

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

Western Downs Regional Council

AND

Queensland Nurses and Midwives Union

(Matter No. CB/2021/27)

WESTERN DOWNS REGIONAL COUNCIL NURSES CERTIFIED AGREEMENT 2021

Certificate of Approval

On 16 August 2021 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Western Downs Regional Council Nurses Certified Agreement 2021*

Parties to the Agreement:

- Western Downs Regional Council
- Queensland Nurses and Midwives Union

Operative Date: 16 August 2021

Nominal Expiry Date: 16 August 2024

Previous Agreements: *Western Downs Regional Council Nurses Certified Agreement 2011*

Termination Date of Previous Agreements: 16 August 2021 (Matter No CB/2021/26)

By the Commission

S C PIDGEON
Industrial Commissioner

16 August 2021

WESTERN DOWNS REGIONAL COUNCIL NURSES CERTIFIED AGREEMENT 2021

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PART 1 - APPLICATION AND OPERATION

1.1. Title

This Agreement shall be known as the Western Downs Regional Council Nurses Certified Agreement 2021.

1.2. Application of Agreement

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

1.2.2 The parties bound by this agreement are:

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

1.3. Period of Operation and Renegotiation of Agreement

This Certified Agreement shall operate in accordance with its terms from the date of certification in the Queensland Industrial Relations Commission (QIRC) and shall operate for a period of three (3) years. Negotiations for a new Agreement will commence six (6) months prior to the expiry date of this Agreement.

PART 2 - PURPOSE OF AGREEMENT

2.1 Objectives

Commitment to Quality Care

2.1.1 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 Aged Care Quality Standards and the Australian Aged Care Quality and Safety Commission.

2.1.2 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.

2.1.3 Through this agreement, the parties commit to developing strategies to address and reduce the frequency and amount of casual employment.

2.1.4 The parties to this agreement will collectively strive to achieve quality clinical outcomes for residents/clients.

2.1.5 The purpose of this agreement is to achieve a stable industrial relations framework.

PART 3 - INTERPRETATION

3.1 Relationship Parent Awards

3.1.1 The Certified Agreement shall be read and interpreted wholly in conjunction with the *Local Government Industry (Stream C) Award - State 2017*, provided that where there is any inconsistency between this Certified Agreement and the Award, the provisions of this Certified Agreement shall take precedence.

3.2 Definitions

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 Division 2 - Section 3 - Schedule 1 - (Classifications - Nursing Services) in the parent award:

- 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 Division 2 - Section 3 - Schedule 1 - (Classifications - Nursing Services) in the parent award.
- 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) *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.
- (g) *Employer's* means the Western Downs Regional Council.
- (h) *QNMU* - Queensland Nurses and Midwives' Union.
- (i) *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 cannot be reached then Western Downs Regional Council reserves the right to implement organisational directives.

4.2 Consultation - Introduction of changes

4.2.1 Employer's duty to notify

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities 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.

- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 4.2.1(a) and (b) an alteration shall be deemed not to have significant effect.

4.2.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union/s 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, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 4.2.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, 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.
- (d) Notwithstanding the provision of clause 4.2.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

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 effects 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 workload 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 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.

- 4.3.4 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 endeavor 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 endeavor 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 15.2 of the parent Award.
- (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 6.4.1.
- 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 Redundancy

- 5.4.1 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 11 of the parent Award, 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.

- 5.4.2 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.

5.4.3 Employees with less than one year's service

Clause 4.2 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.

5.4.4 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.

5.5 Abandonment of Employment

- 5.5.1 An employee who has been absent for seven (7) or more working days without Council's consent and who does not, during such time, establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 5.5.2 Before an employee's employment is terminated on the basis of abandonment of employment, Council shall make a reasonable effort to contact the employee.
- 5.5.3 Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence with Council's consent.

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) 3.5%, operative from the first pay period after date certification; and
- b) 2.3%, operative from the first pay period 12 months after date certification; and
- c) 2.3%, operative from the first pay period 24 months after date certification.

6.1.2 Wage increases for each classification are set out in Schedule 1 of this Agreement.

6.2 Allowances

6.2.1 The allowances contained in Schedule 2 shall be increased in line with the wage increases prescribed in clause 6.1.1 (a)(b)(c) unless otherwise prescribed.

6.2.2 Unless the allowance is prescribed in Schedule 2, it shall not apply.

6.2.3 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.

6.2.4 Vehicle Allowance

Where an employee is required to use their own motor vehicle, they shall be paid the motor vehicle allowance in accordance with the provisions of the parent Award.

6.2.5 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.

6.2.6 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 \$12.04 per shift. For the purposes of clause 6.2.4 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 6.2.4 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.

6.2.7 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.

6.2.8 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 st period to commence on or after 1 st July 2011 | From 1 st period to commence on or after 1 st July 2012 | From 1 st period to commence on or after 1 st July 2013 |
|---|---|---|---|
| Continuing Education Credential | \$34.15 | \$35.25 | \$36.40 |
| Continuing Education Advanced Credential | \$62.50 | \$64.53 | \$66.65 |

- (e) Subject to 6.2.8 (d), entitlements under clause 6.2.8 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 6.2.8 (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 6.2.8.
- (h) An employee aggrieved by a decision made under clause 6.2.8 may follow the grievance procedure in clause 4.4.

6.3 Progression within Classifications

6.3.1 Full-time Employees

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

6.3.2 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.

6.3.3 Casual Employees

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.

For the purposes of this clause, continuous service for a casual employee means that not more than 3 months has passed between one employment engagement and the next.

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.

6.4 Progression and Advancement

6.4.1 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 Division 2 - Section 3 - Schedule 1 - (Classifications - Nursing Services).
- (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.

6.4.2 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.

6.4.3 Registered Nurse Level 2 – Community

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

6.5 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.

6.6 Total Experience to Count

- 6.6.1 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:
- 6.6.2 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.
- 6.6.3 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.
- 6.6.4 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:
- 6.6.5 Provided further that the onus of proof of previous experience shall be upon the employee.
- 6.6.6 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.
- 6.6.7 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.

6.7 Salary Sacrifice

- 6.7.1 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.

6.8 Payment of Wages

- 6.8.1 Wages will be paid fortnightly by electronic funds transfer into an account nominated by the employee.
- 6.8.2 Wages shall be paid no later than two business days after the completion of the fortnight.
- 6.8.3 Where it is identified and agreed, an employee who is overpaid shall have the overpayment reimbursed in accordance with s376 of the *IR Act 2016*.
- 6.8.4 Western Downs Regional Council shall provide all employees with pay advice in accordance with the *Industrial Relations Act 2016* and in addition shall include the employee's sick leave balance.

6.9 Superannuation

- 6.9.1 Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund.
- 6.9.2 Whilst an employee is on workers' compensation, Council will continue to pay superannuation employer 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 15.5 of parent award 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 standalone 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 Clarification of Starting and Finishing Times

Employees are required to observe the nominated starting and finishing times for the workday 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.

7.1.9 *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 \$13.45 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 \$13.45 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.

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 year's 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.

8.1.4 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.
- b) 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.
- c) 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.

8.1.5 *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.

8.1.6 *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 month 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)]

8.1.7 *Cashing Out of Annual Leave*

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

- (b) 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);
- (c) a request to cash out annual leave must be submitted in writing;
- (d) a minimum of 1 week's leave is cashed out per election;
- (e) 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';
- (f) 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;
- (g) 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)
- 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)
 - Show Day
- (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 day's 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 employee's rostered day off duty, the employee shall be paid an additional day's pay, or shall be granted a day's 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 day 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 five (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 Employees may be granted bereavement leave on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below:

8.4.2 Employees are entitled to ten (10) working days leave for immediate family members or household members. Additional time away from the workplace will be at the discretion of the Chief Executive Officer.

An **immediate family member** is a: spouse or former spouse, de facto partner or former de facto partner, child, parent, grandchild, sibling or child, parent or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner). This definition includes step-relations (e.g. Step-parents and step-children) as well as adoptive relations.

A **household member** is: any person who lives with the employee; they do not need to be a relative. For bereavement leave entitlements for family members not mentioned above, refer to the relevant Enterprise Agreement.

8.4.3 Employees are entitled to four (4) working days leave for grandfather, grandmother, grandfather-in-law, grandmother-in-law, daughter-in-law, half-sister, half-brother, first aunt, first uncle.

8.4.4 This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration under the provisions of the *Oaths Act* if required.

8.4.5 Employees may also be granted a maximum of four (4) ordinary hours' time off in other special circumstances to attend a funeral service without loss of payment with prior approval from the employee's immediate supervisor.

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.

8.5.9 *Cashing Out Long Service Leave*

An employee may make a written request to the CEO or relevant delegate, to request cashing out a portion of their accrued pro-rata long service leave entitlements (ie a minimum of seven (7) years LSL accruals = 9.1 weeks) where there is a genuine case of hardship or distress. The minimum period of LSL that can be paid out is one (1) week.

8.6 Parental Leave

8.6.1 The provisions of Division 8 of the *Industrial Relations Act 2016* will have application.

8.6.2 Paid Parental Leave

(a) In addition to the provisions of *Industrial Relations Act 2016* 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 Domestic and Family Violence Leave

8.7.1 Council is committed to supporting victims of domestic and family violence to continue to participate in the workplace and maintain their employment by providing a range of support. It is recognised that some employees may sometimes experience a situation of violence in their personal life that may affect their attendance, needs or performance at work.

8.7.2 Employees (other than casual employees) who experience and are victims of domestic violence are entitled to up to ten (10) days paid Domestic and Family Violence Leave each year, in accordance with the full principles of Part 3 Division 7 of the *Industrial Relations Act 2016*.

8.7.3 A long-term casual employee who experiences and is a victim of domestic violence is entitled to ten (10) unpaid days each year.

8.7.4 A short-term casual employee who experiences and is a victim of domestic violence is entitled to two (2) unpaid days each year.

8.7.5 This leave is separate to other leave accruals and employees are also able to access other leave types for periods related to Domestic or Family Violence.

8.7.6 It is acknowledged that employees facing domestic or family violence situations may not be in a position to supply supporting documentation. In principle requests for leave associated with these situations will not be unreasonably refused and they will be handled in a sensitive, confidential, supportive and non-judgemental manner.

8.7.7 Council will not discriminate or take any adverse action against an employee if attendance or work performance is impacted as a result of being a victim of family or domestic violence. In return it is expected that employees affected will seek assistance and advise their supervisor of the general progress of that assistance as appropriate.

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 employee's 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 (2) 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 five (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 44.

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 employee's 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 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.

10.2 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.

10.3 Savings Provision

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

10.3.2 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 and Midwives' Union: In the presence of:

Elizabeth Mohle
(signature)

Merren Dickens
(witness to sign)

AND

Signed for Western Downs Regional Council:

In the presence of:

Ross Musgove
(signature)

Hailey Wex
(witness to sign)

SCHEDULE 1

| | | | | First Full Pay Period after date of certification - 3.5% increase | | | First Full Pay Period 12 months after date of certification - 2.3% increase | | | First Full Pay Period 24 months after date of certification - 2.3% increase | | |
|----------------------------|---------------------------|-------------------------------------|---------------------------|---|--------------------------|----------------|---|--------------------------|----------------|---|--------------------------|----------------|
| Classification | Current Hourly Rate | Current Hourly Rate Casual | Current Weekly Rate | Hourly Rate | Hourly Rate Casual | Weekly Rate | Hourly Rate | Hourly Rate Casual | Weekly Rate | Hourly Rate | Hourly Rate Casual | Weekly Rate |
| TRAINEES | | | | | | | | | | | | |
| Trainee Assistant Nurse | 17.40 | 21.40 | 661.11 | 18.01 | 22.15 | 684.25 | 18.42 | 22.66 | 699.99 | 18.84 | 23.18 | 716.09 |
| Assistant Nurses | | | | | | | | | | | | |
| AN Level 1.1 | 22.79 | 28.03 | 865.75 | 23.58 | 29.00 | 896.05 | 24.12 | 29.67 | 916.66 | 24.68 | 30.35 | 937.74 |
| AN Level 1.2 | 23.27 | 28.63 | 884.54 | 24.09 | 29.63 | 915.50 | 24.65 | 30.31 | 936.56 | 25.21 | 31.01 | 958.10 |
| AN Level 2.1 | 23.86 | 29.35 | 906.64 | 24.69 | 30.37 | 938.37 | 25.26 | 31.07 | 959.95 | 25.84 | 31.79 | 982.03 |
| AN Level 2.2 | 24.35 | 29.95 | 925.22 | 25.20 | 31.00 | 957.60 | 25.78 | 31.71 | 979.63 | 26.37 | 32.44 | 1002.16 |
| AN Level 3 | 25.33 | 31.15 | 962.60 | 26.22 | 32.25 | 996.29 | 26.82 | 32.99 | 1019.21 | 27.44 | 33.75 | 1042.65 |
| Enrolled Nurse (EN) | | | | | | | | | | | | |
| EN Level 1.1 | 26.56 | 32.66 | 1009.28 | 27.49 | 33.81 | 1044.60 | 28.12 | 34.59 | 1068.63 | 28.77 | 35.39 | 1093.21 |
| EN Level 1.2 | 26.94 | 33.13 | 1023.72 | 27.88 | 34.30 | 1059.55 | 28.52 | 35.08 | 1083.92 | 29.18 | 35.89 | 1108.85 |
| EN Level 2.1 | 27.69 | 34.06 | 1052.22 | 28.66 | 35.25 | 1089.05 | 29.32 | 36.06 | 1114.10 | 29.99 | 36.89 | 1139.72 |
| EN Level 2.2 | 28.18 | 34.66 | 1070.91 | 29.17 | 35.88 | 1108.39 | 29.84 | 36.70 | 1133.88 | 30.53 | 37.55 | 1159.96 |
| EN Level 2.3 | 28.58 | 35.15 | 1085.98 | 29.58 | 36.38 | 1123.99 | 30.26 | 37.22 | 1149.84 | 30.95 | 38.07 | 1176.29 |

| | | | | First Full Pay Period after date of certification - 3.5% increase | | | First Full Pay Period 12 months after date of certification - 2.3% increase | | | First Full Pay Period 24 months after date of certification - 2.3% increase | | |
|-------------------------------------|---------------------------|-------------------------------------|---------------------------|---|--------------------------|----------------|---|--------------------------|----------------|---|--------------------------|----------------|
| Classification | Current Hourly Rate | Current Hourly Rate Casual | Current Weekly Rate | Hourly Rate | Hourly Rate Casual | Weekly Rate | Hourly Rate | Hourly Rate Casual | Weekly Rate | Hourly Rate | Hourly Rate Casual | Weekly Rate |
| Registered Nurse Level 1 | | | | | | | | | | | | |
| RN Level 1.1 | 28.93 | 35.58 | 1099.51 | 29.95 | 36.84 | 1137.99 | 30.64 | 37.68 | 1164.17 | 31.34 | 38.55 | 1190.94 |
| RN Level 1.2 | 31.50 | 38.75 | 1196.87 | 32.60 | 40.10 | 1238.76 | 33.35 | 41.02 | 1267.25 | 34.12 | 41.96 | 1296.40 |
| RN Level 1.3 | 34.12 | 41.97 | 1296.61 | 35.32 | 43.44 | 1341.99 | 36.13 | 44.44 | 1372.86 | 36.96 | 45.46 | 1404.43 |
| RN Level 1.4 | 36.75 | 45.20 | 1396.25 | 38.03 | 46.78 | 1445.12 | 38.90 | 47.85 | 1478.36 | 39.80 | 48.95 | 1512.36 |
| Registered Nurse Level 2 | | | | | | | | | | | | |
| RN Level 2.1 | 38.94 | 47.89 | 1479.37 | 40.29 | 49.56 | 1531.15 | 41.22 | 50.70 | 1566.36 | 42.17 | 51.87 | 1602.39 |
| RN Level 2.2 | 40.68 | 50.04 | 1545.96 | 42.11 | 51.79 | 1600.07 | 43.08 | 52.98 | 1636.87 | 44.07 | 54.20 | 1674.52 |
| Registered Nurse Level 3 | | | | | | | | | | | | |
| RN Level 3.1 | 43.28 | 53.24 | 1644.67 | 44.80 | 55.10 | 1702.23 | 45.83 | 56.37 | 1741.38 | 46.88 | 57.66 | 1781.44 |
| RN Level 3.2 | 45.28 | 55.69 | 1720.56 | 46.86 | 57.64 | 1780.78 | 47.94 | 58.97 | 1821.74 | 49.04 | 60.32 | 1863.64 |
| RN Level 3.3 | 45.52 | 55.99 | 1730.06 | 47.12 | 57.96 | 1790.61 | 48.21 | 59.29 | 1831.80 | 49.31 | 60.66 | 1873.93 |
| Registered Nurse Level 4 | | | | | | | | | | | | |
| Grade 1 | 50.51 | 62.13 | 1919.42 | 52.28 | 64.30 | 1986.60 | 53.48 | 65.78 | 2032.29 | 54.71 | 67.30 | 2079.03 |
| Grade 2 | 54.34 | 66.84 | 2065.00 | 56.24 | 69.18 | 2137.28 | 57.54 | 70.77 | 2186.43 | 58.86 | 72.40 | 2236.72 |
| Grade 3 | 58.16 | 71.54 | 2210.27 | 60.20 | 74.05 | 2287.63 | 61.59 | 75.75 | 2340.24 | 63.00 | 77.49 | 2394.07 |
| Registered Nurse Level 5 | | | | | | | | | | | | |
| Grade 1C | 43.58 | 53.61 | 1655.92 | 45.10 | 55.48 | 1713.88 | 46.14 | 56.75 | 1753.30 | 47.20 | 58.06 | 1793.62 |
| Grade 1B | 48.49 | 59.64 | 1842.39 | 50.18 | 61.72 | 1906.87 | 51.34 | 63.14 | 1950.73 | 52.52 | 64.59 | 1995.60 |
| Grade 1A | 50.51 | 62.13 | 1919.42 | 52.28 | 64.30 | 1986.60 | 53.48 | 65.78 | 2032.29 | 54.71 | 67.30 | 2079.03 |
| Grade 2 | 53.79 | 66.17 | 2044.25 | 55.68 | 68.49 | 2115.80 | 56.96 | 70.06 | 2164.46 | 58.27 | 71.67 | 2214.24 |
| Grade 3 | 58.16 | 71.54 | 2210.27 | 60.20 | 74.05 | 2287.63 | 61.59 | 75.75 | 2340.24 | 63.00 | 77.49 | 2394.07 |
| Grade 4 | 62.55 | 76.94 | 2376.71 | 64.73 | 79.62 | 2459.89 | 66.22 | 81.45 | 2516.47 | 67.75 | 83.33 | 2574.35 |
| Nurse Practitioner Candidate | 46.25 | 56.88 | 1757.42 | 47.87 | 58.88 | 1818.93 | 48.97 | 60.23 | 1860.77 | 50.09 | 61.62 | 1903.56 |
| Nurse Practitioner | 52.49 | 64.57 | 1994.89 | 54.33 | 66.83 | 2064.71 | 55.58 | 68.37 | 2112.20 | 56.86 | 69.94 | 2160.78 |

SCHEDULE 2

| Name | Agreement Clause Reference | Current Rate | First Full Pay Period after date of certification - 3.5% increase | First Full Pay Period 12 months after date of certification - 2.3% increase | First Full Pay Period 24 months after date of certification - 2.3% increase |
|--|--|---------------------|--|--|--|
| Uniform & Laundry Allowance | 6.2.1 (b) | 5.00 | 5.18 | 5.29 | 5.42 |
| | 6.2.1 (c) | 0.50 | 0.52 | 0.53 | 0.54 |
| Vehicle Allowance | 6.2.2 Award - Division 1 - 13.2 (b)(i) | 0.80 | 0.83 | 0.85 | 0.87 |
| Morning/Afternoon/Night Supervisor Allowance | 6.2.4 (a) | 12.04 | 12.46 | 12.75 | 13.04 |
| | 6.2.4 (b) | 10.00 | 10.35 | 10.59 | 10.83 |
| Qualification Allowance | 6.2.6 (d) Continuing Education Credential | 36.40 | 37.67 | 38.54 | 39.43 |
| | 6.2.6 (d) Continuing Education Advanced Credential | 66.65 | 68.98 | 70.57 | 72.19 |
| Meal Allowance | 7.4.1 (f) | 13.45 | 13.92 | 14.24 | 14.57 |