

Hill View Care Nursing Staff Enterprise Agreement 2023

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Part 1—Application and Operation

1. Title

This agreement is known as Hill View Care Nursing Staff Enterprise Agreement 2023.

2. Commencement

- 2.1 This Agreement commences 7 days after approval by the Fair Work Commission. 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 *Hill View Care Nursing Staff 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 East Coast Care No. 7 Pty Ltd – ABN 53 608 355 817 trading as HillView Care

Immediate family means

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

NES means the National Employment Standards

NMBA means The Nurses and Midwifery Board of Australia

Permissible occasion has the meaning in the Act

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

4. Coverage

- 4.1 **This Agreement covers:**

- (a) The Employer and its employees in the classifications listed in Schedules A ;

- (b) QNMU;
- (c) 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 on a notice board which is conveniently located at the workplace and through electronic means.

6. This Agreement and the NES

The NES and this Agreement contain the minimum conditions of employment for Employees. 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.

Where the employee's understanding of written English is limited, the employer must take measures including translation into an appropriate language, to ensure the employee understands the arrangement.

- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing – at any time.

Part 2—Consultation, Workload Management and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce 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, the union and any other employee representatives.
- (b) *Significant effects* include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work (except for alterations which are subject to clause 8.3); the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected, the union and any other employee representatives, the introduction of the changes referred to in clause 8.1 the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt

consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned, the union and any other employee representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.3 Consultation about changes to rosters or hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employees affected and their union and any other employee representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) Provide to the employee or employees affected, their union and any other employee 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, their union and any other employee representatives.
- (c) The requirement to consult under this clause does not apply where a casual employee has irregular, sporadic or unpredictable hours.
- (d) The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8.4 Workload Management

(a) Workload Management

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

(b) Workload and Change

The employer must ensure that as changes or new processes are adopted, every reasonable endeavour is made to achieve a balanced workload for all employees.

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

(c) Workload Issues

If a work group or individual identifies a workloads issue relating to staff shortage, increased resident demands or for any other reason, the individual or a representative of the work group shall notify management within an appropriate timeframe, outlining the nature of the problem, the possible reasons for it and a suggested solution.

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

Following documented investigation, the Supervisor or delegate shall notify the work unit representative within 48 hours of the following:

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

If the work unit does not receive a response from the Unit Coordinator/Supervisor within 48 hours or other agreed reasonable period or the response does not satisfy the concerns of the work unit employees, then a dispute may be lodged by the staff member/s or their representative.

Discussions in regard to resolution of workloads issues will include the following:

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

Any dispute or grievance over workloads shall be resolved by utilising the process set out in clause 9 of this Agreement.

8.5 Minimum Care

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

When meeting minimum staff time requirements, wherever possible existing permanent employees will be offered any additional hours that may become available on a permanent basis, so as to promote meaningful job security.

9. Dispute resolution

9.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

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

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

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

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

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

- (a)** The status quo existing immediately before the act or omission in dispute must remain.
- (b)** 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
- (c)** an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i)** the work is not safe; or
 - (ii)** applicable occupational health and safety legislation would not permit the work to be performed; or

- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

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

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

The employer must ensure no person commences work before a written contract of employment is made with the person, which includes.

- (a) whether the employment is full-time, part-time, or casual
- (b) the classification and duties;
- (c) the maximum ordinary hours of employment;
- (d) in the case of a part-time employee:
 - (i) the minimum number of hours per fortnight for which the employer must pay the employee, and;
 - (ii) the rostering arrangements which will apply to those hours;
- (e) the base rate of pay;
- (f) the street address at which the employment is based
- (g) the date of appointment or transfer or promotion.

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 contracted as such or engaged to work 76 hours per fortnight.

10.3 Part-time employment

- (a) A part time employee is an employee who is engaged to work less than 76 ordinary hours per fortnight and whose hours of work are reasonably predictable.
- (b) Part-time employees will be paid at an hourly rate prescribed by the Agreement with a minimum payment for 3 hours on any day when work is performed and will be entitled to payment of shift penalties and allowances where appropriate.
- (c) A part-time employee will be entitled to annual leave, personal/ carers leave, long service leave and compassionate leave. A part-time employee will be entitled to be paid for public holidays in accordance with clause 32.4(b). Where a public holiday occurs during a period of the employee's annual leave, there will be added to the employee's annual leave an extra day for each such day so occurring, provided further that the employee would have otherwise worked on that day of the week when the public holiday occurred.
- (d) Before commencing part time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.
- (e) Except for the circumstances in clause 20.4, the ordinary daily working hours will be worked continuously, excluding meal breaks, and shall not be less than 3 hours or more than 8 hours (or 10 by prior mutual agreement) on any day:
- (f) A part-time employee who works more than 8 hours (or 10 hours by mutual agreement) on any one day or more than 76 hours in any fortnight shall be paid overtime in accordance with clause 22.
- (g) Subject to the provisions contained in clause 10.3 all other provisions of the Agreement relevant to full-time employees shall apply to part-time employees.
- (h) 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 minimum hours recorded in the employment contract.

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

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

On-going applications may then be made at 6 monthly intervals.

- (i) A contract review is to be conducted for all part-timers within 3 months of FWC approval of this Agreement, with any subsequent amendments to be discussed with individuals and contracts subsequently amended to reflect hours which more closely align with actual hours worked over the previous 6 months . On-going reviews will be conducted annually in conjunction with individual performance appraisals.

- (j) Prior to the part time contract review exercise described in 10.3(j) above, permanent nurses who have regularly worked more than 60 hours per fortnight over the previous 6 months will be offered conversion to full time.

(k) Maximising part time hours

The Employer's preference is to maximise the hours of existing part time employees wherever possible and practicable, by:

- (i) Giving preference to offering any additional shifts to existing part time employees in the temporary absence of other employees;
- (ii) Maximising the permanent hours of existing part time staff;
- (iii) Providing as much notice as possible to existing part time employees of the availability of additional shifts.

10.4 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis in accordance with s.15A of the Act.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) Casual employees will be paid afternoon and night shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Penalties paid for Saturdays, Sundays, public holidays and overtime will be compounded by the casual loading.
- (e) 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 and use such resources and equipment as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.
- (b) 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 must not dismiss an employee unless the employee has been given the following notice:

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

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

11.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that:

- (a) there is no requirement on the employee to give additional notice based on the age of the employee concerned;
- (b) the maximum notice required to be given by an AIN is two weeks;
- (c) in the case of a casual employee, such notice is one hour.

If an employee who is at least 18 years of age fails to give the required notice the employer may – with the written authorisation of the employee - deduct from the wages due to the employee under this Agreement (except monies owed in respect of an entitlement under the NES), an amount not exceeding the amount the employee would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee, but in no case may the deduction be greater than one week’s wages. Any such deduction must not be unreasonable in the circumstances.

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, other than a casual 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; 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

An employee may only be transferred to lower paid duties with their agreement. 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. 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 each classification of employee are set out in Schedule B.

14.2 Based on Agreement rates of pay as at 1 January 2023, increases are payable as follows:

- (a) From 26 June 2023, by:
 - (i) 6 % for AIN's
 - (ii) 2% for EN's
 - (iii) 3% for RN's.

- (b) from the first full pay period after 1 July 2024, by 2% for all classifications;
- (c) from the first full pay period after 1 July 2025, by 4% for all classifications.

14.3 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 gaining 1786 hours of experience (full time) or 1500 hours and at least 12 months experience (part time and casual).

15.2 The following will apply to specific classifications:

(a) Assistant in Nursing (AIN)

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

(b) Enrolled Nurse

- (i) An Enrolled Nurse will be appointed to Level 1.
- (ii) An Enrolled Nurse will only move to Level 2 by appointment.

16. Total experience to count

16.1 At the time of engagement, for the purpose of determining the rate of wages payable, an employee will be given credit for all previous nursing experience.

16.2 Previous experience includes time spent as a nursing employee in obtaining additional nursing certificates other than the undergraduate degree or diploma.

16.3 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 and the total hours worked.

16.4 At recruitment a new employee will be required to provide proof of previous experience. If unable to provide such proof at recruitment, the new employee will be advised of the requirement to provide proof of previous experience within 6 weeks of engagement. The new employee 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. 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 6 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.

16.5 Subject to proof of previous experience being provided within 6 weeks, the Employer must adjust previous payments back to the date of commencement.

17. Allowances

17.1 Adjustment of allowances

The allowances outlined at 17.2, 17.3, 17.4 and 17.5 will increase in line with their Award equivalents.

17.2 Uniforms and uniform allowance

Where employees are required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the employer's expense, and shall be the property of such employer.

Where uniforms or clothing are not supplied or laundered by the employer , the following allowances shall be paid:

- (a) Employees who supply their own uniforms or distinctive clothing shall receive an allowance at the rate of \$356.00 per annum, which shall be paid on a pro rata basis each pay day;
- (b) Employees required to launder their own uniforms or clothing shall be paid \$1.82 per week on a pro-rata basis each pay day. This allowance is not payable during annual leave.

17.3 Overtime Meal allowances (other than Level 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:
- (b) 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.
- (c) provided that where such overtime work exceeds four (4) hours a further meal will be provided or an allowance of \$13.70 will be paid.

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

- (a) An on call allowance is paid to an employee who is required by the Employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
 - (i) between rostered shifts or ordinary hours Monday to Friday inclusive: \$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: \$44.77.
- (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).
- (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 RN Supervisor Allowance

A Registered Nurse who is appointed in writing by the employer to undertake the duties of Weekend and/or Night Supervisor shall be paid an additional amount \$ 9.00 per shift whilst so engaged.

17.7 Infection Protection and Control Lead Allowance

A Registered or Enrolled Nurse who is appointed in writing by the employer to undertake the duties of Infection Prevention and Control Lead shall be paid an additional amount of \$ 9.00 per shift whilst so engaged.

18. Payment of wages

- 18.1** Wages shall be paid by the employer by electronic funds transfer every fortnight into a financial institution account of the employee's choice.
- 18.2** 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.

19. Superannuation

- 19.1** In addition to the rates of pay prescribed by clause 14 of this Agreement all employees shall be entitled to superannuation provisions as prescribed in this clause.

19.2 Definitions

- (a)** "Act" and "Regulations" means the Superannuation Guarantee Act 1992 and Regulations pertaining thereto, and as amended from time to time.
- (b)** "Contribution" means a contribution made by either an employer or an employee to a superannuation fund prescribed in this clause. Contributions will be made to the Superannuation Fund in the manner and at the times specified by the terms of the Fund or in accordance with any agreement between the employer and the Trustees of the Fund. Such contributions will be made at least on a monthly basis.
- (c)** "Employer" means East Coast Care No. 7 Pty Ltd – ABN 53 608 355 817

- (d) “Government co-contribution” means a scaled matching superannuation contribution by the Commonwealth government effective for eligible employees who make after tax employee contributions to superannuation.
- (e) “Ordinary time earnings” is defined by Super Guarantee Ruling SGR 2009/02.
- (f) The Superannuation Fund

To comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 19 to a complying superannuation fund that is chosen by the employee. If the Employee does not choose their super fund, and/or the Employee does not have a stapled super fund, the Employer will pay super into a super account for the Employee, being its default super fund HESTA.

19.3 Fund Membership

- (a) On engagement, and for existing employees, the employer shall make the employee aware of the employee’s entitlements under clause 19.2(f). The employer shall also provide the employee with full details of HESTA.
- (b) Where the employee is not a member of HESTA , but is eligible to join HESTA the employer shall remind the employee, in writing, of his/her eligibility to join HESTA within a period of a further six months from the date of becoming eligible for superannuation.

19.4 Employer contributions

- (a) The employer will contribute in accordance with the Superannuation Guarantee Act 1992 .
- (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) Payments will be made on at least a monthly basis and cover pay periods completed in that time.
- (d) Employer contributions during period of absence from work shall be as follows:
 - (i) For periods of paid leave - Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner. Contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, public holidays, jury service, personal leave, long service leave and compassionate leave.
 - (ii) For periods of unpaid leave - Contributions shall not be required to be made in respect of any absence from work without pay.

19.5 Employee contributions

- (a) An employee may make contributions additional to those made by the employer under subclause 19.4. To do so the employee must authorise the Employer in writing

to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

- (b) If the employer receives such written authorisation, either initial or subsequent, from the employee, it must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- (c) An employee may make contributions to superannuation on a pre or post taxation basis or via salary sacrificing.

19.6 Salary Sacrifice Arrangements for superannuation

- (a) An employee may enter into a written agreement with the employer to salary sacrifice for superannuation. Such salary sacrifice contributions are in addition to the employer contribution as specified in clause 19.4.
- (b) The employer will inform eligible employees that it may be more beneficial for them to make post-tax contributions to superannuation rather than salary sacrifice such contributions given that they may be entitled to the Commonwealth government's superannuation co-contribution. The employee should seek independent financial advice prior to entering into any arrangement.

19.7 Cessation Of Contributions

The obligations of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

- 20.1** The maximum ordinary hours of work for a full-time employee are 76 hours per fortnight.
- 20.2** The shift length or ordinary 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 written agreement of the Employer and the employees concerned.
- 20.3** Excepting the circumstances in clause 20.4, the hours of work on any day will be continuous except for meal breaks.
- 20.4** An employee who has worked a rostered shift on one day may elect to return to work later on in that day to work a shift that has become available due to illness or an emergency. Where total hours worked on that day exceed 8 hours overtime provisions will apply.
- 20.5** Span of hours
 - (a) The ordinary hours of work for a day worker will be between 6.00am and 6.00pm Monday to Friday.
 - (b) A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of a day worker as defined at clause 20.5(a).

21. Rest day

- 21.1** Employees must be allowed 4 rest days (rostered days off) during each 14 days. Except where requested by or otherwise agreed by an employee each rostered day off will consist of a continuous period of 24 hours.
- 21.2** All 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 consecutive 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 and 2 consecutive days free from rostered work if requested in writing by the employee.

22. Rest breaks between rostered work

- (a) 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 where agreed upon by the employee and the Employer.
- (b) 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.
- (c) If, on the authorisation of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

23. Rostering

- 23.1** Employees will work in accordance with a fortnightly roster fixed by the Employer.
- 23.2** 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 7 days before the commencement of the roster period.
- 23.3** Unless the Employer otherwise agrees, an employee desiring a roster change will give seven (7) days' notice except where the employee is ill or in an emergency.
- 23.4** Seven (7) 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.
- 23.5** The Employer must take all reasonable steps to replace staff who are on leave, including

the following:

- (a) offer additional ordinary hours to permanent part time employees; or
- (b) offer additional ordinary hours to casual employees; or
- (c) offer overtime to employees.

Where the above steps have not been successful, the employer may authorise the engagement of a nursing agency to supply one of its employees.

23.6 The employer will ensure that the rostered hours for registered nurses includes a 15 minute handover at end/beginning of each shift worked.

24. Saturday and Sunday work

24.1 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 base rate of pay for the hours worked during this period. Casual employees will be paid the 50% loading for Saturday work in accordance with clause 10.4(d).

24.2 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 base rate of pay for the hours worked during this period. Casual employees will be paid the 75% loading for Sunday work in accordance with clause 10.4(d).

25. Breaks

25.1 Meal breaks

(a) An employee who works, or 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. Meal breaks are to be taken between the fourth and sixth hours after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of six hours or less may forfeit the meal break.

(b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

(c) Where an employee is required to remain on the premises during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

25.2 Rest pauses

(a) All employees who work at least 4 continuous hours on any day shall be entitled to a rest pause of 10 minutes' duration in the employer's time in the first and where at least 7.6 continuous hours are worked, a further 10 minutes' in the second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

- (b) In cases where hours of work are 7.6 or more per day, for those employees, the employer may substitute in lieu of the foregoing subclause 25.2(a), after having regard to the employees' health and welfare as well as taking into account peak workload periods, one rest pause of 20 minutes in the first part of the working day.

26. Overtime

26.1 Overtime penalty rates

- (a) Hours worked in excess of the rostered ordinary hours on any day or shift prescribed in clause 20—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time;
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 26.1(a) do not apply to Registered Nurse level 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift penalties prescribed in clause 27 or weekend penalties prescribed in clause 24.
- (d) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 26.1(a).

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

- (a) Subject to mutual agreement in writing between the Employer and the Employee, an Employee may be compensated for working overtime in lieu of payment for such work by being allowed time off work for each hour of overtime plus a period of time equivalent to the overtime penalty incurred. e.g. Should overtime in excess of 2 hours be consecutively worked on any one work period, such overtime in excess of 2 hours shall be taken at or paid at the rate of double time.
- (b) An Employee shall be required to take accumulated time off in lieu within 3 months of the overtime being worked. The Employee shall be paid for the overtime worked at the appropriate overtime rate in the following instances:
 - (i) where the Employer is unable to release the Employee;
 - (ii) when requested at any time by the employee;
 - (iii) at the time of termination of employment by either party under any circumstances.

26.3 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.

26.4 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.

26.5 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 hours 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.

26.6 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 hours 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.

27. Shiftwork

27.1 Shift penalties

- (a) Where an employee works an *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 *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 24—Saturday and Sunday work and clause 32—Public holidays applies.
- (f) The provisions of this clause will not apply to Registered Nurse level 4 and 5.

28. Higher duties

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. Requests for flexible working arrangements

29.1 Employee may request change in working arrangements

Clause 29 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 29 is an addition to s.65.

29.2 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)).

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

Clause 29.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 29.2.

- (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 29.2, 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.

29.4 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 29.2 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.

29.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 29, can be dealt with under clause 9—Dispute resolution.

Part 6—Leave and Public Holidays

30. Annual leave

30.1 Entitlement

- (a)** Every full-time and part-time employee shall for each calendar year be entitled to annual leave on full pay as follows:
 - (i)** 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.
 - (ii)** Not less than 5 weeks in any other case.

30.2 Taking of annual leave

- (a)** All employees are strongly recommended to give as much notice to the employer as possible of the time when annual leave is requested to commence.
- (b)** Annual leave may be taken for a period agreed between the Employer and an Employee.
- (c)** Agreement to a request for annual leave will not be unreasonably withheld by the employer.

30.3 Payment for annual leave

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

30.4 Annual leave loading

- (a)** In addition to their ordinary pay, an employee, other than a shiftworker as defined at clause 30.1(a)(i), will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum (equal to 14% loading on each of their 5 weeks of leave).
- (b)** Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i)** an annual leave loading of 17.5% of ordinary pay; or
 - (ii)** the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

30.5 Excess accrual of annual leave

- (a)** An employee has an excessive leave accrual if the employee has accrued more than 2 years accruals of paid annual leave.

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If an employer has genuinely tried to reach agreement with an employee under clause 30.5(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 6 weeks when any other paid annual leave arrangements are taken into account;
- (e) The direction must not require the employee to take any period of paid annual leave of less than one week; must not require the employee to take a period of paid annual leave beginning in less than 8 weeks, or more than 12 months, after the direction is given; and must not be inconsistent with any leave arrangement agreed by the employer and employee.

30.6 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 30.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 30.5(c) that, when any other paid annual leave arrangements (whether made under clause 30.5 or 30.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 30.5 or 30.6 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 30.1(a)(i)) in any period of 12 months.

- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

30.7 Payment of annual leave on termination

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

30.8 Cash out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 30.8.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 30.8.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 30.8 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 30.8 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 30.8 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 30.8.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 30.8.

31. Long service leave

- 31.1** All employees covered by this Agreement will be entitled to long service leave on full pay in accordance with the provisions of the Industrial Relations Act 2016 (Queensland), except that pro rata long service leave on full pay is accessible after seven (7) years continuous service.

- 31.2** Paid long service leave must not be cashed out except in accordance with an agreement under this clause.
- 31.3** Each cashing out of a particular amount of paid long service leave must be the subject of a separate agreement under this clause.
- 31.4** An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid long service leave by the employee.
- 31.5** An agreement under this clause must state:
- (a) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (b) the date on which the payment is to be made.
- 31.6** The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 31.7** An agreement must not result in the employee's remaining accrued entitlement to paid long service leave being less than 4 weeks.
- 31.8** The maximum amount of accrued paid long service leave that may be cashed out in any period of 12 months is 2 weeks.
- 31.9** The employer must keep a copy of any agreement under this clause 31 as an employee record.

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) 25 April (Anzac Day);
- (h) Labour Day
- (i) The Sovereign's birthday holiday;
- (j) Gold Coast Show Day
- (k) 24 December (Christmas Eve) from 6pm to midnight
- (l) 25 December (Christmas Day);

- (m) 26 December (Boxing Day);
- (n) any other day or part-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.

Periods of annual leave are exclusive of public holidays on which the employee would otherwise have worked.

32.2 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.

32.3 Payment for work done on public holidays

- (a) Except for 25 December, all work done by an employee during their ordinary hours on a public holiday, including a substituted day, will be paid at double-time. Payment of double time for casual employees is in accordance with clause 10.4(d).
- (b) Work done on 25 December will be paid at double time and a half.

32.4 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) Part-time employees will be paid at their base rate of pay for any ordinary hours they would otherwise have been rostered, but not required, to work on that day of the week on which the public holiday falls.

33. Parental Leave

- (a) Parental Leave is provided for in the NES.
- (b) In addition to the NES, a permanent employee with at least 12 months continuous service will be entitled to a maternity/adoption/surrogacy payment equivalent to 2 weeks payment of wages at base rates at the time of proceeding to parental leave. A further period of 2 weeks payment at base rates will be available to the employee at a mutually agreed time following 3 months continuous service after the employee's return to work.
- (c) The amount paid to a part time employee would be calculated on the average hours worked per fortnight by the employee over the 6 months prior to proceeding to the parental leave period.

(d) In the case of an employee who in the opinion of a medical practitioner has reduced the number of hours worked due to the effect of their pregnancy, the average hours will be calculated over the six month period immediately prior to the reduction in hours worked.

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 Monitoring of Personal/Carer's Leave usage

- (a)** An Employer may as a result of substantial concern over the consistent use of paid personal leave and which is based on the nature of its occurrence, duration or overall pattern over a 6 months period, formally notify that employee in writing that such usage will be scrutinised from a certain date for a fixed period of 6 months.

- (b) The employee shall first be afforded an opportunity to express relevant causes considered to contribute to the personal leave patterns.
- (c) Where misuse of such leave over a 6 months period is so identified, an Employer may require, for all absences of any duration, for that employee to provide evidence of illness to the Employer and may initiate formal disciplinary counselling.
- (d) In requiring an employee to provide evidence of illness, the Employer shall first exercise equity and good conscience in reaching that decision:
- (e) Provided also that an employee who is aggrieved by the Employer's decision may seek the advice and assistance of the Union.

35. Unpaid 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.
- (d) Provided that where an employee can establish the need for interstate or overseas travel on those occasions, a third day of paid compassionate leave will be available.

The same entitlement applies when:

- (e) 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
- (f) 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 (or 3) 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

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 (for example a medical certificate from a duly qualified practitioner) but:

- (a) if it is paid personal/carer's leave and the leave is taken for a reason specified in Clause 34.2, evidence will only be required where the absence is 2 days or more; but where abuse of personal/carer's leave is reasonably suspected in accordance with clause 34.5, evidence may be required for all absences regardless of length); or
- (b) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 35.2; or
- (c) 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 clause.

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

40. Paid Family and Domestic Violence Leave

- 40.1** Up to 10 days per annum paid Family and Domestic Violence Leave is available in accordance with the NES.

Part 7—Training and General

41. Study/Training Leave

- 41.1** Should an employee wish to attend a training course pertaining to aged care and relevant to their work, the employee may apply to have course costs covered by the employer. Where

attendance is approved by the employer and takes place during normal work time, such time will be paid by the employer to a maximum equivalent of 2 days.

41.2 Additional unpaid training leave may be granted by the Employer.

41.3 Permanent nursing employees with at least one year's service who can evidence their current enrolment in "upgrading" nursing courses of study under the Australian Qualifications Framework may apply for up to three days per annum paid study leave. At least two fortnights' notice must be provided of any requested absence. The employer will not unreasonably refuse the application.

42. Industrial Training Leave

42.1 An employee is entitled to attend training conducted by the Union that is relevant to industrial relations and all other matters pertaining to the workplace.

42.2 The training will be provided at no cost to the Employer, with release for such training to be subject to operational convenience, but not be unreasonably withheld.

42.3 Payment to the employee for attendance at the training will be paid by the Employer at base rates.

42.4 Employees will be eligible for no more than 3 days per year paid training which will not be cumulative from one year to the next. No more than one employee from each classification at a time will be absent from the workplace on such leave.

42.5 If the training coincides with the employee's rostered day off there will be no additional cost to the Employer.

43. In service meetings and training

43.1 Compulsory in-service training includes but is not limited to:

- (a)** Manual handling and safety training and competency assessment
- (b)** Fire evacuations and emergency procedures
- (c)** Orientation education and assessment
- (d)** Infection Control Education and Hand Washing Competency

Compulsory training (whether face-to-face or on-line) or meetings will be conducted during ordinary hours. If the on-site meeting or training cannot be held within the ordinary hours and an employee is required to attend the compulsory meeting or training at times beyond ordinary hours (ie 10 hours per day or 76 hours per fortnight) the employee will be paid overtime.

43.2 Employees are required to complete 12 e-learning modules per annum, each of which takes an average of 25 minutes to complete. As compensation for this work, each employee will be paid 25 minutes at their base rates every second fortnightly pay period.

44. No employee to be below Award rates:

No employee will fall below the modern Award pay rates during the life 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—Classification Definitions: AIN's, EN's and RN's

ASSISTANT-IN-NURSING

LEVEL 1 – Assistant in Nursing L1

An employee at this level has no experience or qualification in any functions/activities associated with employment in the aged care sector and undertakes training in basic workplace practices and procedures (e.g. workplace health and safety, work and document procedures and quality control/assurance). An employee at this level has not completed Certificate III.

An employee at this level performs routine duties to their level of their training in the aged care sector which are simple repetitive tasks within the range of delegated or assigned. The employee would exercise minimal judgement and be working under the direction and supervision of a registered nurse and/or co-ordination of an Enrolled Nurse.

LEVEL 2 - Assistant in Nursing L2

Employees at this level will possess a Certificate III in Individual Support or equivalent.

Level of Entry:

- employees in this level will perform above and beyond that of Level 1
- employees provide delivery of fully prescribed personal and delegated nursing care services, as well as support services;
- employees are expected to identify unusual/unexpected situations and report to the enrolled or registered nurse;
- holds a Certificate III;
- there is some accountability for outcomes
- where nursing care is to be provided, it is under the delegation, direction and supervision by the accountable registered nurse;
- may be limited responsibility for assisting new staff in non-nursing duties; and
- may hold relevant sector experience or health care qualification other than a Certificate III.
- Assistance with residents' self administration of medication under the supervision of enrolled and registered nurses, subject to legal restrictions on the provision of such services as delegated by the Registered Nurse.

Characteristics of the level:

Perform work under supervision of a registered nurse and/or co-ordination of an enrolled nurse

Limited discretion is available for the selection for the most appropriate means for completing duties or tasks

Guidance is available

Duties and Skills

There may be a range of duties including the performance of non-repetitive tasks that are, however, controlled by established guidelines, policies and procedures and are delegated by the enrolled or registered nurse.

Employees undertake a range of functions requiring the application of acquired knowledge and skills which may include, but not necessarily restricted to:

- performing a range of services to meet physical and emotional needs of residents;
- assisting in the provision of therapy programs
- contributing to the organisation of duties across the working day to meet regular workload requirements;
- understanding of principles of infection control and workplace, health and safety;
- participating in and recommending quality improvements;
- recording data as required;
- gaining an understanding of documentation requirements.
- Contributes relevant information when the resident care plan is reviewed and evaluated
- Demonstrates the ability to work positively within a team environment

LEVEL 3 - Assistant in Nursing L3

Employees appointed at this level must possess at least a Certificate III in Individual Support or its equivalent.

Level of Entry:

- employees in this level will perform above and beyond that of a level 2
- employees provide delivery of fully prescribed personal or delegated nursing care services, as well as support services;
- employees are expected to identify unusual/unexpected situations and report to an enrolled or registered nurse;
- holds at least a Certificate III or equivalent;
- there is some accountability for outcomes
- there is supervision by a registered nurse and works under delegation;
- may be limited responsibility for assisting new staff in non-nursing duties; and
- may hold relevance sector experience or health care qualification other than a Certificate III.

Characteristics of the level:

Perform work under supervision of a registered nurse or co-ordination of an enrolled nurse

Limited discretion is available for the selection for the most appropriate means for completing duties or tasks

Guidance is available

Limited responsibility in assisting new staff

Duties and Skills

There may be a range of duties including the performance of non-repetitive tasks that are, however, controlled by established guidelines, policies and procedures.

Employees undertake a range of functions requiring the application of acquired knowledge and skills which may include, but not necessarily restricted to:

- performing a range of services to meet physical and emotional needs of residents;
- assisting in the provision of therapy programs
- contributing to the organisation of duties across the working day to meet regular workload requirements;
- understanding of principles of infection control and workplace, health and safety;
- participating in and recommending quality improvements;
- recording data as required;
- gaining an understanding of documentation requirements.
- Contributes relevant information when the resident care plan is reviewed and evaluated
- Demonstrates the ability to work positively within a team environment
- Demonstrates ability to provide accurate documentation for ACFI
- Possess current first aid certificate
- Contributes to the formulation and review of resident care plans by the registered nurse
- Demonstrates a commitment to continuing quality improvement

ENROLLED NURSE

Enrolled Nurse - Level 1

An employee at this level is required to perform work in accordance with NMBA standards, codes and guidelines in addition to the following:

- Appears on the AHPRA Register of Practitioners as an Enrolled Nurse.
- Provide nursing care under the direction and supervision of a Registered Nurse.
- Exercise discretion and decision making/responsibility within their own scope of practice and the scope of practice of the enrolled nurse.
- Provide on-the-job and In Service training (in non-nursing activities).
- Demonstrate the effective application of standards required by the nursing profession and in the age care sector.
- Hold a valid First Aid Certificate and commitment to keep in date.

Indicative tasks/skills of this level may include but not limited to:

- Contributes to the development of care plans in conjunction with the registered nurse.
- Accurately collects and reports data regarding the health and functional status of residents to the registered nurse.
- Implements planned nursing care as outlined in care plans.
- Participates with the registered nurse in evaluation of progress of residents toward expected outcomes and reformulation of care plans.
- Assist the registered nurse where appropriate with the orientation of staff and students (who are placed clinically within the facility) within scope of practice.
- Deliver nursing care under the direction and supervision of a registered nurse
- Coordination of team resources, including AINs.
- Computer literacy
- Participate in recommending quality activities by improving work practices to exceed customer expectation

Enrolled Nurse - Level 2

An employee appointed to this level shall perform work above and beyond the skills required for an Enrolled Nurse Level 1 and shall perform work in accordance with NMBA standards, codes and guidelines.

An employee at this level is required to:

- Appears on the AHPRA Register of Practitioners as an Enrolled Nurse.
- Provide nursing care under the direction and supervision of a Registered Nurse.
- Exercise discretion and decision making/responsibility within their own scope of practice and the scope of practice of the enrolled nurse.
- Provide on-the-job and In Service training (in non-nursing activities)..

- Demonstrate the effective application of standards required by the nursing profession and in the age care sector.
- Hold a valid First Aid Certificate and commitment to keep in date
- Computer literacy.

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

- Participate in recommended quality activities by improving work practices to exceed customer expectation
- Attends monthly meetings & contributes to clinical audits
- Addresses sensitive and more complex staff & client issues, where assessed as competent and delegated by the accountable registered nurse
- Freely shares & disseminates information so as to contribute to culture of organisational teamwork
- Meets responsibilities & deadlines as agreed with the registered nurse
- Own nursing practice reflects firm commitment to evidence based practice and professional nursing standards
- Advanced computer skills
- Ability to collect & analyse simple data
- Actively participates as part of an interdisciplinary team and contributes to program and cross departmental goals
- Takes responsibility as delegated for various aspects of WH&S and risk management
- Participates in the development of the clinical plan for continuous improvement
- Assists with the implementation of recommendations from various reviews
- Sound knowledge of active contribution toward ACSAA accreditation standards
- Sound knowledge of ACFI classification system
- Participates in committees and working parties as required by executive management
- Participates in the identification and planning for information management needs
- Participates in the design & implementation of quality improvement activities
- Regularly assists higher level staff with projects or new initiatives
- Current CPR certification

REGISTERED NURSE

Registered Nurse - Level 1.1 – 1.5

An employee appointed to this level shall perform work in accordance with NMBA standards, codes and guidelines in addition to the following:

Characteristics of Level:

- Appears on the AHPRA Register of Practitioners as a registered nurse.
- Work under minimal Supervision and will supervise other care staff.
- Exercise discretion and decision making/responsibility within their scope of practice.
- Provide and maintain documentation as required
- Provide training in the delivery of nursing care.
- Demonstrate the effective application of standards required by the nursing profession and in the aged care sector.
- Undertake the assessment of clients' needs.
- Plans nursing care and documents a plan of care to achieve expected outcomes
- Effectively manages the nursing care of individuals
- Delegates aspects of care to others according to their competence and scope of practice
- Provides effective and timely direction and supervision to ensure that delegated care is provided safely and accurately

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

- follows legal requirements and professional nursing standards for medication management at all times
- performs nursing interventions in accordance with recognized standards of clinical practice
- performs nursing interventions following comprehensive and accurate assessment
- identifies appropriate action to be taken in specified circumstances
- follows up incidents of unsafe practice to prevent recurrence
- participates in reviews and provides feedback on the relevance of organisational policies and professional guidelines
- advocates for residents when rights are overlooked and/or compromised
- provides appropriate information within the nurse's scope of practice
- questions and/or clarifies interventions that appear inappropriate with relevant members of the health care team and refers them to the Clinical Nurses when competencies require reassessment
- identifies when resources are insufficient to meet care needs

- communicates skill mix requirements to the Clinical Management Team to enable care needs are meet adequately
- may be required to assist with orientation and supervision of staff

Registered Nurse Level 2

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

An employee at this level is required to:

- Appears on the AHPRA Register of Practitioners as a registered nurse and has attained, or is working towards, a relevant post-graduate qualification or has incorporated the relevant advanced care into own scope of practice;
- practice in accordance with legislation, regulation and professional standards and guidelines relevant to nursing practice and health care
- practice within a professional and ethical nursing framework
- Practices within an evidence-based framework
- Participates in ongoing professional development of self and others
- Conducts comprehensive and systematic nursing assessments
- Plan nursing care in consultation with individuals/groups & the health care team and documents a plan of care to achieve expected outcomes
- Provide comprehensive, safe & effective evidence-based nursing care
- Evaluates progress towards expected health outcomes in consultation with residents & their representatives plus interdisciplinary health care teams
- maintains current knowledge of and incorporates relevant professional standards into practice

Registered Nurse Level 3

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

An employee at this level is required to:

- Appears on the AHPRA Register of Practitioners as a registered nurse and has a relevant tertiary qualification;
- supervise a range of staff;
- work under minimal supervision;

- exercise discretion and decision making/responsibilities within their scope of practice;
- Demonstrate the effective application of standards in the Age Care Sector.

Indicative tasks/skills of this level, in addition to Registered Nurse Levels 1 and 2, may include but not limited to:

- co-ordinates service delivery;
- Participation & part co-ordination in critical evaluation of research, processes and outcomes;
- responsible for resource management;
- contribution toward professional development of staff;
- recommends changes to policies, procedures and guidelines
- clinical consultant to staff;
- provides effective and timely direction and supervision to ensure that delegated care is provided safely and accurately (includes evaluation of nursing care provided by others)
- collaborates with the Clinical Management Team to inform policy and guideline development

Registered Nurse Level 4

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

An employee at this level is required to:

- Appears on the AHPRA Register of Practitioners as a registered nurse;
- work under minimal supervision and would supervise other employees;
- exercise discretion and decision making/responsibility within their scope of practice;
- demonstrate the effective application of standards of nursing practice and in the Age Care Industry.

Indicate tasks/skills of this level, in addition to Registered Nurse Level 3, may include but not limited to:

- an expert in a specific clinical practice; (either holding a recognized qualification or is willing to work towards same, or have significant experience in the particular field)
- research quality indicators and improvements in work practice.
- educate other members of the health care team in the specialised field

Registered Nurse Level 5

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

An employee at this level is required to:

- Appears on the AHPRA Register of Practitioners as a registered nurse;
- responsible to the committee of management, board or senior management;
- exercise discretion and decision making/responsibility within their scope of practice and shall exercise managerial responsibilities;
- responsible for the formation/establishment of programs, operational procedures and policies;
- management of staff and the operation;

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

- accountable for the strategic and operational directions delegated by management of the facility;
- represent and promote the facility to governments and to the local community.

Schedule B—Wages – AIN’s, EN’s and RN’s

Increases (\$)						Hourly Pay Rates			
1	2	3	4	5	6	7	8	9	10
Classification	Permanent Hourly Rate As At 1.1.23	EA Increase From 26 June 2023	WVC \$ uplift hourly 30 June 2023	EA Increase FFPP after 1 July 2024	EA Increase FFPP after 1 July 2025	26-Jun-23	FFPP after 30 June 2023	FFPP after 1 July 2024	FFPP after 1 July 2025
		Column 2 plus	Set \$ amounts	Column 2 + Column 3	Column 2 + Column 3 + Column 5	Column 2 + Column 3	Column 2 + Column 3 + Column 4	Column 2 + Column 3 + Column 4 + Column 5	Column 2 + Column 3 + Column 4 + Column 5 + Column 6
Assistant In Nursing		6%		2%	4%				
1.1	\$24.21	\$1.45	\$3.48	\$0.51	\$1.05	\$25.66	\$29.14	\$29.66	\$30.70
1.2	\$24.62	\$1.48	\$3.54	\$0.52	\$1.06	\$26.10	\$29.64	\$30.16	\$31.22
2.1	\$25.79	\$1.55	\$3.71	\$0.55	\$1.12	\$27.34	\$31.05	\$31.59	\$32.71
2.2	\$25.91	\$1.55	\$3.71	\$0.55	\$1.12	\$27.46	\$31.17	\$31.72	\$32.84
2.3	\$25.99	\$1.56	\$3.71	\$0.55	\$1.12	\$27.55	\$31.26	\$31.81	\$32.93
3	\$26.15	\$1.57	\$3.71	\$0.55	\$1.13	\$27.72	\$31.43	\$31.98	\$33.11
Enrolled Nurse		2%		2%	4%				
1.1	\$28.69	\$0.57	\$3.89	\$0.59	\$1.19	\$29.26	\$33.15	\$33.74	\$34.93
1.2	\$29.99	\$0.60	\$3.94	\$0.61	\$1.25	\$30.59	\$34.53	\$35.14	\$36.39
1.3	\$31.38	\$0.63	\$3.98	\$0.64	\$1.31	\$32.01	\$35.99	\$36.63	\$37.93
2.1	\$32.78	\$0.66	\$3.98	\$0.67	\$1.36	\$33.44	\$37.42	\$38.08	\$39.45
2.2	\$34.87	\$0.70	\$3.98	\$0.71	\$1.45	\$35.57	\$39.55	\$40.26	\$41.71

Increases (\$)						Hourly Pay Rates			
1	2	3	4	5	6	7	8	9	10
Classification	Permanent Hourly Rate As At 1.1.23	EA Increase From 26 June 2023	WVC \$ uplift hourly 30 June 2023	EA Increase FFPP after 1 July 2024	EA Increase FFPP after 1 July 2025	26-Jun-23	FFPP after 30 June 2023	FFPP after 1 July 2024	FFPP after 1 July 2025
		Column 2 plus	Set \$ amounts	Column 2 + Column 3	Column 2 + Column 3 + Column 5	Column 2 + Column 3	Column 2 + Column 3 + Column 4	Column 2 + Column 3 + Column 4 + Column 5	Column 2 + Column 3 + Column 4 + Column 5 + Column 6
Registered Nurse		3%		2%	4%				
1.1	\$33.83	\$1.01	\$4.13	\$0.70	\$1.42	\$34.84	\$38.97	\$39.67	\$41.09
1.2	\$34.45	\$1.03	\$4.34	\$0.71	\$1.45	\$35.48	\$39.82	\$40.53	\$41.98
1.3	\$36.65	\$1.10	\$4.61	\$0.75	\$1.54	\$37.75	\$42.36	\$43.11	\$44.65
1.4	\$38.27	\$1.15	\$4.86	\$0.79	\$1.61	\$39.42	\$44.28	\$45.07	\$46.67
1.5	\$39.44	\$1.18	\$4.86	\$0.81	\$1.66	\$40.62	\$45.48	\$46.30	\$47.95
2	\$41.02	\$1.23	\$5.25	\$0.85	\$1.72	\$42.25	\$47.50	\$48.35	\$50.07
3	\$44.48	\$1.33	\$5.70	\$0.92	\$1.87	\$45.81	\$51.51	\$52.43	\$54.30
4	\$47.87	\$1.44	\$6.18	\$0.99	\$2.01	\$49.31	\$55.49	\$56.47	\$58.48
5	\$54.27	\$1.63	\$7.01	\$1.12	\$2.28	\$55.90	\$62.91	\$64.03	\$66.31

* FFPP = First Full Pay Period

PROGRESSION WITHIN CLASSIFICATION LEVELS

An employee shall progress to the next designated pay point within a level on completion of 1786 (full time) or 1500 (part-time and casual) hours and at least 12 months of employment at Hill View.

Signed for

East Coast Care No. 7 Pty Ltd – ABN 53 608 355 817 trading as HillView Care

BRIAN BRETZKE
Name

11/11/2024
Date

[Signature]
Signature

239 GOODING DRIVE
MERRIMAC, QLD 4226
Address

OPERATIONS MANAGER
Position

Scott Foster
Witness Name


11-04-2024
Date

[Signature]
Signature

Signed for and on behalf of employees of
East Coast Care No. 7 Pty Ltd – trading as HillView Care
as bargaining representative

LIAM COLLINS
Name

11.04.2024
Date


Signature

239 Gooding Dr,
Merrimac
Address

Registered Nurse
Position

Scott Foster
Witness Name

11-04-2024
Date


Signature

Signed for and on behalf of
**Queensland Nurses and Midwives' Union of Employees and
Australian Nursing and Midwifery Federation – Qld Branch,**

106 Victoria St
West End 4101

as bargaining representative of employees to whom this agreement applies, *Hill View Care Nursing
Staff Enterprise Agreement 2023*

Sarah Beaman
Name

19 April 2024
Date


Signature

106 Victoria St, West End, Qld, 4101
Address

QNMU Secretary
Position

Merren Dickins
Witness Name

19 April 2024
Date

M Dickins
Signature