



BlueCare Nursing Employees Enterprise Agreement 2024 - 2026

TABLE OF CONTENTS

| | |
|--|-----------|
| 1. APPLICATION AND OPERATION | 3 |
| 1.1 TITLE..... | 3 |
| 1.2 APPLICATION OF AGREEMENT..... | 3 |
| 1.3 PERIOD OF OPERATION | 3 |
| 2. PURPOSE OF AGREEMENT | 3 |
| 2.1 OBJECTIVES | 3 |
| 3. INTERPRETATION..... | 4 |
| 3.1 NES RELATIONSHIP | 4 |
| 3.2 DEFINITIONS | 4 |
| 4. COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION | 5 |
| 4.1 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE..... | 5 |
| 4.2 EMPLOYERS' DUTY TO NOTIFY AND CONSULT | 5 |
| 4.3 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE..... | 7 |
| 4.4 WORKLOADS MANAGEMENT | 7 |
| 4.5 GRIEVANCE AND DISPUTE SETTLING PROCEDURES | 8 |
| 5. EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS...9 | 9 |
| 5.1 CONTRACT OF EMPLOYMENT | 9 |
| 5.2 FULL-TIME EMPLOYEE | 9 |
| 5.3 PART-TIME EMPLOYEE..... | 9 |
| 5.4 CASUAL EMPLOYMENT..... | 10 |
| 5.5 EMPLOYMENT SECURITY | 11 |
| 5.6 TERMINATION OF EMPLOYMENT..... | 11 |
| 5.7 REDUNDANCY | 12 |
| 5.8 VOLUNTARY REDUNDANCY | 13 |
| 5.9 ABORIGINAL AND TORRES STRAIT ISLANDER PEOPLES EMPLOYMENT STRATEGY..... | 14 |
| 6. WAGES AND WAGE RELATED MATTERS..... | 14 |
| 6.1 WAGES..... | 14 |
| 6.2 ASSISTANT IN NURSING (AIN) WAGES | 15 |
| 6.3 ENROLLED NURSE (EN) WAGES..... | 15 |
| 6.4 REGISTERED NURSE (RN) WAGES | 15 |
| 6.5 ALLOWANCES | 15 |
| 6.6 PAYMENT OF WAGES | 17 |
| 6.7 PAY POINT PROGRESSION..... | 17 |
| 6.8 PAYPOINT CLASSIFICATION MAPPING AND ADVANCEMENT | 18 |
| 6.9 PROFESSIONAL ADVANCEMENT..... | 18 |
| 6.10 HIGHER DUTIES | 18 |
| 6.11 SALARY PACKAGING | 18 |
| 6.12 SUPERANNUATION..... | 19 |
| 7. HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK | 19 |
| 7.1 ORDINARY HOURS OF WORK | 19 |
| 7.2 12 HOUR SHIFTS | 20 |
| 7.3 ROSTERING..... | 21 |
| 7.4 MEAL BREAKS | 22 |
| 7.5 REST PAUSES | 23 |
| 7.6 OVERTIME..... | 23 |
| 7.7 ON CALL ARRANGEMENTS..... | 24 |

| | | |
|------------|---|-----------|
| 7.8 | RECALL TO WORK (WHETHER OR NOT ON-CALL)..... | 25 |
| 7.9 | AFTERNOON AND NIGHT SHIFT - PENALTY PAYMENTS | 25 |
| 7.10 | WEEKEND WORK - PENALTY PAYMENT..... | 25 |
| 7.11 | EXTREME WEATHER AND DISASTERS | 26 |
| 8. | LEAVE AND PUBLIC HOLIDAYS | 26 |
| 8.1 | ANNUAL LEAVE..... | 26 |
| 8.2 | PUBLIC HOLIDAYS..... | 28 |
| 8.3 | PERSONAL/CARER'S LEAVE | 29 |
| 8.4 | COMPASSIONATE LEAVE | 31 |
| 8.5 | DOMESTIC AND FAMILY VIOLENCE LEAVE | 32 |
| 8.6 | LONG SERVICE LEAVE | 32 |
| 8.7 | PARENTAL LEAVE | 33 |
| 8.8 | UNPAID STUDY LEAVE | 34 |
| 8.9 | COMMUNITY SERVICE LEAVE (INCLUDING JURY LEAVE) | 34 |
| 8.10 | JURY LEAVE | 34 |
| 8.11 | CEREMONIAL LEAVE | 34 |
| 9. | LEARNING AND DEVELOPMENT | 35 |
| 9.1 | TRAINING AND DEVELOPMENT..... | 35 |
| 9.2 | PAID TRAINING | 35 |
| 9.3 | WORKPLACE RELATIONS TRAINING LEAVE | 35 |
| 9.4 | PAID MEETINGS..... | 36 |
| 10. | WORKPLACE HEALTH AND SAFETY | 36 |
| 11. | AGREEMENT COMPLIANCE AND UNION RELATED MATTERS | 36 |
| 11.1 | MODEL FLEXIBILITY TERM | 36 |
| 11.2 | UNION ENCOURAGEMENT CLAUSE | 37 |
| 11.3 | DELEGATES CHARTER OF RIGHTS | 37 |
| 11.4 | NO EXTRA CLAIMS..... | 38 |
| 11.5 | RENEWAL OF AGREEMENT | 38 |
| | SIGNATORIES TO AGREEMENT..... | 39 |
| | SCHEDULE 1: RATES OF PAY | 42 |
| | SCHEDULE 2: ALLOWANCES | 44 |
| | SCHEDULE 3: CLASSIFICATION DESCRIPTORS | 45 |

1. APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *BlueCare Nursing Employees Enterprise Agreement 2024 (the Agreement)*.

1.2 Application of Agreement

This Agreement will cover and apply in accordance with the Act to:

- The Uniting Church in Australia Property Trust (Q.) represented by BlueCare (ABN 96 010 643 909);
- Employees as defined in this Agreement;
- Australian Nursing and Midwifery Federation (ANMF) trading as Queensland Nurses and Midwives' Union of Employees (QNMU);
- United Workers Union; and
- The Health Services Union NSW/ACT/QLD.

1.3 Period of Operation

This Agreement will operate seven (7) days from the date of approval by the Fair Work Commission and shall remain in force until a date which is two years from commencement of the Agreement. Once this Agreement passes this nominal expiry date, it will continue to operate until it is terminated or replaced in accordance with the Act.

2. PURPOSE OF AGREEMENT

2.1 Objectives

- 2.1.1 The parties to this Agreement are committed to the following objectives:
- 2.1.2 Commitment of Quality Care – the parties to this Agreement are committed to the highest quality of nursing care and services which provide for a holistic, person-centred approach and consumer choice, guided by the Department of Health and Aged Care, the professional Codes and Guidelines established by the Nursing and Midwifery Board of Australia and other relevant regulatory bodies, standards and legislation.
- 2.1.3 The parties commit to continual improvement in striving to achieve best practice in all aspects of operational and service delivery thus striving for more effective and efficient work practices which will improve the quality of care of aged care residents and community clients.
- 2.1.4 Through this Agreement, the parties commit to developing and implementing strategies designed to recognise and achieve productivity and efficiency improvements in the workforce, and to enhance job satisfaction, career pathway, job security and remuneration, while aiming to provide the highest quality of service and support which will maximise each resident/client's quality of life.
- 2.1.5 The parties to this Agreement recognise the benefits of permanent employment. Where practicable permanent Employees will be employed in preference to casual Employees or use of labour hire.
- 2.1.6 The parties to this Agreement will collectively strive to achieve quality, clinical outcomes for residents/clients which are person-centred.

- 2.1.7 The purpose of this Agreement is to achieve a stable industrial relations framework across the Employer's services.

3. INTERPRETATION

3.1 NES Relationship

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). In the event of any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.

3.2 Definitions

- (a) **Accrued Days Off (ADOs)** are days off taken under a work arrangement by agreement between the Employer and Employee where a full-time Employee works 152 hours over 19 days in a 28-day period.
- (b) **Act** means the *Fair Work Act 2009* (Cth).
- (c) **Aged Care** is the care of the elderly in a residential or community setting.
- (d) **Aged Care Facility** shall mean any house, apartment or premises, licensed or unlicensed which is used or intended to be used for the reception, care and treatment of persons who on account of age, infirmity, chronic ill health or the effects of illness from which they are convalescing, require support, care and/or supervision. For the avoidance of doubt Aged Care Facility includes a Retirement Living facility.
- (e) **Base rate of pay** shall mean the applicable weekly or hourly wage rate for ordinary hours of work, exclusive of loadings (including casual loading), allowances, overtime and penalty rates or any other separately identifiable amounts.
- (f) **Business Day** means any day except a Saturday, Sunday or public holiday.
- (g) **Client** is any person in the community who chooses to use the services of the Employer.
- (h) **Community** means any private residence or location other than an aged care facility where Employees are required to deliver services and includes short- and long-term respite and day respite.
- (i) An **advanced post-graduate qualification** is a Masters or PhD degree in a field relevant to the Employee's current position, issued by a university, institution, professional or accreditation body as approved by the Employer.
- (j) A **post-graduate qualification** is a Graduate Certificate, Graduate Diploma, a credential of equivalent value or, a second degree, each being in a field relevant to the Employee's current position, issued by a university, institution, professional or accreditation body as approved by the Employer.
- (k) **Employee/s** means any person/s employed by the Employer who is/are based for work purposes in the state of Queensland and who perform work in a classification of this Agreement.
- (l) **Employer/s** mean/s The Uniting Church in Australia Property Trust (Q.) represented by BlueCare (ABN 96 010 643 909).
- (m) **FFPPA** means first full pay period which commences on or after a given date.
- (n) **FWC** means the Fair Work Commission or its successor.
- (o) **Immediate family member** or **household member** means a:
 - spouse or former spouse;
 - de facto partner or former de facto partner;

- child;
- parent;
- grandparent;
- grandchild;
- sibling, or
- child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations and a household member is any person who lives with the Employee.

- (p) **NES** means the National Employment Standards under the Act.
- (q) **Resident** is any person who resides in a residential Aged Care Facility.
- (r) **Rostered Day Off** means a day where an Employee is not rostered to work other than an Accrued Day Off.
- (s) **Salary Packaging** is a system whereby a portion of an Employee's gross salary or wage is paid as a benefit, before tax, rather than directly as salary, thereby reducing the amount of income tax paid by the Employee.
- (t) **Shift Worker**, for the purposes of the NES and the quantum of annual leave, is an Employee whose working arrangements are set out in clause 8.1.1 and who qualifies for an additional week of annual leave.
- (u) **"Relevant Union/s"** means the Union which is entitled to represent the industrial interests of a relevant Employee/s
- (v) **Union/s** means The Queensland Nurses and Midwives' Union of Employees and the Australian Nursing and Midwifery Federation, The United Workers' Union and The Health Services Union.
- (w) **Workplace** means the location/s at which the Employees perform work.

4. COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

4.1 Consultation regarding major workplace change

The parties to this agreement are committed to:

- 4.1.1 Ongoing consultation in regard to issues that arise in the workplace;
- 4.1.2 The highest quality of care and services which provide for a holistic, person-centred and informed approach to maximise each client's quality of life;
- 4.1.3 Compliance with relevant legislation and standards, including but not limited to the Aged Care Quality Standards and the Australian Council on Healthcare Standards, in addition any relevant standards from professional accreditation bodies;
- 4.1.4 Continuously improving business processes to enhance job satisfaction, promote career development, enhance job security and eliminate waste.

4.2 Employers' duty to notify and consult

- 4.2.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 4.2.2 For a major change referred to in paragraph 4.2.1, the Employer must notify the relevant Employees and the Relevant Union/s of the decision to introduce the major change or proposal to introduce a change to the regular roster or ordinary hours of work of Employees.
- 4.2.3 For the purposes of this clause, relevant Employees are the Employees described in clause 4.2.1 (a) and (b).
- 4.2.4 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 4.2.5 If:
- (a) a relevant Employee appoints, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 4.2.6 As soon as practicable after making the decision referred to in clause 4.2.1(a) or proposing a change referred to in clause 4.2.1(b), the Employer must:
- (a) consult with the relevant Employees and the Relevant Union about:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees (including where relevant the number and categories of Employees likely to be dismissed or otherwise affected and the time when or the period over which the Employer intends to carry out the dismissals and any other impacts); and
 - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees (e.g. where relevant, by finding alternative employment); and
 - (b) for the purposes of this consultation – provide, in writing, to the relevant Employees and the relevant Union/s:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees;
 - iii. measures being taken to avert or mitigate the adverse effect of the change on Employees; and
 - iv. information about any other matters likely to affect the Employees.
 - (c) Invite the relevant Employees and Relevant Union/s to provide their views on the impact of the change (including in the case of a change referred to in clause 4.2.1(b), any impact in relation to family or caring responsibilities).
- 4.2.7 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or relevant Union/s.
- 4.2.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees before implementation of the change.

4.2.9 For the purposes of clause 4.2.1(a) major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

4.3 Enterprise Agreement Consultative Committee

4.3.1 An Enterprise Agreement Consultative Committee will be established within six (6) months of the commencement of this Agreement and will meet three (3) times per year (with additional meetings conducted as agreed).

4.3.2 The purpose of the Enterprise Agreement Consultative Committee is to monitor the implementation of this Agreement and assist in the resolution of any concerns or issues arising from the implementation of this Agreement.

4.3.3 Membership of the committee will consist of four (4) Employer representatives, up to four (4) Employee union delegates from each of the Unions party to this Agreement and four (4) Employee representatives.

4.3.4 All Consultative Committee meetings will generally be scheduled in work time. In the event that an Employee union delegate or representative is not scheduled to work at the time the meeting takes place, the Employee will be remunerated for the time spent at the meeting at their base rate of pay.

4.4 Workloads Management

4.4.1 The Employer is committed to meeting or exceeding care minutes as mandated by the relevant regulatory body and will comply with all reporting requirements.

4.4.2 The parties to this Agreement acknowledge that residential and community management are committed to ensuring workforce levels are appropriate for the provision of high-quality care time for the clients and residents and have a responsibility to maintain a balanced workload for Employees.

4.4.3 To ensure that any excessive or unreasonable workloads or concerns regarding care and care minutes are identified and resolved the following procedure applies:

- (h) In the first instance, an Employee should discuss the issue with their immediate leader.
- (i) The Employee and Leader should identify the reason for the problem and possible solutions.
- (j) The outcome of the discussions will be communicated to the team (where applicable) by the leader and Employee.
- (k) The outcome and solutions may be recorded on a workload management form.
- (l) If the measures implemented do not effectively address the issue(s), the report should be forwarded to the leader for further action.

- (m) The leader should address the issue(s) and advise the relevant parties of the recommended remedy to resolve the issue(s).
- 4.4.4 Workload management concerns must be a permanent agenda item at all Consultative Committee meetings. Outcomes and actions in relation to workload management issues must be recorded in the minutes of the meeting. Resolution of any workload issues should take the following criteria into account:
 - (n) Clinical assessment of residents and client's needs;
 - (o) Environmental considerations and demands (such as facility layout and travel requirements in Community);
 - (p) Statutory obligations (including but not limited to, work health and safety legislation);
 - (q) The requirements of relevant nursing regulatory standards and legislation;
 - (r) Reasonable workloads;
 - (s) Accreditation standards.
- 4.4.5 If the issue(s) is still unresolved, the Employee(s) may advance the matter to the next highest leader for resolution.

4.5 Grievance and Dispute Settling Procedures

- 4.5.1 The matters to be dealt with in this procedure shall include all grievances or disputes between an Employee, or more than one Employee, and the Employer in respect to any matter under the terms of the Agreement, the NES and / or any other matters agreed upon.
- 4.5.2 A Union covered by this Agreement may commence, and be a party to, a grievance or dispute under this clause. An Employee may nominate a representative at any stage of the grievance and dispute settling procedure.
- 4.5.3 The object of this process is to resolve disputes closest to the source of the problem as soon as possible, in a manner which is fair and acceptable, in terms of outcomes, for all parties.
- 4.5.4 An Employee, or more than one Employee, who has a grievance or dispute as defined in clause 4.5.1 will first discuss the grievance or dispute with their immediate leader.
- 4.5.5 The leader will investigate and respond to the Employee as soon as practicable but no more than seven (7) working days after the grievance or dispute is raised.
- 4.5.6 If the Employee(s) is/are not satisfied with their Leader's response, the Employee(s) may escalate the grievance or dispute to BlueCare's General Manager, Employee Relations (or successor).
- 4.5.7 If the Employee(s) is/are not satisfied with response of BlueCare's General Manager, Employee Relations (or successor), either party may refer the matter to the FWC.
- 4.5.8 The FWC is empowered to conciliate and where conciliation has not resolved the matter, arbitrate a resolution to the dispute.
- 4.5.9 Where a dispute is referred to the FWC for conciliation and/or arbitration, the FWC shall have the power to do all such things as are necessary for the resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 4.5.10 Any order arising from the FWC shall be binding, subject to appeal.

- 4.5.11 Where the grievance involves allegations of a personal nature, sexual harassment, workplace harassment or other sensitive issues, an Employee may commence the procedure at clause 4.5.4 (c) of this Agreement.
- 4.5.12 Whilst the dispute procedure is being implemented to resolve a dispute, normal work shall continue in accordance with the status quo except in a case of a genuine safety issue.
- 4.5.13 Circumstances where an Employee(s) has a reasonable concern about an imminent risk to their health and safety are exempt from this clause and no party shall be prejudiced as to the final settlement by the continuation of work in accordance with this clause.
- 4.5.14 At all stages of this process, leaders will endeavour to treat the grievance as a matter of priority.
- 4.5.15 Nothing contained in this procedure shall inhibit the Union or an Employer representative from becoming involved in the resolution of this dispute.

5. EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

5.1 Contract of Employment

- 5.1.1 Before commencement, the Employer will provide each new Employee with a written contract of employment which specifies:
- (t) A position description or outline of the main duties of the position; and
 - (u) The Employee's ordinary hours of work, the span of hours as set out in this Agreement and if the Employee will work as a ShiftWorker; and
 - (v) The Employee's classification and rate of pay pursuant to this Agreement; and
 - (w) The Employee's probationary period; and
 - (x) The status of the employment as per clause 5.1.2.
- 5.1.2 The employment status of an Employee must be one of the following:
- Permanent Full-time
 - Permanent Part-time
 - Casual
 - Maximum term (full-time or part-time).

5.2 Full-time Employee

- 5.2.1 A full-time Employee means an Employee engaged to work 76 hours per fortnight, or an average of 76 hours per fortnight in accordance with the provisions of this Agreement.
- 5.2.2 A full-time Employee must be rostered to work a minimum of 3 hours on each shift.

5.3 Part-time Employee

- 5.3.1 A part-time Employee is an Employee who:
- (a) Except as provided for in clause 5.3.4 below, is employed for a minimum of 45 hours per fortnight and a maximum of 76 ordinary hours per fortnight, provided that the average hours shall be less than 76 hours per fortnight;
 - (b) Has reasonably predictable hours of work;

(c) Is rostered to work a minimum of 3 hours on each shift.

5.3.2 At the time of engagement, the Employer and the Employee will agree in writing on the minimum number of ordinary hours to be worked per fortnight and the Employee and Employer will discuss the Employee's preferences for the rostering arrangements which will apply to these hours (including the days and times the Employee would prefer to work). The Employer will, where operationally possible, roster the Employee consistent with the preferences so provided.

5.3.3 The agreed minimum number of ordinary hours per fortnight may only be amended by mutual agreement. Any such agreed amendment to the number of fortnightly hours of work will be recorded in writing.

5.3.4 Where an Employee requests and the Employer agrees, a part-time Employee may be engaged to work less than 45 hours per fortnight.

5.3.5 Part-time Employees may, by mutual agreement, work hours in addition to regular rostered hours and all such additional hours to a maximum of 76 hours per fortnight will be paid at ordinary time, provided that the additional hours worked shall be taken into account in the pro rata calculation of entitlements, and the calculation of overtime subject to clause 7.6.1.

5.3.6 Part-time Employee's Annual Statement of Hours Worked

Upon request, the Employer will provide a part-time Employee with a statement that includes the number of hours worked each fortnight in the preceding year and the total number of hours for the preceding year on the request of the Employee.

5.3.7 A part-time Employee who has been rostered on a regular and systematic basis over a period of 52 weeks, for more hours than their contracted hours has the right to request an increase in their contracted hours.

Any such requested increase, would generally be considered on the basis of the number of hours as previously worked, however the number of hours must be capable of fitting within any ongoing operational requirements, existing shift, and rostering arrangement.

The Employer must not unreasonably withhold agreement to such a request.

5.4 Casual employment

5.4.1 A casual Employee is an Employee whose employment contract so provides, and is engaged on an hourly basis, for fewer than seventy-six (76) ordinary hours per fortnight.

5.4.2 A casual Employee:

(a) will be paid a minimum of 3 hours' wages in respect of each engagement; and

(b) will be paid a casual loading as follows:

(a) for Assistants in Nursing (**AIN**) and Enrolled Nurse (**EN**) classifications - 25% of the relevant base rate of pay as set out in Schedule 1; and

(b) for all other classifications - 23% of the relevant base rate of pay set out in Schedule 1; and

(c) will be paid relevant allowances in Schedule 2.

5.4.3 Except as otherwise set out in this Agreement, the casual loading in clause 5.4.2 (c) shall not be compounded by penalties or overtime rates of pay contained within this Agreement. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the

casual loading component then added on to the penalty rate of pay. Overtime for casual Employees will be calculated as set out in clause 7.6.1.

5.5 Employment Security

5.5.1 The Employer's preferred employment option is to maintain a predominantly permanent workforce.

5.5.2 Casual Conversion

(a) A casual Employee may request in accordance with the terms of the Act to convert to permanent employment. Such request will be considered by the Employer in accordance with the Act provisions and will not be unreasonably refused.

(b) In accordance with the Act, the Employer must issue a notice to a casual Employee, within 6 months of the commencement of their employment, and every 12 months thereafter, which explains their rights to request conversion to permanent employment.

5.5.3 The Employer and the Unions shall discuss in the EA Consultative Committee specific strategies to improve certainty of employment at the workplace.

5.6 Termination of employment

5.6.1 Termination by the Employer (dismissal)

(a) In order to terminate the employment of an Employee (other than a casual Employee), the Employer must give the Employee 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 week |
| More than 3 years but not more than 5 years | 3 week |
| More than 5 years | 4 week |

(b) In addition to the notice in (a) above, the Employer must give Employees over 45 years of age and who have completed at least 2 years' continuous service an additional week's notice.

(c) Payment in lieu of notice must 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 amount 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 rostered or ordinary working hours to be worked by the Employee during the notice period; 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 clause 5.6.1 (a) will not apply in the case of dismissal for serious misconduct.
- (f) A casual Employee will be entitled to one hour's notice.
- (g) Unless mutually agreed between the Employer and the Employee, an Employee cannot take annual leave or any part thereof for the purpose of notice of termination of employment.

5.6.2 Notice of termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required of an Employer, except that there shall be no additional notice based on the age of the Employee concerned. If an Employee at least 18 years of age fails to give notice or gives insufficient notice, the Employer may withhold wages due to the Employee equal to the difference between the amount of notice provided by the Employee and the amount required, but no more than one (1) weeks' wages.

5.6.3 Statement of service

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

5.6.4 Time off during notice period

During the period of notice of termination given by the Employer, an Employee must be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. This time off must be taken at times that are convenient to the Employee after consultation with the Employer.

5.7 Redundancy

5.7.1 Consultation

Where the Employer no longer wishes the job an Employee has been doing to be done by anyone, the Employer has consultation obligations as noted in clauses 4.1, 4.2 and 4.3.

5.7.2 Severance pay

In addition to the period of notice prescribed for termination (dismissal) in clause 5.6.1, the Employer must pay an Employee whose employment is terminated because the Employer no longer wishes the job done by the Employee to be done by anyone, or because of the insolvency or bankruptcy of the Employer, the following applicable amount of severance pay:

| Period of Continuous Service | Severance 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 |

| Period of Continuous Service | Severance Pay |
|--|----------------------|
| At least 8 years but less than 9 years | 14 weeks |
| At least 9 years and over | 16 weeks |

5.7.3 Transfer to lower paid duties

- (a) An Employee may only be transferred to lower paid duties with the written agreement of the Employee. Where an Employee is transferred to lower paid duties, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to, pursuant to clause 5.6.1, if their employment had been terminated.
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amount the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
- (c) The amount must be worked out on the basis of:
 - i. The rostered or usual working hours to be worked by the Employee during the notice period; 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.

5.7.4 Time off during notice period

- (a) Where the Employer has notified the Employee of dismissal due to redundancy, the Employee will 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, then prior to a second or subsequent day off the Employer may ask the Employee to provide evidence that would satisfy a reasonable person of the Employee seeking other employment on such day/s. Payment for such day/s need not be made if the Employee does not provide such evidence. Such evidence includes a statutory declaration.

5.7.5 Employee leaving during notice period

An Employee whose employment is terminated for reasons set out in clause 5.7.1 may terminate such employment during the period of notice specified in clause 5.6.1 and, if so, will be entitled to the same benefits and payments under clause 5.7.1 had such Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee will not be entitled to payment in lieu of notice.

5.8 Voluntary Redundancy

5.8.1 A voluntary redundancy is the mutually agreed termination of the current employment contract between the Employer and a permanent Employee.

5.8.2 Terms and Conditions of Voluntary Redundancy

- (a) Employees selected for negotiations will be selected by the following set of guidelines:
 - i. That the Employee is a permanent Employee.

- ii. The operational needs of the organisation.
- (b) An offer of voluntary redundancy may include the following:
- i. Payment of pro-rata long service leave (if service is more than five (5) years but less than ten (10)).
 - ii. Payment of two (2) weeks full pay for each year of service to a maximum of twenty-four (24) weeks.
 - iii. Payment of a proportion of sick leave entitlement to maximum of 10% for Employees with less than ten (10) years continuous service or 20% for Employees with ten (10) years or more continuous service.
- (c) The following entitlements will be paid to the Employee under the Act and where applicable, the *Industrial Relations Act 2016* (Qld):
- i. Payment of all annual leave entitlements.
 - ii. Payment of all long service leave entitlements.
- (d) The Employee will have the right to withdraw any expression of interest in voluntary redundancy at any time prior to the signing of any deed of agreement.
- (e) The Employer will have the right to withdraw from any negotiation prior to the signing of any deed or agreement or when it determines that the position in question is subject to a selection process and is outside the timelines.

5.9 Aboriginal and Torres Strait Islander Peoples Employment Strategy

The parties to this Agreement are committed to promoting equitable employment and career pathway development throughout all services for Aboriginal and Torres Strait Islander peoples. Initiatives in support of this are actionable deliverables within the Employer's Reconciliation Action Plan and shall include measures such as, targets for employment of Aboriginal and Torres Strait Islander peoples, culturally informed recruitment, career development, graduate opportunities, mentoring and cultural competency awareness programs for all Employees.

6. WAGES AND WAGE RELATED MATTERS

6.1 Wages

6.1.1 The Employer must pay an Employee, a base rate of pay as provided for in Schedule 1 for the Employee's classification and paypoint.

6.1.2 Wage increases and, as applicable, increases to any allowances under this Agreement will be paid to all Employees in accordance with the below table:

| Applicable from: | New rates to be paid on |
|--|---|
| The first full pay period after 1 April 2024 | The pay date in respect of the first full pay period after: <ul style="list-style-type: none"> • The date of commencement of this Agreement (7 days after Fair Work Commission approval); or • the first full pay period after 1 May 2024 whichever is later. |
| The first full pay period after 1 July 2024 | The pay date in respect of the first full pay period after 1 July 2024. |

| | |
|---|---|
| Applicable from: | New rates to be paid on |
| The first full pay period after 1 July 2025 | The pay date in respect of the first full pay period after 1 July 2025. |

- 6.1.3 For the avoidance of doubt, subject to the approval of the Agreement, the Employer will pay the Employees backpay back to the first full pay period after 1 April 2024 in relation to work performed since that date at the base rates of pay and allowance rates as set out in Schedule 1. Backpayments will be paid as indicated in clause 6.1.2 above.
- 6.1.4 If, prior to the opening of the ballot for this Agreement, an Employee was paid a base rate of pay which is higher than the amount payable to the Employee under Schedule 1, the Employer must pay the Employee no less than that higher rate of pay.

6.2 Assistant in Nursing (AIN) Wages

- 6.2.1 Base rates of pay in Schedule 1 for an Employee in an Assistant in Nursing (AIN) classification, are at least 5% above the base rate of pay to which the Employee would be entitled under the Award which covers the Employee, as varied from time, if that Award applied to the Employee.

6.3 Enrolled Nurse (EN) Wages

- 6.3.1 Base rates of pay in Schedule 1 for an Employee in an Enrolled Nurse classification (other than an Enrolled Nurse (Advanced Skills) are at least 10% above the base rate of pay to which the Employee would be entitled under the Award which covers them, as varied from time, if that Award applied to the Employee.
- 6.3.2 Base rates of pay in Schedule 1 for an Enrolled Nurse – Advanced Skills are at least 13% above the base rate of pay to which the Employee would be entitled under the Award which covers them, as varied from time to time, if that Award applied to the Employee.

6.4 Registered Nurse (RN) Wages

- 6.4.1 Base rates of pay are prescribed in Schedule 1 for an Employee in a Registered Nurse classification.
- 6.4.2 The base rates of pay for an Employee in a Registered Nurse classification will increase as follows:

| Date | Increase % |
|---|------------|
| From the first full pay period after 01 July 2024 | 3% |
| From the first full pay period after 01 July 2025 | 2% |

6.5 Allowances

- 6.5.1 The Employer must pay an Employee all applicable allowances as set out in this clause 6.5 and in Schedule 2.
- 6.5.2 Uniform & Laundry Allowance
- (a) If the Employer requires an Employee to wear a uniform while working, the Employer must either:
- i. provide to the Employee, without charge, the designated uniform of good quality, or;
 - ii. Pay the Employee the Uniform Allowance as provided in Schedule 2.
- (b) The Employer must launder, at its own expense, an Employee's Uniforms or pay the Employee the Laundry allowance provided in Schedule 2. In the event of it becoming

necessary to wear a thing other than a uniform (e.g. personal protective equipment), the Employer must provide such thing to an Employee free of charge.

6.5.3 Vehicle Allowance

- (a) Where an Employee is required to use their own motor vehicle in the conduct of the Employer's operations the Employee shall be paid an allowance as stipulated by the relevant Award or the Australian Taxation Office whichever is greater, per Kilometre in respect of the actual distance so travelled by the vehicle.
- (b) Where an Employee uses their own motor vehicle in the conduct of the Employer's operations, the vehicle shall be maintained in a roadworthy condition with a current registration certificate and appropriate comprehensive insurance cover.

6.5.4 Fares and Travelling Expenses

Where an Employee is directed by the Employer to work at a city or town which is outside the city or town of their usual employment, the Employer must:

- (a) pay for the cost of such transport or provide the transport; or
- (b) where the Employee uses their own vehicle to travel, pay the Employee the Vehicle Allowance stipulated in Schedule 2; and
- (c) upon presentation of a relevant tax invoice or receipt, reimburse the Employee reasonable and necessary additional expenses incurred.

6.5.5 Morning/Afternoon/Night Shift Supervisor Allowance

- (a) A Registered Nurse who is required to perform the duties of Morning/Afternoon/Night Shift Supervisor is to be paid an additional amount as provided in Schedule 2.
- (b) An Enrolled Nurse who performs additional duties of a non-clinical supervisory nature in the absence of a more senior supervisory Employee is to be paid an additional amount as provided in Schedule 2.
- (c) For the purpose of this clause the role of Shift supervisor is defined as a requirement to perform duties that are additional to duties that would normally be required to be performed by the nurse and would not be performed if a more senior nurse was on the premises and the more senior nurse would normally perform such duties.

6.5.6 Qualification Allowance

- (a) An Employee who is a Registered Nurse will be entitled to a qualifications allowance as set out in Schedule 2 where:
 - i. The Employee provides evidence of their advanced post-graduate qualification or post-graduate qualification in accordance with the definition in clause 3.2; and
 - ii. The Employee is engaged in a position the duties of which the credential is accepted by the Employer as directly relevant to the skills and competencies being used.
- (b) Subject to clause 6.5.6(a) above any entitlement under this clause shall be paid to the Employee from the date on which the holding of the qualification is accepted by the Employer.
- (c) An allowance payable under clause 6.5.6(a) shall be discontinued with effect from the date that the Employer notifies the Employee entitled to the allowance that the Employer has ceased to accept that the holding of the qualification is directly relevant to the skills and competencies being used for the duties of the Employee's position.

(d) Where an Employee would, but for this paragraph, qualify for more than one Qualification Allowance, the Employer is only obliged to pay the greater allowance to the Employee.

6.6 Payment of Wages

6.6.1 Wages shall be paid fortnightly following the completion of the rostered fortnight by electronic funds transfer into an account nominated by the Employee. Wages shall be paid no later than three (3) business days after the completion of the fortnight.

6.6.2 Where it is identified by the Employee and the Employer agrees, Employees who are underpaid during any particular fortnight shall have the underpayment paid to the Employee as soon as practicable.

6.6.3 Where it is identified by the Employer and the Employee agrees, Employees who are overpaid during any particular fortnight will, in good faith, enter into a repayment arrangement that is reasonable and fair. In the case of payment of final entitlements on termination of employment, all outstanding overpaid monies may be recovered by the Employer from the Employee's final pay insofar as this is permissible under the Act.

6.6.4 The Employer shall provide all Employees with pay advice in accordance with the Act.

6.7 Pay Point Progression

Employees will progress to the next applicable classification pay point noted in Schedule 1 as follows:

- (a) Full-time Employee progression will occur after completion of 1976 hours of service;
- (b) Part-time Employee progression will occur after completion of 1200 hours and 12 months service;
- (c) Casual Employee progression will occur after completion of 1200 hours and 12 months service, provided this service has been 'continuous' i.e. not broken by a period of 3 months or greater in any calendar year;
- (d) The Employee will automatically progress to the next pay point within the classification from the first full pay period after qualification for the next pay point, unless exceptional circumstances exist as noted in clause 6.7(e) below;
- (e) For the purposes of clause 6.7, exceptional circumstances mean when an Employee:
 - i. Has been issued a formal disciplinary outcome related to breaches of clinical guidelines, medication practise guidelines and/or conduct that places resident, client or Employee safety at risk (including physical or psychological safety);
 - ii. This conduct is documented in a formal performance improvement plan or other document such as a Written Warning; and
 - iii. BlueCare's Head of Operations or Head of Specialised Services or equivalent role and General Manager, Business Partnering (or equivalent) have recommended that the Employee be held at the current pay point and not progress to the next pay point until the performance or conduct issues referred to in clause 6.7 (e) have been satisfactorily resolved.
- (f) If an Employee's progression is withheld in accordance with clauses 6.7 (d) and 6.7(e), the Employee will be eligible for progression at the conclusion of their performance improvement plan or if a 6 month period has passed without any further formal disciplinary action, in accordance with the Employee's expected pay point progression timing. The Employee is not entitled to any back payment for the period that the performance management plan was in place.

6.8 Paypoint Classification Mapping and Advancement

6.8.1 Initial Classification

- (a) In assessing an Employee's starting paypoint on commencement of employment, the Employee shall be given credit for all previous continuous nursing experience of which the Employee has provided evidence to the Employer that would satisfy a reasonable person. Nursing experience:
- i. Includes all time spent as a nursing Employee in an equivalent classification, including in an 'acting' capacity;
 - ii. Excludes time spent as a student nurse; and
 - iii. Excludes any service prior to a break in nursing service which exceeds 5 years, provided that Level 1 Registered Nurses or Level 2 Enrolled Nurses who return to the workplace after an absence of more than 5 years may, after 12 months service and subject to satisfactory performance review, progress to the pay point they held immediately prior to that absence.
- (b) The onus of proof of previous experience shall be upon the Employee.
- (c) Prior to or within the first 4 weeks of employment, an Employee shall be required to provide evidence of previous nursing experience. Subject to proof of previous experience being provided within the first 4 weeks of employment, the Employer will adjust previous payments back to the date of commencement at the rate applicable to their demonstrated previous nursing experience for all time worked in accordance with 6.8.1(a). Where proof of previous experience is not provided within four weeks of commencement, payment will continue at the existing rate until such time as further proof of previous experience is provided to the Employer.
- (d) Further progression shall be in accordance with the below and clause 6.7.

6.8.2 An Assistant in Nursing possessing a Certificate III in Aged Care (or equivalent level qualification) shall be appointed to at least Assistant in Nursing Level 2.1.

6.8.3 An Enrolled Nurse possessing registration with no notations, must be paid at the base wage rate of Enrolled Nurse Level 2.1 or higher.

6.9 Professional Advancement

Movements between classifications will only be permitted through a formal application to an approved vacancy.

6.10 Higher Duties

6.10.1 Where an Employee performs the full range of duties in a classification for which a higher rate of pay is prescribed in this Agreement, and the duration of the higher duties is one day or more, the Employer will pay the Employee the higher rate for duration of the higher duties.

6.10.2 Where the higher duties referenced above are to be performed for a period of three (3) months or greater, the Employer will call for expressions of interest from the workforce in the relevant work area or geographical location.

6.11 Salary Packaging

The Employer and an Employee may agree in writing to a salary packaging arrangement. The terms and conditions of such a package must ensure the gross amount paid to the Employee is reduced by a specified amount (which may be a percentage), so as to reduce the amount of

income tax that must be paid by the Employee, and that the amount of such reduction is paid, for the benefit of the Employee, to one or more third parties nominated by the Employee.

6.12 Superannuation

6.12.1 The Employer must make superannuation contributions to an Employee's superannuation fund in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and this subclause 6.12.

6.12.2 The Employer will pay superannuation contributions for Employees every month, into a complying Superannuation Fund nominated by the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

6.12.3 Upon employment the Employer will advise Employees they may nominate a fund into which all superannuation contributions will be paid.

6.12.4 Should an Employee fail to nominate a fund while it remains a legislative requirement:

- (a) The Employer will contact the Australian Taxation Office (ATO) to see if the Employee has an existing fund. If the ATO identifies that the Employee has an existing fund, this will be their 'stapled' account and the Employer will pay the statutory superannuation contributions for the Employee into this account;
- (b) If no account is found and the Employee hasn't chosen a fund, the Employer will create a new account for them with the Employer's default super fund. The Employer will pay the Employee's statutory superannuation contributions to this fund.

6.12.5 The default funds for this Agreement are:

- NGS Super
- HESTA
- Australian Retirement Trust
- A fund as listed in the applicable Award.

6.12.6 For the purpose of this clause, "ordinary time earnings" is as defined in the *Superannuation Guarantee (Administration) Act 1992* (cth) and explained by the ATO in its SGR 2009/2 or its successor.

6.12.7 Superannuation contributions will continue to be made on behalf of Employees for the first 26 weeks of any absence where the Employee is receiving WorkCover payments. For the avoidance of doubt, where such contributions are made, they will be calculated based on the Employee's base rate of pay for their minimum contracted hours.

6.12.8 The Employer and Employee may agree to the Employee salary packaging further superannuation contributions. In such cases the Employer superannuation contribution shall be based on the amount the Employee would have received had there been no salary sacrifice.

6.12.9 In addition to any other arrangement, an Employee may elect to make further superannuation contributions by way of deduction from the Employee's net (post-tax) wage. Where an Employee makes such election, the Employer must act in accordance with it.

7. HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK

7.1 Ordinary Hours of Work

7.1.1 The ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 152 hours within a work cycle not exceeding 28 consecutive days.
- 7.1.2 Subject to clause 7.2, ordinary hours of work shall not exceed ten (10) hours on any day provided that an Employee(s) may request, in writing, that their ordinary hours of work are not to exceed eight (8) ordinary hours in any one day.
- 7.1.3 In consultation with Employees, the ordinary hours of work as provided for in clause 7.1.1 above must be worked continuously within a spread of:
- (a) 14 hours per day from 6.00 am to 8.00 pm inclusive of meal breaks in the community; or
 - (b) 12 hours per day from 6.00 am to 6.00 pm inclusive of meal breaks in the aged care facility:
- 7.2 12-hour shifts
- 7.2.1 Where the Employer identifies an opportunity to operate on the basis of 12 ordinary hour shift arrangements to support new models of care, flexible work arrangements of Employees and/or changing health needs, it will consult with the Relevant Union/s and the Employees concerned.
- 7.2.2 Introduction of 12 ordinary hour shifts will be implemented after agreement in writing with the Relevant Union and a majority of the Employees affected. The Unions party to this Agreement agree that they will not unreasonably withhold agreement to implementation of 12 ordinary hour shifts if a majority of Employees affected agree to the implementation of 12-hour shifts.
- 7.2.3 Prior to the commencement of a 12-hour shift arrangement, the parties are to establish a method for evaluation of the workability and effectiveness of the proposed shift arrangement. Such evaluation is to include, but is not to be limited to, consideration of the following factors:
- (a) client or resident outcomes;
 - (b) health and safety;
 - (c) adverse incidents;
 - (d) staff satisfaction;
 - (e) financial implications;
 - (f) sick leave;
 - (g) childcare implications;
 - (h) effects on family and social life;
 - (i) effects on work performance;
 - (j) effects/impacts upon other clinical units;
 - (k) professional development;
 - (l) communication;
 - (m) effects on management - recruitment and retention; and
 - (n) impact on other work units.
- 7.2.4 The Employer must ensure the following in respect of Employees working 12-hour shift arrangements:

- (a) participation in the 12-hour shift arrangements will be on a voluntary basis provided that an Employee who does not wish to participate will be redeployed at the same classification level only if no reasonably practicable alternative to working the 12 hour shift is available and acceptable to the Employee;
- (b) the maximum continuous ordinary hours to be worked in such circumstances will be 12 hours in any one day;
- (c) an Employee who works a shift of 12 ordinary hours is entitled to one paid meal break and one unpaid meal break, each of 30 minutes duration. The first meal break is to occur between the fourth and sixth hours of duty and the second meal break is to occur during the ninth or tenth hours from the commencement of duty;
- (d) Employees will be entitled to two 10 minute rest pauses in the first and second half of an ordinary 12 hour shift, to be taken at a time to suit the convenience of the Employer;
- (e) for occupational health and safety reasons an Employee should not perform overtime immediately before or following a 12-hour shift of ordinary hours.
- (f) each Employee will be allowed in each fortnight either:
 - i. two blocks of three consecutive days off in each week; or
 - ii. two consecutive days off in one week and four consecutive days off in the other week; or
 - iii. where mutually agreed, three blocks of two consecutive days off,
- (g) an Employee may work a maximum of four 12 hour shifts consecutively where those shifts are a combination of:
 - i. two day and two night shifts; or
 - ii. one day and three night shifts; or
 - iii. three days and one night,
- (h) where an Employee works a combination of 8 and 12-hour shifts, the Employer must ensure the Employee does not work on more than five consecutive days, and works at least two eight hour shifts in any five consecutive days of work;
- (i) an Employee who completes a 12-hour shift will be allowed a break of 10 hours between the termination of the 12-hour shift and the commencement of another shift; and

7.2.5 Subject to all other terms of this Agreement, a part-time Employee may work 12-hour shifts.

7.3 Rostering

7.3.1 Rosters

- (a) A fortnightly roster setting out the periods of duty of those Employees working at the service/facility and the starting and finishing times of such periods must be displayed by the Employer in a place conveniently accessible to Employees at least 7 days before the commencement of each fortnight.
- (b) A roster may be altered at any time to enable the nursing service to be carried on where another Employee is absent from duty on account of illness or in an emergency.
- (c) Rosters (including on-call rosters) shall be drawn up in consultation with Employees taking into consideration equity and any special needs the Employees may have and shall provide adequate rest periods and rest days.

(d) Unless the Employer otherwise agrees, an Employee desiring to change roster shall give the Employer 7 days' notice of the desired roster change except where the Employee is ill or in an emergency.

7.3.2 The Employer must ensure that an Employee's roster provides for any one of the following combination of days free from rostered work in each fortnight:

- (a) two periods comprising 2 days each; or
- (b) 3 consecutive days and 1 standalone day; or
- (c) one period of 4 consecutive days; or
- (d) 2 consecutive days and 2 standalone days by mutual written agreement between the Employee and Employer.

For the purposes of this clause a day is a continuous period of 24 hours

7.3.3 Broken Shifts

- (a) Where practicable, no broken duty periods shall be worked, however, when such broken duty periods are necessary, a total of 8 hours shall be worked over two periods, within a spread of 12 hours, comprised of:
 - two equal duty periods of 4 hours each; or
 - a duty period of 5 hours and a duty period of 3 hours.
- (b) Broken duty periods shall only be worked where there is mutual agreement between the Employer and the Employee.
- (c) For all broken shifts, an allowance of 20% of the base rate of pay shall be paid on the second portion of the shift. Where broken shift allowances and afternoon, night, weekend or public holiday penalty payments are applicable, payment of whichever is the greater shall be paid.

7.3.4 Break Between Duty Periods

- (a) Employees shall be allowed a break of not less than 10 consecutive hours between the termination of one duty period and the commencement of another duty period (whether or not any such duty includes overtime), provided that in lieu thereof, such break shall not be less than 8 consecutive hours if agreed by the Employee and Employer.
- (e) Where agreement has been reached between the Employer and Employee to reduce the 10-hour break between duty periods to an 8-hour continuous break, due consideration must be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.
- (d) If an Employee will not have at least the required ten or eight consecutive hours off duty by the time at which an Employee is rostered to commence a shift, the Employer must delay such rostered start time until at least 10 hours or 8 hours after the Employee ceased duty, immediately notify the Employee accordingly and pay the Employee as if the Employee had commenced duty without such delay, or;
- (e) If an Employee resumes or continues work without having had ten or eight consecutive hours off duty, they shall be paid at the rate of double time until they are released from duty for such period. The Employee shall then be entitled to be absent until they have had ten or eight consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

7.4 Meal Breaks

- 7.4.1 Where an Employee works at least 6 hours on any one day, they shall be entitled to an unpaid meal break of not less than 30 minutes.
- 7.4.2 Where an Employee is required to work, during their meal break, they shall be paid at the rate of double time until the meal break is taken, and the Employee shall be paid at ordinary rates for the meal break period.
- 7.4.3 Meal Breaks- Employees on Duty
- (f) The meal break for nurses on duty shall be taken at a time not to affect the continuity of work.
- (g) Where an Employee is directed to remain on the premises or otherwise available due to operational needs during the meal break, the Employee shall be paid an allowance as provided in Schedule 2. Should the Employee's meal break be interrupted by work or enquiries pertaining to work, then the meal break must be paid at the appropriate overtime rate.

7.5 Rest Pauses

- 7.5.1 An Employee who works 6.5 hours or more in one engagement shall be entitled to a 10-minute rest pause in each of the first and second halves of the engagement.
- 7.5.2 An Employee who works less than 6.5 hours in one engagement shall be entitled to a 10-minute rest pause after 3 hours of continuous work.
- 7.5.3 Rest pauses shall be taken at a time that does not interfere with the continuity of work.
- 7.5.4 Where an Employee works 8 ordinary hours or less in one engagement and the Employee is entitled to 2 rest pauses, the rest pauses may, by discretion of the Employer, be combined to provide one 20-minute rest pause.

7.6 Overtime

7.6.1 Payment for Working Overtime

- (a) All time directed by the Employer to be worked by an Employee, in excess of their rostered ordinary hours of work, or outside the ordinary span hours (unless an afternoon or night shift penalty applies) is overtime. The Employer must pay an Employee for overtime as follows:
- i. Monday to Saturday inclusive - time and a half for the first three hours and double time thereafter;
 - ii. Sunday - double time; and
 - iii. Public Holidays - double time and a half.
- (b) Payment for authorised overtime for all Employees except casual AIN's and EN's will be calculated on the Employee's base rate of pay. For casual AIN's and EN's, payment for authorised overtime will be calculated on the Employee's base rate of pay plus the casual loading as set out in clause 5.4.1.
- (c) An Employee who is required to work overtime of:
- i. more than two hours after their usual ceasing time; or
 - ii. more than one hour after their usual ceasing time if such overtime continues beyond 6pm,

- must be supplied with a reasonable meal by the Employer at its expense, or the Employer must pay the Employee a meal allowance as provided in Schedule 2.
- (d) Without limiting any other provision of this clause or clause 7.4 (Meal Breaks) part-time Employees by agreement may work hours in addition to regular rostered hours. All such additional hours to a maximum of 76 hours per fortnight shall be paid at ordinary time.
 - (e) The Employer must not request or require an Employee to work more than the following number of hours in a week unless the additional hours are reasonable:
 - a. for a full-time Employee--38 hours; or
 - b. for an Employee who is not a full-time Employee--the lesser of:
 - (i) 38 hours; and
 - (ii) the Employee's ordinary hours of work in a week.
 - (f) An Employee may refuse to work additional hours (beyond those referred to in paragraph (e) if they are unreasonable.
 - (g) In determining whether additional hours are reasonable or unreasonable, the following must be taken into account:
 - i. Any risk to Employee's health and safety from working the additional hours;
 - ii. The Employee's personal circumstances including any family responsibilities;
 - iii. The notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
 - iv. The needs of the workplace in which the Employee is employed; and
 - v. Any other relevant matter.

7.7 On Call Arrangements

- (a) The Employer may require Registered Nurses or Clinical Nurses to be on-call to support the care of Clients and Residents. The provisions hereunder apply to Employees who are rostered to be on call.
- (b) The Employer must ensure that on call rosters are arranged in a way that is fair to all Employees and has regard to fatigue management.
- (c) The Employer must pay an Employee the appropriate on-call allowance as provided in Schedule 2, for the following periods that the Employee is on-call:
 - i. Monday - Friday - for each 24 hour period or part thereof when the on call period is between the finish of a shift and the commencement of the next shift within a 24 hour span;
 - ii. Saturday - for each 24 hour period or part thereof when the on call period is on a Saturday.
 - iii. Sunday, Public Holidays or ADO - for each 24 hour period or part thereof when the on call period is when the Employee is on an accrued day off duty or on a Sunday or Public Holiday.
- (d) Payment shall be for the calendar day on which the major portion of the on-call period falls.
- (e) An Employee on call is required to be readily contactable and able to return to work during the hours for which they have been placed on call.

- (f) The provision of subclause 7.3.4 shall not apply when an Employee has worked under this clause for an actual combined period of less than two hours.

7.7.1 On-call Telephone Advice

- (a) An Employee rostered to be on-call is to be paid in accordance with the allowances in Schedule 2.
- (b) If an Employee who is on-call is required to give advice over the telephone, the Employee is to be paid for the actual time spent in the provision of that advice and for the completion of any work resulting from the telephone advice at the appropriate overtime rate.
- (c) The Employee must maintain a record of the time spent on each telephone call and the details of work completed during each on-call period.

7.7.2 The provision of subclause 7.3.4 shall not apply when an Employee has worked under this clause for an actual combined period of less than two hours.

7.8 Recall to work (whether or not on-call)

- (a) *Recalled to work* is where an Employee is recalled to work outside of rostered ordinary hours, whether or not while on-call.
- (b) An Employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of three hours, provided that the time spent travelling to and from the place of duty shall be deemed to be time worked.
- (c) If an Employee is recalled to work, the Employee shall be provided with transport to and from their home or shall be refunded the cost of such transport, provided that where an Employee is recalled to work within three hours of commencing normal duty and the Employee remains at work, the Employee shall only be provided with transport from the Employee's home to the workplace or shall be refunded the cost of such transport.
- (d) The provision of subclause 7.3.4 shall not apply when an Employee has worked under this clause for an actual combined period of less than two hours.

7.9 Afternoon and Night Shift - Penalty Payments

7.9.1 Afternoon Shift - Penalty Payment

- (a) An afternoon shift is a shift other than a night shift commencing at or after 12 midday.
- (b) The Employer must pay an Employee for ordinary hours worked on an afternoon shift an additional penalty of 12.5% of the base rate of pay.

7.9.2 Night Shift - Penalty Payment

- (a) Night shift is a shift commencing at or after 6:00 pm or before 7:30 am the following day, the major portion of which is worked between 6:00 pm and 7:30 am.
- (b) The Employer must pay an Employee for ordinary hours worked on a night shift an additional penalty of 15% of the base rate of pay.

7.10 Weekend Work - Penalty Payment

- (a) Subject to clause 7.10(c), all rostered time worked between midnight Friday and midnight Saturday shall be paid for at the rate of time and one half of the base rate of pay.
- (b) Subject to clause 7.10(c), all rostered time worked between midnight Saturday and midnight Sunday shall be paid at the rate of time and three quarters of the base rate of pay.

(c) Casual AIN's and EN's will be entitled to be paid at the following rates:

- i. All rostered time worked between midnight Friday and midnight Saturday shall be paid at the rate of time and on half of the Employee's casual hourly rate (i.e. the base rate of pay plus the casual loading) for those hours worked;
- ii. All rostered time worked between midnight Saturday and midnight Sunday will be paid at the rate of time and three quarters of the Employee's casual hourly rate (i.e. the base rate of pay plus the casual loading) for those hours worked.

7.11 Extreme Weather and Disasters

Where an Employee cannot report for duty at their usual workplace due to extreme weather or disaster, but reports for duty at another workplace, the Employee will be paid their rostered hours for the day.

8. LEAVE AND PUBLIC HOLIDAYS

8.1 Annual Leave

8.1.1 Annual Leave Entitlement

(a) Every full-time and part-time Employee is entitled to annual leave on full pay as follows:

- iii. All full-time and part-time Employees who are not ShiftWorkers are entitled to 5 weeks' leave;
- iv. Employees who meet the definition of a Shift worker for the purpose of this clause is entitled to 6 weeks' leave;
- v. A Shiftworker for the purpose of the additional week of annual leave provided by the NES is defined as an Employee who:
 - a. Works in shifts over a 12-month period in rotation covering morning, afternoon and night shifts as a part of a continuous shift work roster; and
 - b. Has, over a 12-month period from the anniversary date of their employment worked at least twenty rostered shifts (or a pro-rata number of shifts for part-time Employees) of each of the three types of shifts (morning, afternoon, night).

8.1.2 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

8.1.3 Taking annual leave

(a) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The more notice an Employee gives of a request to take paid annual leave, the more likely it is that the Employer can operationally accommodate the Employee's request.

(b) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

8.1.4 Payment of wages when Employee is proceeding on annual leave

(a) The Employer must ensure an Employee has access to an annual leave notification form which allows the Employee to indicate their choice to receive payment for annual leave prior to annual leave ("in advance") or during the normal pay periods.

(b) Where an Employee is proceeding on annual leave of more than one (1) weeks duration and the Employer receives a completed leave notification form upon which the Employee has

indicated a choice of payment in advance or otherwise, the Employer must pay in accordance with that choice, provided that:

- i. the annual leave is approved; and
 - ii. the notification form is submitted at least 4 weeks prior to the Employee's leave to enable the payment in advance to be facilitated.
- (c) Unless otherwise agreed between the Employer and Employee, an Employee is not entitled to payment of annual leave in advance if the duration of the annual leave is less than 5 days. Payment for annual leave of 1 to 4 days duration will be paid during the normal pay period. For a part-time Employee, the duration of less than 5 days' leave is to be the pro rata equivalent.
- (d) Notwithstanding clause 8.1.5 an Employees' annual leave is calculated on the Employees' ordinary time earnings (including the Employees' base salary and regular allowances insofar as these apply).

8.1.5 Annual leave loading

In addition to their ordinary pay, an Employee will be paid an annual leave loading of 17.5% of their base rate of pay.

8.1.6 Cashing out of annual leave

Employees may, by separate written agreement in writing with the Employer, elect to cash out their annual leave entitlements, provided:

- (a) The Employee has at least six (6) weeks leave accrued at the time of application;
- (b) A request to cash out annual leave must be submitted in writing;
- (c) A minimum of one (1) week's leave is cashed out per election;
- (d) The maximum amount cashed out per Employee in any one year is the amount which would result in a remaining balance of annual leave of not less than four (4) weeks;
- (e) The Employee shall receive payment in lieu of annual leave at a rate no less than the Employee's ordinary rate of pay plus the relevant leave loading as applicable at the time the application is made;
- (f) The Employer must not attempt to influence or pressure an Employee to elect to cash out a period of annual leave.

8.1.7 Excessive Annual Leave Accrual

- (a) To promote Employee wellbeing and meet business requirements the Employer may direct an Employee to take annual leave where the Employee's leave balance exceeds eight (8) weeks or 12 weeks' for a Shiftworker as defined by clause 8.1.1(a)(ii) (or the prorated equivalent for part time Employees).
- (b) Prior to the Employer giving any such direction, the Employer will make genuine efforts to reach a mutual agreement in writing with the Employee on how to reduce or eliminate the excessive leave accrual. The Employer must not unreasonably refuse to agree to a request by an Employee to take the excessive annual leave at a time which suits the Employee's personal circumstances.
- (c) If the Employer has genuinely tried to reach agreement with an Employee under clause 8.1.7(b) but an agreement is not reached, the Employer may direct the Employee in writing to take one or more periods of paid annual leave provided that:

- i. the Employee's remaining accrued entitlement to paid annual leave is no less than six (6) weeks;
- ii. the direction does not impose a period of paid annual leave of less than one (1) week; and
- iii. does not require the Employee to commence the period of paid leave within eight (8) weeks, or greater than twelve (12) months, after the direction is given; and
- iv. the direction is not inconsistent with any leave arrangement already agreed between the Employer and Employee.

8.2 Public Holidays

8.2.1 The following are public holidays:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Saturday;
- Easter Sunday;
- Easter Monday;
- 25 April (Anzac Day);
- Labour Day;
- the King's Birthday holiday;
- Show Day;
- 24 December from 6pm to 11.59pm;
- 25 December (Christmas Day);
- 26 December (Boxing Day);

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.

8.2.2 Substituted public holidays

If, in accordance with Queensland law, a public holiday listed in clause 8.2.1 is substituted for an alternative day, then the alternative substituted day is the public holiday.

8.2.3 Payment for absence on public holidays

- (a) A full-time or part-time Employee who is rostered to work on a day on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would have been otherwise worked on that day at the Employee's base rate of pay.
- (b) Casual Employees shall have no entitlement to pay or leave for public holidays, however all work completed by a casual Employee shall be paid for at the rate provided in clause 8.2.4.

8.2.4 Payment for work done on public holidays

- (a) All work done by an Employee (other than a casual AIN or EN) during their ordinary shifts on a public holiday, including a substituted day, will be paid at 200% of the base rate of pay.
- (b) Where a casual AIN or casual EN works on a public holiday, they will be entitled to be paid at 200% of the Employees casual hourly rate (i.e the base rate of pay plus the casual loading) for those hours worked.

(c) Employees working on a public holiday shall be rostered for a minimum of 4 hours.

8.2.5 Public holidays occurring on rostered days off

(a) All full-time Employees will receive a day's ordinary pay or shall be granted a day's leave on full pay, at a time mutually arranged between the Employer and Employee, 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) The provisions of clause 8.2.5(a) above shall also apply to part-time Employees who work 10 shifts each fortnight.

8.2.6 Accrued days off on public holidays

Where an Employee's accrued day off falls on a public holiday, another day, determined by the Employer, will be taken instead, and where practicable within the same four-week work cycle.

8.2.7 Annual Leave on public holidays

An Employee is taken not to be on annual leave on a public holiday.

8.2.8 Ceremonial Days - Substitution

An Aboriginal or Torres Strait Islander Employee shall, in substitution for a public holiday specified within this clause, be entitled to the National Aboriginal Day of Celebration as a public holiday without loss of pay on the day it is celebrated in Queensland. Provided that by mutual agreement in lieu of this day being taken as a substituted public holiday it may be taken as an annual leave day or may be taken out of accumulated time in lieu accrual.

8.3 Personal/Carer's Leave

8.3.1 Entitlement to paid personal/carers leave

(a) Amount of leave

For each year of service, a full-time Employee is entitled to 10 days of paid personal/carers leave. A part-time Employee will accrue paid personal/carers leave on a pro-rata basis.

A casual Employee is not entitled to paid/personal carer's leave.

(b) Accrual of leave

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

8.3.2 Taking paid personal/carers leave

An Employee may take paid personal/carers 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.

8.3.3 Payment for paid personal/carers leave

An Employee, who takes a period of paid personal/carer's leave in accordance with this clause, shall receive payment at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

8.3.4 Unpaid carer's leave

- (a) An Employee (including a casual) is entitled to 2 days of unpaid carer's leave when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- (b) Unpaid carer's leave may only be taken after the Employee has exhausted other paid personal/carer's leave entitlements.
- (c) An Employee may take unpaid carer's leave as:
 - i. a single continuous period of up to 2 days; or
 - ii. any separate periods to which the Employee and Employer agree.

8.3.5 Proof of Absence

- (a) An Employee must give the Employer notice of the taking of paid personal/carer's leave by the Employee. 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.
- (b) For an absence of more than 2 days, an Employee taking personal/carers leave (paid or unpaid) will provide evidence of the reason for the absence to the satisfaction of the Employer, for example through a medical certificate or a duly completed statutory declaration if a medical certificate is not able to be obtained within five (5) days of taking personal leave.
- (c) Where there appears to be a pattern of non-attendance and/or high levels of absenteeism, the Employer may require the Employee in writing to provide a medical certificate or other suitable evidence for each absence. Prior to doing so, the Employer must:
 - i. Require the Employee to attend a meeting to discuss personal/carer's leave usage;
 - ii. Provide the Employee with a copy of their personal/carer's leave record at least 5 days prior to the meeting;
 - iii. Invite the Employee to bring a support person to the meeting;
 - iv. During the meeting, request the Employee to explain their personal/carer's leave record.
- (d) If after the Employer has complied with 8.3.5(c) above, there does not appear to be a reasonable explanation for the personal/carer's leave record, the Employer may require the Employee to provide a medical certificate for all personal/carer's leave taken after notification is provided for a period of up to 6 months. The Employee will be made aware of the requirement and of the duration for which evidence will be required for each occasion of taking personal leave.

- (e) Nothing in clause 8.3.5(c) above will prevent the Employer from having an informal discussion with the Employee about their personal/carer's leave usage prior to implementing the formal process.

8.3.6 Payment of sick leave on termination:

- (a) This sub-clause shall only have application to Employees covered by this Agreement engaged by the Employer prior to 30 September 2011; and who have been continuously engaged under this Agreement since 30 September 2011.

- (b) For the purposes of this sub-clause:

"Pre 1 July 2008 bank" shall mean that amount of sick leave an Employee had accrued at 1 July 2008 less any hours taken since;

"Frozen sick leave bank" shall mean the amount of sick leave an Employee has accrued and not taken, during the period of 1 July 2008 to the commencement of this Agreement.

- (f) Upon termination of employment an Employee shall, in addition to all other entitlements, be entitled to payment equivalent to the following:

- i. Where the Employee is dismissed for misconduct - Nil
- ii. Where the employment contract ceases for any other reason - untaken sick leave accrued after 1 July 2008, to a maximum of 76 hours.

Provided that where an Employee has in excess of 76 hours in their frozen sick leave bank (as at the commencement of this Agreement), the Employee is entitled to payment for those hours in their frozen sick leave bank, less any hours taken.

- (g) No Employee shall be entitled to payment for any portion of their pre 1 July 2008 bank upon termination of employment.

- (h) Where an Employee is eligible to payment for sick leave such sick leave shall be deducted from available accruals in the following order:

- i. from any sick leave accrued after 1 July 2008; then
- ii. from the Employee's Pre 1 July 2008 bank (if any).

8.4 Compassionate leave

8.4.1 Entitlement to compassionate leave

A full-time or part-time Employee is entitled to:

- (a) 2 days paid compassionate leave upon the death of a member of the Employee's immediate family or a member of the Employee's household, if a baby in their immediate family or household is stillborn, or the Employee or their spouse or de facto partner has a miscarriage, to be taken up to and including the day of the funeral.
- (b) An additional 3 days paid compassionate leave upon the death of the Employee's spouse (including de facto spouse and same sex partner), parent, child (including step child) or sibling, to be taken up to and including the day of the funeral.
- (c) 2 days paid compassionate leave (either as a continuous period or as single shifts of leave) for the purposes of spending time with a member of the Employee's immediate family or a member of the Employee's household who has contracted or sustained a personal illness/injury that poses a serious threat to his or her life.

- (d) An additional two (2) days paid compassionate leave if interstate or international travel is required to attend a funeral.
- (e) In circumstances where the leave is approved and a funeral is delayed, the dates of the leave are able to be changed prior to taking the leave upon notification to the Employer.

8.4.2 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 shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

8.4.3 Notice and evidence requirements

- (a) Notice: An Employee must give the Employer notice of the taking of compassionate leave as soon as practicable and must advise the Employer of the period, or expected period, of the leave.
- (b) Evidence: An Employee shall provide proof of such death or illness or injury that would satisfy a reasonable person.

8.5 Domestic and Family Violence Leave

8.5.1 The Employer is committed to supporting a zero tolerance approach to domestic and family violence. As an expression of our mission, the Employer seeks to uphold the inherent dignity and worth of all people and speak out against violence and abuse. In addition to supporting Employees affected by domestic and family violence, the Employer is committed to raising awareness of the prevalence of domestic and family violence and its impact on victims. The Employer aims to ensure a supportive and safe working environment for all Employees affected by domestic and family violence by focusing support on individual wellbeing and that leave is available in accordance with this clause when an Employee is affected by Domestic and Family Violence.

8.5.2 Employees are entitled to ten (10) days paid Domestic and Family Violence Leave each calendar year under the NES.

8.6 Long Service Leave

8.6.1 Entitlement

- (a) In addition to the entitlements concerning long service leave in the Industrial Relations Act 2016 (Qld), an Employee is entitled to long service leave after 7 years continuous service.
- (b) The accrual of this entitlement is on the basis of 1.2 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

8.6.2 Conditions

- (a) Long service leave may be taken for a period agreed between an Employee and the Employer. A timely request for leave shall be made to the Employer.
- (b) The Employer must give timely advice to the Employee of whether or not the request for leave is agreed. In the event of any disagreement, the Employer may require an Employee to take a period of long service leave by giving not less than three (3) months-notice of the request to take long service leave.

8.6.3 Pro-Rata Long Service Leave

- (a) Employees are entitled to pro-rata long service leave upon the termination of employment, after 5 years continuous service, where service has been terminated:

- i. by the Employee's death, or;
 - i. by the Employee for a cause of illness, or;
 - ii. by the Employer for a cause of incapacity,
- (b) Where an Employee dies, the amount which would have been payable to that Employee had that Employee retired or been dismissed on the date on which the Employee actually died shall be paid to the Employee's estate.

8.6.4 Part-time Employees - Long Service Leave

- (a) In determining the length of absence of a part-time or casual Employee on long service leave, Employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of Employees who have accrued their leave entitlements by working a combination of full-time and other employment.

8.6.5 Long Service Leave Half Pay

Where it is mutually agreed between the Employee and the Employer, Employees can elect to take long service leave at half the Employee's current rate of pay, for double the period of leave.

8.6.6 Cash out of long service leave

An Employee may request in writing to cash out part of their long service leave provided that;

- (a) The Employee has a long service leave entitlement; and
- (b) The Employer agrees to such cashing out; and
- (c) Such cashing out only occurs once in any twelve (12) month period; and
- (d) Such cashing out is payable in the same manner as if the Employee had taken leave; and
- (e) At least five (5) weeks of long service leave remains, to be taken.

8.7 Parental Leave

All Employees are entitled to unpaid parental leave in accordance with the NES, as provided in the Fair Work Act 2009 (Cth).

8.7.1 Paid Parental Leave

- (a) A full-time or part-time Employee shall be entitled to up to 12 weeks paid parental leave provided that:
- i. The Employee qualifies for unpaid parental leave in accordance with the National Employment Standards; and
 - ii. The Employee has completed at least twelve (12) months continuous service with the Employer; and
 - iii. The Employee is the primary carer; and
 - iv. Where both parents are employed by the Employer, only one (1) eligible parent is entitled to paid parental leave.

- (b) Part-time Employees shall be entitled to payment on a pro rata basis, calculated on the average hours worked by the Employee in the 12 months preceding the taking of parental leave.
- (c) Payment shall be at the Employee's base rate of pay for ordinary hours.
- (d) An Employee taking paid parental leave may elect to take double the paid leave at half-pay.

8.7.2 Paid Partner Leave

- (a) Upon the birth or adoption of a child, a full-time or part-time Employee, being a parent of the child, who is not the primary carer shall be entitled to 2 weeks paid partner leave, provided that:
 - i. The Employee has completed at least 12 months continuous service with the Employer; and
 - ii. The other parent of the child is not employed by the Employer and taking paid parental leave.
- (b) Part-time Employees shall be entitled to payment on a pro rata basis, calculated on the average hours worked by the Employee in the 12 months preceding the taking of parental leave.
- (c) Payment shall be at the Employee's base rate of pay for ordinary hours.

8.8 Unpaid Study Leave

- 8.8.1 A full-time or part-time Employee may take up to 5 days of leave without pay per year for the purpose of preparation and attendance at exams if studying a Masters or Bachelors Degree in Nursing.
- 8.8.2 Unpaid study leave shall not break the Employee's continuity of employment.

8.9 Community Service Leave (including Jury Leave)

- 8.9.1 Community service leave is provided for in the National Employment Standards (NES). The NES sets out the entitlements for community service which is currently voluntary emergency management activity and jury service.

8.10 Jury Leave

- 8.10.1 The Employer must pay an Employee for all of their rostered hours during the period of their absence from work to perform jury service, an amount equal to the difference between Jury service pay from a government and the Employee's base rate of pay for those rostered hours, if the Employee:
 - (a) notified the Employer as soon as a soon as practicable of the date upon which they are required to attend for jury service; and
 - (b) gives the Employer documentary proof of their attendance and the duration of such attendance.
- 8.10.2 An Employee shall return to their place of work as soon as possible after being excused by the Court for the day, except where the remaining ordinary hours for the day is less than their minimum daily payment per engagement.

8.11 Ceremonial leave

An Employee who requires cultural leave to support their participation in cultural customs, traditions or other cultural observances will be entitled to up to ten (10) working days unpaid leave in any calendar year, with the approval of the Employer. Suitable notice along with supporting evidence of the requirement for such time off should be provided with the leave application.

9. LEARNING AND DEVELOPMENT

9.1 Training and Development

- 9.1.1 In order to provide quality outcomes in an efficient manner it is agreed that effective learning and development should take place.
- 9.1.2 The Employer is committed to the ongoing learning and development of staff. In addition to orientation and annual mandatory and compulsory training, the Employer will develop annual training calendars in consultation with staff.
- 9.1.3 Employees are encouraged to make application to their manager to attend training on the calendar. As part of that application process, the Employee and the manager will review whether the Employee is able to attend in their rostered time or in their own time.

9.2 Paid Training

- 9.2.1 Where the Employer requires an Employee to undertake training (online or face to face) which is necessary for the Employee to undertake their duties, such time for this training will, in most circumstances, be provided within the Employees rostered ordinary hours.
- 9.2.2 If compulsory face to face training cannot be provided within the Employee's rostered ordinary hours, such that the Employee needs to attend work solely for the purposes of undergoing the training, the Employee will be paid at the appropriate rate of pay with a minimum payment of two hours.
- 9.2.3 Where the Employer and Employee mutually agree that additional training could complement the Employee's skills and the Employer agrees for the Employee to attend the training then the Employer will pay the training on a time for time basis with a minimum of one (1) hour.
- 9.2.4 If the training is online training and the Employee requests to undertake the training outside of their rostered working hours, the Employer will pay the Employee at base rate of pay for the time taken to complete that training.
- 9.2.5 Employees may elect from time to time to undertake optional training that is offered by the organisation and not directly related to Employees position. In these circumstances the Employee will complete this training in the Employees own time and at the Employee's own cost.

9.3 Workplace Relations Training Leave

- 9.3.1 An Employee shall be entitled to attend workplace relations training leave in order to further their understanding of workplace relations issues.
- 9.3.2 The training shall be provided by a provider nominated by the Employee by way of formal application by the Employee.
- 9.3.3 The Employer shall not unreasonably refuse such applications.
- 9.3.4 The Employer will provide for a minimum of 5 days training, paid at ordinary time, per year of employment for each Employee.

- 9.3.5 The maximum number of Employees from one service/facility attending a course or seminar at the same time will be as follows:
- (a) Where there are between one and 50 Employees - one.
 - (b) Where there are between 50 and 100 Employees- two.
 - (c) Where there are over 100 Employees - four.
- 9.3.6 Leave granted to attend paid training shall not incur additional payment if the training coincides with the Employee's rostered day off.

9.4 Paid Meetings

- 9.4.1 Where the Employer approves the Employee to attend meetings which are necessary for the Employee to undertake their duties, the meeting will be undertaken within the Employees' ordinary hours.
- 9.4.2 If the meeting cannot be provided within the ordinary hours and the Employee is approved to attend the meeting this will be paid at the applicable rate of pay with a minimum payment of two (2) hours.

10. Workplace Health and Safety

- 10.1 The parties to this Agreement shall, during the life of this Agreement, endeavour to ensure that at least one Employee elected Workplace Health and Safety Representative is present at each workplace.
- 10.2 The parties to this Agreement will support the training of all Workplace Health and Safety Representatives through BlueCare WH&S training programs.
- 10.3 The parties to this Agreement will actively seek to establish Workplace Health and Safety Committees in each workplace, as required by the Workplace Health and Safety Act, within the life of this Agreement.

11. AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

11.1 Model flexibility term

- 11.1.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) The agreement deals with one (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 one (1) or more of the matters mentioned in paragraph (a); and
 - (c) The arrangement is genuinely agreed to by the Employer and Employee.
- 11.1.2 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.

11.1.3 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 eighteen (18) years of age, signed by a parent or guardian of the Employee; and
- (d) Includes details of:
 - i. The terms of the 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.

11.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

11.1.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) If the Employer and Employee agree in writing — at any time.

11.2 Union Encouragement Clause

11.2.1 The Employer recognises the positive role played by the unions in the negotiation of the Agreement.

11.2.2 The Employer recognises the union's legitimate role to represent the Employee.

11.2.3 On commencement of employment the Employer will make the new Employee aware of their:

- (a) Relevant union;
- (b) Relevant union materials (as supplied by the relevant Union to the Employer)
- (c) Agreement classification; and
- (d) Where a copy of the Agreement is located for viewing.

11.3 Delegates Charter of Rights

11.3.1 Union delegates are encouraged to fulfil a role in the workplace and are recognised as the on-site representatives of the Union.

11.3.2 The Employer will provide delegates with access to reasonable resources to allow full and proper representation of members with such resources including but not limited to email, internet, photocopier, notice board/s, fax, printer and telephone.

- 11.3.3 Union delegates shall be allowed reasonable time to perform their role on behalf of the union including time to consult with members and officials, provide feedback on discussions with the Employer, approaching new Employees about membership.
- 11.3.4 The Employer shall not hinder union delegates in the reasonable and responsible performance of their duties.
- 11.3.5 Union delegates may have reasonable access to administrative facilities and reasonable time during work times to carry out their delegate responsibilities, provided this does not interfere with their Employee duties or the duties of administrative Employees at the service.

11.4 No Extra Claims

- 11.4.1 Prior to the nominal expiry date, the parties bound and Employees covered by this Agreement will not make additional claims relating to wages or employment conditions. This does not prevent actions taken in accordance with the Act.
- 11.4.2 The Employer must ensure that Employees shall not fall below the minimum modern award base rate.

11.5 Renewal of Agreement

The parties agree that discussions shall commence in relation to a new Agreement to replace this Agreement no later than six (6) months prior to the nominal expiry date of this Agreement.

SIGNATORIES TO AGREEMENT

Signed for the Uniting Church in Australia
Property Trust (Q.) represented by BlueCare
(ABN 96 010 643 909):

In the presence of:

(Signature)

(witness to sign)

(print name)

(print name)

(position)

(address)

Signed for the Australian Nursing and
Midwifery Federation (ANMF) trading as
Queensland Nurses and Midwives' Union of
Employees (QNMU):

In the presence of:

(Signature)

(witness to sign)

(print name)

(print name)

(position)

(address)

Signed for the United Workers Union (UWU):

In the presence of:

(Signature)

(witness to sign)

(print name)

(print name)

(position)

(address)

Signed for the Health Services Union (HSU) –
NSW/ACT/QLD:

In the presence of:

(Signature)

(witness to sign)

(print name)

(print name)

(position)

(address)

Signed for and on behalf of the Employees:

In the presence of:

(Signature)

(witness to sign)

(print name)

(print name)

(position)

(address)

Schedule 1: Rates of Pay

Assistant in Nursing

| Classification | Award Rate 01 April 2024 | Increase effective from the FFPPA 01 April 2024 | FFPPA 01 July 2024 | FFPPA 01 July 2025 |
|--------------------------------|--------------------------------|--|--|-----------------------|
| Assistant in Nursing Level 1.1 | \$28.27 | \$29.68 | A minimum of 5% above the relevant Award rate at all times | |
| Assistant in Nursing Level 1.2 | \$28.71 | \$30.15 | | |
| Assistant in Nursing Level 2.1 | \$30.11 | \$31.62 | | |
| Assistant in Nursing Level 2.2 | \$30.11 | \$31.62 | | |
| Assistant in Nursing Level 3.1 | \$30.11 | \$31.62 | | |

Enrolled Nurse

| Classification | Award Rate 01 April 2024 | Increase effective from FFPPA 01 April 2024 | FFPPA 01 July 2024 | FFPPA 01 July 2025 |
|-------------------------------|--------------------------------|---|---|-----------------------|
| Enrolled Nurse Level 1.1 | \$30.67 | \$33.74 | A minimum of 10% above the relevant Award rate at all times | |
| Enrolled Nurse Level 1.2 | \$31.08 | \$34.19 | | |
| Enrolled Nurse Level 2.1 | \$31.49 | \$34.64 | | |
| Enrolled Nurse Level 2.2 | \$31.94 | \$35.13 | | |
| Enrolled Nurse Level 2.3 | \$32.26 | \$35.49 | | |
| Enrolled Nurse Level 3 (ENAS) | \$32.26 | \$36.45 | A minimum of 13% above the relevant Award rate at all times | |

Registered Nurse

| Classification | Increase effective from FFPPA 01 April 2024 | | FFPPA 01 July 2024 (3% increase) | | FFPPA 01 July 2025 (2% increase) | |
|---------------------------------|---|-------------------|--|-------------------|--|-------------------|
| | (\$/HR) | Casual (\$/HR) | (\$/HR) | Casual (\$/HR) | (\$/HR) | Casual (\$/HR) |
| Registered Nurse Level 1 | | | | | | |
| Registered Nurse Level 1.1 | \$40.45 | \$49.75 | \$41.66 | \$51.25 | \$42.50 | \$52.27 |
| Registered Nurse Level 1.2 | \$42.38 | \$52.13 | \$43.65 | \$53.69 | \$44.52 | \$54.77 |
| Registered Nurse Level 1.3 | \$44.30 | \$54.49 | \$45.63 | \$56.12 | \$46.54 | \$57.25 |
| Registered Nurse Level 1.4 | \$46.24 | \$56.88 | \$47.63 | \$58.58 | \$48.58 | \$59.75 |
| Registered Nurse Level 1.5 | \$48.15 | \$59.22 | \$49.59 | \$61.00 | \$50.59 | \$62.22 |
| Registered Nurse Level 1.6 | \$50.08 | \$61.60 | \$51.58 | \$63.45 | \$52.61 | \$64.72 |
| Registered Nurse Level 1.7 | \$52.00 | \$63.96 | \$53.56 | \$65.88 | \$54.63 | \$67.20 |
| Registered Nurse Level 2 | | | | | | |
| Registered Nurse Level 2.1 | \$52.95 | \$65.13 | \$54.54 | \$67.08 | \$55.63 | \$68.42 |
| Registered Nurse Level 2.2 | \$54.22 | \$66.69 | \$55.85 | \$68.69 | \$56.96 | \$70.07 |
| Registered Nurse Level 2.3 | \$55.50 | \$68.27 | \$57.17 | \$70.31 | \$58.31 | \$71.72 |

| Registered Nurse Level 3 | | | | | | |
|------------------------------|---------|---------|---------|----------|---------|----------|
| Registered Nurse Level 3.1 | \$61.83 | \$76.05 | \$63.68 | \$78.33 | \$64.96 | \$79.90 |
| Registered Nurse Level 3.2 | \$63.32 | \$77.88 | \$65.22 | \$80.22 | \$66.52 | \$81.82 |
| Registered Nurse Level 3.3 | \$64.80 | \$79.70 | \$66.74 | \$82.10 | \$68.08 | \$83.74 |
| Nurse Practitioner | | | | | | |
| Nurse Practitioner Candidate | \$77.14 | \$94.88 | \$79.45 | \$97.73 | \$81.04 | \$99.68 |
| Nurse Practitioner | \$79.05 | \$97.23 | \$81.42 | \$100.15 | \$83.05 | \$102.15 |

Note: *FFPPA* means "first full pay period after"

Schedule 2: Allowances

| Allowance Type | Frequency | Value (\$) |
|--|------------------|--|
| Uniform | per shift | \$1.44 |
| Laundry | per shift | \$0.62 |
| Supervisor Allowance - RN | per shift | \$12.62 |
| Supervisor Allowance - EN | per shift | \$11.46 |
| Post-graduate qualification | per hour | \$1.03 |
| Advanced post graduate qualification | per hour | \$1.88 |
| Overtime Meal Allowance | per occasion | \$15.20 |
| Meal Break - Employee on Duty | per occasion | \$11.46 |
| On Call: Monday - Friday | per occasion | \$31.45 |
| On Call: Saturday | per occasion | \$38.38 |
| On Call: Sunday, Public Holiday or ADO | per occasion | \$50.31 |
| Vehicle Allowance | per kilometre | \$0.96 as at commencement date of this Agreement. To increase based on greater of relevant Award or ATO rate |

Schedule 3: Classification descriptors

The following classification descriptors shall apply for the purposes of defining the relevant duties and responsibilities for Employees covered by this agreement. The classification descriptors are presented as a guide only and should always be read in conjunction with the specific position description.

ASSISTANT IN NURSING

Assistant in Nursing Level 1

An Employee at this level shall perform a range of tasks as delegated or assigned, including but not limited to the below duties, and shall have obtained proficiency necessary to perform work at this level.

Duties:

- (a) Exercise discretion and judgement within their level of skill and training;
- (b) Attend training as directed;
- (c) Work in collaboration with the care team under direct or indirect supervision;
- (d) Demonstrate an understanding of required standards and actively participate in the implementation of those standards;
- (e) Be actively involved in continuous improvement activities.

Indicative tasks/skills of this level may include but **are** not limited to the following:

- (a) Assist in the provision of quality nursing care under supervision and direction as outlined in the care plan and other relevant documentation;
- (b) Provide information relevant to the development of care plans;
- (c) Report promptly any observed changes including deterioration in a resident's/client's health status;
- (d) Complete documentation as required;
- (e) Assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements and relevant BlueCare policies;
- (f) Assist with the orientation of staff as appropriate;
- (g) Participate in workplace health and safety, infection prevention and control and training as required.

Assistant in Nursing (Level 2)

An Employee at this level shall perform work at a level above that of an Assistant in Nursing Level 1 and shall have obtained proficiency and qualifications to perform work at this level. An Employee at this level, in addition to the duties, skills and qualifications noted above will also possess 12 calendar months of relevant industry experience.

Qualifications/Registration:

- Certificate III in Aged Care (or equivalent level qualification)

Assistant in Nursing (Level 3)

Employees appointed to this level shall perform work at a level above that of an Assistant in Nursing Level 2 and shall have obtained proficiency and further qualifications to perform work at this level. An Employee at this level, in addition to the duties, skills and qualifications noted above will also possess and be able to demonstrate significant industry experience and possess additional

qualifications and skills in a specialist area, including but not limited to quality and compliance, continence care, palliative care or workplace health and safety.

ENROLLED NURSE

Enrolled Nurse Level 1

An Employee appointed to this level shall perform work above and beyond the skills of an Assistant in Nursing and shall have obtained proficiency and qualifications necessary to perform work as an Enrolled Nurse.

An Enrolled Nurse will follow the responsibilities, duties, standards and scope of practice that applies to enrolled nursing, including maintaining professional boundaries, assuming accountability and responsibility for their actions and always acting in accordance with BlueCare policy, applicable legislation and professional guidelines and standards relative to nursing practice.

Duties:

- (a) Work in accordance with the Registration Standards, Codes and Guidelines required by the Nursing and Midwifery Board of Australia (NMBA) for the Enrolled Nurse;
- (b) Comply with any notations or limitations in respect of nursing registration;
- (c) Provide nursing care under the direct or indirect supervision of a Registered Nurse;
- (d) Exercise discretion and decision making responsibly and within their level of skill and training;
- (e) Provide on the job guidance as directed and within level of competency;
- (f) Demonstrate the effective application of required internal and external standards.

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

- (a) Contribute to the development and evaluation of resident/client care plans and carry out those care plans as directed by a Registered Nurse;
- (b) Provide planned nursing care within their scope of clinical practice and organisational policy;
- (c) Provide and monitor nursing care to resident/client in accordance with scope of practice and organisational policy;
- (d) Assist residents/clients to participate in relevant programs, activities of daily living and recreational activities in accordance with scope of practice and organisational policy;
- (e) Observe and report promptly any changes or concerns in residents'/clients' health, wellbeing or behaviour to the Registered Nurse;
- (f) Work under minimal professional supervision and will provide guidance and support to lower level Employees;
- (g) Assisting with the efficient allocation of resources as directed by the Registered Nurse;
- (h) Undertake other duties as required/directed as service needs change or grow (consistent with the above, within the scope of practice and any other legal or industrial obligations).

Qualifications/Registration:

- (a) Hold and maintain valid registration as an Enrolled Nurse in accordance with the Nursing and Midwifery Board of Australia (NMBA) and AHPRA;

Enrolled Nurse Level 2

An Employee appointed to this level shall perform work at a level above and beyond that of an Enrolled Nurse Level 1 and shall have obtained proficiency and qualifications necessary to perform work at this level. An Employee at this level is required to have no notations placed on their registration.

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

- Administering medications in accordance with scope of practice.

An Employee at this level, in addition to the duties, skills and qualifications noted above will also possess and be able to demonstrate significant industry experience and possess additional qualifications and skills in a specialist area, including but not limited to quality and compliance, continence care, palliative care or workplace health and safety.

Enrolled Nurse Level 3 (Advanced Skills)

An Enrolled Nurse – Advanced Skills is an Enrolled Nurse who is appointed to this level and performs work at a level above and beyond that of an Enrolled Nurse Level 2 and shall have obtained proficiency, competencies and qualifications necessary to perform work at this level.

An Employee will only be appointed to this level where:

- The Employer determines the need for an Enrolled Nurse (Advanced Skills) at the local level;
- the Employee will provide care under the supervision of a Registered Nurse in accordance with the Australian Health Practitioner Registration Agency's Enrolled Nurse scope of practice; and
- In all circumstances have been assessed and approved by the Employer in designated Enrolled Nurse Advanced Skills competencies including but not limited to wound management, chronic disease management, accessing and managing intravenous access devices, palliative care or advanced continence management.

REGISTERED NURSE

REGISTERED NURSE - Level 1

An Employee appointed to this level shall perform work above and beyond the skills of an Enrolled Nurse and shall have obtained proficiency and qualifications necessary to perform work as a Registered Nurse.

A Registered Nurse will follow the responsibilities, duties, standards and scope of practice that applies to registered nurses, including maintaining professional boundaries, assuming accountability and responsibility for their actions and always acting in accordance with BlueCare policy, applicable legislation and professional guidelines and standards relative to nursing practice.

Duties:

- (a) Work in accordance with the Registration Standards, Codes and Guidelines required by the NMBA for the Registered Nurse;
- (b) Develop, manage and evaluate resident/client care plans;
- (c) Provide nursing care within approved scope of clinical practice and organisational policy;
- (d) Work under minimal supervision and supervise clinical and care staff as required or directed;
- (e) Exercise discretion and sound decision making within level of skill and training;
- (f) Act to report and rectify unsafe practice and/or unprofessional conduct;
- (g) Ensure resident/client documentation is completed in a timely manner and meets relevant clinical, organisational and legislative requirements;
- (h) Support the training and assessment of clinical and care staff as required or directed.

Indicative tasks/skills may include but **are** not limited to:

- (a) Promote a consultative and collaborative approach to resident/client care planning including participation by the client and/or the client's representative;
- (b) Ensure resident care is assessed, planned, documented and implemented, and progress is evaluated in accordance with the established model of care;

- (c) Develop, implement, monitor and review care plans to meet resident/client health care needs and to promote quality of life within scope of clinical practice;
- (d) Ensure observed or reported changes or concerns in client condition are acted upon immediately and appropriately;
- (e) Monitor care given by other staff in accordance with scope of practice and organisational policy;
- (f) Assist resident/client to participate in programs and recreational related activities;
- (g) Assist with orientation of new staff;
- (h) Assist in quality and compliance activities including audits and continuous quality improvements;
- (i) Assist in ensuring the service meets all accreditation standards;
- (j) Participate in workplace health and safety practises, infection prevention and control practises and ongoing training and development;
- (k) Undertake duties as required/directed as service needs change or grow (consistent with the above, within the scope of practice and any other legal or industrial obligations).

Qualifications/Registration:

- (a) Relevant tertiary qualifications in Nursing;
- (b) Hold and maintain valid registration as a **Registered Nurse** in accordance with the Nursing and Midwifery Board of Australia (NMBA) and AHPRA.

Registered Nurse - Level 2 (Clinical Nurse)

An Employee appointed to this level shall perform work at a level above and beyond that of a Registered Nurse Level 1 and shall have obtained the necessary proficiency and qualifications necessary to perform work at this level. A Registered Nurse Level 2 will follow the responsibilities, duties, standards and scope of practice that applies to Registered nurses, including maintaining professional boundaries, assuming accountability and responsibility for their actions and always acting in accordance with BlueCare policy, applicable legislation and professional guidelines and standards relative to nursing practice.

Duties:

- (a) Demonstrate a broad knowledge in contemporary professional clinical nursing practice and a sound specific knowledge base in relation to specialty nursing practice;
- (b) Function in complex situations while providing support and direction to other Employees;
- (c) Apply advanced critical thinking and problem-solving skills utilising evidenced based practice
- (d) Contribute to continuous quality improvement and accreditation processes to ensure a high standard of practice and service delivery.

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

- (a) Lead the development, implementation, documentation, monitoring and review of care within a specialty area to meet resident/client health care needs and to promote quality of life;
- (b) Provide a high standard of flexible and responsive leadership and expert clinical advice relating to complex care issues;
- (c) Promote a consultative and collaborative approach to resident/client care planning and quality management activities;
- (d) Carry out comprehensive assessment of residents/clients;
- (e) Establishing therapeutic links with the resident/client community that recognise and respects cultural identity and lifestyle choices.
- (f) Orientate new staff and support the professional development of Employees;
- (g) Support research relevant to clinical matters;

- (h) Manage relevant human and material resources; and
- (i) Undertake other duties as required/directed as service needs change or grow, consistent with the above and within the classification level.

Registered Nurse - Level 3

An Employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 2 and shall have obtained proficiency and qualifications necessary to perform work as a Registered Nurse Level 3.

A Registered Nurse Level 3 will follow the responsibilities, duties, standards and scope of practice that applies to registered nurses, including maintaining professional boundaries, assuming accountability and responsibility for their actions and always acting in accordance with BlueCare policy, applicable legislation and professional guidelines and standards relative to nursing practice.

Duties:

- (a) A Registered Nurse Level 3 is a proficient practitioner who is accountable for a specific speciality area of nursing practice or alternatively a highly skilled and experienced in a broad range of nursing practice. Areas of nursing practice may include, but is not limited to clinical practise, management (including resource management), clinical education or clinical research.
- (b) An Employee at this level is also required to demonstrate extensive experience in a specialty area and/or hold post graduate qualifications in a specialty area in addition to providing a high standard of flexible and responsive management and clinical leadership.

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

- (a) Co-ordinating service delivery for a designated geographic area or clinical practice area;
- (a) Manage and quality assure the development, implementation, documentation, monitoring and review of care to meet resident/client health care needs and to promote quality of life;
- (b) Identify, facilitate and evaluate relevant research and improvement initiatives, and to ensure the dissemination of outcomes;
- (c) Manage the human, material and financial resources to meet resident/client health care needs; promote quality of life and ensure BlueCare can sustainably meet its mission into the future;
- (d) Identify, assess, plan and evaluate clinical research, clinical education and clinical development programs;
- (e) Lead orientation and ongoing development of staff through relevant training, clinical and professional development programs;
- (f) Establishing therapeutic links with the resident/client/community that recognise and respects cultural identity and lifestyle choices;
- (g) Implement and monitor organisational policies relating to safe practices and professional conduct within a designated geographic area or clinical practise area.

Nurse Practitioner

An Employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse and shall have obtained proficiency and qualifications necessary to perform work as a Nurse Practitioner. A Nurse Practitioner will follow the responsibilities, duties, standards and scope of practice that applies to Nurse Practitioner, including maintaining professional boundaries, assuming accountability and responsibility for their actions and always acting in accordance with BlueCare policy, applicable legislation and professional guidelines and standards relative to nursing practice.

Duties:

- (a) A Nurse Practitioner is a registered nurse who is educated and endorsed to function autonomously and collaboratively in an advanced and extended clinical role. An Employee at this level is required to hold and maintain endorsement as a Nurse Practitioner with the NMBA/ AHPRA, in addition to:
- (b) Working in accordance with the Registration Standards, Codes and Guidelines required by the NMBA for the Nurse Practitioner;
- (c) Provide innovative and flexible care delivery that complements other care and specialist services;
- (d) Engage in clinically dynamic practice that incorporates the application of high-level knowledge and skills in extended practice across stable, unpredictable and complex situations;
- (e) Demonstrate clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of service;
- (f) Demonstrate a high level of clinical proficiency in carrying out a range of procedures, treatments and interventions that are evidence based and informed by specialist knowledge;
- (g) Working both autonomously and in a broader multi-disciplinary team to supervise and manage clinical teams;
- (h) Act to report and rectify unsafe practice and/or unprofessional conduct;
- (i) Ensure resident/client documentation is completed in a timely manner and meets relevant clinical, organisational and legislative requirements;
- (j) Support the training and assessment of clinical staff as required or directed.

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

- (a) Manage and quality assure the development, implementation, documentation, monitoring and review of care to meet resident/client health care needs and to promote quality of life;
- (b) Identify, assess, plan and evaluate clinical research, clinical education and clinical development programs (where applicable or directed);
- (c) Lead the initial orientation and ongoing development of staff through relevant training, clinical and professional development programs (where applicable or directed);
- (d) The Direct referral of patients to other health care professionals, Prescribing medications in line with scope of practice and order diagnostic investigations within scope of practice;
- (e) Conducting advanced, comprehensive and holistic health assessment relevant to a specialist field of nursing practice;
- (f) Accessing established and evolving knowledge in clinical and social sciences, and the application of this knowledge to resident/client care and the education of others; and
- (g) Establishing therapeutic links with the resident/client/community that recognise and respect cultural identity and lifestyle choices.

Nurse Practitioner Candidate

An Employee appointed to this level is a registered nurse employed in a designated position established by BlueCare and is enrolled in an accredited university program leading to endorsement as a nurse practitioner.