES, payment will be available to eligible employees for Maternity and Adoption Leave (for placement of a child up to 5 years of age).

Following the date of birth or placement of a child, the employee will receive payment equivalent to 12 weeks base pay as set out in this Agreement, for the classification and level the employee was receiving at the time of proceeding to such leave.

The amount available to a part-time employee would be calculated on a pro-rata basis on the average hours worked per fortnight by the employee over the 6 months period immediately prior to the taking of such leave.

A written application confirming proof of the date of birth or placement of the child and requesting the payment must be received by the employer prior to payment being available, within fourteen days after the event.

## **34. Paid personal/carer's leave**

### **34.1 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.

### **34.2 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.

### **34.3 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.

### **34.4 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.

### **34.5 Conversion of Annual/Long Service Leave When Sick**

If an employee is on annual or long service leave and becomes ill for a period of at least 5 days, the employee may by written request convert the annual or long service leave to personal leave, provided

- (a) that the employee provides a medical certificate attesting to the period of illness and
- (b) the employee has sufficient accruals of paid personal leave to cover that period of illness.

## **35. Unpaid personal/carer's leave**

### **35.1 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.

### **35.2 Taking unpaid carer's leave**

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

## **36. Compassionate leave**

### **36.1 Entitlement to compassionate leave**

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

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

The same entitlement applies when:

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

### **36.2 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 36.1; or
  - (ii) after the death of the member of the employee's immediate family or household, or the stillbirth of a child, referred to in Clause 36.1; or
  - (iii) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in Clause 36.1.
- (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.

### **36.3 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.

## **37. Notice and evidence requirements**

### **37.1 Notice**

- (a) An employee must give the Employer notice of the taking of leave under Clauses 34 – 36 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.

### **37.2 Evidence**

- (a) An employee who has given his or her employer notice of the taking of leave under Clauses 34-36 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 34.2 (however a medical certificate from a duly qualified practitioner or statutory declaration will only be required where the absence through illness is greater than 2 days); or
- (c) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 35.2; or
- (d) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 36.2.

### **37.3 Compliance**

An employee is not entitled to take leave under clauses 34-36 unless the employee complies with this section.

## **38. 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.

## **39. Ceremonial leave**

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

## **40. Paid Family and Domestic Violence Leave**

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

## **41. Infectious Disease Leave**

**41.1** An employee (other than a casual employee) is entitled to access up to 5 days of paid leave per annum if there is an outbreak of an infectious disease at their workplace and the employee becomes infected having been rostered to provide direct care to an infected resident. For the purposes of this clause, an outbreak occurs where three or more residents test positive for or exhibit the symptoms of the nominated infectious disease.

**41.2** Infectious disease leave will apply to the following diseases and must be contracted within 72 hours of their shift:

- Covid-19 ;

- norovirus .
- 41.3** Infectious disease leave is by application and will be subject to a medical certificate / appropriately dated positive test result being provided by the employee.
- 41.4** All applications will be assessed against the staffing roster to ensure that the employee has met the above conditions.
- 41.5** This leave is paid at base rates and is additional to other forms of paid leave.

## **Part 7—Training and General**

### **42. In-Service Training**

- 42.1** Attendance at compulsory training and meetings during rostered hours will be paid at ordinary hourly rates.
- 42.2** 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.
- 42.3** An Employer granting an employee leave to attend such workshop/seminars is required to pay no more than the appropriate ordinary rate of wages that employee would have received otherwise for each day of attendance at the workshop/seminar. Where the duration of the workshop/seminar exceeds 4 hours, the Employer's responsibility for payment of wages may be halved. An Employer would not be responsible for any other expenses incurred by the employee whilst attending such workshop/seminar.
- 42.4** 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 up to three (3) days paid leave per annum 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. Requests for flexible working arrangements**

#### **43.1 Employee may request change in working arrangements**

Clause 42 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 42 is an addition to s.65.

### **43.2 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)).

### **43.3 What the written response must include if the employer refuses the request**

Clause 41.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 42.2.

- (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 42.2, 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.

### **43.4 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 42.2 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.

## **44. No extra claims**

- 44.1** 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.

- 44.2** Notwithstanding the above, no employee will fall below the Award during the life of this Agreement.
- 44.3** There will be no further wage increases sought or granted except as provided under the terms of this Agreement.

**45. Re-negotiation**

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

## **Schedule A.1—Classification Definitions – Enrolled Nurses**

### **1.1 Enrolled Nurse Level 1**

- 1.1.1 An employee appointed to this level will perform work and will obtain proficiency and qualifications necessary to perform work at this level.
- 1.1.2 An employee at this level is required to:
- (a) hold current Enrolled Nurse certification with The Nursing and Midwifery Board of Australia and whose certificate has been endorsed for medication and/or who holds an Enrolled Nurse Diploma, and who has completed one year experience in the age care industry;
  - (b) work under minimal supervision;
  - (c) exercise discretion and decision making/responsibility within their level of skill and training;
  - (d) provide on-the-job and In Service training;
  - (e) demonstrate the effective application of standards required in the age care sector.
- 1.1.3 Indicative tasks/skills of this level may include but not limited to:
- (a) administer medications in accordance with authorised certification;
  - (b) input into formulation implementation and evaluation of the care plan;
  - (c) interpret signs and symptoms and report changes;
  - (d) input into orientation of staff;
  - (e) deliver nursing care under supervision;
  - (f) coordination of team resources.

## **2.1 Enrolled Nurse Level 2 – Advanced Practice**

An employee appointed to this level will perform work above and beyond the skills of an Enrolled Nurse Level 1 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:

2.1.1 An employee at this level is required to:

- (a) hold a current practicing certificate with the Australian Nursing and Midwifery Council;
- (b) work under minimal supervision 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) provide training;
- (f) demonstrate the effective application of standards in the aged care sector;
- (g) contribute information for the assessment of clients' needs.

2.1.2 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;
- (f) input into orientation and training of staff;
- (g) perform competency assessments if appropriately qualified.

## **Schedule A.2 – Classification Definitions – Registered Nurses**

### **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 the following:
- 1.1.2 An employee at this level is required to:
- (a) hold a current practicing certificate with The Nursing and Midwifery Board of Australia;
  - (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;
  - (f) demonstrate the effective application of standards in the age care sector;
  - (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 the following:
- 2.1.2 An employee at this level is required to:
- (a) hold a current Registered Nurse registration with The Nursing and Midwifery Board of Australia and has attained a relevant specialty qualification;
  - (b) work under supervision and would supervise others;
  - (c) exercise discretion and decision making/responsibility within their level of skill and training;
  - (d) demonstrate the effective application of standards required in the age care sector.
- 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 following:
- 3.1.2 An employee at this level is required to:
- (a) hold current Registered Nurse registration with The Nursing and Midwifery Board of Australia and has a relevant tertiary qualification;
  - (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.
- 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 following:

4.1.2 An employee at this level is required to:

- (a) hold current Registered Nurse registration with The Nursing and Midwifery Board of Australia;
- (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.

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 the following:

5.1.2 An employee at this level is required to:

- (a) hold current Registered Nurse registration with The Nursing and Midwifery Board of Australia;
- (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

| 1                       | 2                               | 3   | 4           | 5  | 6  | 7  |
|-------------------------|---------------------------------|---|-------------|--|--|--|
| Level                   | Wage Rates<br>as at<br>1-Jul-22 | From first full pay period after 30 June 2023 |             | From first full pay period after 1 July 2023 | From first full pay period after 1 July 2024 | From first full pay period after 1 July 2025 |
|                         |                                 | \$ WVC Uplift *                               |             | + 5%   | + 5%   | + 5%   |
|                         |                                 | <i>Increase</i>                               | Hourly Rate | Hourly Rate                                  | Hourly Rate                                  | Hourly Rate                                  |
| <b>Enrolled Nurse</b>   |                                 |   |             |  |  |  |
| <b>Level 1</b>          |                                 |   |             |  |  |  |
| Paypoint 1              | \$30.18                         | \$3.94  | \$34.12     | \$35.83                                      | \$37.62                                      | \$39.50                                      |
| Paypoint 2              | \$30.60                         | \$3.98  | \$34.58     | \$36.31                                      | \$38.12                                      | \$40.03                                      |
| <b>Level 2</b>          |                                 |   |             |  |  |  |
| Paypoint 1              | \$32.14                         | \$3.98  | \$36.12     | \$37.93                                      | \$39.82                                      | \$41.81                                      |
| <b>Registered Nurse</b> |                                 |   |             |  |  |  |
| <b>Level 1</b>          |                                 |   |             |  |  |  |
| Paypoint 1              | \$30.91                         | \$4.13  | \$35.04     | \$36.79                                      | \$38.63                                      | \$40.56                                      |
| Paypoint 2              | \$32.79                         | \$4.34  | \$37.13     | \$38.99                                      | \$40.94                                      | \$42.98                                      |
| Paypoint 3              | \$34.88                         | \$4.61  | \$39.49     | \$41.46                                      | \$43.54                                      | \$45.71                                      |
| Paypoint 4              | \$36.86                         | \$4.86  | \$41.72     | \$43.81                                      | \$46.00                                      | \$48.30                                      |
| <b>Level 2</b>          |                                 |   |             |  |  |  |
| Paypoint 1              | \$38.65                         | \$5.07  | \$43.72     | \$45.91                                      | \$48.20                                      | \$50.61                                      |
| Paypoint 2              | \$40.11                         | \$5.25  | \$45.36     | \$47.63                                      | \$50.01                                      | \$52.51                                      |
| <b>Level 3</b>          |                                 |   |             |  |  |  |
| Paypoint 1              | \$42.28                         | \$5.51  | \$47.79     | \$50.18                                      | \$52.69                                      | \$55.32                                      |
| Paypoint 2              | \$43.91                         | \$5.70  | \$49.61     | \$52.09                                      | \$54.70                                      | \$57.43                                      |
| <b>Level 4</b>          |                                 |   |             |  |  |  |
| Grade 1                 | \$48.24                         | \$6.18  | \$54.42     | \$57.14                                      | \$60.00                                      | \$63.00                                      |
| Grade 2                 | \$51.40                         | \$6.62  | \$58.02     | \$60.92                                      | \$63.97                                      | \$67.17                                      |
| Grade 3                 | \$54.57                         | \$7.01  | \$61.58     | \$64.66                                      | \$67.89                                      | \$71.29                                      |
| <b>Level 5</b>          |                                 |   |             |  |  |  |
| Grade 1                 | \$48.24                         | \$6.24  | \$54.48     | \$57.20                                      | \$60.06                                      | \$63.07                                      |
| Grade 2                 | \$50.95                         | \$6.56  | \$57.51     | \$60.39                                      | \$63.40                                      | \$66.58                                      |
| Grade 3                 | \$54.58                         | \$7.01  | \$61.59     | \$64.67                                      | \$67.90                                      | \$71.30                                      |
| Grade 4                 | \$58.18                         | \$7.44  | \$65.62     | \$68.90                                      | \$72.35                                      | \$75.96                                      |

\* **WVC Uplift** = Work Value Case uplift (\$ amount)

## Schedule C—Allowances

| 1  | 2   | 3   |
|--|---|---|
| <b>Allowances</b>  | <b>From First Full Pay<br/>Period after<br/>1-Jul-24<br/>5%</b> | <b>From First Full Pay<br/>Period after<br/>1-Jul-25<br/>5%</b> |
| <b>Clause 17.2(b)</b>  |   |   |
| Uniform per shift  | equal to Award rate   | equal to Award rate   |
| Uniform per week   | equal to Award rate   | equal to Award rate   |
| Laundering per shift   | equal to Award rate   | equal to Award rate   |
| Laundering per week  | equal to Award rate   | equal to Award rate   |
| <b>Clause 17.3</b>   |   |   |
| Overtime Meal  | equal to Award rate   | equal to Award rate   |
| Additional Overtime Meal   | equal to Award rate   | equal to Award rate   |
| <b>Clause 17.4</b>   |   |   |
| On-Call – Monday to Friday   | equal to Award rate   | equal to Award rate   |
| Saturday   | equal to Award rate   | equal to Award rate   |
| Sunday, public holiday, or any day<br>when the employee is not rostered to<br>work | equal to Award rate   | equal to Award rate   |
| <b>Clause 17.5</b>   |   |   |
| Travelling   | equal to Award rate   | equal to Award rate   |
| <b>Clause 17.6</b>   |   |   |
| Night Supervisor Allowance per night   | \$8.32  | \$8.73  |

## **Schedule D—Salary Packaging**

### **SALARY PACKAGING AGREEMENT**

#### **TERMS AND CONDITIONS**

##### **Purpose**

To provide a fringe benefit through salary packaging to employees of Seventh-day Adventist Aged Care (South Queensland) Ltd, ABN 44104195922, which is a Public Benevolent Institution (PBI) and as such is exempt from Fringe Benefit Tax (FBT). Under current legislation this exemption is to be limited to \$30,000.00 (gross) per annum from the 1 April 2001. The cap on the exemption will be indexed from time to time. The exemption from FBT was a concession to assist exempt organisations to release extra funds so that they can maintain and improve the services they provide to those in greatest need in the community.

##### **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 a Public Benevolent Institution such as Seventh-day Adventist Aged Care (South Queensland) Ltd., and the benefit is provided in respect of that employment. A benefit includes any right, privilege, service or facility.

##### **Responsibilities**

Employing bodies may offer to provide and the employee may agree in writing, to accept a salary package. There is no obligation on any employee to accept an offer once received nor is there any obligation on the employing body 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 exemption and 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**

The maximum allowed to be taken in benefits will be up to the limit of the applicable salary per year; allowed by the Australian Taxation Office before Fringe Benefit Tax is payable (i.e. a figure of \$30,000 gross). These total benefits will be assessed and identified in each employee's salary packaging Agreement. The detail of salary packaging for each employee is to be set out in the Salary Packaging Agreement.

At the introduction of salary packaging arrangements, the final salary package payable by the employing body, including details of the level and type of salary packaging to be paid, must be approved and documented by the employing body. Employing bodies should also ensure that the salary packaging arrangement complies with the Taxation ruling on fringe benefits and complies with auditing requirements.

The salary packaging items that may be paid directly by the employing body to a third party (to the benefit of the employees) must be selected from "items available for salary packaging". This list will be supplied 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.

The agreed Salary Packaging benefits should be paid directly by the employing body to a third party, and not via the employee. Services or items are to be recorded and paid for separately to the employee's personal accounts.

The employing body is the responsible party for the payment of any 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, the employing body will be liable for the payment of FBT and any penalties. In addition, if a Salary Packaging arrangement is deemed to be tax evasion by the ATO, the employee may be liable for the payment of extra tax and penalties.

Adequate notice of due payment (ten working days) must be provided to ensure orderly payment. No liability will be accepted for any late payment.

This Agreement may be cancelled by either party with one month's notice in writing.

Signed for and on behalf of  
Seventh-day Adventist Aged Care (South Queensland) Limited  
ABN 44104 195 922

14/12/2023

Date

Eric Anderson

Name



400 Boundary Street  
Spring Hill Qld 4000

Address

Director / Chief Executive Officer

Position



Witness Signature

Oliver Cresswell

Witness Name

Signed for and on behalf of  
Nurses employed by  
Seventh-day Adventist Aged Care (South Queensland) Limited  
as bargaining representative

14/12/23  
Date

Debbie Christensen   
Name

Victoria Point Queensland.  
Address

Registered Nurse/Clinical Nurse Consultant  
Position

  
Witness Signature

Cassandra Taylor  
Witness Name

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

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Date

---

Name

---

Address

---

Position

---

Witness Signature

---

Witness Name

