

Bupa Aged Care Australia Victorian Enterprise Agreement 2017

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Part 1—Application and Operation

1. Title

This Agreement shall be called the Bupa Aged Care Australia Victorian Enterprise Agreement 2017.

2. Commencement and Duration

This Agreement shall come into operation on the seventh day after the Agreement is approved by the Fair Work Commission and will nominally expire on 31 October 2020.

3. Definitions and interpretation

3.1 In this Agreement, unless the contrary intention appears:

Aged Care Worker means a person whose employment would, but for this Agreement, be covered by the Aged Care Award 2010

Agreement means this enterprise agreement, the Bupa Aged Care Australia and ANMF Victorian Enterprise Agreement 2017

Allowance Rate where specified, means the relevant percentage of the following Grade, Level or Wage Skill Group:

- For RN shift allowances – Grade 1
- For other RN allowances – Grade 2 Year 3
- For Enrolled Nurse allowances – Level 2.1
- For Aged Care Employee allowances – Wage Skill Group 5 Year 1

ANMF means the Australian Nursing and Midwifery Federation (Victorian Branch)

Bupa means Bupa Aged Care Australia Pty Ltd ABN 74 082 931 575

Bupa facilities means aged care facilities operated by Bupa in Victoria

employee means a person employed by Bupa in Victoria and as described in clause 4.1(b) of this Agreement

employer means Bupa

FWC means the Fair Work Commission or its successor

FW Act means the Fair Work Act 2009 (Cth)

HWU means the Health Services Union

NES means the National Employment Standards, contained in the FW Act

NMBA is the Nursing and Midwifery Board of Australia

Redundancy occurs where Bupa has made a definite decision that it no longer wishes

the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour

Registered Nurse and Enrolled Nurse or RN / EN employee have the same meaning as Registered Nurse Division 1 and Registered Nurse Division 2 respectively

Registered health practitioner or registered medical practitioner means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under The National Health Practitioner Regulation National Law Act of a State, Territory or the Commonwealth

Transfer of business has the same meaning as in Part 2-8 of the FW Act

Union means the ANMF

- 3.2** Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies to the extent of any advantage to the employee.

4. Parties and coverage

- 4.1** The parties to this Agreement are:

- (a) Bupa Aged Care Australia Pty Ltd ABN 74 082 931 575; and
- (b) All Bupa employees employed at Bupa's facilities in Victoria whose roles fall within the classifications in Schedule B to this Agreement.

The parties acknowledge that the relevant unions may make an application to be covered by the Agreement in accordance with section 183 of the FW Act. The parties support that application being made.

- 4.2** This Agreement applies to Bupa employees in the state of Victoria whose employment would, but for the operation of this Agreement, be covered by the Nurses Award 2010 or the Aged Care Award 2010. This Agreement shall apply to all employees of Bupa performing work within the classifications contained in Schedule B of this Agreement.

5. Relationship to the NES, Awards and previous enterprise agreement

- 5.1** Minimum entitlements regarding annual leave, personal/carer's leave, compassionate leave, parental leave, community service leave and other entitlements are set out in the NES. Where this Agreement also has provisions regarding entitlements in the NES which are more favourable to an employee in a particular respect than the equivalent provisions of the NES, then that more generous provision of this Agreement will prevail in that respect. To avoid doubt, the provisions of the NES do not form part of this Agreement.

- 5.2** This Agreement constitutes the entirety of the terms of agreement that exist between the parties and replaces any industrial instrument that may have previously applied to an employee. Specifically, this Agreement entirely replaces and supersedes the terms of any state or federal award or enterprise / workplace / certified agreement that may have applied to any employee now covered by this Agreement including but not limited to the:

- (a) Nurses Award 2010;

- (b) Aged Care Award 2010;
- (c) Health Professionals and Support Services Award 2010;
- (d) Bupa Care Services, ANF and HSU Enterprise Agreement 2013;
- (e) Nurses (Victorian Health Services) Award 2000; and
- (f) Health and Allied Services – Private Sector – Victoria Consolidated Award 1998.

5.3 The Schedules and Appendices attached to this Agreement form part of this Agreement.

6. Flexibility term

6.1 Bupa and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

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

6.2 Bupa must ensure that the terms of the individual flexibility arrangement:

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

6.3 Bupa must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Bupa and employee; and
- (c) is signed by Bupa and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

6.4 Bupa must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5 Bupa or employee may terminate the individual flexibility arrangement:

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

Part 2—Consultation and Dispute Resolution

7. Consultation regarding major workplace change

7.1 This term applies if:

- (a) Bupa has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

7.2 Bupa must notify the relevant employees of the decision to introduce the major change.

7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

7.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise Bupa of the identity of the representative; Bupa must recognise the representative.

7.5 As soon as practicable after making its decision, Bupa must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures Bupa is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion -- provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the

change proposed; and

- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

7.6 However, Bupa is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.7 Bupa must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

7.8 In this clause, a major change is *likely to have a significant effect on employees* if it results in:

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

7.9 In this clause, *relevant employees* means the employees who may be affected by the major change.

7.10 In addition to the above, Bupa will consult with employees about changes to their regular roster or ordinary hours of work. In doing so, Bupa will:

- (a) allow the employee to be represented during the consultation process by the person or organisation of their choice;
- (b) provide information to the employee about the change;
- (c) invite the employee to give his or her views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (d) consider any views about the impact of the change that are given by the employees.

8. Dispute resolution

8.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and the Regional/ State Director or National HR

Manager. The parties to the dispute will use all reasonable endeavours to ensure the above steps take place within seven days (or such longer period as may be mutually agreed).

- 8.2** If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 8.1 have been taken, a party to the dispute may refer the dispute to FWC.
- 8.3** The parties may agree on the process to be utilised by the FWC including mediation, conciliation and arbitration. In the absence of such agreement, the FWC may mediate or conciliate in order to seek resolution of the dispute. If such mediation or conciliation does not resolve the dispute, either party may refer the dispute to the FWC for arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 8.4** Any decision or order of the FWC following arbitration will be binding on the parties, subject to a party's rights of appeal.
- 8.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 8.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the FW Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Bupa to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

9. Types of employment

9.1 *Employment categories*

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

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

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

9.2 *Full-time employment*

A full-time employee is one who is engaged to work 76 hours per fortnight or an average of 76 hours per fortnight.

9.3 *Part-time employment*

- (a) A part-time employee is an employee who is engaged to work less than an average of 76 ordinary hours per fortnight and whose hours of work are reasonably predictable.
- (b) Before commencing part time employment, Bupa and a part time employee will agree in writing the guaranteed minimum numbers of hours to be worked and the rostered days worked through the displayed roster which will apply to those hours.
 - (i) The terms of the agreement may be varied by agreement. Any variation to the agreement will be recorded in writing.
- (c) The minimum hours which a part time employee will be required to work on a rostered day or shift is 3 hours. This minimum engagement excludes recall to work (clause 18.9) and attendance at meetings and mandatory training.
- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary fortnightly hours for full-time employees are 76.
- (e) A part-time employee may request a review of their agreed part-time hours in order to incorporate regular additional ordinary hours into their agreed part-time hours where:
 - (i) Additional hours are regularly worked over a period of at least six months; and
 - (ii) Where the additional hours are being worked over a period of at least six months are as a result of a permanent vacancy.
- (f) A request by a part-time employee for regular additional hours to be incorporated

subject to cl.9.3(e):

- (i) will be provided in writing; and
 - (ii) will be responded to no later than 21 days of the written request being received; and
 - (iii) will not be unreasonably refused by Bupa; and
 - (iv) where approved, be confirmed in writing as a variation to the employee's contract; or
 - (v) where declined, be accompanied by a written explanation for the refusal.
- (g) Regular additional hours do not include where an employee's additional hours are for the replacement of temporary absence of other employees (e.g. parental leave, personal leave, long service leave, or workers' compensation), or where the additional hours are the result of a flexible work arrangement.

9.4 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis. A casual employee will be engaged in relieving work or work of a casual nature and their engagement is terminable without the requirement of prior notice by either party.
- (b) A casual RN or EN employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%. In addition, a casual RN or EN employee shall be entitled to receive the appropriate uniform and other allowances prescribed herein. A casual RN or EN employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (c) The minimum hours which a casual employee will be required to work on a rostered day or shift is 3 hours. This minimum engagement excludes recall to work (clause 18.9) and attendance at meetings and mandatory training.
- (d) A casual Aged Care Employee shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25%. Extra payments for work on Saturdays, Sundays and public holidays are instead of and replace the casual loading otherwise payable under this Agreement.
- (e) The Annual Leave, paid Personal Leave, paid Compassionate Leave, paid Parental Leave and Termination of Employment provisions shall not apply in the case of a casual employee.
- (f) Where a casual employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, worker's compensation leave and extended sick leave), either Bupa or the employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.

10 Fixed Term employment contracts

- (a) Fixed term employment will only be used for genuine fixed term arrangements.
- (b) 'Genuine fixed term arrangements' include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects, re- fresher courses, supervised practise for re-registration and post-graduate training.

11 Termination of employment

- 11.1** A casual employee or an employee whose employment is terminated summarily for serious or wilful misconduct is not entitled to notice of termination or payment in lieu of notice. However, the following notice periods apply to all other terminations at Bupa's initiative:

Employee's period of continuous service with Bupa at the end of the day the notice is given	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

* Increase the notice period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Bupa at the end of the day the notice is given. Bupa may require an employee to work out their period of notice or make payment in lieu of notice (or a combination of the two).

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Bupa may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee. This amount may only be withheld with the written consent of the employee.

11.3 Abandonment of employment

Where an employee is absent from work for a consecutive period of 3 shifts and without notification to the employer, the employer will attempt to contact the employee by telephone. If such attempt is unsuccessful, the employer will be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for his or her absence within two days of receipt of such request, the employee will be considered to have abandoned employment.

12 Redundancy

- 12.1** Subject to this clause, where the employment of an employee is terminated due to redundancy Bupa shall provide the employee with notice or payment in lieu of notice in accordance with clause 11.1 above and shall pay the severance payments outlined below in respect of a continuous period of service.

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	12 weeks

In this clause 12.1, "week's pay" means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- (i) overtime;
- (ii) penalty rates;
- (iii) disability allowances;
- (iv) shift allowances;
- (v) special rates;
- (vi) fares and travelling time allowances;
- (vii) bonuses; and
- (viii) any other ancillary payments of a like nature

12.2 *Transfer to lower paid duties*

Where an employee agrees and is transferred to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer will make a payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 *Job search entitlement*

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the

request of Bupa, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

12.4 *Transfer of business and alternative employment*

- (a) An employee is not entitled to a severance payment under sub-clause 12.1 of this Agreement where:
 - (i) there is a transfer of employment (as that term is defined in the FW Act) and the employee's service with Bupa counts as service with the new employer; or
 - (ii) the employee rejects an offer of alternative employment from Bupa or a new employer (including a related body corporate of Bupa) that:
 - is on terms and conditions substantially similar to, and on an overall basis no less favourable than the employee's terms and conditions of employment with Bupa at the time the employee's employment terminates;
 - recognises the employee's service with Bupa for the purpose of redundancy.

Part 4—Minimum Wages and Related Matters

13 Classifications

- (a) The classifications, wage rates and allowances are set out in Schedule A and Schedule B of this Agreement. For progression for all classifications under this agreement, refer to Schedule B.
- (b) Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into Schedule B of this Agreement.

All prior experience in the industry will be recognised by Bupa in relation to both Aged Care Employees and Registered and Enrolled Nurses as defined.

14 Registered and Enrolled Nurses

14.1 Registered Nurse Entry Level

- (a) A Graduate Nurse shall be paid at Grade 1 Year 1 in the first year following registration, subject to the provisions of Schedule B.
- (b) Despite 14.1(a), an Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the weekly salary applicable to that Enrolled Nurse effective from commencement of employment in the role of Registered Nurse

14.2 Enrolled Nurses

The structure for Enrolled Nurses is set out in Schedule B. For the avoidance of doubt, the hourly rate prescribed in Schedule B is inclusive of a 4% medication allowance.

15 Aged Care Employees

15.1 Included at Schedule B is the staffing structure for personal care workers, however titled, within aged care facilities. Reference to “Wage Skill Group” refers to the Wage Skill Group Structure outlined in Schedule B of this Agreement.

15.2 The classification structure for Activities/Lifestyle/Diversional Therapists is set out in Schedule B and the definitions are attached in Schedule B.

16 Minimum salary rates

Each employee covered by this Agreement will be paid not less than the minimum rate for that employee’s classification as set out in Schedule B. The hourly rates of pay in Schedule A will increase during the life of this Agreement in accordance with clause 17 below.

17 Wage increases

17.1 The hourly rates of pay set out in Schedule A shall increase during the life of this Agreement on the dates specified below:

- (a) **2.75% increase on 1 August 2017**

- (b) **2.50% increase on 1 July 2018**
- (c) **2.50% increase on 1 July 2019**
- (d) **1.00% increase on 1 October 2019**
- (e) **2.50% increase on 1 July 2020**

17.2 So long as an employee is subject to this Agreement, the basic periodic rate of pay that is payable to the employee will not be less than the basic rate of pay which would be applicable to the employee under the Nurses Award 2010 or Aged Care Award 2010 had the employee not been subject to this Agreement. All wage increases will be inclusive of federal minimum wages applicable for that year and also additional uplifts of statutory superannuation.

18 Allowances

- (a) At the time of any adjustment to wages rates in this Agreement, each expense related allowance payable under this Agreement will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) All allowances payable under this Agreement which are not expense related (as described in clause 18(a)) will be increased in accordance with the wage increase rates set out in clause 17.1 above (unless they are expressed as a percentage of a wage rate, in which case the increase is already accounted for).
- (c) A summary of the allowances to which employees covered by this agreement are entitled is included in Schedule A.

18.1 Payment for criminal history checks

Where an employee or a potential employee is required to undergo a criminal history check to be able to work with Bupa, Bupa will pay for that check in full.

18.2 Qualifications Allowance – Registered Nurse

A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:

- (a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to residential aged care, specifically one of the following areas:
 - Gerontological nursing, or
 - Management, or
 - Other qualification with a component that has application to nursing in Aged Care.

In the case of qualifications regarding Management, such qualifications will be deemed relevant where the Employee is classified at Grade 4 or above.

- (b) In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
- (i) the clinical or other area of work of the Registered Nurse;
 - (ii) the classification and position description of the Registered Nurse;
 - (iii) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality resident care and/or assist in the administration of the unit/area in which the Registered Nurse is employed.
- (c) A Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (d) For the avoidance of doubt a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse with the exception of:
- A Hospital Certificate or Graduate Certificate
 - Postgraduate Diploma
 - An Honours Degree
 - A double degree
 - A Master's Degree
 - A Doctorate
- (e) Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University Graduate Certificate and the training/education facility verifies that in writing.
- (f) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of base rate.
- (g) A Registered Nurse who holds a Postgraduate Diploma (or equivalent) or Degree (or equivalent) (other than a nursing undergraduate degree), an honours degree or a double degree, shall be paid, in addition to her or his salary, 6.5% of base rate.
- (h) A Registered Nurse who holds a Master's Degree (including a Master's Degree completed prior to, or that leads to, registration), shall be paid, in addition to their salary, 7.5% of base rate.
- (i) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, 8.0% of base rate.
- (j) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days in any twelve month period and long service leave.

- (k) The allowance is to be paid on a pro-rata basis for non-full-time Employees, including casuals.

18.3 Nauseous Allowance

Employees who are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers shall be paid an allowance as set out in Schedule B when handling dirty linen. Provided that any employee who is entitled to be paid an allowance under this clause shall be paid no less than the minimum sum as set out in Schedule B.

The allowance does not apply to Registered Nurses and Aged Care Employees in Wage Skill Groups 4, 5, 7 and 9.

18.4 Leader Allowance – Aged Care Employees and Enrolled Nurses

- (a) An Aged Care Employee or Enrolled Nurse who is appointed as a 'Leader' (however titled) will have his/her classification preceded by the term 'Leader' and will be paid an allowance of 10%, to be calculated upon the base rate payable to the Employee under this Agreement (payable pro-rata for part-time employees).
- (b) Appointment of an Aged Care Employee or Enrolled Nurse to a classification preceded by the term 'Leader' will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of the Aged Care Employee or Enrolled Nurse employed in a similar area within the workplace. Examples of a net addition duties or functions include the assignment of a special project or an increased emphasis on the performance of the core functions already undertaken by an Aged Care Employee or an Enrolled Nurse.

For the avoidance of doubt, the absence of a designated 'team' shall not preclude the Employee from obtaining the allowance, consistent with the examples in this clause, where the criteria set out below are satisfied.

- (c) A net addition to the work value of the substantive role required of an Aged Care employee or an Enrolled Nurse would be characterised by:
- the additional functions or duties are a regular and on-going requirement; and
 - experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and
 - the necessity for additional training in a particular aspect of the role above that required to fulfil the role of an Aged Care employee or Enrolled Nurse employed in a similar area of areas; and
 - a greater level of judgment is required from the Aged Care employee or Enrolled Nurse whereby the employee is capable of making independent decisions to a degree not generally expected of an Aged Care employee or Enrolled Nurse employed in a similar area or areas; and
 - a higher degree of accountability is expected for work undertaken, such that the Aged Care employee or Enrolled Nurse is clearly performing at a level above that of her or his peers employed in a similar area or areas with the Employer's

facility.

18.5 Uniforms and Laundry

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate prescribed in Schedule A (at the commencement of the agreement a minimum allowance or part thereof on duty as set out in Schedule B or the weekly amount, whichever is the lesser amount). Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance as prescribed in Schedule B. Bupa will pay the amount per shift or part thereof, but no less than the weekly amount prescribed in Appendix B.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

18.6 Meal Allowance

An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance as set out in Schedule B, in addition to any overtime payment at the rate prescribed below in the following circumstances:

- (a) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
- (b) provided that where such overtime work completed by an employee exceeds four hours a further meal allowance as set out in Schedule B will be paid.
- (c) The meal allowance will be paid as part of the next pay cycle.

18.7 Travelling, Transport and Fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid a kilometre allowance as set out in Schedule C
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.7(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

In the event of any employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the employee.

18.8 Tool Allowance

A tool allowance as set out in Schedule B for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

18.9 On Call Allowance and Recall Provision

- (a) Employees required to be on-call shall be paid an on-call allowance of 5% of the base/allowance rate per twelve-hour period or part thereof.
- (b) In the event of an Employee being recalled to duty during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that Employee shall be paid a minimum of three hours at the appropriate overtime rate. Provided that if the work that is the subject of the recall takes less than three hours to complete, then the Employee may leave the workplace.

19 Payment of wages

- 19.1** Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 19.2** Employees will be paid by electronic funds transfer, as determined by Bupa, into the bank or financial institution account nominated by the employee.
- 19.3** At the time of making payment to the employee, the employer shall provide to each employee a statement (in electronic or hardcopy format) detailing the following information: name and classification of the employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.
- 19.4** When notice of termination of employment has been given by an employee or an employee's services have been terminated by Bupa, payment of all wages and other monies owing to an employee will be made to the employee.
- 19.5** Where an underpayment of wages occurs by reason of an error in calculation by the Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 24 hours at the request of the Employee. This shall not apply where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee. This shall not apply where the employer and employee are in genuine dispute as to whether the monies are owed to the employee.

19.6 Wages shall be paid during working hours not later than Thursday following the end of the weekly or fortnightly pay period provided that except in the case where a public holiday occurs on a Thursday or Friday in which case payment shall be made on the Wednesday.

19.7 If an employee is kept waiting for more than 24 hours in respect to late payment of wages, including payment for termination of employment, however effected, such employee shall be paid overtime rates for the duration of the period until such monies owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.

(a) Notwithstanding the above, this subclause will not come into effect if the payment of wages or other monies owed falls on a Bank Holiday or declared public holiday. This clause will come into effect upon the expiration of such a Bank Holiday or declared public holiday.

(b) This subclause will not come into effect if any unforeseen event outside the control of the employer frustrates the employer's ability to meet the requirements of this subclause.

20 Superannuation

20.1 The subject of superannuation is dealt with extensively by legislation. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

20.2 Bupa shall make occupational superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:

(i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;

(ii) Any other complying fund upon a request from an employee and with the consent of Bupa.

20.3 Bupa shall participate in accordance with the trust fund deeds. Bupa shall make application to the Fund to become a participating Employer in the Fund and shall become a participating Employer upon acceptance by the Trustee of the Fund.

20.4 Upon commencement of employment, Bupa shall provide each Employee with membership forms for the funds at 20.2(i) above and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, Bupa shall forward contributions and Employee details to HESTA.

20.5 Employees with individual choice funds will have their superannuation processed every 3 months.

20.6 Each Employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in 20.4 was forwarded to the Fund.

- 20.7** Bupa will contribute to the Fund, on behalf of each Employee the minimum statutory requirement of ordinary time earnings, calculated to the nearest ten cents (any fraction below five cents shall be disregarded). Contributions will be made on behalf of each Employee regardless of the Employee's age or earnings in any month.
- 20.8** 'Ordinary time earnings' are currently defined by the legislation. The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.
- 20.9** Where Bupa makes an application for an exemption from monthly payments to the Fund, the Employees shall be notified in writing prior to the application being made. Upon request from an Employee, Bupa must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee's behalf or make it available for inspection, save that the Employee shall be entitled to take a copy. Bupa shall contribute all superannuation contributions in accordance with the Trust Deed, save that late payment for reasons beyond the control of Bupa and non-allocation by the Fund shall not constitute a breach of this Agreement.
- 20.10** Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under clause 8, the Dispute Resolutions Clause of this Agreement.
- 20.11 Voluntary Contributions**
- (a) Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise Bupa to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by Bupa at the same time as Bupa's contributions. Where Bupa receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee within fourteen days of receiving the authorisation.
 - (b) An Employee may vary his or her additional contributions by a written authorisation and Bupa must alter the additional contributions within fourteen days of receiving the authorisation. An Employee may only vary his or her additional contributions once each month.
- 20.12 Salary Sacrifice**
- (a) The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced ("the salary sacrifice").
 - (b) The salary sacrifice will be deducted from the Employee's salary and contributed by Bupa to the Fund each month.
 - (c) Bupa will continue to calculate the contributions required above and the Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted
 - (d) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the

salary sacrifice deduction.

- (e) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- (f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.
- (g) The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by Bupa to each Employee.

Part 5—Hours of Work and Related Matters

21 Ordinary hours of work

- 21.1** The ordinary hours of work for a full-time employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 21.2** For all employees covered by this Agreement, the shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 21.3** With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), the work of each shift shall be continuous.
- 21.4** Subject to the roster provision clause 26 – Rostering, not more than 48 ordinary hours is to be worked in any week.

22 Span of hours

The ordinary hours of work for a day worker will be between 6.30 am and 6.00 pm Monday to Friday.

23 Rostered days off

Employees (other than a casual employee) will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

24 Rest breaks between rostered work

An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. By mutual agreement, the 10 hour rest break may be reduced to 8 hours.

Other than by mutual agreement, and at the written request of the employee, no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.

Provided further that notwithstanding anything else contained in this part, where the employer requires an employee to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he/she has been given 24 hours off duty.

For the purposes of this clause the working week shall commence at midnight on a Sunday.

25 Roster Publication

A roster of at least fourteen days' duration setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the ANMF. Meal break intervals will be displayed in a place conveniently accessible to employees

Except as in emergency situations seven days' notice shall be given of a change in roster.

26 Rostering

26.1 This clause applies to all employees covered by this Agreement.

26.2 Employees will work in accordance with a fortnightly roster fixed and posted by Bupa.

26.3 The posting of the roster shall include a statement that an employee may notify the employer that the employee does not agree to a change of shift (as defined in clause 32 Shiftwork) of this Agreement) proposed in that roster and advising employees how to provide any such notification.

26.4 Unless Bupa otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.

26.5 Seven days' notice of a change of roster will be given by Bupa to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

26.6 Where Bupa requires an employee, without seven days' notice and outside the expected circumstances prescribed in 26.5 above, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5 per cent of the allowance rate (as defined).

26.7 An employee, by making a request in writing to Bupa, may have their roster fixed by the provisions of 26.7 b) in lieu of 26.2 to 26.6.

- (a) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
- (b) An employee may repudiate the request referred to in 26.7 at any time, by giving written notice to Bupa. In such a case the roster for the employee shall be fixed according to the provisions of 26.2 to 26.6. from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the employee.

26.8 Staff Replacement and Workload Management

- (a) Bupa is committed to ensuring that staffing levels are appropriate to ensure the delivery of quality resident care in keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident. The appropriate manager (however titled) will ensure that any workload issues, including leave replacement, are raised regularly in staff meetings.
- (b) Should any Employee feel workloads are unreasonable, then they are encouraged to discuss their concerns with their Manager. If appropriate action is not taken to address the workload issues, the Employee may utilise the dispute resolution procedure of this Agreement.
- (c) Where a vacancy arises in Bupa's staffing or where a change to either resident needs or numbers occurs, Bupa will consider staffing requirements based on factors

including but not limited to the assessed needs of the residents.

- (d) Where staffing levels are affected by leave (including personal leave), Bupa will consider replacing the leave vacancy in the roster, subject to consideration of factors Bupa deems relevant including, but not limited to, occupancy level, assessed needs of the residents, skills of staff on the roster and roster requirements.
- (e) Replacement of staff is determined on resident requirements. Replacement will occur when the Employee in charge of the shift, in consultation with the supervisor, determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.
- (f) Where staff replacement is required, as determined above, Bupa shall endeavour to fill the position as soon as practicable. Where required, the position shall be advertised as soon as practicable from the time Bupa determines that replacement is required.
- (g) Bupa is committed to maximising its permanent workforce in line with its occupancy levels. Bupa will always offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual or bank staff, where applicable.

26.9 Director of Nursing / Clinical Care Manager/ RN Cover

- (a) Registered Nurse - Director of Nursing

A full-time Director of Nursing (DON), however titled, or equivalent full-time (what if we have or want a PT one), will be employed at each residential aged care facility. Where there is no Director of Nursing appointed or the position becomes vacant, the employer shall employ a full-time Registered Nurse as Director of Nursing or Clinical Care Manager regardless of the title, the employee shall be paid at the rate of Director of Nursing (or however titled).

- (b) Where the employer has endeavoured to appoint a full time Director of Nursing or Clinical Care Manager but has not been able to, the employer shall fill such position/s to 1 full time equivalent.
- (c) Where, after making a reasonable effort, the employer cannot obtain a suitably qualified Director of Nursing or Clinical Care Manager, the employer may notify the other parties to the Agreement. Where this occurs, nothing in this Agreement shall prevent the parties from reaching agreement regarding staffing on a temporary basis in satisfaction of clauses (a) and (b).

26.10 Registered Nurse- After Hours Nursing Coordinator

In a care home of 61 beds or more, a Registered Nurse will be appointed to be in- charge of the care home during the off duty periods of the Director of Nursing, and be classified as After Hours Coordinator, Grade 5, adjusted bed capacity (50-200 beds). In facilities of 60 beds or less, the applicable Grade will be the Grade 4A rate.

No After Hours Nursing Coordinator will be paid less as a result of the making of this

Agreement.

26.11 Provision of nursing services

The employer will make every practical effort to ensure that a Registered Nurse is employed to work on each shift in each Bupa facility. Such 'practical efforts' are to include:

- (a) Unplanned vacancies (e.g. sick leave, annual leave during school breaks)
 - (i) The vacant shift/s will be offered to existing Registered Nurse employees as additional shifts; and if not filled
 - (ii) The vacant shift/s will be offered to existing Registered Nurse bank or casual employees; and if not filled
 - (iii) Contact will be made with at least one nursing agency and where a nurse is available to fill the vacancy and it is reasonable in all the circumstances to do so the position will be filled by an agency Registered Nurse.
 - (iv) Subject to the unplanned vacant shift/s not being filled by the employer, having followed the preceding practical efforts, the vacant shift/s will be offered to an existing Enrolled Nurse employee in accordance with clause 26.12.

(b) Long term vacancies

When the employer becomes aware that a position is being vacated they will:

- (i) Advertise the position internally, in the first instance within two weeks, and if there are no suitably qualified applicants, then externally within 4 weeks of the employer becoming aware that the position is being vacated.
- (ii) Where the employer follows the 'practical efforts' noted at 26.11(a), they shall not be in breach of this provision.

26.12 Enrolled Nurse - In Charge of Facility Allowance

Where the employer has made every practical effort in accordance with clause 26.11 but no Registered Nurse is available to be rostered on a shift, then an Enrolled Nurse will be designated in charge of the facility for that shift (whether formally appointed or not) and will be paid an allowance as set out in Schedule A in addition to all other allowances.

During the shift a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

27 Letter of Appointment and Service and Training Certificate

- 27.1** Each employee, other than a casual employee, shall receive a Letter of Appointment, stating the place of work, his or her weekly hours, classification, job title, name of applicable industrial instrument (i.e. this Agreement).

- 27.2** Nothing in this clause shall limit the ability of a part time employee to agree to work additional shifts at ordinary rates, save for any other limits prescribed by this Agreement.
- 27.3** Upon termination of employment, howsoever occurring, the employer shall, upon request, provide the employee with a Service and Training Certificate, detailing the following:
- (a) The employee's classification at the time of termination,
 - (b) The employee's training including in-service training, self-directed learning packages or other training on the employee's file,
 - (c) The period of the employee's service,
 - (d) The relevant contact point at the employer to verify the information contained in the certificate.
- 27.4** Upon commencement of employment, the employer will accept a Service and Training Certificate from the employee for the purpose of determining the appropriate classification or experience increment, subject to the following:
- (a) The employee providing the employer with a copy of the Certificate,
 - (b) The issuing employer verifying the contents to the employer upon request of the employer (such verification may be verbal or written).

28 Daylight Saving

If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

29 Saturday and Sunday work

- 29.1** All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half, with the exception that for a Wage Skill Group Employee (Aged Care Employee) only, that all rostered time of ordinary duty performed during the Sunday AM shift shall be paid at time and three-quarters.
- 29.2** Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves work performed by a Wage Skill Group Employee (Aged Care Employee) only of broken shifts outside a spread of nine hours from the time of commencing work - time and three-quarters, and outside a spread of twelve hours from the time of commencing work - double time.

30 Breaks

- 30.1** Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which must be taken before the completion of five hours work. Employees are entitled to leave the facility during their meal break.
- (b) Where an employee is required to remain available to attend to duty or is on duty during their meal break, (including that they are advised that they are unable to leave the facility) or is interrupted during the meal break the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.
- (c) Where an Employee is regularly unable to take his or her meal break then a "crib time" arrangement should operate so that the Employee is granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty.

Provided that at the request of the Employee, and with the agreement of the Employer, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of meal break and crib time provisions, finish the shift 30 minutes earlier.

30.2 Paid Meal Interval

An employee on evening or night duty who is not relieved from duty (and "on call") during a rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time is to be counted as time worked.

30.3 Tea breaks

Employees shall be entitled to a ten-minute rest interval in each four hours worked or part thereof being greater than one hour. Such rest break shall be at a time suitable to the employer and shall be counted as time worked.

31 Overtime

31.1 Overtime penalty rates

- (a) Hours worked by any employee at the request of Bupa, in excess of the rostered daily ordinary hours of hours of work (see clause 21) are to be paid as follows:
 - (i) Monday to Saturday – time and a half for the first two hours and double time thereafter;
 - (ii) Sunday – double time; and
 - (iii) Public holidays—double time and a half.

A part-time employee who is required to work hours that are in excess of the daily ordinary hours of an equivalent full-time employee on a day or shift, or is required to work additional shifts or is required to work in excess of 38 hours per week is entitled to

be paid at overtime rates for that work.

- (b) Overtime rates under this clause 31 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 32 — Shiftwork.

31.2 Time off instead of payment for overtime

- (a) By agreement between Bupa and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) Where such accrued time has not been taken within the 28 day period, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

31.3 Rest period after overtime

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

31.4 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes with each four hours or part therefore of overtime worked if required to continue to work after the break.

31.5 Recall to work

In the event of an Employee being recalled to duty during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that Employee shall be paid a minimum of three hours at the appropriate overtime rate. Provided that if the work that is the subject of the recall takes less than three hours to complete, then the Employee may leave the workplace.

32 **Shiftwork**

- 32.1** In addition to any other rates prescribed elsewhere in this Agreement, an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or

commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5 per cent of the relevant allowance rate per rostered period of duty.

- 32.2** Provided that in the case of an employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m. they shall be paid for any such periods of duty an amount equal to 5 per cent of relevant allowance rate from the commencement of this Agreement.

32.3 Change of Shift

Provided that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first ("change of shift") he or she shall be paid an amount equal to 4 per cent of the relevant allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause ("change of shift allowance").

- (a) Notwithstanding the provisions above, the change of shift allowance is not payable in the following circumstances:
 - (i) Where the employer agrees to a request in writing made on behalf of one or more employees for changes in shifts;
 - (ii) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays
- (b) In the case of an Aged Care Employee, where an employee is a regular part-time employee and a change of shift arises from an agreement in relation to a change in contracted hours between an employee and the employer.
- (c) In the case of a Registered Nurse or Enrolled Nurse, such employee at the time of engagement has agreed in writing on the same hours worked each day, on the same days of the week, and the same starting and finishing hours as those of the roster which require a change of shift;
- (d) Where an employee has been employed for at least 3 months on the same hours worked each day, on the same days of the week, and the same starting and finishing hours, as those of the roster which require a change of shift;
- (e) The provisions of sub-clause 32.4 (a), (b) and (c), shall not apply to an employee who, immediately prior to the date of operation of this Agreement, has been paid a change of shift allowance in respect of changes of shifts to which sub-clause 32.4 (a), (b) and (c), would otherwise apply;
- (f) Where an employee requests to be recorded on a list of staff willing and available to work specified additional shifts in the next roster period, and a change of shift arises from that employee working any shift filled from that list;
- (g) In circumstances other than those applying in sub-clauses 32.4 (a), (b), (c), (d), (e), or
(f) where an employee is required by a roster posted in accordance with clause 32.1

or 32.2 to work a change of shift.

- (h) Notwithstanding sub-clause 32.4 (g) an employee may notify the employer in writing within 24 hours of the next shift to be worked by that employee following the posting of such a roster that the employee does not agree to a change of shift for that employee proposed in that roster.
- (i) Where an employee notifies the employer in accordance with sub-clause 32.4 (h), the employer may:
 - (i) reach agreement with the employee on working a different shift or shifts on that roster in which case the employee shall not be paid a change of shift allowance; or
 - (ii) require the employee to work an amended roster which reduces or eliminates changes of shifts but provides no fewer shifts and hours than the original proposed roster in which case the employee shall only be paid a change of shift allowance in respect of any change of shift required by the amended roster; or
 - (iii) require the employee to work a change of shift, in which case the employee shall be paid a change of shift allowance.
- (j) From the date of operation of this sub-clause no term of any contract of employment or other instrument shall require an employee to make a request, or constitute a request, for the purposes of clause 32.3(a).

33 Higher duties and Professional Development

33.1 Higher duties

Any employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

33.2 Continuing Professional Development for RNs and ENs

- (a) This clause applies to employees who are Registered Nurses or Enrolled Nurses.
- (b) The Employer shall ensure that operating budgets make reasonable provision for the ongoing professional development of permanent nursing staff. The Employer will encourage staff to attend relevant seminars and conferences on a regular basis. Costs may be either shared or paid for in total by the Employer or release from work provided at the discretion of the Employer.

33.3 Study Leave

- (a) All full time Employees shall be entitled to three (3) days paid study / examination / conference leave per annum for the purposes of attending courses, conferences and/or undertaking or preparing for examinations in a relevant course of study relevant to their work at the facility and is conducted by a recognised institution or training organisation. Part time Employees who work not less than four (4) shifts

per fortnight shall be entitled to leave under this clause, on a pro rata basis.

- (b) Leave entitlements pursuant to this clause shall not accumulate from year to year.
- (c) Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

34 Internal Education and Training

34.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular, every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve month period or as required.

34.2 Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one hour whichever is the greater where that training is scheduled continuous with the commencement or end of a rostered shift for that Employee.

34.3 Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:

- the length of the training or one (1) hour whichever is the greater, plus reasonable travel time to a maximum of one hour where the training has not been scheduled at the start or finish of a shift for which the employee is rostered.

34.4 Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this agreement.

34.5 E-learning

- (a) Bupa may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.
- (b) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the employee, modules may be completed outside of working hours.
- (c) The employer will allocate an amount of time and adequate computer resources for the completion of each core module. When an employee cannot complete a module in work time they will approach their manager about completing the module outside of working hours in accordance with Bupa's policy. No employee will be expected or required to complete modules in their own time on an unpaid basis.
- (d) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the

employee is able to complete the training by:

- (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
- (ii) approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and/or
- (iii) taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

Part 6—Leave and Public Holidays

35 Annual leave

Annual leave is provided for in the NES. This clause contains additional provisions.

35.1 All RN employees shall be granted the equivalent of five weeks (190 hours for full time employees or pro –rata for part time employees) of annual leave with ordinary pay as defined in clause 35. Such entitlement will accrue progressively during a year of service according to the employee’s ordinary hours of work (including ordinary additional hours of work, but not overtime), and such leave will accumulate from year to year.

35.2 Enrolled Nurses and Aged Care employees will be entitled to the equivalent of four weeks annual leave (152 hours and prorata for part time employees).

35.3 Shift Work

(a) Shiftworkers (as defined in clause 35.3 b) and 35.3 c)below) are entitled to an extra 1 week’s leave in addition to the amounts set out in clause 35.1 and 35.2, above.

(b) For all RN employees only: a “shiftworker” is defined as an employee who:

- (i) is regularly rostered over seven days of the week; and
- (ii) regularly works on weekends.

(c) For EN and Aged Care employees only: a “shiftworker” is defined as an employee who:

- (i) is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker in clause 22 (i.e.: outside the span of hours 6.30am – 6pm, Monday to Friday); and/or
- (ii) works more than four hours on 10 or more weekends (note: this means work in ordinary time on a Saturday and/or a Sunday in any one calendar week).

35.3 Taking of leave

(a) Annual leave will usually be given and taken within six months of the employee becoming entitled to annual leave.

(b) A minimum four weeks’ and preferably six weeks’ notice of the date from which an employee shall commence his or her annual leave shall be given by either Bupa or employee unless otherwise mutually agreed upon between the parties concerned.

(c) An employee with an accrued annual leave entitlement can apply for annual leave at any time (including single day leave) and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave before the expiration of a period of 2 years after the date upon which the right to such annual leave accrues.

(d) Except as provided in paragraph (e) below, if the Employee and the Employer so agree the annual leave period or either of such separate periods may be taken wholly or partly

in advance before the Employee has become entitled to the annual leave.

- (e) On application by the Employee and by agreement with Bupa, annual leave may be taken as single days in each year of employment. These single days may be taken consecutively. Annual leave so taken shall be exempt from the payment in advance requirements below and shall be paid in the next pay period.

35.4 Payment for annual leave

An employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

- (a) Where annual leave has been taken in advance and:
 - (i) employment is terminated by either party before an employee has completed the year of employment in respect of which such annual leave or part was taken; and
 - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under paragraph 35.6;
 - (iii) the Employer shall not be liable to make any payment to the Employee under paragraph 35.6 and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

35.5 Annual leave loading

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

35.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave but will receive payment for annual leave loading.

35.7 Cashing out of annual leave

Employees covered by this Agreement may elect to cash out annual leave which they have accrued. This cashing out may only occur if:

- (a) The cashing out arrangement does not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (b) Each cashing out of a particular amount of paid annual leave is by a separate agreement in writing between Bupa and the employee; and
- (c) The employee is paid the full amount that would have been payable to them had they taken the leave forgone, including annual leave loading.

35.8 Requiring employees to take annual leave

Bupa recognises the importance, from a health, safety and wellbeing perspective, of employees taking annual leave that they accrue and not working for extended periods without taking annual leave.

If Bupa has genuinely tried to reach agreement with an employee to take excessive annual leave but agreement is not reached (including because the employee refuses to confer), Bupa may direct the employee in writing to take one or more periods of paid annual leave where:

- (a) The employee has more than 6 weeks of annual leave accrued;
- (b) Bupa must give the employee at least 6 weeks' notice of the requirement to take annual leave; and
- (c) At the end of the period of annual leave which the employee is required to take, the employee's annual leave balance must not be less than 5 weeks; and
- (d) Where an employee is required to take a period of annual leave under this clause, such period of annual leave will not be less than one week.

35.9 Purchased additional annual leave

- (a) Purchased leave enables employees, by mutual agreement with their employer (but only upon the request of the employee), to access up to 10 working days unpaid additional leave in a twelve month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.
- (b) Bupa may grant purchased leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- (c) The option to purchase leave under this clause will not be available to an employee who has accrued but not yet taken annual leave of 6 weeks (30 days) or more.
- (d) Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.
- (e) Purchased leave may be taken in conjunction with other types of leave. Purchased leave may not be used to break a period of Long Service Leave.
- (f) Purchased Leave must be used in the twelve month period in which it is purchased, or it will be paid out as a lump sum in the first full pay period after that 12 month period.

- (g) Purchased Leave and associated salary deductions will be based on the employee's average daily hours (7.6 hours for full time employees) and the employee's substantive salary.
- (h) Where the employee's employment terminates, deductions made for purchased leave not yet taken will be repaid at the rate of which it was purchased.
- (i) Where the employee's employment terminates and there are outstanding deductions for Purchased Leave, the employee may elect to have the amount treated as overpayment of salary or offset against Annual Leave credits.

36 Public holidays

36.1 An employee shall be entitled to holidays on the following days:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in the relevant States and localities: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- (c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.

36.2 Full-time Monday to Friday employees and/or part-time employees engaged to work in wards/units, facilities or services (however styled) that operate only on a Monday to Friday basis:

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

36.3 All other employees, including casuals:

- (a) Christmas Day shall be observed on 25 December.
- (b) Boxing Day shall be observed on 26 December.
- (c) New Year's Day shall be observed on 1 January.
- (d) Australia Day shall be observed on 26 January.

36.4 Those Employees subject to clause 36.3 who work on the actual public holiday will be paid penalty rates on that day in accordance with this clause. Work performed on a substitute public holiday will be paid at ordinary rates. For example, where a shift worker works on 25 December (a Saturday) and the substitute Christmas Day is on Monday 27 December they will only be paid public holiday penalties for working on 25 December. However, a full-time Monday to Friday Employee or a part-time Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday

penalty rates when they work on the substitute public holiday.

36.5 Where in a State or locality, public holidays are declared or prescribed on days other than those set out in 36.1 to 36.3, those days shall constitute additional holidays and public holiday penalty rates and rostered-off benefit provisions shall apply on that additional day. For example, where Boxing Day falls on Sunday 26 December but there is an additional public holiday under the Public Holidays Act on Tuesday 28 December, then a shift worker who works both days will be paid penalty rates on each day.

36.6 Any Registered Nurse who is required to be on duty on a day referred to in accordance with 36.1 to 36.3:

- (a) Shall be allowed another half day off in lieu thereof and shall receive an additional half ordinary day's pay; or
- (b) Shall receive an additional sum equal to a day's ordinary pay for that day.

36.7 Enrolled Nurses and Aged Care classifications

- (a) Provided that any Enrolled Nurse or Aged Care Employee who works on a day referred to in accordance with 36.1 to 36.3 shall be entitled to be paid double time and a half for the time worked. A casual Enrolled Nurse or Aged Care employee shall be paid 175% (including the 25% casual loading) for the time worked.
- (b) In respect of Easter Saturday, an Enrolled Nurse or Aged Care Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the employee may take one day off in lieu or have one day added to his/her annual leave.

For the purpose of this clause ordinary pay per hour with respect to time worked by a casual Registered Nurse is an amount equal to 1/38th of the weekly wage rate appropriate to the class of work performed plus 25%.

36.8 Accrued days off on public holidays (Registered Nurses only)

Where an employee's accrued day off falls on a holiday pursuant to this clause, on which the employee would have been required to be on duty, another day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week (or five week) work cycle where practical, as the case may be.

36.9 Public holidays occurring on rostered days off

- (a) Registered Nurses Employees shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday and Friday employees.
- (b) If such a day falls on an Enrolled Nurse or Aged Care employee's rostered day off he/she shall be entitled to one and a half times the payment for her/his ordinary day; or where there is mutual consent, within four weeks following

- (c) the date on which such holiday occurred the employee may take a day and half off in lieu or have a day and a half added to her/his annual leave.

36.10 Public holidays occurring during annual leave

If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

36.11 Part-time employees

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday.

37 **Personal/carer's leave**

- 37.1** For the purposes of any entitlement pursuant to this Agreement the term '**Immediate Family**' is defined to mean a spouse or partner (of either sex including a former spouse, de facto spouse and a former de facto spouse), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners' parents), grandparents, grandchildren, partners' grandparents or grandchildren or siblings of the Employee or spouse.

Bupa may, in its discretion, grant paid leave consistent with the provisions for carer's leave to provide care or support for a person who is not a member of the Employee's household or who does not fall within the scope of the term 'immediate family'.

37.2 **Access to Paid Personal Leave**

Paid personal leave is available to an employee, when they are absent:

- (a) due to personal illness or injury; or
- (b) for the purposes of providing care or support for an immediate family or household member who is sick and requires the employee's care or support or who requires care or support due to an unexpected emergency.
- (c) Due to the effects of Family Violence in accordance with clause 37.7

37.3 **Amount of Paid Personal Leave**

The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

- (a) up to 7 hours and 36 minutes, for each month of service in the first year of service;
- (b) up to 106 hours and 24 minutes in each year in the second, third and fourth years of service; and

- (c) up to 159 hours and 36 minutes in the fifth and following years of service.

In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.

37.4 Accrual of Personal Leave

- (a) The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year.
- (b) To the extent that this Agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.

37.5 Personal Leave to Care for an Immediate Family or Household Member

- (a) An employee is entitled to use accrued personal leave, each year to provide care or support for members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken is to be deducted from the amount of personal leave. There is no maximum amount of paid Personal Leave that an Employee may take as Carer's Leave in any one year, provided the Employee has accrued sufficient personal leave to take the carer's leave absences as paid leave.
- (b) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the evidentiary requirements are met.
- (c) The entitlement to use personal leave is subject to the Employee being responsible for the care or support of the person concerned.
- (d) The Employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care or support by another.
- (e) In normal circumstances an employee must not take Carer's Leave under this clause where another person has taken leave to provide care or support for the same person.
- (f) The Employee must, where practicable, give the Employer:
 - (i) notice prior to the absence of the intention to take leave,
 - (ii) the name of the person requiring care or support and their relationship to the Employee,
 - (iii) the reasons for taking such leave; and

- (iv) the estimated length of absence.
- (g) If it is not practicable for the employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

37.6 Evidence Supporting Claim

- (a) An Employee will only be entitled to paid personal leave if they provide the Employer with:
 - (i) a document by a registered medical practitioner, or a registered health practitioner approved by the employer, which certifies the employee as sick; or
 - (ii) a Statutory Declaration signed by the Employee; or
 - (iii) in instances of family violence, in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness as provided in paragraph (a), on not more than three occasions in any one year of service. However, a certificate from a registered health practitioner must be provided in order for personal leave to be paid where the Employee was sick or injured during annual leave and seeks to have the period of annual leave, during which he or she was ill, re-credited.
- (c) Where an Employee is absent on the grounds of personal leave, the employee must give his or her employer notice of such absence in accordance with this section.
- (d) The notice must be given to the Employer as soon as reasonably practicable (which may be at a time that is before or after the period of personal leave has started).
- (e) The notice must be to the effect that the Employee requires (or required) leave during the period:
 - (i) Because of a personal illness, or injury, of the Employee; or
 - (ii) To provide care or support to a member of the Employee's immediate family, or a member of the employee's household who requires (or required) care or support because of an illness or injury affecting that member, or an unexpected emergency affecting the member.
- (f) This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

37.7 Family Violence Leave

The parties to this agreement acknowledge that family violence is a serious issue in our community and is likely to affect a number of staff at any time. Bupa is committed to the safety of staff and residents and seeks to develop a supportive workplace in which victims of family violence can come forward for help and support on a confidential basis.

Bupa accepts the definition of family violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(a) General Measures

- (i) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (ii) An Employee experiencing family violence may raise the issue with their immediate leader and/or the People Team contact.
- (iii) Where requested by an Employee, the People Team contact will liaise with the Employee's leader on the Employee's behalf, and will make a recommendation on the most appropriate form of support.

(b) Leave

- (i) Bupa will allow employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements to use their accrued personal/carers leave for such purposes subject to cl.37.6(a)(i) above.
- (ii) An employee without personal leave accrued, including a casual employee, will be granted unpaid personal leave for the purposes of cl.37.7(c)(i) above

38. Long service leave

38.1 Entitlement

- (a) An employee shall be entitled to long service leave with pay, in respect of continuous service with Bupa, in accordance with the provisions of this clause:
 - (i) In the case of Aged Care employees, one and the same employer (i.e. Bupa); and
 - (ii) In the case of nursing employees, one and the same employer (i.e. Bupa).

- (b) The amount of such entitlement shall be:
- (i) On the completion by the Employee of fifteen years continuous service, six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.
 - (ii) In addition, in the case of an Employee who has completed more than fifteen years' service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under 38.1b)(a).
 - (iii) In the case of an employee who has completed at least ten years' service, but less than fifteen years' service and whose employment terminates for any cause other than serious and wilful misconduct, such amount of long service leave as equals one thirtieth of the period of service.
 - (iv) In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement shall not be unreasonably withheld. In the event of any dispute over the timing of such leave, the dispute resolution procedures of clause 8 shall apply.

38.2 Service entitling to leave

- (a) Subject to this clause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (b) For the purposes of this clause, service shall be deemed continuous notwithstanding:
 - (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the employer and not covered by subclause 38.2b)(b);
 - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 37 (Personal Leave) of this Agreement;
 - (iii) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (iv) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under Schedule C- Accident Pay;
 - (v) any unpaid leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;

- (viii) any unpaid absence from work of an employee for a period not exceeding twelve months or such other period in accordance with the NES in respect of any pregnancy or adoption;
- (ix) any period of absence from employment between the engagement with one Bupa facility and another Bupa facility provided it is less than the nursing employee's allowable period of absence from employment. A nursing employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the employee actually received on termination or for which was paid in lieu.
- (c) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in 38.2b) (i) to (v), shall be counted as part of the period of her/his service, but any interruption or absence of a kind mentioned in 38.2b) (vi) to (viii), shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (d) Every employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.
- (e) The service of an employee at a Bupa facility shall include service for which long service leave, or payment in lieu, has not been received for a previous period of employment at another Bupa facility (subject to cl.38.2(b) and (c) above) for the periods required by cl.38.1.
- (f) When calculating the aggregate of service entitling to leave any period of employment with any one of the Bupa facilities of less than six months duration shall be disregarded.
- (g) Where a business is transmitted from one employer (the transmittor) to another employer (the transmittee) a nursing employee who worked with the transmittor and who continues in service of the transmittee shall be entitled to count their service with the transmittee for the purposes of this clause.
- (h) The onus of proving a sufficient aggregate of service to support a claim for any long service entitlement shall at all times rest upon the employee concerned. A Certificate in the following form shall constitute acceptable proof.

38.3 Payment in lieu of long service leave on the death of an Employee

Where an Employee who has completed at least ten years' service dies while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

38.4 Payment for period of leave

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- (i) in full in advance when the Employee commenced her/his leave; or
 - (ii) at the same time as payment would have been made if the Employee had remained on duty; or
 - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where the employment of an Employee for any reason terminates before she/he takes any long service leave to which she/he is entitled or where any long service leave accrues to an Employee pursuant to 38.1b), the Employee shall subject to the provisions of 38.4 (b) 38.4(a) be entitled to pay in respect of such leave as at the date of termination of employment.
- (i) Where any long service leave accrues to an Employee pursuant to 38.4(a)(i) the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
 - (ii) Provided in the case of an Employee of the Employer who accrues entitlement pursuant to 38.1b) 38.1(c) and who intends to be re-employed by another Facility or other entity of the Employer:
 - Except where the Employee gives the Employer notice in writing that the Employee has been employed by another of the Employer's facilities or entities, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment.
 - Where the Employee gives the Employer notice in writing that the Employee has been employed by another facility of the Employer, the Employer is no longer required to make payment to the Employee in respect of such leave.

38.5 Taking of leave

- (a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by a member of Fair Work Commission; provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (b) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken.
- (c) If the Employer and an Employee so agree:
 - (i) the first six months long service leave to which an Employee becomes entitled under this part may be taken in two or three separate periods; and
 - (ii) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.
- (d) The Employer may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such

leave shall not be granted before the Employee has completed ten years' service. An application by an employee with at least ten but less than fifteen years' service for long service leave shall not be unreasonably refused.

- (e) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the Employee upon termination deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

38.6 Long Service Leave in Transition to Retirement

- (a) An employee may make a written request to preserve accrued long service leave (i.e. X weeks of LSL at the EFT fraction they are working at the time of making the request) where the employee is 55 years of age or more and wishes to transition to retirement within the next five years.
- (b) A request may only be considered by Bupa after an employee has confirmed in writing that they have received financial advice and understand the impact that any flexible work arrangement may have on their superannuation and other entitlements.
- (c) An arrangement under this clause must be in writing, and agreed by Bupa. Bupa will not unreasonably refuse the request.
- (d) An arrangement may include but is not limited to:
 - (i) a reduction of working hours, i.e. part time employment; and/or
 - (ii) a job share arrangement; and/or
 - (iii) a role or classification which has a lower ordinary hourly rate of pay.
- (e) In addition to the above, an employee may request and Bupa will not unreasonably refuse:
 - (i) use of accrued long service leave for the purpose of reducing their working week but retaining their previous employment status (e.g. work 2 days but be paid 4 days); or
 - (ii) where moving to a role that has a lower hourly rate of pay (Transition to Retirement role) or where a lower number of hours are worked, in which case:
- (f) The employee will retain the long service leave accrued at the time of the reduction in classification or reduction in hours. Where long service leave is taken or paid out, the employee will be paid long service leave at the current classification and grade applicable under this agreement to the pre-Transition to Retirement role and at the Equivalent Full-Time fraction applicable immediately prior to the transition arrangement being put in place, until the preserved long service leave hours are exhausted.
- (g) The above applies unless the standard calculation under this agreement for long service leave results in an outcome more beneficial for the employee at the time of taking, or being paid in lieu of, the long service leave accrued in the pre-Transition to Retirement role

38.6 Definitions

For the purpose of this clause the following definitions apply:

- (a) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Schedule A, at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death, and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave.
- (b) **Month** shall mean a calendar month.
- (c) **Transfer** includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding interpretation.

39. Community service leave

Community service leave is provided for in the NES and provides for leave in the event of an eligible community service activity.

Where the leave is for jury service purposes, remuneration is provided for in the Juries Act 2000 (Vic).

Leave for a voluntary emergency management activity is unpaid leave.

An employees' absence in relation to community service leave (other than jury leave) must be reasonable. An employee must provide their manager with notice of this leave as soon as practicable and that notice must specify the expected period of the leave. Bupa may request evidence in support of an employee's application for leave.

40. Parental leave

40.1 Paid Entitlement

- (a) Bupa Paid Parental Leave (**BPPL**) provisions apply to all full-time and part-time employees with at least 12 months continuous service with Bupa. Parental leave (paid or unpaid) under this Agreement must be taken in a single continuous period unless otherwise agreed by Bupa Care Services.
- (b) BPPL provisions apply to those employees eligible for Government Paid Parental Leave (**GPPL**) and Dad and Partner Pay if and while they remain eligible. For clarity, Bupa will cease to "top up" an employee's ordinary rate of pay if they are no longer eligible for the GPPL or Dad and Partner Pay.
- (c) For the purposes of this clause, "ordinary rate of pay" shall be calculated based on the average number of weekly ordinary hours worked by the employee over a 12 month period. The 12 month period will be taken to mean the 12 months immediately prior to 10 weeks from the commencement date of BPPL.

40.2 Primary Carer leave

- (a) An eligible full time or part time employee who is the primary carer of a child during the first 12 months of that child's life, or is adopting a child younger than 16 years of age and is the primary carer of the adopted child, is entitled to paid Primary Carer leave under BPPL in accordance with sub-clause 40.2 (b).
- (b) Bupa will "top-up" Government Paid Parental Leave (GPPL), providing up to 12 weeks of parental leave at the employee's ordinary rate of pay, for primary care givers of a child or adopted child. The GPPL pay is based on the rate of the National Minimum Wage (currently \$672.60 per week before tax – this rate is reviewed annually) and is paid for a maximum of 18 weeks. Bupa will provide GPPL pay to employees directly (in their usual pay cycle) and will "top up" this payment so that for the first 12 weeks of their parental leave they receive their salary based on their ordinary rate of pay. Bupa will withhold Pay As You Go tax withholdings at the usual rate.
- (c) Payment is made at the regular pay period as per arrangements prior to the employee going on Parental Leave.
- (d) To avoid doubt, casual employees or any other employees are not entitled to BPPL of any kind under this Agreement (even if they are entitled to GPPL).

40.3 Secondary Carer leave

- (a) An eligible full-time or part-time employee, who is the secondary carer of a newly born child or a newly adopted child, is entitled to paid Secondary Carer Leave under BPPL.
- (b) Bupa will "top-up" the Government's Dad and Partner Pay, providing up to 2 weeks of Secondary Carer Leave at the employee's ordinary rate of pay. The Dad and Partner Pay is based on the rate of the National Minimum Wage (currently \$672.60 per week before tax – this rate is reviewed annually) and is paid for a maximum of 2 weeks. Bupa will provide Dad and Partner Pay to employees directly (in their usual pay cycle) and will "top up" this payment so that for up to 2 weeks of their parental leave they receive their salary based on their ordinary rate of pay. Bupa will withhold Pay As You Go tax withholdings at the usual rate.
- (c) Payment is made at the regular pay period as per arrangements prior to the employee going on Parental Leave.
- (d) To avoid doubt, casual employees or any other employees are not entitled to BPPL of any kind under this Agreement (even if they are entitled to GPPL).

40.4 Special Circumstances

- (a) If during the period of BPPL the child dies, is still-born, or neonatal death occurs, Bupa will continue to "top up" the GPPL for the balance of the BPPL period while they remain eligible in accordance with clause 40.2(b).
- (b) If an employee's child dies, is still-born, or neonatal death occurs in circumstances where eligibility for GPPL under cl.40.2(b) is not available, Bupa will pay an amount equivalent to the "top up" amount the employee would have otherwise received

under cl.40.2. This is conditional on the employee having met the requirement for 12 months continuous service as set out in cl.40.1(a).

- (c) Applications for paid secondary carer leave will also apply in the same way as set out above in cl.40.4(a)-(b) with reference to cl.40(3).

40.5 National Employment Standards

All other parental leave entitlements and rules – including rules regarding evidence and notification – are as set out in the National Employment Standards (contained in Division 5 of Part 2-2 of the FW Act), or any legislation provisions which replace the National Employment Standards.

40.6 Pre-natal appointments or parenting classes

If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access his or her accrued personal leave. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

41. No extra claims and savings

41.1 Bupa and the employees covered by this Agreement, as well as the unions who will be covered by this Agreement (namely, the ANMF), agree that throughout the life of this Agreement there will be no further claims in relation to the terms and conditions of the employees to whom it applies.

41.2 If a disagreement occurs, the parties will follow the dispute resolution procedure as per clause 8 (Dispute Resolution) of this Agreement.

41.3 No employee shall suffer any loss or diminution of wages or entitlements (whether accrued or otherwise) or terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.

42. Disciplinary procedure

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.

- (d) In the event of the matter recurring, then the Employee's employment with Bupa may be terminated after the matters have been investigated and the Employee has been given an opportunity to respond.
- (e) Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the Fair Work Act 2009 (Cth)). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a warning may be issued under provisions outlined above.
- (f) During all steps in the Disciplinary Procedure, the Employee has the right to a support person of his or her choice, including from the ANMF or HSU. The Employer may have management (eg the General Manager of the facility in question) or other personnel (eg a Human Resources Consultant) of their choice attend any meeting under this procedure.
- (g) Notwithstanding the above, Bupa may elect to progress to what it determines to be a more appropriate stage in the process without having to have completed the preceding step(s), depending on the seriousness of the matter. For example, if the performance or conduct issue(s) are determined by Bupa to be very serious, that is without constituting wilful or serious misconduct, Bupa may issue an employee with a Second or a Final Written Warning without having issued that employee with a warning previously.
- (h) Records relating to disciplinary procedures will be disregarded where a continuous period of two (2) years elapses without further warning/s.

43. Notice Board

The Employer shall make available a Notice Board in the work location accessible to Employees, for the purpose of local Employee union delegates posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings.

44. Replacement of this agreement

The parties to this agreement agree that, within 6 months, and no later than 3 months, prior to the nominal expiry date of this agreement, they will commence discussions in relation to replacing this agreement.

45. Entire agreement

The terms and conditions in this Agreement set out the entire agreement between the parties for the life of this Agreement. This Agreement is intended to satisfy all entitlements owing to employees under relevant legislation (including the NES) and under any state or federal award or any other industrial instrument. To avoid doubt, the NES applies in full to all employees covered by this Agreement and the NES prevails over this Agreement where this Agreement is taken to provide a less favourable outcome for employees.

46. Signatories

Signed for and on behalf of Bupa Aged Care Australia Pty Ltd ABN 74 082 931 575 by:

Full Name (please print):

Title and explanation of authority to sign this Agreement:

.....

Address:

Signature:

Signed for and on behalf of the employees covered by this Agreement by:

Full Name (please print):

Title and explanation of authority to sign this Agreement:

.....

Address:

Signature:

Signed for and on behalf of the ANMF by:

Full Name (please print):

Title and explanation of authority to sign this Agreement:

.....

Address:

Signature:

Schedule A - Wage rates and Allowances

Wage Rates

Registered Nurse Employees

		1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
Grade	Year	2.75%	2.50%	2.50%	1.00%	2.50%
Grade 1	Year 1	\$25.99	\$26.64	\$27.30	\$27.58	\$28.26
Grade 2	Year 1	\$26.71	\$27.38	\$28.07	\$28.35	\$29.06
	Year 2	\$28.02	\$28.72	\$29.44	\$29.73	\$30.47
	Year 3	\$29.23	\$29.96	\$30.71	\$31.02	\$31.79
	Year 4	\$30.61	\$31.37	\$32.16	\$32.48	\$33.29
	Year 5	\$31.99	\$32.79	\$33.61	\$33.94	\$34.79
	Year 6	\$33.37	\$34.20	\$35.06	\$35.41	\$36.29
	Year 7	\$34.19	\$35.04	\$35.92	\$36.28	\$37.18
	Year 8	\$34.94	\$35.81	\$36.71	\$37.07	\$38.00
	Year 9	\$35.74	\$36.64	\$37.55	\$37.93	\$38.88
Grade 3A	Year 1	\$36.57	\$37.49	\$38.42	\$38.81	\$39.78
	Year 2	\$37.13	\$38.06	\$39.01	\$39.40	\$40.39
Grade 3B	Year 1	\$37.95	\$38.90	\$39.87	\$40.27	\$41.28
	Year 2	\$38.78	\$39.75	\$40.75	\$41.15	\$42.18
Grade 4A	Year 1	\$39.82	\$40.81	\$41.83	\$42.25	\$43.31
	Year 2	\$40.88	\$41.90	\$42.95	\$43.38	\$44.46
Grade 4B	Year 1	\$41.81	\$42.85	\$43.93	\$44.36	\$45.47
	Year 2	\$42.86	\$43.93	\$45.03	\$45.48	\$46.61
Grade 5	Up to 50 Beds	\$42.86	\$43.93	\$45.03	\$45.48	\$46.61
	51-200 Beds	\$43.70	\$44.79	\$45.91	\$46.37	\$47.53
	201-400 Beds	\$45.33	\$46.47	\$47.63	\$48.10	\$49.31
	401-600 Beds	\$46.99	\$48.17	\$49.37	\$49.87	\$51.11
	601 and over beds	\$48.65	\$49.87	\$51.12	\$51.63	\$52.92
Grade 6	Up to 50 Beds	\$42.86	\$43.93	\$45.03	\$45.48	\$46.61
	plus 0.065% per bed					
	50-100 Beds	\$42.86	\$43.93	\$45.03	\$45.48	\$46.61
	plus 0.065% per bed					
	101 and over Beds	\$42.86	\$43.93	\$45.03	\$45.48	\$46.61
	plus 0.032% per bed					

		1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
Grade	Year	2.75%	2.50%	2.50%	1.00%	2.50%
Grade 7	Up to 50 Beds	\$43.70	\$44.79	\$45.91	\$46.37	\$47.53
	plus 0.24% per bed					
	50-100 Beds	\$43.70	\$44.79	\$45.91	\$46.37	\$47.53
	plus 0.12% per bed					
	101 and over Beds	\$43.70	\$44.79	\$45.91	\$46.37	\$47.53
	plus 0.05% per bed					

Enrolled Nurse Employees

Date	1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
% Increase	2.75%	2.50%	2.50%	1.00%	2.50%
Level 1					
Level 1.1	\$28.34	\$29.05	\$29.77	\$30.07	\$30.82
Level 2					
EN Trainee	\$25.05	\$25.68	\$26.32	\$26.58	\$27.25
Level 2.1	\$25.54	\$26.18	\$26.84	\$27.11	\$27.78
Level 2.2	\$26.01	\$26.66	\$27.32	\$27.60	\$28.29
Level. 2.3	\$26.50	\$27.16	\$27.84	\$28.12	\$28.82
Level. 2.4	\$26.88	\$27.55	\$28.24	\$28.52	\$29.24
Level. 2.5	\$27.38	\$28.07	\$28.77	\$29.06	\$29.78
Level. 2.6	\$27.87	\$28.56	\$29.28	\$29.57	\$30.31
Level. 2.7	\$28.34	\$29.05	\$29.77	\$30.07	\$30.82

Aged Care Employees

Wage Skill Group	Year	1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
		2.75%	2.50%	2.50%	1.00%	2.50%
Wage Skill Group 1	Year 1	\$20.64	\$21.15	\$21.68	\$21.90	\$22.45
	Year 2	\$20.76	\$21.28	\$21.82	\$22.03	\$22.58
	Year 3	\$20.90	\$21.43	\$21.96	\$22.18	\$22.74
	Year 4	\$21.03	\$21.56	\$22.10	\$22.32	\$22.88
	Year 5	\$21.15	\$21.68	\$22.22	\$22.44	\$23.00
	Year 6	\$21.27	\$21.81	\$22.35	\$22.58	\$23.14
Wage Skill Group 2	Year 1	\$21.30	\$21.83	\$22.38	\$22.60	\$23.17
	Year 2	\$21.43	\$21.96	\$22.51	\$22.74	\$23.31
	Year 3	\$21.56	\$22.09	\$22.65	\$22.87	\$23.45
	Year 4	\$21.68	\$22.23	\$22.78	\$23.01	\$23.58
	Year 5	\$21.80	\$22.34	\$22.90	\$23.13	\$23.71

	Year 6	\$21.93	\$22.47	\$23.04	\$23.27	\$23.85
Wage Skill Group 3	Year 1	\$21.73	\$22.28	\$22.83	\$23.06	\$23.64
	Year 2	\$21.86	\$22.41	\$22.97	\$23.20	\$23.78
	Year 3	\$22.00	\$22.55	\$23.12	\$23.35	\$23.93
	Year 4	\$22.12	\$22.67	\$23.24	\$23.47	\$24.06
	Year 5	\$22.25	\$22.80	\$23.37	\$23.60	\$24.20
	Year 6	\$22.37	\$22.93	\$23.51	\$23.74	\$24.33
Wage Skill Group 4	Year 1	\$21.95	\$22.50	\$23.06	\$23.29	\$23.88
	Year 2	\$22.08	\$22.63	\$23.20	\$23.43	\$24.01
	Year 3	\$22.22	\$22.78	\$23.34	\$23.58	\$24.17
	Year 4	\$22.33	\$22.89	\$23.47	\$23.70	\$24.29
	Year 5	\$22.46	\$23.02	\$23.60	\$23.84	\$24.43
	Year 6	\$22.59	\$23.15	\$23.73	\$23.97	\$24.57
Wage Skill Group 5	Year 1	\$22.54	\$23.11	\$23.69	\$23.92	\$24.52
	Year 2	\$22.60	\$23.17	\$23.75	\$23.98	\$24.58
	Year 3	\$22.74	\$23.31	\$23.89	\$24.13	\$24.74
	Year 4	\$22.86	\$23.43	\$24.02	\$24.26	\$24.86
	Year 5	\$22.99	\$23.56	\$24.15	\$24.39	\$25.00
	Year 6	\$23.11	\$23.69	\$24.28	\$24.53	\$25.14
Wage Skill Group 6	Year 1	\$22.69	\$23.26	\$23.84	\$24.08	\$24.68
	Year 2	\$22.82	\$23.39	\$23.98	\$24.21	\$24.82
	Year 3	\$22.96	\$23.53	\$24.12	\$24.36	\$24.97
	Year 4	\$23.08	\$23.65	\$24.24	\$24.49	\$25.10
	Year 5	\$23.20	\$23.78	\$24.38	\$24.62	\$25.24
	Year 6	\$23.33	\$23.91	\$24.51	\$24.76	\$25.38
Wage Skill Group 7	Year 1	\$23.18	\$23.76	\$24.35	\$24.59	\$25.21
	Year 2	\$23.31	\$23.89	\$24.48	\$24.73	\$25.35
	Year 3	\$23.45	\$24.03	\$24.63	\$24.88	\$25.50
	Year 4	\$23.56	\$24.15	\$24.75	\$25.00	\$25.63
	Year 5	\$23.68	\$24.27	\$24.87	\$25.12	\$25.75
	Year 6	\$23.80	\$24.40	\$25.01	\$25.26	\$25.89
Wage Skill Group 8	Year 1	\$23.57	\$24.16	\$24.77	\$25.01	\$25.64
	Year 2	\$23.70	\$24.29	\$24.90	\$25.15	\$25.78
	Year 3	\$23.83	\$24.42	\$25.03	\$25.29	\$25.92
	Year 4	\$23.96	\$24.56	\$25.17	\$25.42	\$26.06
	Year 5	\$24.07	\$24.67	\$25.29	\$25.54	\$26.18
	Year 6	\$24.20	\$24.80	\$25.42	\$25.68	\$26.32

Wage Skill Group 9	Year 1	\$24.08	\$24.69	\$25.30	\$25.56	\$26.20
	Year 2	\$24.21	\$24.82	\$25.44	\$25.69	\$26.33
	Year 3	\$24.35	\$24.96	\$25.59	\$25.84	\$26.49
	Year 4	\$24.43	\$25.04	\$25.66	\$25.92	\$26.57
	Year 5	\$24.59	\$25.21	\$25.84	\$26.10	\$26.75
	Year 6	\$24.72	\$25.34	\$25.97	\$26.23	\$26.89
Wage Skill Group 10	Year 1	\$25.23	\$25.86	\$26.51	\$26.78	\$27.45
	Year 2	\$25.36	\$26.00	\$26.64	\$26.91	\$27.58
	Year 3	\$25.49	\$26.13	\$26.78	\$27.05	\$27.72
	Year 4	\$25.62	\$26.26	\$26.91	\$27.18	\$27.86
	Year 5	\$25.73	\$26.37	\$27.03	\$27.30	\$27.99
	Year 6	\$25.86	\$26.51	\$27.17	\$27.44	\$28.13
Wage Skill Group 11	Year 1	\$26.32	\$26.98	\$27.65	\$27.93	\$28.63
	Year 2	\$26.45	\$27.11	\$27.79	\$28.06	\$28.76
	Year 3	\$26.57	\$27.24	\$27.92	\$28.20	\$28.90
	Year 4	\$26.70	\$27.37	\$28.05	\$28.33	\$29.04
	Year 5	\$26.82	\$27.49	\$28.17	\$28.46	\$29.17
	Year 6	\$26.94	\$27.62	\$28.31	\$28.59	\$29.31

Allowances

Registered Nurses

Monetary Allowance Type	1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
AM/PM Shift	\$24.69	\$25.31	\$25.94	\$26.20	\$26.85
Casual Night Shift	\$39.50	\$40.49	\$41.50	\$41.92	\$42.96
Perm Night Shift	\$49.38	\$50.62	\$51.87	\$52.40	\$53.69
On Call Allowance	\$55.54	\$56.92	\$58.35	\$58.94	\$60.40

Expense Allowance Type	
At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.	1-Aug-17
Uniform	
Per Shift	\$1.23
Per week	\$6.24
Laundry	
Per Shift	\$0.32
Per week	\$1.49
Meal	
When required to work after the usual finishing hour of work beyond one hour	\$12.62
Overtime work completed by an employee exceeds four hours a further meal allowance	\$11.37
Motor vehicle	\$0.78

Enrolled Nurses

Monetary Allowance Type	1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
AM/PM Shift	\$24.26	\$24.87	\$25.50	\$25.75	\$26.39
Casual Night Shift	\$38.82	\$39.79	\$40.80	\$41.21	\$42.23
Perm Night Shift	\$48.53	\$49.74	\$51.00	\$51.51	\$52.78
Change of Shift	\$38.82	\$39.79	\$40.80	\$41.21	\$42.23
On Call Allowance	\$48.53	\$49.74	\$51.00	\$51.51	\$52.78
In Charge Allowance per shift	\$62.90	\$64.47	\$66.09	\$66.75	\$68.42
Nauseous Allowance (per hour / per week)	\$0.39 / \$2.24	\$0.40 / \$2.29	\$0.41 / \$2.34	\$0.41 / \$2.36	\$0.42 / \$2.42

Expense Allowance Type	
At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.	1-Aug-17
Uniform	
Per Shift	\$1.23
Per week	\$6.24
Laundry	
Per Shift	\$0.32
Per week	\$1.49
Meal	
When required to work after the usual finishing hour of work beyond one hour	\$12.62
Overtime work completed by an employee exceeds four hours a further meal allowance	\$11.37
Motor vehicle	\$0.78

Aged Care Employees

Monetary Allowance Type	1-Aug-17	1-Jul-18	1-Jul-19	1-Oct-19	1-Jul-20
AM/PM Shift	\$21.41	\$21.95	\$22.51	\$22.72	\$23.29
Night Shift	\$34.26	\$35.13	\$36.01	\$36.36	\$37.27
Perm Night Shift	\$42.83	\$43.91	\$45.01	\$45.45	\$46.59
Change of Shift	\$34.26	\$35.13	\$36.01	\$36.36	\$37.27
On Call Allowance	\$42.83	\$43.91	\$45.01	\$45.45	\$46.59
Nauseous Allowance (per hour / per week)	\$0.39 / \$2.24	\$0.40 / \$2.29	\$0.41 / \$2.34	\$0.41 / \$2.36	\$0.42 / \$2.42

Expense Allowance Type	
At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.	1-Aug-17
Uniform	
Per Shift	\$1.23
Per week	\$6.24
Laundry	
Per Shift	\$0.32
Per week	\$1.49
Meal	
When required to work after the usual finishing hour of work beyond one hour	\$12.62
Overtime work completed by an employee exceeds four hours a further meal allowance	\$11.37
Motor vehicle	\$0.78
Tool	\$11.00

Schedule B – Classifications

Registered Nurses Classifications

Grade 1

A Registered Nurse in his or her first year of experience following registration as a nurse with AHPRA.

Grade 2

A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and not elsewhere classified.

Grade 4

A Registered Nurse appointed as In-Charge of a care home of less than 61 beds in the out of hours of the Director of Nursing on PM, night and all weekend shifts and paid as such.

Grade 5

A Registered Nurse appointed as In-Charge for a care home of 61 beds or more on PM, night and all weekend shifts and paid as such.

A Registered Nurse appointed as a Clinical Care Manager.

Grade 6

A Registered Nurse appointed as a Deputy Director of Nursing and paid as such.

A Registered Nurse appointed as a nurse practitioner (as defined) during his/her first year of experience as a nurse practitioner shall be classified and paid at Nurse Practitioner Year 1.

A Registered Nurse appointed as a nurse practitioner (as defined) during his/her second and subsequent years of experience as a nurse practitioner shall be classified and paid at Nurse Practitioner Year 2.

A Candidate shall be entitled to be classified and paid as a Nurse Practitioner once endorsed by AHPRA, effective from the first pay period on or after the date of application for endorsement, until such time as the period of candidature is complete.

Grade 7

A Registered Nurse appointed as a Director of Nursing and paid as such.

Enrolled Nurse Classifications

Progression – General

- (a) Subject to the terms specified in each Level as defined in Schedule B at clause 2- Level Progression Criteria and this clause, each Enrolled Nurse shall progress to the next pay point on his or her anniversary date, subject only to completion of the training required for progression at each pay point and the completion of a year of experience (as defined).
- (b) An Enrolled Nurse is not required to apply for pay point progression save that:
 - (i) Where courses of study / training relevant to progression are undertaken externally to the employer, the employee must provide evidence of the successful completion of that study.
 - (ii) A new employee shall provide, as far as practicable, documentation that supports claims of previous experience or courses of study/in-service training since registration. A Training Certificate (or equivalent) or, where a previous employer refuses to provide such information, a statutory declaration shall suffice.
- (c) Subject to sub-clause in Schedule B 1 (i) and upon an employee's anniversary date, progression may only be deferred or refused by the employer if the employee has not completed the required training for the next pay point.

Deferral or refusal must not be unreasonably or arbitrarily imposed by the employer. It will be considered unreasonable to defer or refuse if the employer has refused to provide training and/or opportunities to work in practice settings in the employer's establishment.

Where the employer proposes to defer or refuse progression on the anniversary date because the employee has not completed the required training, the employer shall notify the employee in writing at least eight weeks prior to the anniversary of the following:

- The anniversary date,
 - The amount of training on file,
 - The amount of training required for progression, and
 - Upcoming in-service training.
- (d) Where an employee who has been deferred or refused progression undertakes additional training and meets the criteria for progression, the employee shall progress to that pay point from:
 - (i) In the case of in service training, the date the training is completed, or
 - (ii) In the case of external training, the date on which the evidence of satisfactory completion of the training is submitted to the employer.
 - (e) An employee may appeal a deferral or refusal under the Dispute Settlement Procedure of this Agreement. Where an appeal results in the revocation of the employer's decision (either by decision of FWC or the agreement of the parties), pay point progression shall be deemed to operate and be payable from the employee's anniversary date.
 - (f) Where circumstances have changed such that it is accepted that the employee satisfies the terms of the next pay point (as defined) this sub-clause shall not prevent:
 - (i) A review, initiated by either the employer or employee (or their nominated representatives) of the deferral or refusal; and/or

- (ii) The lifting of the deferral or refusal at and operative from such date;
- (g) All relevant training, experience and skills in any workplace as an Enrolled Nurse, other than such experience predating a break of five or more consecutive years, shall be counted for the purpose of assigning a pay point to new employees except that regard will not be had to an employee's pay point with a previous employer to the extent it was not referable to the employee's training, experience and skill.
- (h) Part time employees shall progress in accordance with the requirements of full-time employees.
- (i) **Year of practical experience** - for the purpose of this clause shall mean full-time service following registration as an Enrolled Nurse provided that an employee who has worked on average less than 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before becoming eligible for advancement to the next pay point.
- (j) Where the employer holds concerns as to whether is performing competently at his / her current pay point, deferral or refusal of progression may occur, save that it shall not occur unreasonably or arbitrarily. It will be considered unreasonable if the employer has not previously advised the employee in writing:
 - (i) That the performance is not satisfactory;
 - (ii) That the performance must improve; and
 - (iii) That in the event that performance does not improve to a satisfactory level, that refusal/ deferral of progression may result.

Where the employee disputes the employer's decision to defer or refuse progression on this basis, the decision may be disputed in accordance with Schedule B clause 1e.

2. Level Progression Criteria

LEVEL 1 (WITH NOTATION – NO MEDICATION ENDORSEMENT)

Level 1.1

Level 1.1 means a Pay Point to which an Enrolled Nurse without medication endorsement shall be classified.

LEVEL 2 (ENROLLED NURSE WITHOUT NOTATION - MEDICATION ENDORSED)

EN Trainee

EN Trainee means the Pay Point to which an Employee shall be appointed as an Enrolled Nurse where the Employee has satisfactorily completed Certificate IV (Nursing) or equivalent qualification which entitles the Employee to administer medication, the Employee shall be appointed at not less than Level 2.1 regardless of the level of experience or training.

Level 2.1

Level 2.1 means the Pay Point to which an Employee who was classified at Pay Point 2 shall translate to at the commencement of this Agreement or, the Level to which an Enrolled Nurse shall be appointed or progress from EN Trainee, having been assessed as being competent at that level, where the Employee has:

- (a) Not more than one further year of practical experience as defined; and
- (b) Subject to its provision by the employing agency, in-service training provided from time to time.

Level 2.2

Level 2.2 means the Pay Point to which an Employee who was classified at Pay Point 3 shall translate to at the commencement of this Agreement or, the Level to which an Enrolled Nurse shall be appointed or progress from Level 2.1, having been assessed as being competent at that level, where the Employee has:

- (a) Not more than one further year of practical experience as defined; and
- (b) Subject to its provision by the employing agency, in-service training provided from time to time.

Point of Entry (Diploma)

Where an Employee has the satisfactorily completed a Diploma of Nursing, the Employee shall be appointed at not less than Level 2.2. An Employee so appointed is deemed to have completed 40 hours of training since registration and to have satisfied the skill indicators at this level.

Level 2.3

Level 2.3 means the Pay Point to which an Employee who was classified at Pay Point 4 shall translate to at the commencement of this Agreement or the level to which an Enrolled Nurse shall be appointed or progress from Level 2.2, having been assessed as being competent at that level, where the Employee has:

- (a) Not more than one further year of practical experience as defined; and
- (b) Completed training as follows:
 - (i) Subject to its provision by the employing agency, in service training and/or other external relevant professional development, of not less than 80 hours accumulated since registration; or
 - (ii) The successful completion of two module/s totalling at least 40 nominal hours, additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability;
 - (iii) In-service training, subject to its provision by the employing agency, of not less than 40 hours accumulated since registration and the successful completion of one additional module relevant to the work undertaken within the Certificate IV Health (Nursing), Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

Level 2.4

Level 2.4 means the Level to which an Employee who was classified at Pay Point 5 shall translate to at the commencement of this Agreement or the Level to which an Enrolled Nurse shall be appointed or progress from Level 2.3, having been assessed as being competent at that level,

where the Employee has:

- (a) Not more than one further year of practical experience as defined; and
- (b) Completed the following training:
 - (i) Subject to its provision by the employing agency, in-service training and/or external relevant professional development of not less than 120 hours accumulated since registration; or
 - (ii) The successful completion of two additional module/s totalling at least 60 nominal hours, additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or
 - (iii) The undertaking of in-service training, subject to its provision by the employing agency, and/or external relevant professional development, of not less than 80 hours accumulated since registration and the successful completion of one additional module relevant to the work undertaken within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

Level 2.5

Level 2.5 means the Level to which an Employee who was classified at Pay Point 6 shall translate to at the commencement of this Agreement or the level to which an Enrolled Nurse shall be appointed or progress to from Level 2.4, having been assessed as being competent at that level, where the Employee has:

- (a) Not more than one further year of practical experience as defined, and
- (b) Completed training as follows:
 - (i) Subject to its provision by the Employer, in service training, and/or external relevant professional development of not less than 160 hours accumulated since registration which may include the successful completion of Self Directed Learning Packages; or
 - (ii) The successful completion of two additional modules totalling at least 80 nominal hours, additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or
 - (iii) Subject to its provision by the Employer, the undertaking of in service training, and/or external relevant professional development (which may include Self Directed Learning Packages) of not less than 100 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Level 2.6

Level 2.6 means the Level to which an Employee who was classified at Pay Point 7 shall

translate to at the commencement of this Agreement or the Level to which an Enrolled Nurse shall be appointed or progress to from Level 2.5, having been assessed as being competent at that level, where the Employee has the following:

- (a) Not more than one further year of practical experience as defined, and
- (b) Completed training as follows:
 - (i) Subject to its provision by the Employer, in service training, and/or external relevant professional development of not less than 200 hours since registration which may include the successful completion of Self Directed Learning Packages; or
 - (ii) The successful completion of three additional modules totalling at least 80 nominal hours, additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or
 - (iii) Subject to its provision by the Employer, the undertaking of in service training and/or external relevant professional development (which may include Self Directed Learning Packages) of not less than 140 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Level 2.7

Level 2.7 means the Level to which an Employee who was classified at Pay Point 8 shall translate to at the commencement of this Agreement or the Level to which an Enrolled Nurse shall be appointed or progress to from Level 2.6, having been assessed as being competent at that level, where the Employee has the following:

- (a) Not more than one further year of practical experience as defined, and
- (b) Completed training as follows:
 - (i) Subject to its provision by the Employer, in service training, and/ or external relevant professional development of not less than 240 hours since registration which may include the successful completion of Self Directed Learning Packages; or
 - (ii) The successful completion of four additional modules totalling at least 100 nominal hours, additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing), Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or
 - (iii) Subject to its provision by the Employer, the undertaking of in service training, and/or other external relevant professional development (which may include Self Directed Learning Packages) of not less than 180 hours accumulated since registration and the successful completion of one module relevant to the work undertaken with the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Aged Care Classifications

Progression for all classifications for which there is more than one pay point will be by annual movement on the employee's anniversary date to the next pay point, or in the case of a part time or casual employee, 1786 hours of experience, having regard to the acquiring and use of skill described in the definitions set out in this Schedule and knowledge gained through experience in the practice settings over such period.

1. Personal Care Worker Classifications

A Personal Care Worker means an employee classified as an Aged Care Employee in Clause 3 of this agreement.

The Personal Care Worker structure shall be as follows:

PERSONAL CARE WORKER GRADE 1 (WAGE SKILL GROUP 3)

Means a person employed in a Residential Aged Care Facility, to provide personal care to those residents. Such an employee would not possess any accredited training.

PERSONAL CARE WORKER GRADE 2 (WAGE SKILL GROUP 6)

Means a person employed in a Residential Aged Care Facility, to provide personal care to those residents.

Such an employee must obtain a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules, unless a recognised RPL (Recognition of Prior Learning) or recognition of existing competencies assessment has been undertaken and resulted in appropriate credits.

Personal Care Worker Grade 3 (Wage Skill Group 8)

Means a person employed in a Residential Aged Care Facility as defined, to provide personal care to those residents.

Such an employee, in addition to having had not less than two years' experience as a personal care worker and the training required at a Personal Care Worker 2 classification; a relevant qualification in Aged Care at Certificate 4 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules, unless a recognised RPL (Recognition of Prior Learning) or recognition of existing competencies assessment has been undertaken and resulted in appropriate credits.

PERSONAL CARE WORKER GRADE 4 (WAGE SKILL GROUP 11)

Means a person employed in a Residential Aged Care Facility as defined, appointed as the personal care supervisor/coordinator, and who holds the overall responsibility of managing the residents' personal care needs on a day to day basis. A personal care worker Grade 4 will not supervise a Registered Nurse or an Enrolled Nurse in relation to any clinical or care matters.

Where an employee obtains a certificate that entitles them to a higher classification / wage skill group, the employee shall be reclassified from the date the certificate is obtained or the date that evidence of attainment is provided to the employer, whichever is that later.

2. Leisure and Lifestyle Classifications

LEISURE AND LIFESTYLE ASSISTANT (WAGE SKILL GROUP 3)

Means an unqualified person employed to provide activities/diversional therapy in an aged care facility, however titled. The employer, where practicable, will assist the person to complete a qualification. Such

assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.

LEISURE AND LIFESTYLE ASSISTANT (WAGE SKILL GROUP 6)

Means a person appointed as such with a qualification at Certificate III level in Allied Health, or other relevant qualification from a Registered Training Organisation. Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes.

LEISURE AND LIFESTYLE ASSISTANT (WAGE SKILL GROUP 8)

Means a person appointed as such with a qualification at Certificate IV level in Leisure and Lifestyle or Diversional Therapy or other relevant qualification from a Registered Training Organisation. Such a person is required to assist in the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes under the supervision and direction of the Lifestyle Co-ordinator.

LEISURE AND LIFESTYLE CO-ORDINATOR UNQUALIFIED (WAGE SKILL GROUP 10)

Is a suitably experienced, unqualified person appointed as such performing work which involved responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

LEISURE AND LIFESTYLE CO-ORDINATOR QUALIFIED (WAGE SKILL GROUP 11)

Is a suitably experienced and qualified person appointed as such performing work which involves responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

3. Administration, Food Services and General Services Classifications

WAGE SKILL GROUP 1

An Employee at this level:

- Works within established routines, methods and procedures.
- Has minimal responsibility, accountability or discretion.
- Works under direct or routine supervision, either individually or in a team.
- No previous experience or training is required.

Indicative classifications at this level are:

General Services

Laundry hand
Cleaner/Housekeeper
Assistant Gardener
Maintenance/Handyperson (Unqualified)

Food Services

Food and Domestic Services Assistant
Other Cook

WAGE SKILL GROUP 2

An employee at this level:

- Works within established routines, methods and procedures.
- Has limited responsibility, accountability or discretion.
- May work under limited supervision, either individually or in a team.
- Possesses communication skills.
- Requires on-the-job training and/or specific skills training or experience.

Indicative classifications at this level are:

General Services

Laundry Operator

Cleaner/Housekeeper

Gardener (non-trade)

Maintenance/Handyperson (Unqualified)

WAGE SKILL GROUP 3

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures.
- Is responsible for work performed with a limited level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses sound communication skills.
- Requires specific on-the-job training and/or relevant skills training or experience.

Indicative classifications at this level are:

General Services

Driver 1.25 tonnes or less

Food Services

Cook Employed Alone

Diet Cook

WAGE SKILL GROUP 4

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical).
- Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical).
- Works under limited supervision, either individually or in a team. (non admin/clerical).
- Possesses sound communication and/or arithmetic skills. (non admin/clerical).
- Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical).
- An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative classifications at this level are:

General Clerk

General Clerk

Typist

Food Services

Food Monitor

WAGE SKILL GROUP 5

An employee at this level:

- Is capable of prioritising work within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses good communication, interpersonal and/or arithmetic skills.
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative classifications at this level are:

General Services

Driver 1.25 tonnes to 3 tonnes

WAGE SKILL GROUP 6

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability.
- Works under limited supervision, either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical).
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Receptionist

Ward Clerk

Audio Typist (Other)

Pay Clerk

General Services

Driver over 3 tonnes

WAGE SKILL GROUP 7

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical

Computer Clerk

General Services

Maintenance/Handyperson (Trade)

Gardener (Trade)

Food Services

Trade Cook

WAGE SKILL GROUP 8

An employee at this level:

- Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical).
- May require basic computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Secretary

Interpreter (Unqualified)

Food Services

Chef Grade B

Second Cook Grade A

WAGE SKILL GROUP 9

An employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Computer Clerk (Advanced)

Pay Clerk (Advanced)

General Services

Maintenance/Handyperson (Advanced)

Gardener (Advanced)

Food Services

A Cook or Chef with relevant qualifications.

Chef Grade A

WAGE SKILL GROUP 10

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative classifications at this level are:

Food Services

A Cook or Chef with relevant qualifications.

WAGE SKILL GROUP 11

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- May supervise the work of others, including work allocation, rostering and guidance.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses developed administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Private Secretary

Clerical Supervisor

Interpreter (Qualified)

General Services

General Services Supervisor

Gardener Superintendent

Food Services

Food Services Supervisor

Definitions

General Services Stream Definitions:

Cleaner/Housekeeper (WSG 1)

Means a person who performs general cleaning and housekeeping functions within a facility. This may include cleaning windows within a building.

Gardener Advanced (WSG 9)

Means a "Gardener Trade" who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

Gardener (non-trade) (WSG 2)

Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

Gardener Superintendent (WSG 11)

Means a "Gardener Trade" who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

Gardener Trade (WSG 7)

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

General Services Supervisor (WSG 11)

Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this agreement or the supervision of staff within a General Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of staff and may assist in the recruitment of staff.

Laundry hand (WSG 1)

Means a person who performs basic laundry work and the sorting and packing of linen.

Laundry Operator (WSG2)

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

Maintenance/Handyperson Advanced (WSG 9)

Is a "Handyperson Trade" who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

Maintenance/Handyperson Trade (WSG 7)

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the employer.

Food Services Stream Definitions:

Chef:

Means a person employed as such who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

- **Chef Grade A (WSG9)**

A chef employed in a facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

- **Chef Grade B (WSG 8)**

A chef employed in a facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Cook Employed Alone (WSG 3)

Means a person employed as a sole cook who does not hold trade qualifications.

Diet Cook (WSG 3)

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

Food Services Assistant/Kitchen Hand (WSG 1)

Means a person who undertakes basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils; the serving and delivery of meals.

Food Monitor (WSG 4)

An employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

When the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

Food Services Supervisor (WSG 11)

Is a person appointed as such performing work which involves the supervision of staff within the Food Services Stream of this agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Trade Cook (WSG 7)

Means a cook qualified as a tradesperson under the Industrial Training Act 1975 or holding an equivalent qualification acceptable to the employer.

Other Cook (WSG 1)

Means a person who does not hold trade qualifications, who is employed as a cook by a facility

where other cooks are employed.

Second Cook:

Means a person employed as such in a facility who assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.

- **Second Cook Grade A (WSG 8)**

A second cook employed in a facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

- **Second Cook Grade B (WSG 7)**

A second cook employed in a facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Schedule C – Accident Pay

Where an entitlement to accident make-up pay arises under this part any reference to the Workers Compensation Act 1958 shall be deemed to include a reference to the Accident Compensation Act 1985 and any reference to the Accident Compensation Act 1985 shall be deemed to include a reference to the Workers Compensation Act 1958.

1. Definitions

The words hereunder shall bear the respective definitions set out herein.

1.1 Total incapacity

In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Workers Compensation Act 1958 (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(i) of the Act for the week in question and the total 38 hour weekly rate and weekly over-award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

1.2 Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Workers Compensation Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(ii) of the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he/she had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

- (a) The total 38hour weekly award rate and weekly over-award payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(1) of the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (b) For the purposes of the calculation of the total 38hour weekly award rate and weekly over-award payment in Schedule C, subclauses and 1.2 payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

1.3 Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

- (a) Injury shall be given the same meaning and application as applying under the Workers Compensation Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.
- (b) Workers Compensation Act means Workers Compensation Act 1958, as amended from time to time, of the State of Victoria.

2. Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by the employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

- (a) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.
 - (i) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
 - (ii) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly employees compensation payments.

3. Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to Schedule C, clause (a) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

- (a) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

4. Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

- (a) Provided however that in the case of an Registered Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

5. An employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit her/his entitlement to accident pay under this clause.
6. Maximum period of payment
- (a) In the case of nursing employees, the maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for anyone injury as defined in Schedule C, clause 1.3(a).
 - (b) In the case of Aged Care Employees, the maximum period or aggregate period of accident pay to be made by the employer shall be a total of 26 weeks for anyone injury as defined in Schedule C, clause 1.3(a), provided that in respect of an Aged Care employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for anyone injury as defined.

7. Absences on other paid leave

An employee shall not be entitled to payment of accident –pay in respect of any period of:

- (a) in the case of nursing employees, other paid leave of absence;
- (b) in the case of Aged Care employees, other paid leave of absence or paid public holiday in accordance with this Agreement.

8. Notice of injury

An employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

9. Medical examination

- (a) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.
- (b) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and her/his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

10. Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

11. Civil damage claims

- (a) An employee receiving or who has received accident pay shall advise the employer of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

12. Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

13. Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

14. Death of an employee

All rights to accident pay shall cease on the death of an employee.

15. Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring.

- (a) In the case of nursing employees, in or after August 1975;
- (b) In the case of Aged Care employees, on or after 3 March 1975.