

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 156 – certification of an agreement

Western Downs Regional Council Nurses Certified Agreement 2011

*Matter No. CA/2012/7*

Commissioner Brown

13 February 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 13 February 2012 the Commission certifies the following written agreement:

Western Downs Regional Council Nurses Certified Agreement 2011 – CA/2012/7

Made between:

Western Downs Regional Council

AND

Queensland Nurses' Union of Employees

The agreement was certified by the Commission on 13 February 2012 and shall operate from 13 February 2012 until its nominal expiry on 12 February 2015 .

By the Commission.

Commissioner Brown

# WESTERN DOWNS REGIONAL COUNCIL NURSES CERTIFIED AGREEMENT 2011

## PART 1 - APPLICATION AND OPERATION

### 1.1 Title

This Agreement shall be known as the Western Downs Regional Council Nurses Certified Agreement 2011.

### 1.2 Arrangement

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### **1.3 Application of Agreement**

1.3.1 This Agreement shall apply to Western Downs Regional Council and, their workplaces, subsequent workplaces, and employees, for whom classifications are contained herein.

#### 1.3.2 Parties Bound

The parties bound by this agreement are:

- Western Downs Regional Council
- Queensland Nurses' Union of Employees
- Employees defined at Clause 3.2 of this agreement.

### **1.4 Date and Period of Operation**

This Agreement will operate from date of certification and shall remain in place for a period of three years and thereafter in accordance with the *Industrial Relations Act 1999*.

## **PART 2 - PURPOSE OF AGREEMENT**

### **2.1 Objectives**

#### 2.1.1 *Commitment to Quality Care*

The parties to this Agreement are committed to the highest quality of care and services that provide for a holistic approach with continuity of care. This commitment is guided by but not limited to Residential Aged Care Accreditation Standards and the Australian Council of Healthcare Standards.

2.1.2 The parties are committed to Quality Nursing Care and this commitment is guided by the *Nursing Act 1992 (Qld)*.

- 2.1.3 Through this Agreement, the parties commit to developing and implementing strategies that are designed to recognise and achieve productivity and efficiency improvements in the workforce, and to enhance job satisfaction, career pathways, job security and remuneration, while aiming to provide the highest quality of service and support which will maximise each resident's/clients quality of life.
- 2.1.4 Through this agreement, the parties commit to developing strategies to address and reduce the frequency and amount of casual employment.
- 2.1.5 The parties to this agreement will collectively strive to achieve quality clinical outcomes for clients.
- 2.1.6 The purpose of this agreement is to achieve a stable industrial relations framework.

### **PART 3 - INTERPRETATION**

#### **3.1 Relationship Parent Awards**

3.1.1 This agreement shall be read in conjunction with the terms of the Parent Awards listed below, provided that where there is any inconsistency between this agreement and the Award, this agreement shall prevail to the extent of that inconsistency.

- Nurses' Aged Care Award – State 2005
- Nurses' Domiciliary Services - Award - State 2003

#### **3.2 Definitions**

##### *3.2.1 Classification of Employees*

The following definitions of classifications shall apply for the purposes of ascertaining duties and the appropriate level within which to determine rates of pay. These definitions are to be read in conjunction with the relevant generic level statements in the parent awards:

- (a) *Registered Nurse* shall mean an employee who holds and maintains valid registration and works in accordance with the Registration Standards, Codes and guidelines required by the Nursing and Midwifery Board of Australia (NMBA) for a Registered Nurse.
- (b) *Director of Nursing* shall mean the Registered Nurse Level 5 appointed as a Director of Nursing, who has charge of the nursing staff and who may also be required to supervise other staff (including domestic staff).
- (c) *Assistant Director of Nursing* shall mean a Registered Nurse level 4 appointed as an Assistant Director of Nursing who is placed in control of a section of an Aged Care residential facility and/or who may be required to act as or relieve a Director of Nursing as defined herein.
- (d) *Nurse Practitioner* shall mean a registered nurse appointed as such who is licensed to practice as a Nurse Practitioner.
- (e) *Nurse Practitioner Candidate* shall mean a Registered nurse appointed as such who is enrolled in an accredited university program leading to endorsement as a Nurse Practitioner.
- (f) *Registered Nurse Level 3* shall mean a Registered Nurse appointed as such and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of such areas of responsibility include management, research, education and clinical.
- (g) *Registered Nurse Level 2* shall mean a Registered Nurse, appointed as such, and whose input into more complex care needs provides support and direction to Registered Nurses and/or other personnel.
- (h) *Morning/Afternoon/Night Supervisor* shall mean a Registered Nurse, appointed as such, who is required to supervise an Aged Care residential facility during a period of morning, afternoon or night duty and as a consequence, is paid the appropriate allowance.

- (i) *Clinical Nurse Consultant* shall mean a Registered Nurse appointed as such who is responsible for the coordination of standards of care delivered in a specific resident/client area and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- (j) *Nurse Manager* shall mean a Registered Nurse appointed as such who is responsible for the management of human and material resources for a specified group of clinical units, and exercises responsibility in these matters greater than that of a Registered Nurse Level 2.
- (k) *Clinical Nurse* shall mean a registered nurse appointed as such, who identifies, selects implements and evaluates nursing interventions that have less predictable outcomes for a specific client population and functions in more complex situations, providing support and direction to a Registered nurse or other personnel.
- (l) *Nurse Educator* shall mean a Registered Nurse, appointed as such who is responsible for the assessment, planning, implementation and evaluation of nursing education and or staff development programs and exercising responsibility in these matters greater than that of a Registered Nurse Level 2.
- (m) *Hostel Supervisor* shall mean a Registered Nurse Level 3 or Level 4 appointed as a hostel supervisor who has operational responsibilities for a Hostel as defined herein. The level of the hostel supervisor shall be determined with reference to the Generic Level Statements to be used in conjunction with the hostel supervisor grading tool (when developed in accordance with the timeframe set out in 11.6.1 (Grading of Employees)).
- (n) *Enrolled Nurse* shall mean an employee who holds and maintain valid registration.
- (o) *Assistant Nurse* shall mean an employee who is required to assist in the performance of nursing duties under the supervision of a Registered Nurse.
- (p) *Trainee* shall mean an employee as defined in the Vocational Education, Training and Employment Act 2000 (Qld).

### 3.2.2 Types of Workplaces

- (a) *Workplace* shall mean the facilities from which the day to day activities of employees are coordinated.
- (b) *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. Aged Care Facility also incorporates short and long term respite, and day respite.
- (c) *Hostel* shall mean an Aged Care facility with low care bed allocations.
- (d) *Retirement Village* shall mean a premises not being a hostel or nursing home as previously defined, conducted or promoted as suitable for the use (exclusively or primarily) by elderly or retired persons pursuant to the Retirement Villages Act 1999.
- (e) *Respite Care* shall mean care not being an integral part of an Aged Care Residential Facility, Retirement Village or Private Residence where care is provided on a daily or occasional basis.
- (f) *Domiciliary nursing service* shall mean a Domiciliary nursing service operating within a specified geographical area.
- (g) *Community* shall mean any private residence or location where employees are required to deliver services.

### 3.2.3 General

- (a) *Accrued Day Off* shall mean an employee's accumulated time off under the 38 hour week.
- (b) *Aged Care* relates to the care of the elderly in a residential or community setting.
- (c) *QIRC* - Queensland Industrial Relations Commission
- (d) *AQF* is the Australian Qualification Framework

- (e) *Business Day* shall mean a day on which the major trading banks are open for ordinary business in Queensland excluding a Saturday, Sunday or public holiday.
- (f) *Continuous Shift Work* means continuous work done by an employee where the hours of work are regularly rotated over all shifts covering a 24 hour per day operation over a 7 day week.
- (g) *Day Work* means work performed in the community between the hours of 6.00 am and 8.00 pm and in the residential between the hours of 6.00 am and 6.00 pm.
- (h) *Employer/s* means the Western Downs Regional Council.
- (i) *QNU* - Queensland Nurses' Union of Employees.
- (j) *Salary sacrifice* 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 usually reducing the amount of tax paid by the employee on the income.

## **PART 4 - COMMUNICATION, CONSULTATION AND DISPUTE SETTLING PROCEDURES**

### **4.1 Decision Making**

- 4.1.1 The parties to this agreement recognise that staff in management positions have particular functions and responsibilities in accordance with their job descriptions.
- 4.1.2 The functions and responsibilities of staff management positions are one component of the totality of work undertaken.
- 4.1.3 Integral to the operations is the consultative structure and accordingly they are also integral to the function and responsibilities of employees in management positions.
- 4.1.4 The parties to this agreement agree that in order to increase workplace harmony and improve work practices, management should provide staff with detailed explanation of decisions, and that employees have a right to question decisions made by employees with management responsibilities, which directly or indirectly affect the employee.
- 4.1.5 Notwithstanding the above, and although consultation between management and staff shall take place, if consensus agreement can not be reached then Western Downs Regional Council reserves the right to implement organisational directives.

### **4.2 Consultation**

- 4.2.1 The parties are committed to on-going consultation at facility, regional and state level.

Western Downs Regional Council recognise that positive outcomes are more likely to be achieved through consultation and dialogue between the parties.

Nothing in this clause, impacts upon the rights and obligations of the parties in accordance with Grievance and Dispute Settlement Procedure.

The consultative process shall adhere to the following principles:

- Open and honest communication between the parties.
- A collaborative, problem-solving, interest based approach to issues raised by any of the parties;
- A culture of mutual respect between employees and management
- A culture of quality improvement

- 4.2.2 Facility Level

Mechanisms and consultative processes that are in place at facilities such as staff meetings should be utilised by employees and Managers to address issues as they arise

### **4.3 Workloads Management**

- 4.3.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads have.
- 4.3.2 To ensure that any excessive or unreasonable workloads are identified and resolved the following procedure applies:
- (a) In the first instance, a work area team representative should discuss the issue with the immediate supervisor.
  - (b) The team representative and the supervisor should identify the reason for the problem and possible solutions.
  - (c) The outcome of the discussions should be fed back to the team by the team representative and/or supervisor.
  - (d) The outcome and solutions should be recorded on the Workloads Report Form.
  - (e) If the measures implemented do not fix the problem the report should be forwarded to the Facility Manager for further action.
  - (f) The Facility Manager should complete the Report and provide a copy to the Work Area Team Representative advising of the appropriate remedies to the problem.
- 4.3.3 Workloads reports from Work Area Team representatives must be a permanent agenda item at all staff meetings. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of any workloads issues should be based on the following criteria including but not limited to:
- (i) Clinical assessment of residents' needs
  - (ii) The demand of the environment such as facility layout
  - (iii) Statutory obligation, (including, but not limited to, workplace health and safety legislation
  - (iv) The requirements of nurse regulatory legislation
  - (v) Reasonable workloads
  - (vi) Accreditation standards
- 4.3.4 If the issue is still unresolved, the employee/s may advance the matter through the grievance process commencing at clause 4.4.4

### **4.4 Grievance and Dispute Settling Procedures**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to single employee or to any number of employees.

- 4.4.1 Any employee or employees with a genuine grievance or complaint regarding any aspect of the employment of such employee/s shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- 4.4.2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s may elect to notify a union representative.
- 4.4.3 Should the grievance still be unresolved, the matter should then be referred to the Chief Executive Officer and a union representative.
- 4.4.4 If after the above steps the matter remains unresolved, the dispute may be referred to the Queensland Industrial Relations Commission for Conciliation and Arbitration.
- 4.4.5 While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.

4.4.6 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

4.4.7 The above procedures do not restrict Western Downs Regional Council or a union representative from making representation to each other.

## **PART 5 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **5.1 Contract of Employment**

5.1.1 Upon engagement Western Downs Regional Council shall provide each new employee (except a casual employee) with a written contract of employment which specifies:

- (a) An outline of the main duties of the position; and
- (b) The employee's regular hours of work and the employee's normal span of hours for ordinary duty; and
- (c) The employee's classification and rate of pay pursuant to this Agreement; and
- (d) The length of any probationary period which might apply and the final working date of any probation period.

5.1.2 An employee shall be engaged on one of the following basis:

- Full time (temporary or permanent)
- Part-time (as defined)
- Casual (as defined)
- Fixed term

#### *5.1.3 Full-time Employee*

A full time employee means an employee engaged by the week (38 hours) in accordance with the provisions of this agreement

#### *5.1.4 Part-time Employee*

(a) A part-time employee is an employee who:

- (i) is employed for a minimum of 16 hours per fortnight and a maximum of 76 ordinary hours per fortnight.
- (ii) is rostered to work a minimum of 3 hours on each shift, except where the work is in the community, the minimum payment will be for 2 hours ; and
- (iii) receives, on a proportionate basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

(b) At the time of engagement, Western Downs Regional Council and the employee will agree in writing on the minimum number of ordinary hours to be worked per fortnight.

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

(d) Where there is mutual written agreement between the employer and the employee, a part-time employee may work less than 16 hours per fortnight.

(e) Any amendment to the employee's normal work pattern will be in accordance with clause 7.1.8.

(f) All authorised overtime worked by a part-time employee, other than a part-time Registered Nurse level 4 or 5, in excess of their rostered ordinary hours of work outside the ordinary hours of their shift will be overtime and paid for at the rates prescribed in clause 7.4 - Overtime.

(g) 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 so worked shall be taken into account in the *pro rata* calculation of entitlements.

- (h) A part-time employee must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- (i) Where a public holiday falls on a day upon which an employee is normally engaged, the employee shall be paid the appropriate rate for the number of hours normally worked on that day.

#### 5.1.5 *Casual employment*

- (a) A casual employee is an employee who is engaged and paid by the hour, for fewer than 76 ordinary hours per fortnight.
- (b) Casual employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed for the class of work that they are engaged upon plus an additional loading of 23%, with a minimum payment as for 2 hours' work in respect of each engagement.
- (c) The casual loading shall not be compounded by penalties contained within this Agreement. Penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added on to the penalty rate of pay.

## 5.2 **Employment Issues**

- 5.2.1 Western Downs Regional Council preferred employment option is the maintenance of a predominantly full-time and part-time workforce. Where a casual employee over a 12 month period is employed for a minimum of, or an average of 16 hours per fortnight, that employee may apply to Western Downs Regional Council to transfer to permanent part time.
- 5.2.2 The parties agree that when casuals are employed with regularity of rostering over a 12 month period Western Downs Regional Council and employee may agree to the employee taking an approved period of unpaid leave.
- 5.2.3 Parties to this agreement acknowledge that certainty of employment is a key issue for both employers and employees.
- 5.2.4 Certainty of employment includes matters such as staff turnover, absenteeism, job security, consistency of hours and shifts.
- 5.2.5 Lack of certainty of employment can mean increased costs to employers and discontent amongst employees.
- 5.2.6 The parties to this Agreement therefore will undertake the following measures in an attempt to ensure greater certainty of employment.
- 5.2.7 Data will be collected on issues associated with certainty of employment including the following:
  - (a) Staff Turnover Rates
  - (b) Absenteeism rates and reasons for absenteeism
  - (c) Proportions of full time, part time and casual staff
  - (d) Employees reasons for terminating their employment
- 5.2.8 The parties to this Agreement shall discuss and analyse the data collected above.
- 5.2.9 The parties to this Agreement shall develop and trial specific strategies to improve certainty of employment at the workplace.

## 5.3 **Trainees**

- 5.3.1 Existing workers shall not be replaced or have their hours reduced as a result of the employment of trainees.
- 5.3.2 Rates of pay for trainees shall be in accordance with the Schedule 1 of this agreement.
- 5.3.3 Those trainees who successfully complete the Approved Training Scheme shall receive the appropriate rate of pay under the Agreement or remain on the pay level prescribed in clause 5.3.2 whichever is the higher until a subsequent increment becomes due.
- 5.3.4 Where an existing employee converts to a Traineeship under this agreement, such employee shall not be disadvantaged in relation to wages and conditions when compared to their level under this agreement.

- 5.3.5 On completion of the Traineeship, those existing workers who participated in the Traineeship arrangement shall, as a minimum, retain their previous employment status and conditions.
- 5.3.6 Notwithstanding clause 5.3.5, an existing employee will advance to an employment level commensurate with the employee's AQF qualification only when a vacancy occurs to a position assigned to that level, except in the case of certificate III, the holder of which will advance to the employment level specified in clause 6.3.1.
- 5.3.7 Trainees undertaking school based traineeships are excluded from this clause.
- 5.3.8 "Training Contract" means an agreement made subject to the *Vocational Education, Training and Employment Act 2000 (Qld)* between Western Downs Regional Council and the Trainee for a Traineeship and which is registered with the Training Recognition Council or under the provisions of the appropriate State or Territory legislation. A Training Contract shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.
- 5.3.9 A Trainee shall be engaged for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period as approved by the Training Recognition Council which may be reduced or extended by the Training Recognition Council on application by Western Downs Regional Council or Trainee. By agreement in writing, Western Downs Regional Council and the Trainee may amend the duration of the Traineeship and the extent of Approved Training provided that any agreement to amend is in accordance with the relevant Traineeship Scheme. Where the Trainee completes the minimum training requirements of the Traineeship earlier than the time specified in the Training Contract then the Traineeship may be concluded by in accordance with the provisions of the *Vocational Education, Training and Employment Act 2000 (Qld)*.
- 5.3.10 The Trainee is permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Contract.
- 5.3.11 Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of any relevant Award or Agreement or any other legislative entitlements.

#### **5.4 Anti-Discrimination**

- 5.4.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination, as defined by the Anti-Discrimination Act 1991 and the *Queensland Industrial Relations Act 1999* as amended from time to time, which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 5.4.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 4.5, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 5.4.3 Under the *Anti-Discrimination Act 1991 (Qld)* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4.4 Nothing in clause 5.4 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the Anti-Discrimination Act 1991;
  - (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.
  - (c) The exemptions in ss. 291(3)(a) and (b) of the Act

#### **5.5 Termination of employment**

- 5.5.1 *Statement of employment*

Western Downs Regional Council shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee. (See also clause 6.5.4)

5.5.2 *Termination by Western Downs Regional Council*

- (a) Western Downs Regional Council may dismiss an employee only if the employee has been given the following notice:

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

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

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

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

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

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

- (f) A casual employee will be entitled to one hour's notice.

- (g) Annual leave shall not be deemed to form part of the notice period for the purpose of this provision.

5.5.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be two weeks or forfeiture of wages in lieu thereof except in the case of a casual employee when such notice shall be one hour. Provided that the required notice period may be reduced by mutual agreement between the employer and the employee.

5.5.4 *Time off during notice period*

During the period of notice of termination given by Western Downs Regional Council, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with Western Downs Regional Council.

**5.6 Introduction of changes**

5.6.1 *Western Downs Regional Council's duty to notify*

- (a) Where Western Downs Regional Council decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, Western Downs Regional

Council shall notify the employees who may be affected by the proposed changes and, where relevant, their Union.

- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of Western Downs Regional Council workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 5.6.2 *Employer's duty to consult over change*

- (a) Western Downs Regional Council shall consult the employees affected and, where relevant, their Union about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Western Downs Regional Council intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 5.6.1.
- (c) For the purpose of such consultation Western Downs Regional Council shall provide in writing to the employees concerned and, where relevant, their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to Western Downs Regional Council's interests.

## 5.7 **Redundancy**

### 5.7.1 *Consultation before terminations*

- (a) Where Western Downs Regional Council decides that Western Downs Regional Council no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, Western Downs Regional Council shall consult the employee directly affected and where relevant, their Union.
- (b) The consultation shall take place as soon as it is practicable after Western Downs Regional Council has made a decision, which will invoke the provisions of clause 5.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation Western Downs Regional Council shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to Western Downs Regional Council's interests.

### 5.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 5.7.1(a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 5.5.
- (b) Western Downs Regional Council may, at Western Downs Regional Council's option, make payment in lieu thereof of an amount equal to the difference between the former amounts Western Downs Regional Council would have been liable to pay and the new lower amount Western Downs Regional Council is liable to pay the employee for the number of weeks of notice still owing.

- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee’s employment contract.

5.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Agreement transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 5.7.3, ‘business’ includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and ‘transmission’ includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and ‘transmitted’ has a corresponding meaning.

5.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 5.7.1, the employee shall be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Western Downs Regional Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

5.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 5.7.1, Western Downs Regional Council shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

5.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 5.5.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 5.7.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks’ pay)
Less than 1 year .....	nil
1 year but not more than 2 years .....	4
More than 2 years but not more than 3 years .....	6
More than 3 years but not more than 4 years .....	7
More than 4 years but not more than 5 years .....	8
More than 5 years but not more than 6 years .....	9
More than 6 years but not more than 7 years .....	10
More than 7 years but not more than 8 years .....	11
More than 8 years but not more than 9 years .....	12
More than 9 years but not more than 10 years .....	13
More than 10 years but not more than 11 years .....	14

More than 11 years but not more than 12 years .....	15
More than 12 years .....	16

(b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 5.7.7 *Superannuation benefits*

Western Downs Regional Council may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) Western Downs Regional Council has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 5.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 5.7.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with Western Downs Regional Council until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 5.7.9 *Alternative employment*

Western Downs Regional Council, in a particular case, may make application to the Commission to have the general severance pay prescription amended if Western Downs Regional Council obtains acceptable alternative employment for an employee.

#### 5.7.10 *Employees with less than one year's service*

Clause 5.5 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 5.7.11 *Employees exempted*

Clause 5.7 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to casual employees.

#### 5.7.12 *Employers exempted*

(a) Subject to an order of the Commission, in a particular redundancy case, clause 5.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

(b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

### 5.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 5.7.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 5.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

### 5.7.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of Western Downs Regional Council's incapacity to pay.

## **PART 6 - WAGES AND WAGE RELATED MATTERS**

### **6.1 Wage Increases**

6.1.1 The rates of pay for all employees covered by this Agreement shall be increased as follows:

- (a) From the first full pay period on or after 1 July 2011 – 3.0%
- (b) From the first full pay period on or after 1 July 2012 – 3.25%
- (c) From the first full pay period on or after 1 July 2013 – 3.25%

6.1.2 Wage increases for each classification are set out in Schedule 2 of this Agreement.

### **6.2 Progression within Classifications**

#### 6.2.1 Full-time Employees

Full-time employees shall progress to the next pay point upon completion of 1976 hours of service.

#### 6.2.2 *Part-time Employees*

Part-time employees who have completed 1200 ordinary hours and have been employed for a minimum period of 12 months on that pay point will advance to the next pay point within that classification level.

#### 6.2.3 *Casual Employees*

- (a) Casual employees who have been employed on a continuous basis with Western Downs Regional Council and have completed 1200 ordinary hours and have been employed for a minimum period of 12 months on that pay point will advance to the next pay point with that classification level.
- (b) For the purposes of this clause, continuous service for a casual employees means that not more than 3 months has passed between one employment engagement and the next.

### **6.3 Progression and Advancement**

#### *6.3.1 Assistant Nurse*

- (a) An Assistant Nurse possessing a Certificate III in Aged Care and 12 calendar months experience shall be appointed to at least Assistant Nurse Level 2.1
- (b) An Assistant Nurse will only move to Level 3 by appointment and in accordance with criteria set out at schedule 2.
- (c) Western Downs Regional Council will audit and report through the consultative processes established under this agreement, Assistant Nurse Level 3 numbers at the commencement of this agreement and every six months thereafter.

#### *6.3.2 Enrolled Nurse*

An Enrolled Nurse possessing an unrestricted licence and possessing 12 calendar months' experience shall be appointed to at least Enrolled Nurse Level 2.1. Progression to further annual increments shall occur at 12 month intervals in accordance with Schedule 1.

#### *6.3.3 Registered Nurse Level 2 – Community*

A registered nurse working in the community sector shall be classified as a Registered Nurse Level 2.

### **6.4 Special or Higher Duties**

Where an employee is performing duties or relieving another employee, for which a higher rate of pay is prescribed in this agreement, and the duration of relieving work is one week (5 working days) or more, the relieving employee will be paid the higher rate for the duration of the relieving duty.

### **6.5 Total Experience to Count**

- 6.5.1 For the purpose of determining the rate of wages payable, an employee shall be given credit for all previous continuous nursing service: Provided that previous nursing service shall include time spent as a nursing employee in obtaining additional nursing certificates other than the General Nursing Certificate:
- 6.5.2 Provided also that time worked in an 'acting' capacity shall also be regarded as previous nursing service for the purposes of determining the applicable rate of wages upon permanent appointment to the classification attaching to the work performed in such "acting" capacity.
- 6.5.3 In calculating continuous nursing service for the purposes of this clause, any period of service (other than time spent as a nursing employee on full pay in obtaining additional nursing certificates) prior to an absence of over 5 years from nursing duties covered by a relevant nursing Award shall not be taken into account. 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.
- 6.5.4 On termination of employment each employee shall be given a certificate signed by Western Downs Regional Council setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in pay point and in the instance of part-time and casual employees, the total hours worked:
- 6.5.5 Provided further that the onus of proof of previous experience shall be upon the employee.
- 6.5.6 Any employee unable to provide proof of previous experience within four weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to Western Downs Regional Council or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within four weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to Western Downs Regional Council and only then will the higher rate become payable from the date supplied.
- 6.5.7 Subject to proof of previous experience being provided within four weeks, Western Downs Regional Council will adjust previous payments back to the date of commencement.

## 6.6 Salary Sacrifice

The parties agree to salary sacrificing where agreed between Western Downs Regional Council and the employee. An employer may introduce remuneration packaging in respect of salary (including any negotiated salary allowable) and the terms and conditions of such a package shall not be less favourable than the entitlement otherwise available under this agreement.

## 6.7 Payment of Wages

6.7.1 Wages will be paid fortnightly by electronic funds transfer into an account nominated by the employee.

6.7.2 Wages shall be paid no later than two business days after the completion of the fortnight.

6.7.3 *Where it is identified and agreed, an employee who is overpaid shall have the overpayment reimbursed in accordance with s 396 of the IR Act 1999.*

6.7.4 Western Downs Regional Council shall provide all employees with pay advice in accordance with the *Industrial Relations Act 1999* and in addition shall include the employee's sick leave balance.

## 6.8 Allowances

### 6.8.1 Uniform & Laundry Allowance

(a) If uniforms are a requirement of the workplace, uniforms of good quality should be provided free of charge to employees who are required to wear uniforms or, in lieu thereof, an allowance of \$300.00 per annum.

(b) Uniforms shall be laundered at the expense of Western Downs Regional Council or a flat allowance of \$5.00 per fortnight for full-time employees or pro-rata shall be paid on each engagement. In the event of it becoming necessary to wear overcoats, such overcoats shall be provided by Western Downs Regional Council free of charge.

(c) Part-time and casual employees are entitled to laundry and uniform allowances on a *pro rata* basis of 50 cents per engagement basis to a maximum of 10 engagements per fortnight.

### 6.8.2 Vehicle Allowance

Where an employee is required to use their own motor vehicle in the conduct of Western Downs Regional Council operations the employee shall be paid an allowance as stipulated by the Australian Taxation Office per Kilometre in respect of the actual distance so travelled by the vehicle.

### 6.8.3 Fares and Travelling Expenses

Where an employee is directed by Western Downs Regional Council to work at a city or town other than their usual place of employment, Western Downs Regional Council shall provide the necessary transport. Upon presentation of a relevant tax invoice or receipt, the employee shall also be granted a refund of reasonable and necessary additional expenses actually incurred.

Provided that any employee transferred from one centre to another shall be granted fares and expenses in accordance with this clause whilst travelling to their new centre.

### 6.8.4 Morning/Afternoon/Night Supervisor Allowance

(a) A Registered Nurse who is required to perform the duties of Morning/Afternoon/Night Supervisor is to be paid an additional amount of \$11.00 per shift. For the purposes of clause 6.8.4 the role of supervisor is defined as a requirement to perform duties that are additional to duties that would normally be required to be performed and would not be performed by the Registered Nurse if a more senior Registered Nurse was on the premises and the more senior nurse would normally perform such duties.

(b) An Enrolled Nurse who performs additional duties of a non-clinical supervisory nature in the absence of a more senior supervisory employee shall receive is to be paid an additional amount of \$10.00 per shift. For the purposes of clause 6.8.4 the role of supervisor is defined as a requirement to perform duties that are additional to duties that would normally be required to be performed and would not be performed by the

Enrolled Nurse if a more senior Registered Nurse was on the premises and the more senior nurse would normally perform such duties.

#### 6.8.5 *Part-Time and Casual Employee Pro rata Allowance Entitlement*

Part-time and casual employees shall be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to 76 hours in any fortnight. This clause does not relate to uniform and laundry allowance where *pro rata* is calculated differently.

#### 6.8.6 *Qualification Allowance*

- (a) A **continuing education credential** is a Graduate Certificate, Graduate Diploma, a credential of equivalent value recognised by Western Downs Regional Council; or, a second degree, each being in a field relevant to the employee's current position.
- (b) A **continuing education advanced credential** is a Masters or PhD degree in a field relevant to the employee's current position.
- (c) A continuing education credential or advanced credential must a university based or another credential of equivalent value specifically approved by Western Downs regional Council.
- (d) Upon acceptance by Western Downs Regional Council of a Registered Nurse's continuing education credential or advanced credential in accordance with this clause, and the Registered Nurse is engaged in a position to the duties of which the credential is accepted by Western Downs Regional Council to be directly relevant to the skills and competencies being used, the Registered Nurse shall be entitled to payment of the following allowance:

Allowance	From 1 <sup>st</sup> period to commence on or after 1 <sup>st</sup> July 2011	From 1 <sup>st</sup> period to commence on or after 1 <sup>st</sup> July 2012	From 1 <sup>st</sup> period to commence on or after 1 <sup>st</sup> July 2013
Continuing Education Credential	\$34.15	\$35.25	\$36.40
Continuing Education Advanced Credential	\$62.50	\$64.53	\$66.65

- (e) Subject to 6.8.6 (d), entitlements under clause 6.8.6 accrue from the date on which the holding of the continuing education credential or advanced credential is accepted by Western Downs Regional Council to be directly relevant to the skills and competencies being used for the duties of the employee's position.
- (f) An allowance payable under clause 6.8.6 (d) shall be discontinued with effect from:
- (i.) the date of commencement of employment to a position at a higher classification
  - (ii.) the date that Western Downs Regional Council notifies the employee entitled to the allowance that Western Downs Regional Council has ceased to accept that the holding of the credential or advanced credential is directly relevant to the skills and competencies being used for the duties of the employee's position.
- (g) No employee shall be entitled to hold at any one time more than one allowance under clause 6.8.6.
- (h) An employee aggrieved by a decision made under clause 6.8.6 may follow the grievance procedure in clause 4.5.

## 6.9 Superannuation

- 6.9.1 In addition to all other entitlements, employees covered by this agreement, irrespective of their age, shall be entitled to a minimum Superannuation contribution in accordance with the *Superannuation Guarantee Act 1992*.
- 6.9.2 Contributions will be made into one of the following funds at the election of the employee:
- HESTA
  - LG Superannuation Fund

6.9.3 For the purpose of this clause, “ordinary time earnings” is defined in accordance with the *Superannuation Guarantee Act 1992*.

6.9.4 The Council shall contribute 9% of the employee ordinary time earnings for the first 12 months of continuous service for an employee or the Council and the employee can agree that the Council shall contribute 12% of the employee’s ordinary time earnings and the employee shall contribute 6% of their ordinary time earnings.

In respect to an employee who has in excess of 12 months continuous with the Council, the Council shall contribute 12% of the employee’s ordinary time earnings and the employee shall contribute 6% of their ordinary time earnings.

6.9.4 Contributions will be made for all employees, irrespective of age. Such contributions will be made at least as frequently as once per month.

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.

6.9.5 The employer and employee may agree to the employee salary sacrificing further superannuation contributions. In such cases the employer contribution shall be based on the amount the employee would have received had there been no salary sacrifice.

In addition to any other arrangement, the employee may elect to make further contributions.

## **PART 7 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND WEEKEND WORK**

### **7.1 Ordinary Hours of Work (other than Level 4 and Level 5 Registered Nurses)**

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 (the work cycle) or;
- (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 (the work cycle).

7.1.2 The employees and Western Downs Regional Council may agree to implement the 38 hour week for individual employees, groups or sections of employees concerned on any of the following basis:

- (a) By rostering employees off on various days of the week during a particular work cycle so that each employee has one work day off during that cycle; or
- (b) Employees working more or less than 8 ordinary hours on one or more days in each work cycle; or
- (c) By fixing one or more days on which all employees will be off during a particular work cycle.

7.1.3 The ordinary hours of work prescribed herein shall be worked continuously unless in accordance with clause 7.1.10 and shall not exceed 10 hours in any one day, provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of Western Downs Regional Council and the majority of employees concerned.

7.1.4 In consultation with employees, the ordinary hours of work as provided for in clause 7.1.1 above may 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:

Provided that such rosters shall be drawn up in consultation with employees taking into consideration equity and any special needs the employees may have and provide adequate rest periods and rest days:

Provided further, that unless otherwise agreed between Western Downs Regional Council and the employee, an employee’s usual starting and finishing times shall not be altered except upon receipt of seven days notice.

7.1.5 Notwithstanding the consultative procedure outlined herein, in the event of a dispute or difficulty arising over a roster, then the matter should be dealt with according to the grievance prevention and settlement of disputes procedure.

7.1.6 Employees working the hours prescribed by subclause 7.1.1 shall be allowed 4 rest days during each fortnight. Each rest day shall consist of a continuous period of 24 hours, which where practicable shall be from midnight to midnight.

7.1.7 An employee's roster may provide for any one of the following combination of days free from rostered work in each fortnight, two periods comprising 2 days each or 3 consecutive days and 1 stand alone day, or one period of 4 consecutive days:

Provided any one of these combinations may be varied to enable 2 single days free from rostered work if requested in writing by mutual written agreement between the employee and employer:

Provided further that where agreement under clause 7.1.3 has been reached, employees shall be allowed additional rest days in accordance with the rostered hours of duty for the particular fortnight.

#### 7.1.8 Rosters

(a) A fortnightly roster setting out the employees' periods of duty and the starting and finishing times of such periods shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each fortnight:

Provided that 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.

(b) Unless Western Downs Regional Council otherwise agrees, an employee desiring to change roster shall give Western Downs Regional Council 7 days notice of the desired roster change except where the employee is ill or in an emergency.

#### 7.1.9 Clarification of Starting and Finishing Times

Employees are required to observe the nominated starting and finishing times for the work day and be prepared to start and finish work at this time. Employees should observe their designated break period including the start and finish times of that break to maximise available time.

#### 7.1.10 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 only be worked over two periods, and shall be worked within a spread of 12 hours, of two equal duty periods of 4 hours each, or a period of 5 hours and 3 hours.

(b) Broken duty periods shall only be worked where there is mutual agreement between Western Downs Regional Council and the employee. Where broken duty periods are a regular feature of staff rosters, the QNU and the Western Downs Regional Council must be notified.

#### 7.1.11 Ten Hour Break Between Duty Periods

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

- (i) To permit changes of duty rosters;
- (ii) In any other case agreed upon by the employee and Western Downs Regional Council.

(b) Where agreement has been reached between Western Downs Regional Council and the employee to reduce the 10 hour break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.

#### 7.1.12 No Schedule of Hours - Directors of Nursing and Assistant Directors of Nursing

(a) Directors of Nursing and Assistant Directors of Nursing are not subject to the limitation of hours as outlined in this Agreement. Directors of Nursing and Assistant Directors of Nursing perform such hours as may, from time to time, be reasonably required.

(b) It is recognised that Directors of Nursing, Assistant Directors of Nursing should work hours which:

- (i) Are not set by a static roster for starting and finishing times;
  - (ii) May include broken periods of work; and
  - (iii) Allow for regular relief from the workplace for 2 days per week, and annual leave.
- (c) The “usual” hours of work for Director of Nursing and Assistant Director of Nursing positions are an average of 38 hours per week, 76 hours per fortnight or 152 hours in a 4 week period.
- (d) However, in order to perform the job effectively, the employee may be required to work additional hours as appropriate.
- (e) By the nature of this arrangement, it infers flexibility in the performance of work. This flexibility includes the option of available time off at mutually convenient times. This can be in the form of time off during the week (for example an afternoon off)
- (f) The arrangement that applies in each centre should be clearly documented and be mindful of such issues as provision of services, flexibility for the Director of Nursing or Assistant Director of Nursing to have uninterrupted time free from duty and rostering of relievers. The period over which the hours are averaged is a matter for mutual agreement on a case by case basis.
- (g) The salary specified in the Agreement is deemed to cover payment for the overall performance of the job and overtime will not be payable.
- (h) Level 4 and 5 Registered Nurses will have ongoing discussions with their immediate supervisors to ensure flexible working arrangements are maintained with due regard to individual circumstances and workplace requirements.

## **7.2 Meal Breaks**

- 7.2.1 Where an employee is rostered to work at least 6 hours, on any one day, a meal break of no less than 30 minutes shall be available between the fourth and sixth hours after commencement of duty, and thereafter at intervals of no more than 6 hours.
- 7.2.2 Notwithstanding the above, the timing and duration of the meal break can be varied on any day by agreement between Western Downs Regional Council and employee.
- 7.2.3 All work performed during the ordinary meal break shall be paid for at the rate of double time, and the rate of double time shall continue to be paid until the meal break is taken and for which meal break no deduction of pay shall be made.
- 7.2.4 *Meal Breaks — Employees on Duty*
- (a) The meal break for nurses on duty shall be taken at a time not to affect the continuity of work.
  - (b) Where an employee is directed to remain on the premises due to operational needs (this requirement should be in writing) during the meal break, whilst engaged on duty, the employee shall be paid an allowance of \$10.00 per shift. Should the employee’s meal break be interrupted by work or enquiries pertaining to work, then the meal break should be paid at the appropriate overtime rate.

## **7.3 Rest Pauses**

- 7.3.1 Full-time employees are entitled to 10 minute paid rest pauses in the first and second half of daily work. Rest pauses shall be taken at a time that does not interfere with the continuity of work. Western Downs Regional Council shall supply tea and coffee for the employees.
- 7.3.2 Part-time and Casual Employees - A part-time or casual employee is entitled to the same rest pauses as a full-time employee unless the employee works less than 6.5 hours in one engagement. If the employee works less than 6.5 hours then they are entitled to one paid rest pause after 3 hours of continuous duty.
- 7.3.3 Combining Rest Pauses - Notwithstanding the above, and by management discretion, Western Downs Regional Council may combine the period of the two rest pauses to provide one 20 minute rest pause. In the case of the morning duty, it is taken in the first half of the duty period. Combined rest pauses shall be taken at times that will not interfere with the continuity of work, and tea and coffee shall be supplied by Western Downs Regional Council to employees:

However the ability to combine rest pauses is not available to employees working more than 8 ordinary hours.

## **7.4 Overtime**

### *7.4.1 Payment for Working Overtime*

- (a) Clause 7.4 does not apply to Registered Nurse Level 4 and Registered Nurse Level 5.
- (b) For all authorised overtime worked by an employee, in excess of their rostered ordinary hours of work, or outside the ordinary hours of their shift Monday to Saturday inclusive, payment shall be made at the rate of time and a half for the first three hours and double time thereafter.
- (c) For all authorised overtime worked by an employee on a Sunday, payment shall be made at the rate of double time.
- (d) For all authorised overtime worked by an employee on a public holiday, payment shall be made at the rate of double time and a half.
- (e) An employee who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at Western Downs Regional Council's expense, or be paid \$10.00 in lieu thereof after more than two hours or after more than one hour if overtime continues beyond 6.00 pm in addition to overtime payment for the time worked.
- (f) Without limiting any other provision of this clause or clause 7.2 (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.

### *7.4.2 Time Off in Lieu*

- (a) Subject to mutual agreement in writing between Western Downs Regional Council and the employee, an employee may be compensated for working over time in lieu of payment for such work by being allowed time off work at the following rate:
  - (i) The first 3 hours of overtime in any one fortnight may be taken as the rate of time worked for time taken.
  - (ii) Any period in excess of 3 hours overtime in any one fortnight may be taken off at a rate equivalent to the prescribed overtime penalty.
  - (iii) Should overtime in excess of 3 hours be consecutively worked on any one engagement, such overtime shall be taken or paid at the rate of double time.
  - (iv) An employee shall be required to clear accumulated time off in lieu within three months of the over time being worked. The employee shall be paid for the overtime worked at the appropriate overtime rate in the following instances:
    - (A) Where Western Downs Regional Council is unable to release the employee;
    - (B) At the time of termination by either party under any circumstances.
- (b) Subject to prior approval by Western Downs Regional Council, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clauses 7.4.2(a)(i) and 7.4.2(a)(ii).
- (c) Western Downs Regional Council shall pay the employee's salary as if the employee worked ordinary hours during such time off.
- (d) Where an employee takes time off in accordance with 7.4.2 above Western Downs Regional Council shall offer the employee reasonable opportunities to make up the period of time off in accordance with this clause within four weeks of the time off being taken:

Provided that where the employee has been offered reasonable opportunities to make up the period of time off, and does not make up the time off, Western Downs Regional Council may reduce the pay of the

employee by the amount of such time off taken in accordance with 6.7.3, and after having first advised the employee in writing at least 14 days prior to the reduction.

#### 7.4.3 *Overtime - Ten Hour Break between Duty Periods*

- (a) An employee who works so much overtime between the termination of his/her ordinary work on the one day and the commencement of his/her ordinary work on the next day that he/she has not at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his/her employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she shall be paid double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- (b) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker or continuous shift worker does not report for duty; or
  - (iii) where a shift is worked by arrangement between employees.

#### 7.4.4 *On Call - All Employees except Registered Nurses Levels 4 and 5*

- (a) The provisions hereunder apply to employees who are rostered to be on call.
- (b) On call rosters shall be arranged in a way that is fair to all employees and has regard to fatigue management.
- (c) An employee who has a written direction to be on call shall receive an additional amount as follows:
  - (i) *Monday - Friday*  
 \$25 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*  
 \$30 for each 24 hour period or part thereof when the on-call period is on a Saturday.
  - (iii) *Sunday, Public Holidays Or A Day When The Employee Is Rostered Off Duty*  
 \$40 for each 24 hour period or part thereof when the on-call period is when the employee is on an accrued or rostered day off duty.
- (d) Payment shall be calculated by reference to that allowance specified in 7.4.4(b) applicable to the calendar day on which the major portion of the on-call period falls.
- (e) If an employee rostered to be on call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in 7.4.4(b). A minimum payment of three hours at the appropriate overtime rate shall be paid, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work for three hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.
- (f) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.
- (g) Provided that where an employee is required to work within three hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the aged care facility, or shall be refunded the cost of such transport.
- (h) An employee placed 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. This sub-clause should not prevent the provision by

employers of electronic or other devices by which the employee could be contacted as an alternative to being stationed at an agreed place.

- (i) The provision of subclause 7.1.11 shall not apply when an employee has actually worked under clauses 7.4.4 (d), 7.4.5 (b) and 7.4.6 (b) for a combined period of less than two hours.

#### **7.4.6 Recall - All Employees except Registered Nurses Levels 4 and 5**

- (a) The following provisions shall apply to employees who are not rostered to be on call, but who are recalled to work.
- (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) Provided that where an employee is recalled within three hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.
- (d) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for three hours if the work for which the employee was recalled and any associated duty is completed within a shorter period.
- (e) 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:
- (f) 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 be provided with transport from the employee's home to the workplace or shall be refunded the cost of such transport.
- (g) The provision of subclause 7.1.11 shall not apply when an employee has actually worked under clauses 7.4.4 (d), 7.4.5 (b) and 7.4.6 (b) for a combined period of less than two hours.

### **7.5 Afternoon and Night Shifts — Extra Payment other than Registered Nurses Level 4 and Level 5**

#### **7.5.1 Afternoon Shift — Extra Payment**

- (a) For the purpose of this clause an afternoon shift is a shift other than a night shift as defined in clause 7.5.2, commencing at or after 12 midday.
- (b) Afternoon shift workers shall be paid an allowance of 12.5% for each shift of ordinary hours.

#### **7.5.2 Night Shift — Extra 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) Night shift workers shall be paid an additional 15% for each shift of ordinary hours.

### **7.6 Weekend Work — Extra Payment**

- (a) All rostered time worked between midnight Friday and midnight Saturday shall be paid for at the rate of time and one half.
- (b) All rostered time worked between midnight Saturday and midnight Sunday shall be paid at the rate of time and three quarters.
- (c) Provided that extra payment for weekend work shall not apply to registered nurses levels 4 and 5.

## **PART 8 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **8.1 Annual Leave**

#### **8.1.1 Annual Leave Entitlement**

- (a) Every full-time and part-time employee shall for each calendar year of employment, be entitled to annual leave on full pay as follows:
  - (i) Continuous shift workers will get an extra week to make 6 weeks annual leave.
  - (ii) Not less than five weeks in any other case.
- (b) An employee whose employment is terminated prior to the expiration of a full year of employment shall be entitled to a *pro rata* equivalent of annual leave as provided for above.

#### 8.1.2 Notice of Annual Leave

- (a) Unless otherwise agreed between Western Downs Regional Council and employee, at least four (4) weeks notice prior to the time which the annual leave is to commence, will be given.
- (b) All annual leave shall be taken at a time to suit Western Downs Regional Council, but in exercising its discretion, Western Downs Regional Council shall give reasonable consideration to the preference of the employee.

#### 8.1.3 Leave May be Taken in Parts

- (a) Annual leave, by mutual agreement between Western Downs Regional Council and employee, may be taken in one or more parts of not less than one (1) weeks duration.
- (b) However, up to one (1) week of each years annual leave entitlement may be taken daily. Unless otherwise agreed between Western Downs Regional Council and employee, at least seven (7) days notice of daily leave shall be given.
- (c) Where an employee is proceeding to annual leave of more than one (1) weeks duration a leave notification form must be completed 4 weeks prior to the commencement of their annual leave. The annual leave notification will have a payment request stating whether payment is to occur prior to annual leave or during the normal pay periods.
- (d) Should no notification of annual leave requesting prior payment be received within the time frame stated in 8.1.3(a) then Western Downs Regional Council will pay annual leave in accordance with the normal pay period cycles.
- (e) Unless otherwise agreed between Western Downs Regional Council 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.

#### 8.1.5 Calculation of Annual Holiday Pay

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

- (a) The employee's ordinary wage rate, as prescribed in this agreement, for the period of the annual leave (including shift premiums and weekend penalty rates), plus night supervisory allowance, if applicable; plus uniform allowance or in addition to their ordinary pay an additional annual leave loading of fourteen percent of ordinary time whichever is the greatest.
- (c) A part-time employee's weekly hours, for the calculation of annual leave payment, shall be in the same proportion as the average number of hours worked per week during the employee's year of employment.
- (d) All entitlements for annual leave, including accrued leave, shall be credited on the basis of a 38 hour week and rates of pay applicable to such leave shall be calculated on the basis of a 38 hour divisor.

#### 8.1.6 Accrual of Annual Leave

Should an employee have not taken annual leave as it falls due from time to time, such annual leave, by mutual arrangement, may be accrued for a period not exceeding two years, except in exceptional circumstances where written agreement may be reached between Western Downs Regional Council and employee for the employee to accrue leave for more than 2 years.

### 8.1.7 Qualification for 6 weeks leave

#### (a) Definition - Continuous Shift Work

Where work is performed in three shifts per day over 24 hours per day, over seven days per week, it shall be known as continuous shift work. An employee working shifts over a 12 month period in rotation allocated by Western Downs Regional Council covering morning, afternoon and night shifts as part of that continuous shift work roster shall be deemed to be a continuous shift worker.

#### (b) 12 months on Continuous Shift Work

If a continuous shift worker has worked at least twenty rostered shifts on each of the three types of shift (ie. morning, afternoon and night shifts as defined in the Agreement during a twelve month period from the anniversary date of their employment and has made themselves available for rostering on all of the three types of shift to Western Downs Regional Council over such period or since such date, such employee shall be entitled to an additional 38 hours paid annual holiday for each twelve month period in which an employee has so worked.

The mere availability for continuous shift work shall not entitle an employee to additional annual leave.

#### (c) Non-Continuous Shift work

Where an employee has worked on only one or two of such type of shifts during the period of 12 months referred to such an employee shall not be regarded as a continuous shift worker for the purposes of this clause.

#### (d) Less than 12 months continuous shift work completed

An employee who is not a continuous shift worker in terms of the above, but who has worked as a continuous shift worker for portion of the 12 months prior to taking annual leave, or who, having worked as a continuous shift worker resigns before the completion of 12 months service, shall be entitled to additional annual leave on a *pro rata* basis in respect of the period of work performed as a continuous shift worker, on the following terms:

Provided that the following minimum number of each of the three types of shift have been worked:

- (i) up to and including three months service, no entitlement;
- (ii) from three months and up to but not including 6 months service - 5 of each shift to be worked;
- (iii) from 6 months and up to but not including 9 months service - 10 of each shift to be worked;
- (iv) from 9 months and up to but not including 12 months service - 15 of each shift to be worked.

#### (e) Part-time employee's entitlement after 12 months continuous shift work

A part-time employee shall be entitled to additional leave on a *pro rata* basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the three types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

[example, an employee employed for 24 hours per week who has worked all three types shift over the twelve months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

#### (f) Part-time employee entitlement if less than 12 months continuous shift work completed

A part-time employee who is deemed to be a continuous shift worker for less than 12 months in terms of clause 8.1.7(e) shall accrue additional annual leave on a *pro rata* basis provided that *pro rata* of the minimum of each shift as prescribed in clause 8.1.7 (d) has been worked.

[example, an employee employed for 24 hours per week who resigns after seven months service qualifies for additional leave if at least 6 of each type of shift has been worked (10\*24/38)]

### 8.1.8 *Cashing Out of Annual Leave*

Employees may, with the agreement of Western Downs Regional Council, elect to cash out their annual leave entitlements, provided:

- (a) the employee has at least 6 weeks or more leave accrued at the time of application (or the pro-rata equivalent for part-time employees);
- (b) a request to cash out annual leave must be submitted in writing;
- (c) a minimum of 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 weeks (or the pro-rata equivalent for part-time employees), which leave must be taken at an agreed time in accordance with clause 8.1 'Annual Leave';
- (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) Western Downs Regional Council must not attempt to influence or pressure an employee to elect to cash out a period of annual leave.

## 8.2 **Public Holidays**

8.2.1 All work completed by a full-time or part-time employee on:

- New Year's Day (1 January)
- Australia Day (26 January)
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- Birthday of the Sovereign (the second Monday in June)
- Show Day
- Boxing Day (26 December)

or any Gazetted day appointed under the Holidays Act 1983, to be kept in place of any such holiday, shall be paid for at the rate of time and a-half.

8.2.2 In the case the following holidays:

- Labour Day
  - Christmas Day
  - Easter Saturday (in the case of employees regularly rostered to work Saturdays)
- (a) all work performed by a full-time or part-time employee shall be paid at the rate of double time and one half, meaning time and one half in addition to the days pay, with a minimum of four hours
  - (b) if the day occurs during an employee's period of annual leave, another day on full pay, shall be added to the employee's annual leave
  - (c) if the day occurs on an employees rostered day off duty, the employee shall be paid an additional day's pay, or shall be granted a days leave on full pay, at a time mutually arranged between Western Downs Regional Council and employee
  - (d) only employees who are regularly rostered to work ordinary hours on a Saturday have any entitlement to payment, other than when work is actually performed, or additional leave for Easter Saturday.

8.2.3 *Full-time and Part-time Employees*

A full-time or part-time employee who is rostered to work on a day of the week on which a statutory 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.

8.2.4 *Casual Employees*

Casual employees shall have no entitlement to pay or leave for Statutory Holidays, however all work completed by a casual employee shall be paid for at the rate of double-time and a-half.

#### 8.2.5 *Ceremonial Days - Substitution*

All indigenous Australian employees 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 the State in which the employee is employed. 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 **Sick Leave (Personal/Carer's Leave)**

#### 8.3.1 *Sick Leave Entitlement*

- (a) Every employee (other than a casual) shall become entitled to not less than 76 hours sick leave for each completed year of employment. Notwithstanding the above sick leave entitlement will be *pro rata* to each pay period.
- (b) No part time employee shall be entitled to paid sick leave within each year of employment exceeding the proportion of seventy six (76) hours sick pay that the employee's average weekly working hours bears to thirty-eight (38) hours per week.
- (c) A part time employee's entitlement to paid sick leave shall relate to the number of hours that employee would otherwise have been rostered to work on the day or days when sick leave is taken.

#### 8.3.2 *Proof of Illness*

- a) An employee seeking leave of absence (paid or unpaid) from work due to illness will provide a notification of illness to the satisfaction of Western Downs Regional Council.
- b) A medical certificate from a duly qualified medical practitioner shall only be required where the absence due to illness is greater than 2 days.

#### 8.3.3 *Notice to Employer*

- a) Every employee shall provide reasonable notice of any absence from work through illness to Western Downs Regional Council. "Reasonable notice" is defined as personal telephone contact to the employee's direct supervisor as early as is practicable under the circumstances.
- b) Western Downs Regional Council may, as a result of a substantial concern over the consistent use of sick leave (paid and unpaid) based on the nature of its occurrence, duration and overall pattern over the preceding three (3) month period, formally notify the employee in writing that they are required to attend a meeting to discuss sick leave usage where the employee will be provided with a copy of their sick leave record and afforded an opportunity to explain their sick leave use. The employee may be represented by a union representative.
- c) Where it is identified that there is no reasonable explanation for the sick leave record, the employer may commence a disciplinary process including the requirement to provide a medical certificate for all paid and unpaid absence.
- d) In the event that an employee who has been subject to a sick leave management process under 8.3.3 (c) has demonstrated an acceptable pattern of usage for a period of no less than 6 months, the management process for that employee will be ceased and the provisions of 8.3.2 will apply.

#### 8.3.4 *Accumulation of Sick Leave*

- (a) Sick Leave shall be cumulative, but unless Western Downs Regional Council and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make payment for more than 13 weeks absence from work through illness in any one year.
- (b) Any absence from work on leave granted by Western Downs Regional Council shall not be taken into account when calculating the employee's period of employment; nor shall an employees accrued sick leave

entitlements, at termination or dismissal, be forfeited should the employee be re-employed by the same Employer within a period of three (3) months from the date of termination or dismissal.

#### 8.3.5 *Sick Leave Whilst on Annual Leave*

With respect to an employee who is eligible for sick leave and who produces a medical certificate to the effect that he/she has been incapacitated for a period of at least 5 continuous paid leave days while on annual leave, Western Downs Regional Council may re-credit such employee with an equivalent period of annual leave provided that no such re-crediting shall be granted to an employee on leave prior to retirement, resignation or termination of service.

### 8.4 **Bereavement Leave**

- 8.4.1 A full-time and a part-time employee shall, on the death of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, child or step-child or grandchild be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of Western District Regional Council.
- 8.4.2 For the purposes of this clause, the words 'wife' and 'husband' shall include a person who lives with the employee as a de-facto partner or same sex partner.
- 8.4.3 A part-time employee's payment for each day, or days, shall be based upon the number of hours the employee would otherwise have worked on the day or days when bereavement leave is taken.
- 8.4.4 Notwithstanding the above, employees, on the death a, wife, husband, mother, father, brother, sister, child, step-child shall receive an additional 3 days entitlement upon proof of such death furnished by the employee to the satisfaction of Western Downs Regional Council.

### 8.5 **Long Service Leave**

#### 8.5.1 *Entitlement*

Employees covered by this agreement shall be entitled to long service leave after 10 years continuous service. The accrual of this entitlement is as follows:

- (a) For all continuous service after 1 January 2008 at the rate of 1.2 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
- (b) For all continuous service after 4 November 1996 leave at the rate of 1 week on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.
- (c) For service prior to 4 November 1996, the long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990 (Qld)* as at the 4 November 1996 except that an employee shall be entitled to take such leave after 10 years. The accrual for long service leave prior to 4 November 1996 shall be at the rate of 13 weeks leave for 15 years continuous service.

#### 8.5.2 *Conditions*

The following provisions shall apply in respect to long service leave:

- (a) An application for leave shall be made in writing to the Manager.
- (b) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement Western Downs Regional Council may require an employee to take a period of long service leave by giving not less than three months notice of the request to take long service leave.
- (c) Long service leave shall not be taken in period of less than 4 weeks, other than:
  - (i) by agreement between the employee and the Manager granting the leave; or
  - (ii) if the employee becomes ill and is granted sick leave; or
  - (iii) if the employee is recalled to work

### 8.5.3 *Pro-Rata Long Service Leave*

Employees are entitled to pro-rata long service leave upon the termination of employment other than for serious misconduct:

- (a) after 5 years continuous service, where service has been terminated -
  - (i) by the employee's death, or;
  - (ii) by the employee for a cause of illness, or;
  - (iii) by Western Downs Regional Council for a cause of incapacity,

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.

- (b) after 7 years continuous service where service has been terminated -
  - (i) by the employee or;
  - (ii) by Western Downs Regional Council for a cause other than serious misconduct,

### 8.5.4 *Payment in lieu of long service leave not taken*

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (a) the entitlement; and
- (b) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

### 8.5.5 *Casual Employees*

Casual employee shall have an entitlement to Long Service Leave in accordance with this clause if there is no break between casual engagements of more than 3 months.

### 8.5.6 *Part-time Employees - Long Service Leave*

A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time 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 part-time employment.

### 8.5.7 *Long Service Leave Half Pay*

Where it is mutually agreed between the employee and Western Downs Regional Council, employees can elect to take long service leave which will be payable at the half the employee's current rate of pay.

### 8.5.8 *In Compliance*

All other provisions of the Long Service Provision contained in the *Industrial Relations Act 1999 (Qld)* shall have application.

## 8.6 **Family Leave**

8.6.1 The provisions of Part 2 of the *Industrial Relations Act 1999* will have application

### 8.6.2 *Paid Parental Leave*

- (a) In addition to the provisions of *Industrial Relations Act 1999* employees that have completed 12 months continuous service with Western Downs Regional Council shall also be entitled to the following:

- (i) Maternity leave - first 6 weeks as paid leave at the employee's base rate of pay
- (ii) Paternity leave - 6 weeks, at the time of confinement as paid leave at the employee's base rate of pay
- (iii) Adoption leave - 6 weeks at the time of placement as paid leave at the employee's base rate of pay

Provided that the paid component of the leave taken forms part of and is not in addition to the unpaid leave entitlement.

- (b) An employee taking paid leave in accordance with 8.6.2(a) may elect to double the available paid leave if that leave is taken on half-pay.

## **8.7 Jury Leave**

- 8.7.1 An employee shall notify Western Downs Regional Council as soon as possible of the date upon which they are required to attend for jury service.
- 8.7.2 Western Downs Regional Council may request to the sheriff that the employee be excused from jury service given the position the employee holds or the nature of duties of the position.
- 8.7.3 The employee shall give Western Downs Regional Council documentary proof of their attendance and the duration of such attendance.
- 8.7.4 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.
- 8.7.5 Provided the employee complies with clauses 8.7.1, 8.7.3 and 8.7.4., the employee will be paid jury leave based on their usual rostered hours for the period of their absence from their place of work, and such payment will be equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- 8.7.6 "Ordinary Pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, shift allowances, fares and travelling allowances and other ancillary payments of a like nature.

## **PART 9 - TRAINING AND OCCUPATIONAL HEALTH AND SAFETY MATTERS**

### **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. To meet this objective and to ensure equity and access to it, a comprehensive professional learning and development program will be developed
- 9.1.2 Western Downs Regional Council is committed to the ongoing learning and development of staff. In addition to orientation and annual mandatory and compulsory training, Western Downs Regional Council facilities will develop annual training calendars in consultation with staff.
- 9.1.3 Where a Manager directs an employee to attend training that is necessary for the employee to perform their duties all efforts will be made to schedule the training within the employee's rostered ordinary hours. However, where this is not possible the employee will be paid at the appropriate rate of pay for a minimum of two hours to attend the training.
- 9.1.4 Employees are encouraged to make application to the 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 organisation deems that it is compulsory for the employee to undertake training which is necessary for the employee to undertake their duties it would be provided within the employees ordinary hours.
- 9.2.2 If the compulsory training cannot be provided within the ordinary hours and an employee is approved to attend the compulsory training, all such training is paid at the appropriate rate of pay with a minimum payment as for two hours.

9.2.3 Where the organisation and employee mutually agree that the training could complement the employee's skills and Western Downs Regional Council agrees for the employee to attend the training then Western Downs Regional Council will pay the training on a time for time basis with a minimum of one (1) hour.

9.2.4 Employees may elect from time to time to undertake optional training that is offered by the organisation however this undertaking is at the employee's 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 her/his 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 facility attending a course or seminar under this clause 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.

9.3.7 In the event that there is disagreement between the employer and the employee about any matters pertaining to training the employee may utilise the dispute settlement procedure contained in this agreement at clause 3.6.

### **9.4 Paid Meetings**

9.4.1 If the organisation deems that it is compulsory for an employee to attend a meeting the meeting will be held within the employee's ordinary hours.

9.4.2 If the meeting cannot be held within the ordinary hours and an employee is approved to attend the compulsory meeting the minimum hours clause takes effect.

9.4.3 Where the organisation and employee mutually agree that the meeting could complement the employee's skills and Western Downs Regional Council agrees for the employee to attend the meeting then Western Downs Regional Council will pay the employee for the time spent in the meeting on a time for time basis with a minimum of one (1) hour.

9.4.4 Employees may elect from time to time to attend an optional meeting that is offered by the organisation however this attendance is at the employees cost.

### **9.5 Workplace Health and Safety**

9.5.1 The parties to this agreement shall, during the life of this agreement, ensure that at least one employee elected Workplace Health and Safety Representative is present at each workplace.

9.5.2 The parties to this agreement will support the training of all Workplace Health and Safety Representatives through Western Downs Regional Council training programs.

9.5.3 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.

**9.6. Appropriate Workplace Behaviour**

The parties agree that Western Downs Regional Council Code of Conduct sets out the standards of workplace behaviour expected of all employees and commit to its principles. Western Downs Regional Council will ensure that all employees receive training in the Code at orientation and as needed thereafter.

**PART 10—AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

**10.1 Time and Wages Records**

Time and Wages Records must be kept by Western Downs Regional Council in accordance with *Industrial Relations Act 1999*.

**10.2 Availability of Agreement**

Western Downs Regional Council shall ensure that a copy of this Agreement, together with notices of the commencing and ceasing times of the employees, is readily available for perusal by employees.

**10.3 No Extra Claims**

The parties undertake during the life of the agreement there shall be no further wage increases sought or granted except as provided under the terms of this agreement.

**10.4 Savings Provision**

10.4.1 No employee shall suffer a loss of wages or entitlements as a consequence of the implementation of this agreement.

10.4.2 All employees shall be entitled to the benefit of any improvement to the parent awards during the life of this agreement that provides a superior benefit to that contained within this agreement.

**SIGNATORIES TO AGREEMENT**

Signed for Queensland Nurses Union:

In the presence of:

Des Elder \_\_\_\_\_  
(signature)

Daniel Crute \_\_\_\_\_  
(witness to sign)

AND

Signed for Western Downs Regional Council:

In the presence of:

Lee Ronald vohland.....  
(signature)

Ann Marie Shepherd \_\_\_\_\_  
(witness to sign)

Classification	Current \$/week	Current \$/hour	First Full Pay Period From 01/07/2011 3% Increase		First Full Pay Period From 01/07/2012 3.25% Increase		First Full Pay Period From 01/07/2013 3.5% Increase	
			\$/week	\$/hour	\$/week	\$/hour	\$/week	\$/hour
<b>Trainees</b>								
Trainee Assistant Nurse	583.11	15.35	600.60	15.81	620.10	16.32	640.30	16.85
<b>Assistant Nurses</b>								
AN LEVEL 1.1	\$763.58	\$20.0941	786.50	20.70	812.10	21.37	838.50	22.07
AN LEVEL 1.2	\$780.13	\$20.5298	803.55	21.15	829.70	21.83	856.70	22.54
AN LEVEL 2.1	\$799.68	\$21.0442	823.70	21.68	850.50	22.38	878.10	23.11
AN LEVEL 2.2	\$816.16	\$21.4778	840.60	22.12	867.90	22.84	896.10	23.58
AN LEVEL 3	\$849.03	\$22.3430	874.50	23.01	902.92	23.76	932.30	24.53
<b>Enrolled Nurses</b>								
EN LEVEL 1.1	\$878.84	\$23.1274	905.20	23.82	934.60	24.59	965.00	25.39
EN LEVEL 1.2	\$895.23	\$23.5586	922.10	24.27	952.10	25.06	983.00	25.87
EN LEVEL 2.1	\$928.02	\$24.4215	955.90	25.16	987.00	25.97	1,019.10	26.82
EN LEVEL 2.2	\$944.57	\$24.8572	972.90	25.60	1,004.50	26.43	1,037.20	27.29
EN LEVEL 2.3	\$957.85	\$25.2067	986.60	25.96	1,018.70	26.81	1,051.80	26.73
<b>Registered Nurse Level 1</b>								
RN LEVEL 1.1	\$969.80	\$25.5210	998.90	26.29	1,031.40	27.14	1,064.90	28.02
RN LEVEL 1.2	\$1,055.73	\$27.7823	1,087.40	28.62	1,122.70	29.55	1,159.20	30.51
RN LEVEL 1.3	\$1,143.72	\$30.0978	1,178.03	31.00	1,216.30	32.00	1,255.80	33.05
RN LEVEL 1.4	\$1,231.52	\$32.4085	1,268.50	33.38	1,309.70	34.47	1,352.30	35.59
<b>Registered Nurse Level 2</b>								
RN LEVEL 2.1	\$1,304.84	\$34.3380	1,344.00	35.37	1,387.70	36.52	1,432.80	37.71
RN LEVEL 2.2	\$1,363.66	\$35.8858	1,404.60	36.96	1,450.20	38.16	1,497.30	39.40
<b>Registered Nurse Level 3</b>								
RN LEVEL 3.1	\$1,451.64	\$38.2009	1,495.20	39.35	1,542.80	40.60	1,592.90	41.92

Classification	Current \$/week	Current \$/hour	First Full Pay Period From 01/07/2011 3% Increase		First Full Pay Period From 01/07/2012 3.25% Increase		First Full Pay Period From 01/07/2013 3.5% Increase	
			\$/week	\$/hour	\$/week	\$/hour	\$/week	\$/hour
RN LEVEL 3.2	\$1,517.54	\$39.9353	1,563.10	41.13	1,613.90	42.47	1,666.40	43.85
RN LEVEL 3.3	\$1,522.28	\$40.0600	1,571.80	41.36	1,622.90	42.71	1,675.60	44.09
<b>Registered Nurse Level 4</b>								
Grade 1	\$1,693.02	\$44.5531	1,743.80	45.89	1,800.50	47.38	1,859.00	48.92
Grade 2	\$1,821.37	\$47.9309	1,876.00	48.05	1,937.00	50.97	2,000.00	52.63
Grade 3	\$1,949.55	\$51.3039	2,008.00	52.84	2,073.30	54.57	2,140.70	56.33
<b>Registered Nurse Level 5</b>								
Grade 1C	\$1,460.63	\$38.4375	1,504.40	39.59	1,553.30	40.88	1,603.80	42.21
Grade 1B	\$1,625.07	\$42.7650	1,673.80	44.13	1,728.20	45.48	1,784.40	46.96
Grade 1A	\$1,693.02	\$44.5531	1,743.80	45.89	1,800.50	47.38	1,859.00	48.92
Grade 2	\$1,803.07	\$47.4492	1,857.20	48.87	1,917.60	50.46	1,979.90	52.10
Grade 3	\$1,949.55	\$51.3039	2,008.00	52.84	2,073.30	54.56	2,140.70	56.33
Grade 4	\$2,096.33	\$55.1665	2,159.20	56.82	2,229.40	58.67	2,301.90	60.58
<b>Nurse Practitioner Candidate</b>	\$1,550.12	\$40.7925	1,596.60	42.02	1,648.50	43.38	1,702.10	44.79
<b>Nurse Practitioner</b>	\$1,759.59	\$46.3050	1,812.40	47.69	1,871.30	49.24	1,932.10	50.84

**SCHEDULE 2****GENERIC LEVEL STATEMENTS****ASSISTANT NURSE****Entry Level**

An employee will be engaged at this level for a period of up to 3 months. The employee has no experience or qualification in any functions/activities associated with employment in the aged care industry and undertakes training in basic workplace practices and procedures (e.g. workplace health and safety, work and document procedures and quality control/assurance).

An employee at this level performs routine duties to their level of their training in the age care industry which are simple repetitive tasks within the range of delegated or assigned. The employee would exercise minimal judgement and be working under Supervision of a Registered or Enrolled Nurse.

An employee remains at this level for a probationary period of up to 3 months. A successful completion of the probationary period is where the employee has achieved the competency/tasks required for this level.

**Assistant Nurse Level 1**

An employee at this level shall perform work above the skills of an Entry Level employee and shall have obtained proficiency necessary to perform work at this level.

An employee at this level is required to:

- (a) Exercise discretion and judgement within their level of skill and training.
- (b) Receive on or off the job training or has received training.
- (c) Work under direct or indirect Supervision.
- (d) Demonstrate an understanding of standards required in the aged care industry and actively participate in the implementation of those standards.
- (e) Active involvement in, and contributes to, continuous improvement.

Indicative tasks/skills of this level, in addition to the Entry Level, may include but not be limited to the following:

- (a) Provide input on observation.
- (b) Record on standard structured pro-forma.
- (c) Assist in delivery of nursing care under direct or indirect Supervision.
- (d) Assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements.

**Assistant Nurse Level 2**

An employee at this level shall perform work above the skills of a Level 1 employee and perform tasks and shall have obtained proficiency and qualifications to perform work at this level.

An employee at this level is required to:

- (a) Have obtained a Level III Certificate in Residential Age Care or equivalent.
- (b) Operate under direct or indirect Supervision.
- (c) Exercise discretion and judgement within their level of skill and training.
- (d) Demonstrate an understanding of standards required in the aged care industry.
- (e) Assist employees undertake structured training.

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

- (a) Input into resident assessment.
- (b) Input into documentation using a variety of flow charts.
- (c) Input into orientation of staff.
- (d) Data collection.
- (e) Assist in delivery of nursing care under direct or indirect Supervision.

**Assistant Nurse Level 3**

Employees appointed to this level shall perform work above and beyond the skills of a Level 2 and shall have gained proficiency and qualifications to perform work at this level.

Employees at this level are required to:

- (a) Have obtained a Level III Certificate in Residential Aged Care or equivalent, relevant qualification.
- (b) Exercise discretion and decision making and take responsibility within their level of skill and training.
- (c) Demonstrate the application of standards required in aged care.
- (d) Work under direct or indirect supervision

Indicative responsibilities at this level may include, but are not limited to:

With appropriate training and skills, being appointed to a role with special responsibilities for one or more of the following:

- Preceptorship
- Continence Care
- Palliative Care
- Workplace Health and Safety
- Quality

**GENERIC LEVEL STATEMENTS****ENROLLED NURSE****Enrolled Nurse Level 1**

An employee appointed to this level shall perform work above the level of skills of an Assistant Nurse and shall hold a current enrolled nurse certification with Australian Health Practitioner Regulation Authority.

An employee at this level shall:

- (a) Have obtained a relevant certification from the Australian Health Practitioner Regulation Authority.
- (b) Have obtained an Enrolled Nurse Qualification but has less than one year experience in the age care or domiciliary nursing industry shall be classified at pay point 2.
- (c) Works under Supervision.
- (d) Exercise discretion and decision making/responsibility within their level of skill and training.
- (e) Provide on the job and in service training as directed.
- (f) Demonstrate the effective application of standards required in the age care or domiciliary nursing sector.

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

- (a) Input into formulation and evaluation of the care plan.
- (b) Input into orientation of staff.
- (c) Undertakes procedures in scope of practice.
- (d) Monitor vital signs and report changes.
- (e) Support lower level staff.
- (f) Deliver nursing care under Supervision.

**Enrolled Nurse Level 2**

An employee appointed to this level shall perform work above and beyond the skills required for an Enrolled Nurse Level 1 and shall obtained proficiency and qualifications necessary to perform work at this level.

An employee at this level is required to:

- (a) Hold current enrolled nurse certification with the Australian Health Practitioner Regulation Authority and whose certificate has been endorsed for medication and/or who holds an Enrolled Nurse Qualification, and who has completed one year experience in the age care industry.
- (b) Work under minimal Supervision.
- (c) Exercise discretion and decision making/responsibility within their level of skill and training
- (d) Provide on-the-job and In Service training.
- (e) Demonstrate the effective application of standards required in the age care sector.

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

- (a) Administer medications in accordance with authorised certification.
- (b) Input into formulation implementation and evaluation of the care plan.
- (c) Interpret signs and symptoms and report changes.
- (d) Input into orientation of staff.
- (e) Deliver nursing care under Supervision.
- (f) Coordination of team resources.

## **GENERIC LEVEL STATEMENTS**

### **REGISTERED NURSE - AGED CARE**

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

An employee appointed to this level shall perform work above and beyond the skills of an Enrolled Nurse Level 2 and shall obtained proficiency and qualifications necessary to perform work at this level. The employee at this level shall perform work in accordance with ANMC competencies:

An employee at this level is required to:

- (a) Hold a current practicing certificate with the Australian Health Practitioner Regulation Authority.
- (b) Work under minimal Supervision and will supervise other employees.
- (c) Exercise discretion and decision making/responsibility within their level of skill and training.
- (d) Provide and maintain documentation as required.
- (e) Provide training.
- (f) Demonstrate the effective application of standards in the age care sector.
- (g) Undertake the assessment of clients' needs.

Indicative tasks/skills in addition to Enrolled Nurse Level 2, may include but not limited to:

- (a) Accountability for Client Care.
- (b) Responsible for lower level staff.
- (c) Responsible for comprehensive assessment of clients and residents.
- (d) Formulate, implement and evaluate care plan.
- (e) Monitor outcomes of clinical practice.
- (f) Input into orientation and training of staff.
- (g) Perform competency assessments.

#### **Registered Nurse Level 2**

An employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 1 and shall obtained proficiency and qualification necessary to perform work at this level. The employee at this level shall perform work in accordance with ANMC competencies found at Schedule 5 as well as the following:

An employee at this level is required to:

- (a) Hold a current registered nurse registration with the Australian Health Practitioner Regulation Authority and has attained a relevant specialty qualification.
- (b) Work under Supervision and would supervise others.
- (c) Exercise discretion and decision making/responsibility within their level of skill and training.
- (d) Demonstrate the effective application of standards required in the age care sector.

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

- (a) Designated clinical specialty and provide advice to Registered Nurse 1 or clinical practice within specialty.
- (b) Input into orientation and training of staff.
- (c) Act as a resource.
- (d) Perform competency assessments.

- (e) Responsibility for the resource coordination.

### **Registered Nurse Level 3**

An employee appointed to this level shall perform work above and beyond the skill of a Registered Nurse Level 2 and shall have obtained proficiency and qualification necessary to perform work at this level. The employee at this level shall perform work in accordance with ANMC competencies found at Schedule 5 as well as the following:

An employee at this level is required to:

- (a) Hold current registered nurse registration with the Australian Health Practitioner Regulation Authority and has a relevant tertiary qualification.
- (b) Supervise a range of staff.
- (c) Works under minimal Supervision.
- (d) Exercise discretion and decision making/responsibilities within their level of skill and training.
- (e) Demonstrate the effective application of standards in the Age Care Sector.

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

- (a) Co-ordinates Service Delivery.
- (b) Co-ordinate and critically evaluate research, processes and outcomes.
- (c) Responsible for Resource Management.
- (d) Responsible for Professional Development of staff.
- (e) Develop Policy and procedures.
- (f) Clinical consultant to staff.
- (g) Accountable for the management of the human and material resources.

### **Registered Nurse Level 4**

An employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 3 and shall have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level shall perform work in accordance with ANMC competencies found at Schedule 5 as well as the following:

An employee at this level is required to:

- (a) Hold current registered nurse registration with the Australian Health Practitioner Regulation Authority.
- (b) Work under minimal Supervision and would supervise other employees.
- (c) Exercise discretion and decision making/responsibility within their level of skill and training.
- (d) Demonstrate the effective application of standards in the Age Care Industry.

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

- (a) An expert in clinical practice.
- (b) Research quality indicators and improvements in work practice.

### **Registered Nurse Level 5**

An employee appointed to this level shall perform work above and beyond the skills of a Registered Nurse Level 4 and shall have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level shall perform work in accordance with ANMC competencies found at Schedule 5 as well as the following:

An employee at this level is required to:

- (a) Hold current registered nurse registration with the Australian Health Practitioner Regulation Authority.
- (b) Responsible to the Committee of Management, Board or Senior Management.
- (c) Exercise discretion and decision making/responsibility within their level of skill and training and shall exercise managerial responsibilities.
- (d) Responsible for the formation/establishment of programs, operational procedures and policies.
- (e) Management of staff and the operation.

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

- (a) Accountable for the strategic and operational directions of the facility.
- (b) Represent and promote the facility to governments and to the local community.

### GENERIC LEVEL STATEMENTS - REGISTERED NURSE

<b>Registered Nurse Level 1</b>	<b>Responsibilities</b>
<p>The Registered Nurse is the first level nurse who is licensed to practice nursing without Supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the Australian Health Practitioner Regulation Authority and holds a current practicing certificate.</p> <p>The degree of expertise will increase as the Registered Nurse advances through this level.</p>	<p>The Registered Nurse gives direct nursing care based on the Australian Nursing and Midwifery Council (ANMC) Competencies, to a group of residents/clients in collaboration with the Clinical Nurse/Clinical Nurse Consultant.</p> <p>These ANMC competencies are grouped as follows:</p> <p><b>PROFESSIONAL/ETHICAL PRACTICE</b></p> <ol style="list-style-type: none"> <li>1. Demonstrates a satisfactory knowledge base for safe practice.</li> <li>2. Functions in accordance with legislation and common law affecting nursing practice.</li> <li>3. Protects the rights of individuals and groups.</li> <li>4. Demonstrated accountability for nursing practice.</li> <li>5. Conducts nursing practice in a way that can be ethically justified.</li> </ol> <p><b>REFLECTIVE PRACTICE</b></p> <ol style="list-style-type: none"> <li>6. Recognises own abilities and level of professional competence.</li> <li>7. Acts to enhance the professional development of self and others.</li> <li>8. Recognises the value of research in contributing to developments in nursing and improved standards of care.</li> </ol> <p><b>ENABLING</b></p> <ol style="list-style-type: none"> <li>9. Maintains a physical and psychological environment which promotes safety, security and optimal health.</li> <li>10. Acts to enhance the dignity and integrity of individuals and groups.</li> <li>11. Assists individuals or groups to make informed decisions.</li> <li>12. Communicates effectively and documents relevant information.</li> <li>13. Effectively manages the nursing care of individuals or groups.</li> </ol> <p><b>PROBLEM FRAMING AND SOLVING</b></p> <ol style="list-style-type: none"> <li>14. Carries out a comprehensive and accurate nursing assessment of individuals and groups in a variety of settings.</li> <li>15. Formulates a plan of care in consultation with individual/groups taking into account the therapeutic regimes of other members of the care team.</li> <li>16. Implements planned care.</li> <li>17. Evaluates progress of individuals or groups toward planned outcomes.</li> </ol> <p><b>TEAMWORK</b></p> <ol style="list-style-type: none"> <li>18. Collaborates with the care team.</li> </ol>

<b>Registered Nurse Level 2</b>	<b>Responsibilities</b>
<p>Level 2 means a Registered Nurse who is appointed as such.</p> <p>The Level 2 role requires a broad developing knowledge in professional nursing issues and a sound specific knowledge-base in relation to a field of practice.</p> <p>The Level 2 assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>The Level 2 functions in more complex situations while providing support and direction to Registered Nurses and other non-registered nursing personnel.</p> <p>The Level 2 applies critical reasoning and problem solving skills greater than Level 1.</p> <p>The Level 2 is able to demonstrate:</p> <ul style="list-style-type: none"> <li>(a) Advanced level clinical skills and problem-solving skills;</li> <li>(b) Planning and co-ordination skills in the clinical management of client/resident care;</li> <li>(c) Ability to work within a collegiate/team structure;</li> <li>(d) Awareness of and involvement with the quality assurance process;</li> <li>(e) Contribution of professional practice of the unit.</li> </ul>	<ol style="list-style-type: none"> <li>1. Gives direct care to client/residents.</li> <li>2. Acts as a role model for Registered Nurses and other non-registered personnel in the provision of holistic client/resident care.</li> <li>3. Takes additional responsibility as delegated which clearly differentiates the role from that of the Level 1 e.g.: <ul style="list-style-type: none"> <li>(a) Planning a co-ordination of education programs and other staff development activities</li> <li>(b) Orientation of new staff</li> <li>(c) Preceptorship of new staff</li> <li>(d) Participates in action research.</li> </ul> </li> <li>4. Participates in nursing practice policy review and initiatives.</li> <li>5. Co-operates with others in relation to development of clinical programs and initiatives.</li> </ol>

<b>Registered Nurse Level 3 (Nurses Aged Care Award)</b>	<b>Responsibilities</b>
<p>Level 3 means a Registered Nurse who is appointed as such.</p> <p>The Level 3 is a proficient practitioner who is accountable for a discrete area of nursing practice or a combination of areas of nursing practice. Areas of nursing practice include:</p> <ul style="list-style-type: none"> <li>(a) Clinical</li> <li>(b) Management (including resource management)</li> <li>(c) Education</li> <li>(d) Nursing Research.</li> </ul> <p>The Level 3 has the authority to co-ordinate care and/or service delivery for residents/clients and accepts accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>The Level 3 collaborates with other nurses to facilitate the provision of quality cost effective nursing care.</p> <p>The Level 3 is:</p>	<ol style="list-style-type: none"> <li>1. Co-ordinates resident care and service delivery.</li> <li>2. Provides direct care to residents with complex care needs.</li> <li>3. Manages activities related to the provision of safe client care.</li> <li>4. Evaluates care and institutes mechanisms to correct deficiencies.</li> <li>5. Participates in multi-disciplinary reviews of resident care outcomes.</li> <li>6. Monitors residents' perceptions of their care and institutes mechanisms to remedy deficiencies in care.</li> <li>7. Undertakes action research to address client care problems and issues.</li> <li>8. Reviews pattern of care delivery and assesses appropriateness of change.</li> <li>9. Participates in committees for resident/client care improvements, initiatives and policy development.</li> <li>10. Assesses professional development needs of staff and co-ordinates education programs.</li> <li>11. Acts as a proficient consultant to staff.</li> </ol>

<b>Registered Nurse Level 3 (Nurses Aged Care Award)</b>	<b>Responsibilities</b>
<p>(a) accountable for the co-ordination of standards of care; and/or</p> <p>(b) accountable for the management of human and material resources; and/or</p> <p>(c) responsible for the development, conduct and quality of ethically sound nursing research projects and quality assurance programs; and/or</p> <p>(d) accountable for the assessment, planning, implementation and evaluation of nursing, education and/or staff development programs.</p> <p>The Level 3 demonstrates a number of the following attributes relevant to the responsibilities allocated to them in their area of employment:</p> <p>(a) Proficiency in clinical skills and the delivery of nursing care</p> <p>(b) Skilled co-ordination of care and service delivery</p> <p>(c) Leadership qualities.</p> <p>(d) Organisation and planning skills in relation to personnel and material resource management awareness and an understanding of staffing methodologies.</p> <p>(e) Analytical and report writing skills.</p> <p>(f) Organisational and planning skills in relation to education.</p> <p>(g) Knowledge of and an ability to apply a range of research techniques and methodologies.</p> <p>(h) Awareness of ethical standards in research practice.</p>	<p>12. Identifies issues requiring policy/procedural review.</p> <p>13. Participates in relevant policy/procedural development.</p> <p>14. Participates in staff selection process.</p> <p>15. Participates in orientation and other staff development activities.</p> <p>16. Participates in performance review mechanisms.</p> <p>17. Participates in action research.</p> <p>18. Provides nursing management of human and material resources for a specific group of units or teams.</p> <p>19. Provides financial management, budget preparation and cost control.</p> <p>20. Allocates and rosters staff for the efficient and effective level of resident/client care.</p> <p>21. Co-ordinates human resource planning.</p> <p>22. Develops a management information data base for area.</p>

<b>Registered Nurses Level 3 – Clinical Nurse Consultant (Domiciliary Nursing Award)</b>	<b>Responsibilities</b>
<p>The Clinical Nurse Consultant means an employee appointed as such, who is a Registered Nurse. The Clinical Nurse Consultant is a proficient practitioner who is accountable for the co-ordination of standards of care delivered in a specific patient/client care area.</p> <p>The Clinical Nurse Consultant collaborates with the Nurse Manager, Nurse Educator and Nurse Researcher to facilitate the provision of quality cost-effective care.</p> <p>(a) an advanced level of clinical skills  (b) proficiency in the delivery of nursing care  (c) skilled co-ordination of nursing care  (d) leadership qualities</p> <p>The Clinical Nurse Consultant fulfils the function of:</p> <p>(a) change agent  (b) role model  (c) patient/client/staff educator  (d) action researcher</p> <p>The Clinical Nurse Consultant has the authority to co-ordinate care for one patient/client unit and assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> <li>1. Co-ordinates patient care activities for one patient care/service delivery area.</li> <li>2. Gives, on a regular basis, direct care to a small number of patients with complex care needs.</li> <li>3. Manages activities related to the provision of safe patient/client care.</li> <li>4. Evaluates care and institutes mechanisms to correct deficiencies.</li> <li>5. Participates in multi-disciplinary reviews of patient care outcomes.</li> <li>6. Monitors patients' perceptions of their care and institutes mechanisms to remedy deficiencies in care.</li> <li>7. Undertakes action research to address patient/client care problems and issues.</li> <li>8. Reviews pattern of care delivery and assesses appropriateness of change.</li> <li>9. Participates in committees for patient/client care improvements, initiatives and policy development.</li> <li>10. Assesses professional development needs of staff and co-ordinates unit education programs.</li> <li>11. Acts as an expert consultant to staff of own unit and on request, to other units, in relation to area of expertise.</li> <li>12. Identifies issues requiring policy review.</li> <li>13. Participates in relevant policy development</li> <li>14. Develops and implements relevant quality assurance programs</li> <li>15. Participates in staff selection processes.</li> <li>16. Participates in orientation and other staff development activities</li> <li>17. Participates in performance review mechanisms</li> <li>18. Ensures a safe working environment.</li> <li>19. Participates in relevant research projects</li> </ol>

<b>Registered Nurses Level 3 – Nurse Manager (Domiciliary Nursing Award)</b>	<b>Responsibilities</b>
<p>Nurse Manager means an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.</p> <p>The Nurse Manager collaborates with the Clinical Nurse Consultant, Nurse Educator and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>Nurse Managers must demonstrate management skills including:</p> <ul style="list-style-type: none"> <li>(a) organisation and planning skills in relation to personnel and material resource management.</li> <li>(b) awareness and understanding of staffing methodologies.</li> <li>(c) leadership qualities.</li> <li>(d) analytical and report writing skills.</li> </ul> <p>The Nurse Manager must assume accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> <li>1. Provides nursing management of human and material resources for a specified group of clinical units.</li> <li>2. Provides financial management, budget preparation and cost control within the specified units.</li> <li>3. Allocates and rosters staff for the designated units to provide an optimal level of patient/client care.</li> <li>4. Co-ordinates staff leave.</li> <li>5. Engages in research related to management issues and problems.</li> <li>6. Develops management information data base for area.</li> <li>7. Engages in review of staffing methodology.</li> <li>8. Identifies issues requiring policy review.</li> <li>9. Participates in relevant policy development.</li> <li>10. Develops and implements relevant quality assurance programs.</li> <li>11. Participates in staff selection processes.</li> <li>12. Participates in orientation and other staff development activities.</li> <li>13. Participates in performance review mechanisms.</li> <li>14. Ensures a safe working environment.</li> <li>15. Participates in relevant research projects.</li> </ol>

<b>Registered Nurses Level 3 – Nurse Educator (Domiciliary Nursing Award)</b>	<b>Responsibilities</b>
<p>Nurse Educator means an employee appointed as such, who is a Registered Nurse and is accountable for the assessment, planning, implementation and evaluation of nursing education and/or staff development programs.</p> <p>The Nurse Educator collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Researcher to facilitate the provision of quality, cost-effective nursing care.</p> <p>The Nurse Educator demonstrates:</p> <ul style="list-style-type: none"> <li>(a) appropriate mix of clinical and educational skills</li> <li>(b) analytical and report writing skills</li> <li>(c) leadership qualities</li> <li>(d) organisational and planning skills in relation to education</li> </ul> <p>The Nurse Educator assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p>	<ol style="list-style-type: none"> <li>1. Assists in the design, implementation and assessment of nursing education programs, including in-service and staff development programs.</li> <li>2. Provides assistance and guidance to ward/unit staff in relation to development, implementation and evaluation of educational programs and resources.</li> <li>3. Provides ongoing evaluation and modification of the staff development/education programs.</li> <li>4. Co-operates with ward/unit staff to develop education initiatives for staff and patients.</li> <li>5. Monitors ongoing educational needs of nursing staff and implements appropriate educational experiences.</li> <li>6. Maintains an information data base on educational programs and programs participants.</li> <li>7. Identifies issues requiring policy review.</li> <li>8. Participates in relevant policy development.</li> <li>9. Develops and implements relevant quality assurance programs.</li> <li>10. Participates in staff selection processes.</li> <li>11. Participates in orientation and other staff development activities</li> <li>12. Participates in performance review mechanisms.</li> <li>13. Ensures a safe working environment.</li> <li>14. Participates in relevant research projects.</li> </ol>

<b>Registered Nurses Level 3 – Nurse Researcher (Domiciliary Nursing Award)</b>	<b>Responsibilities</b>
<p>Nurse Researcher is an employee appointed as such, who is a Registered Nurse responsible for development, conduct and quality of ethically sound nursing research projects and quality assurance programs.</p> <p>The Nurse Researcher acts as a resource person for nurses engaged in research and quality assurance projects.</p> <p>The Nurse Researcher demonstrates:</p> <ul style="list-style-type: none"> <li>(a) the knowledge of and ability to apply a range of research techniques and methodologies.</li> <li>(b) organisation and planning skills in relation to research practice.</li> <li>(c) leadership qualities.</li> <li>(d) analytical and report writing skills.</li> <li>(e) an awareness of ethical standards in research practice.</li> </ul> <p>The Nurse Researcher assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.</p> <p>The Nurse Researcher collaborates with the Clinical Nurse Consultant, Nurse Manager and Nurse Educator to facilitate the provision of quality, cost-effective care.</p>	<ol style="list-style-type: none"> <li>1. Develops and conducts nursing research projects in accordance with professional standards for nursing and research practice.</li> <li>2. Maintains ongoing assessment of risk-benefit to persons participating in nursing research.</li> <li>3. Adopts research procedures which protect privacy, confidentiality of information and patient rights.</li> <li>4. Collaborates with nurses and other health professionals engaged in research involving clients of the nursing unit or pertaining to nursing clients.</li> <li>5. Communicates with relevant care givers when selecting research participants.</li> <li>6. Contributes to the functioning of the Ethics Committee.</li> <li>7. Ensures research participants are informed of research and its implications.</li> <li>8. Documents and disseminates research findings.</li> <li>9. Identifies issues requiring policy review.</li> <li>10. Participates in relevant policy development.</li> <li>11. Develops and implements relevant quality assurance programs.</li> <li>12. Participates in staff selection processes.</li> <li>13. Participates in orientation and other staff development activities.</li> <li>14. Participates in performance review mechanisms.</li> <li>15. Ensures a safe working environment.</li> </ol>

<b>Registered Nurse Level 4</b>	<b>Responsibilities</b>
<p>The Level 4 is a Registered Nurse who is appointed as such.</p> <p>The Level 4 has a high level of clinical and management expertise.</p> <p>The Level 4 is responsible for the overall planning, co-ordination, formulation and direction of policies relating to the provision of clinical resident care and the provision of human and material resources for an assigned number of clinical units or a hostel. The Level 4 works collaboratively with other staff to ensure the provision of quality and cost-effective nursing care.</p>	<ol style="list-style-type: none"> <li>1. Engages in co-ordination of care to residents and clients.</li> <li>2. Responsible with the clinical unit staff for a safe standard of resident/client care.</li> <li>3. Develops strategies to effect appropriate quality management program.</li> <li>4. Responsible for operational planning and decision making.</li> <li>5. Promotes participate decision making.</li> <li>6. Co-ordinates and promotes action research.</li> <li>7. Management of human and material resources for specified area.</li> <li>8. Engages in personnel functions.</li> <li>9. Monitors staff allocation for specified areas.</li> <li>10. Responsible for review of occupational health and safety programs for area.</li> <li>11. Participates in the development, monitoring and modification of budgets for area of responsibility in collaboration with the</li> </ol>

<b>Registered Nurse Level 4</b>	<b>Responsibilities</b>
<p>The Level 4 is responsible for the development of appropriate policy and standards for the planning, development, implementation and evaluation of resident/client care.</p>	<p>Director, nurses and others as required.</p> <ol style="list-style-type: none"> <li>12. Researches management issues and problems for designated area including absenteeism, turnover, job satisfaction and occupational injuries.</li> <li>13. Provides effective leadership and support to staff of designated area.</li> <li>14. Represent nursing in multi-disciplinary committees in relation to designated area.</li> <li>15. Functions as a member of a management team.</li> <li>16. Deputises for Director of Nursing when required.</li> <li>17. Provides Supervision for other non-registered staff.</li> <li>18. A Hostel Supervisor shall develop (if required), implement and manage budgets for the hostel.</li> </ol>

<b>Registered Nurse Level 5</b>	<b>Responsibilities</b>
<p>Director of Nursing means an employee appointed as such, who is a Registered Nurse.</p> <p>The Director of Nursing has responsibility for strategic planning and decision-making relating to the organisation.</p> <p>The Director of Nursing is accountable for the activities of the service, participates as a member of the management team and is involved in future planning strategies to ensure the changing needs of residents/clients.</p> <p>The Director of Nursing demonstrates knowledge of contemporary nursing theory and practice and expertise in health and aged care, personnel and financial/economic management. The Director of Nursing demonstrates a high level of management and formulates policies and strategic plans for staff and organisational development.</p>	<ol style="list-style-type: none"> <li>1. Promotes and co-ordinates the delivery of quality care.</li> <li>2. Represents the organisation, its philosophies and objectives.</li> <li>3. Provides overall budgetary management.</li> <li>4. Functions as a member of the management team.</li> <li>5. Represents the interests of nursing and aged care to organisation and the community.</li> <li>6. Demonstrated leadership of nursing with developed philosophies, policies, objectives and goals of the organisation.</li> <li>7. Responsible for strategic and operational planning and decision making.</li> <li>8. Promotes a high standard of nursing practice.</li> <li>9. Promotes participate decision-making and decentralisation of operation.</li> <li>10. Responsible for the overall Supervision of care and operational staff.</li> <li>11. The Director of Nursing shall be responsible to implement the requirements of the relevant legislation governing the Aged Care setting.</li> <li>12. Represents and promotes the organisation to government and the broader community.</li> </ol>