



FAIR WORK
COMMISSION

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

BCP Health and Aged Care Pty Ltd
(AG2013/4849)

BCP HEALTH AND AGED CARE, NSWNA & HSU NSW BRANCH ENTERPRISE AGREEMENT 2012

Aged care industry

COMMISSIONER GOOLEY

MELBOURNE, 28 MARCH 2013

*Application for approval of the BCP Health and Aged Care, NSWNA & HSU NSW Branch
Enterprise Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the *BCP Health and Aged Care, NSWNA & HSU NSW Branch Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by BCP Health and Aged Care Pty Ltd. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The New South Wales Nurses and Midwives' Association and the Australian Nursing Federation – New South Wales Branch, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Health Services Union - New South Wales Branch, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 28 March 2013 and, in accordance with s.54, will operate from 4 April 2013. The nominal expiry date of the Agreement is 30 September 2015.



COMMISSIONER

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ANNEXURE A

BCP Health and Aged Care Pty Ltd

ABN: 35 123 031 541

1 March 2013

Commissioner Gooley
Commission
Melbourne VIC 3000

Fair Work
11 Exhibition Street

By email chambers.gooley.c@fwc.gov.au

Dear Commissioner Gooley

BCP Health and Aged Care, NSWNA & HSU NSW Branch Enterprise Agreement 2012: FWC matter number: AG2013/4849

We refer to your email dated 15 February 2013.

BCP Health and Aged Care Pty Limited (**BCP Health**) applied to the Fair Work Commission (**FWC**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**) for approval of an enterprise agreement to be known as the *BCP Health and Aged Care, NSWNA & HSU Branch Enterprise Agreement 2012* (**Agreement**). The application for approval is FWC matter number AG2013/4849.

Pursuant to s.190 of the Act, BCP Health hereby undertakes to Fair Work Australia that:

1. Notwithstanding the provisions of clause 5 of the Agreement, the Agreement will cover all employees of BCP Health who are employed in New South Wales. The Agreement does not cover:
 - (a) employees engaged in the following roles, or equivalent roles: Facility Services Manager, Deputy Facility Services Manager, State Manager, General Quality Assurance Manager, Facility Manager, Residential Services Manager; and
 - (b) any State or National Office employee.
2. Notwithstanding the provisions of clause 12.3 of the Agreement, before any part time employee commences employment, BCP Health and the employee will agree in writing the guaranteed minimum number of hours (**Guaranteed Hours**) to be worked and the rostering arrangements which will apply to the **Guaranteed Hours**.
3. Notwithstanding the provisions of clause 25.1(b), where any employees is required to remain available during their meal break or is on duty during their meal break, the employee will be paid overtime until the break is taken or the shift ends (whichever occurs first).
4. Notwithstanding clause 23.6 of the Agreement, if a casual employee is required to attend compulsory paid training required for accreditation, support contact or unannounced visits or for outbreak management purposes, the employee will be paid a minimum engagement of 2 hours.

BCP Health and Aged Care Pty Ltd

ABN: 35 123 031 541

BCP Health will ensure a copy of this undertaking is made available to all employees covered by the Agreement and will attach it to any copy of the Agreement provided to employees or made available in the workplace.

Date: 1 March 2013

Signed: 

Name: NEAL HUNTER

Work Address: Lvl 7, Suite 1, 1-5 RAILWAY ST, CHATSWOOD

Position/Capacity: GROUP HR MANAGER.

(A person duly authorised to give this undertaking on behalf of BCP Health and Aged Care Pty Limited)

BCP Health and Aged Care Pty Ltd

ABN: 35 123 091 541

18 March 2013

Commissioner Gooley
Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

By email chambers.gooley.c@fwc.gov.au

Dear Commissioner Gooley

BCP Health and Aged Care, NSWNA & HSU NSW Branch Enterprise Agreement 2012: FWC matter number: AG2013/4849

We refer to proceedings before your Honour on 6 March 2013 and the undertaking of BCP Health and Aged Care Pty Limited (BCP Health) dated 1 March 2013.

BCP Health applied to the Fair Work Commission (FWC) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act) for approval of an enterprise agreement to be known as the *BCP Health and Aged Care, NSWNA & HSU Branch Enterprise Agreement 2012 (Agreement)*. The application for approval is FWC matter number AG2013/4849.

Pursuant to s.190 of the Act, BCP Health hereby undertakes to Fair Work Australia that:

1. It will pay Health Professionals employees classified as a Health Professional employee – Level 1 – Pay point 1, no less than the applicable rate specified at clause 15.2 of the *Health Professionals and Support Services Award 2010*.

BCP Health will ensure a copy of this undertaking is made available to all employees covered by the Agreement and will attach it to any copy of the Agreement provided to employees or made available in the workplace.

Date: 18/3/2013

Signed: 

Name: NEAL HUNTER

Work Address: Lvl 7, Su1, North Tower, 1-5 Railway St, Chatswood

Position/Capacity: Group HR Mgr

(A person duly authorised to give this undertaking on behalf of BCP Health and Aged Care Pty Limited)

**BCP HEALTH AND AGED
CARE,
NSWNMA & HSU NSW Branch
Enterprise Agreement 2012**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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PART 1 – APPLICATION AND OPERATION

1. Title

This Agreement will be known as the BCP Health and Aged Care, NSWNA & HSU NSW Branch Enterprise Agreement 2012 (“**the Agreement**”).

2. Commencement and Expiry

This Agreement will commence seven (7) days after notice of approval by Fair Work Australia and shall have a nominal expiry date of 30th September, 2015.

3. Renegotiation of the Agreement

Negotiations for the next Agreement will commence three (3) months before the Agreement is due to expire.

4. Definitions

For the purposes of the Agreement:

Act means the *Fair Work Act 2009* (Cth).

Aged Care Employee includes an Employee as classified in Appendix 3 – Aged Care Classifications.

Aged Care Industry means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care services apartments, garden settlement, retirement village or any other residential accommodation facility including in the home.

Agreement means this Agreement.

AHPRA means the Australian Health Practitioner Regulation Authority.

Board means the Nurses and Midwives Board of NSW.

Day Worker means an Employee who works their ordinary hours between 6am and 6pm Monday to Friday.

De-facto partner means a person, who although not legally married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (including same sex relationships).

Employee(s) means persons employed by the Employer, in positions within the scope of the classifications set out in Appendix 2 and 3 to the Agreement.

Employer means: BCP Health and Aged Care Pty Limited ABN 35 123 031 541 and has the meaning in the Act.

Employee representative means an Employee or other person union nominated by the Employee/s to represent the Employees in relation to their employment.

Experience in relation to an enrolled nurse, registered nurse or assistant in nursing means experience both before and/or after the commencement of this Agreement whether within

New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.

FWA means Fair Work Australia.

Health Professional includes an Employee as classified in Appendix 4 – Health Professionals.

Immediate family means a spouse, de-facto partner (including same sex relationships), child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner, of the Employee.

National Employment Standards (NES) means the legislated minimum standards provided in chapter 2, Part 2-2 of the *Fair Work Act 2009* (Cth).

Nurse includes Registered Nurses, Endorsed Enrolled Nurses, Enrolled Nurses and Assistants in Nursing.

Ordinary rate of pay means the applicable rate of pay set out in Appendix 1 as adjusted, but excludes overtime, penalty rates, shift allowances, bonuses or any other ancillary payments of a like nature.

Party or parties means those covered in accordance with Clause 5 – Coverage of this Agreement.

Shiftworker – Aged Care Employee means an Employee who regularly works rostered hours as part of the shift system outside of the ordinary hours of work for a day worker and or more than four (4) ordinary hours on ten (10) or more weekends.

Shiftworker – Health Professional Employee means an Employee who regularly works rostered hours as part of the shift system outside of the ordinary hours of work for a day worker and or more than four (4) ordinary hours on ten (10) or more weekends.

Shiftworker – Nursing Employee means a nursing Employee that is regularly rostered over seven (7) days of the week and regularly works on weekends.

Superannuation Law means any requirement under the Superannuation Industry (Supervision) Act 1993, Superannuation Industry (Supervision) Regulations 1994, Superannuation Guarantee (Administration) Act 1992, Superannuation Guarantee (Administration) Regulations 1993, Superannuation Guarantee Charge Act 1992, and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to its Employees.

Unions mean the NSW Nurses and Midwives' Association (NSWNMA), the Australian Nursing Federation, New South Wales Branch (ANF NSW Branch) and the Health Services Union NSW Branch (HSU).

5. Coverage

5.1 This Agreement shall cover the following:

- (a) The Employer;
- (b) The Employees; and
- (c) The New South Wales Nurses and Midwives' Association, the Australian Nursing Federation New South Wales Branch and the Health Services Union NSW.

5.2 The Agreement does not apply to or cover persons employed by the Employer in NSW, in the roles of Facility Services Manager, Deputy Facility Services Manager, State Manager, General Quality Assurance Manager, Facility Manager, and Residential Services Manager or

the like positions, or any other State or National Office Employee employed by the Employer.

6. Access to the Agreement and the National Employment Standards

The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

7. The National Employment Standards and this Agreement

- (a) The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement.
- (b) The NES applies to Employees covered by this Agreement, except where this Agreement provides a greater condition or entitlement whereby this Agreement will prevail to the extent that is more favourable than the NES.
- (c) This Agreement constitutes the entirety of the terms of the agreement that exists between the parties. It replaces and operates to the exclusion of any industrial instrument that may apply, or may have previously applied, to the Employees including any awards or industrial agreements. This does not exclude the Employer and Employee entering into common law agreements providing additional terms outside of this Agreement.

8. Agreement Flexibility

- 8.1 Notwithstanding any other provisions of this Agreement, an Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading.
- 8.2 The Employer and the individual Employee must have genuinely made an agreement without coercion or duress.
- 8.3 The agreement between the Employer and the individual Employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in Clause 8.1; and
 - (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 8.4 The agreement between the Employer and the individual Employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employees parent;

- (b) state each term of this agreement that the Employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employees terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 8.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 8.6 Except as provided for in Clause 8.4(a) the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 8.7 An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employees understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 8.8 The agreement may be terminated:
- (a) by the Employer or the individual Employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.
- 8.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to other wise affect, any provision for an agreement between an Employer and an individual Employee contained in any other term of this Agreement.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION PROCEDURE

9. Consultation Regarding Major Workplace Change

- 9.1 This term applies if:
- (a) the Employer 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.
- 9.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 9.5 As soon as practicable after making its decision, the Employer 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 the Employer 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.
- 9.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in Clauses 9.2, 9.3 and 9.5 are taken not to apply.
- 9.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) restructuring of jobs.
- 9.10 In this term, relevant Employees means the Employees who may be affected by the major change.

10. Dispute Resolution Procedure

- 10.1 In the event of a dispute about any matter, including a matter arising under this Agreement or the National Employment Standards, 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 more senior levels of management as appropriate.
- 10.2 The parties agree that disputes in relation to requests for reasonable working arrangements may be dealt with under the terms of this clause.

- 10.3 An Employer or Employee may appoint another person or the Union to accompany and/or represent them for the purposes of this clause.
- 10.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under Clause 10.1 have been taken, a party to the dispute may refer the dispute to FWA or other statutory tribunal.
- 10.5 Where the matter in dispute remains unresolved, FWA or other statutory tribunal may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.6 The parties agree that FWA or other statutory tribunal shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 10.7 While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

11. Workload Management

- 11.1 The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- 11.2 It is the intent of the parties that the issue be dealt with as close to the source as possible. To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the appropriate manager for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- 11.3 Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) The demand of the environment such as the layout of the facility;
 - (b) Statutory obligation, (including, but not limited to, work health and safety legislation);
 - (c) The requirements of nurse regulatory legislation;
 - (d) Reasonable workloads;
 - (e) Accreditation standards; and
 - (f) Budgetary considerations.
- 11.4 If the issue is still unresolved, the Employee/s may advance the matter through Clause 10 - Dispute Resolution Procedure.

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

12. Types of Employment

12.1 Employment Categories

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part time; or
 - (iii) casual.
- (b) At the time of engagement an Employer will inform each Employee whether they are employed on a full-time, part time or casual basis. An Employer may direct an Employee to carry out such duties that are within the limits of the Employees skill, competence and training, consistent with the respective classification.

12.2 Full Time Employee

- (a) A full time Employee is an Employee engaged to work an average of 76 ordinary hours per fortnight.
- (b) In addition to their ordinary hours of work, an Employee may be required to work reasonable additional hours in accordance with the overtime provisions of this Agreement.

12.3 Part Time Employee

- (a) A part time Employee is one who is engaged as such and who is permanently appointed to work for a specified number of hours, which are less than those prescribed for a full-time Employee.
- (b) A part time Employee will receive the same terms and conditions paid on a pro rata basis to that of a full time Employee.

12.4 Annual Review of Part Time Hours

- (a) At the request of an Employee, the hours worked by the Employee may be reviewed annually.
- (b) Where the Employee is regularly working more than their specified contracted hours, and those hours of work are reasonably predictable, then such contracted hours shall be adjusted by the Employer to reflect the hours regularly worked, which may include moving to full time employment.
- (c) The hours worked in the following circumstances would not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation;
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (d) Any adjusted contracted hours resulting from such a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

12.5 Casual Employees

- (a) A casual Employee is one who is advised they are a casual Employee engaged on an hourly basis and paid a casual loading as and when required by this Agreement.
- (b) On commencement of the Agreement, a casual Employee will additionally be paid a casual loading at the percentage of their ordinary rate of pay as set out below:
 - (i) 1 July 2012 at 23% for Employees in NSW
 - (ii) 1 July 2013 at 24% for Employees in NSW
 - (iii) 1 July 2014 at 25% for Employees in NSW
- (c) Where a casual Employee is employed on a shift (Monday to Friday) that attracts penalties or other loadings, those payments will be calculated in accordance with the applicable ordinary rate of pay, and, unless otherwise specified, will be in addition to, and not compounded upon, the casual loading payable in subclause 12.5 (b). Casual loading is not payable on weekends, public holidays or overtime.
- (d) Casual Conversion
 - (i) A casual Employee who has reasonably predictable hours of work and has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - 1) on a full-time contract where the Employee has worked on a full-time basis throughout the period of casual employment; or
 - 2) on a part time contract where the Employee has worked on a part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Employee.
 - (ii) The Employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversion will not apply where a casual has covered absences of permanent Employees who are expected to return to work.

13. Termination of Employment

- (a) Notice of termination is provided for in the NES and applies to all Employees other than casual Employees.
- (b) Notice of termination by either the Employer or Employee is:

Period of continuous service with Employer	Period of notice
Not more than one (1) year	One (1) week
More than one (1) year but not more than three (3) years	Two (2) weeks
More than three (3) years but not more than five (5) years	Three (3) weeks
More than five (5) years	Four (4) weeks

- (c) Where an Employee is 45 years of age or over and has completed two continuous years of service with the Employer the Employee is entitled to an additional week's notice.
- (d) The notice of termination required to be given by an Employee is the same as that required by an Employer as set out at Clause 13(b) except that there is no requirement of an Employee to give additional notice based on their age.
- (e) An Employer may summarily dismiss an Employee for gross and wilful misconduct. An Employee who is summarily dismissed does not receive notice, or payment in lieu of notice.
- (f) Where the Employer terminates the employment of the Employee and does not require the serving of the notice the Employer will pay the Employee the amount in lieu of working out the notice period.
- (g) In respect of any forfeiture by the Employee of wages in lieu of providing notice, the Employee may at any time authorise the Employer to deduct from their wages payable up to, or on, termination of relevant wages payable in lieu of notice.
- (h) Should an Employer not receive such authorisation from an Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is acknowledged that the Employee has the same access to rights to pursue an Employer for underpayment in the appropriate jurisdiction.
- (i) In respect of this requirement for an Employer to provide notice of pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C Division 11 of part 2-2 of the Act.
- (j) The total period of notice may be increased by specific written agreement between the Employer and Employee.
- (k) Where an Employee has given notice the Employee is not entitled to take annual leave during the notice period unless agreed to by the Employer.
- (l) Casual Employees are to be given notice of termination to the end of the current shift worked or payment in lieu thereof.
- (m) Where an Employee is absent from work for a continuous period of two working days without the consent of the Employer, and without notification to the Employer, the Employer shall be entitled to inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation to his or her absence within two (2) days of such a request, the Employee will be considered to have abandoned employment.

14. Redundancy

14.1 An Employee (excluding a casual Employee) is entitled to be paid redundancy pay by the Employer if the Employees employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

14.2 Minimum Payments

- (a) Where the Employee is under 45 years of age, the Employer shall pay the Employee

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

- (b) Where the Employee is 45 years of age or over, the Employer shall pay the Employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- (c) "Week's pay" means the Employees average actual weekly earnings over the preceding twelve (12) months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- (i) shift allowances;
 - (ii) weekend penalties;
 - (iii) TAFE examination allowances;
 - (iv) climatic and isolation allowances;
 - (v) broken shift allowance;
 - (vi) sleepover allowance;
 - (vii) any other entitlements.

14.3 Transfer to Lower Paid Duties

Where an Employee 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 may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

14.5 Job Search Entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of Clause 14.2.
- (d) These redundancy provisions will continue to apply during the life of this Agreement until replaced with a new agreement in 2015.

15. Suspension

An Employee may be suspended on full pay for a reasonable period having regard to the circumstances during a disciplinary investigation into whether the Employee has engaged in serious and wilful misconduct. An Employees pay will be determined by calculating the average pay received by the Employee for time worked in the six (6) months prior to suspension.

Part 4 – MINIMUM WAGES AND RELATED MATTERS

16. Classifications

- (a) Nursing Classifications are set out in Appendix 2.
- (b) Aged Care Classifications are set out in Appendix 3.
- (c) Health Professional Classifications are set out in Appendix 4.
- (d) Employers must advise their Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

17. Minimum Weekly Wages

- (a) The minimum weekly wages are set out in Appendix 1 of this Agreement.
- (b) The rates of pay and allowances as set out in Appendix 1 of this Agreement increase by six (6) monthly instalments and will commence on the first full pay period on or after 14 October 2012.

- (b) In addition to subclause (a) the parties agree that the wages for Nursing Classifications set out in Appendix 1 are inclusive of a 1.92% buyout of one (1) week's annual leave.
- (c) The monetary obligations imposed on the Employer by this Agreement including, but not limited to, allowances, loadings, penalties and overtime may be absorbed by agreement with the Employee into an annualised salary or remuneration package.

18. Underpayment of Wages

- (a) Where an Employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the Employer.
- (b) The Employer, upon agreement with the identified error, will rectify the error as soon as practicable, within seven (7) days or in the next pay, whichever is sooner.

19. Overpayment of Wages

- (a) Where the Employee has been overpaid all or part of their pay on any occasion they, or the Employer, should raise the error immediately.
- (b) The Employee, upon agreement with the identified error will agree to the Employer rectifying the error as soon as practicable.
- (c) Any payment arrangements will be agreed to and authorised by the Employee in writing.

20. Superannuation

- (a) The Employer shall make superannuation contributions on behalf of each Employee to the fund in accordance with the Superannuation Legislation, unless the Employee exercises their choice of a different fund.
- (b) The Fund for the purposes of this Agreement shall mean the Health Employees Superannuation Trust of Australia (HESTA) established and governed by a trust deed dated July, 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.

21. Allowances

21.1 Uniform and Laundry Allowances

- (a) This clause applies where the Employer requires the Employee to wear the Employer's uniform.
- (b) A uniform allowance as set out in Table 1A of Appendix 1 shall be paid for either each shift worked (maximum of ten (10) shifts per fortnight) or per week, whichever is the lesser.
- (c) From the commencement of the Agreement a laundry allowance as set out in Table 1A of Appendix 1 shall be paid to Employees either for each shift worked (maximum of ten (10) shifts per fortnight) or per week, whichever is the lesser.
- (d) In lieu of paying the uniform allowance as prescribed in this clause, the Employer shall provide sufficient suitable and serviceable uniforms, including one cardigan or jacket which shall be supplied free of cost to each Employee within the nursing classification stream required to wear a uniform or part of a uniform. Other Employees will be

supplied with sufficient suitable and serviceable uniforms. Where the Employer requires any Employee to wear headwear, the facility shall provide headwear free of charge to the Employee. In lieu of paying the laundry allowance in this clause the Employer may launder, or have laundered at its expense, the uniform.

- (e) The uniform allowance, if payable, must be paid during periods of paid leave, however the laundry allowance will not be paid during such times.

21.2 In Charge Allowance

- (a) A registered nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the relevant per shift allowance set out in Table 1A of Appendix 1 to this Agreement.
- (b) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

21.3 Work of a dirty or offensive nature (Aged Care Classifications)

An allowance as set out in Table 1A of Appendix 1 to this Agreement is payable in the circumstances where an Aged Care Employee is required to perform work of an unusually dirty or offensive nature having regard to the person's classification and usual duties.

21.4 Nauseous Linen (Aged Care Classifications and Health Professional Classifications)

Aged Care and Health Professional Employees shall be paid an amount per hour extra or part thereof as set out in Table 1A of Appendix 1, for all time engaged in handling linen of a nauseous nature which is not contained in sealed bags, containers or the like.

21.5 Travel Time

An Employee required to perform work at a place other than their regular place of work shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

21.6 Vehicle/Travelling Allowance

- (a) Where an Employee is called upon and agrees to use his or her private vehicle for official business, the Employee shall be paid the per kilometre allowance set out in Table 1A of Appendix 1 to this Agreement excluding travel to and from the Employees home to the first place of work and return to home at the end of his or her duties.
- (b) Where an Employee is required to use public transport for travel on official business such Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the Employees home to the first place of work and return to home at the cessation of his or her duties.
- (c) No payment shall be made under Clause 21.6(a) and 21.6(b) unless the Employer has approved the travel, and the expenses do not exceed the mode of transport, meals or standard of accommodation agreed with the Employer for these purposes, and the Employer is satisfied that the Employee has incurred expenditure for such travel.

21.7 On Call Allowance

- (a) Except in circumstances outlined in this subclause, an Employee who agrees to be on call, that is, the Employee agrees to, and does, make themselves ready and available to return to work at short notice whilst off duty, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Table 1A of Appendix 1 to this Agreement.

- (b) An Employee who agrees to be on call, that is, the Employee agrees to, and does, make themselves ready and available to return to work at short notice whilst on rostered days off, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Table 1A of Appendix 1 to this Agreement.
- (c) An Employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Table 1A of Appendix 1 to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the Employee is entitled to receive the allowance prescribed in Clauses 21.7(a) or (b).
- (d) Where an Employee on call in accordance with Clauses 21.7(a) or 21.7(b), leaves the residential aged care facility and is recalled to duty, he or she shall be reimbursed all reasonable expenses actually incurred. Where in these circumstances the Employee elects to use his or her own vehicle the Employee shall be paid the per kilometre allowance set out in Table 1A of Appendix 1 to this Agreement.

21.8 Broken Shift Allowance

See Table 1A of Appendix 1 and Clause 23.8 of the Agreement.

21.9 AIN Duty Allowance

Assistant in Nursing – Team Leader means an Employee who holds at least a Certificate Level IV in Aged Care Work or other appropriate qualifications/experience acceptable to the Employer who is designated by the Employer as having the responsibility for coordinating the work of other AIN's and performing specialist functions such as but not limited to orientation of new employees, mentoring, fire-safety, training, specialist wound care, continence management, infection control or palliative care under RN/EEN supervision.

Table 1A of Appendix 1 to this Agreement sets out the AIN Duty allowance.

21.10 Continuing Education Allowance

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the Employer that more than fifty per cent of the Employees time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) An RN or EN holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
- (g) An RN who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Table 1A of Appendix 1.

- (h) An RN who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Table 1A of Appendix 1.
- (i) An RN who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Table 1A of Appendix 1.
- (j) An EN who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly relevant to the competency and skills used by the EN in carrying out the duties of the position shall be paid a weekly allowance as set out in Table 1A of Appendix 1.
- (k) The allowances set out in Clauses 21.10(g), (h), (i), and (j) thereof are not included in the Employees ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage- related allowances contained in this award.
- (n) Where a disagreement or dispute arises concerning the eligibility of an Employee for payment of a continuing education allowance, the dispute resolution procedures of this Agreement apply.

22. Recognition of Service, Qualifications and Experience

- (a) From the time of commencement of employment an Employee has two (2) months in which to provide documentary evidence to the Employer detailing any other relevant service qualification or experience not disclosed at the time of commencement. This evidence, of experience, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Until such time as the Employee furnishes any such documentation outlined in 22(a) the Employer shall pay the Employee at the level for which proof has been provided.
- (c) If within two (2) months of commencing employment an Employee does provide documentary evidence of other previous relevant service or/and experience the Employer shall pay the Employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided.
- (d) If the Employee provides documentary evidence of other previous relevant service and/or experience after two months from commencement the Employer shall pay the Employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back dated to the time of commencement.
- (e) For the purpose of yearly progression based on service and experience an Employee must complete 1976 hours, or in the case of a casual or part time Employee 1824 hours.

PART 5- HOURS OF WORK AND RELATED MATTERS

23. Hours of Work

23.1 Ordinary hours shall be arranged by the Employer to meet the operational requirements of the business, but shall not exceed:

- (a) an average of 76 in a fortnight; or
- (b) by agreement between the Employer and the Employees concerned, an average of 152 in a four week cycle.

23.2 The ordinary hours of work for a part time Employee will be a specified number of hours, which are less than those prescribed for a full-time Employee. The specified number of hours may be balanced over a week, fortnight or by agreement four (4) weeks, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an Employee working on a "week-on", "week-off" basis in accordance with this subclause.

23.3 The ordinary hours of a Day Worker span between 6 am and 6 pm Monday to Friday.

23.4 Breaks Between Shifts

The normal break between shifts shall be ten (10) hours however by mutual agreement a minimum break of eight (8) hours between ordinary rostered shifts, other than broken shifts, on successive days can apply.

23.5 Days Off in a Roster Cycle

An Employee shall be entitled to not less than four (4) full days in each fortnight free from duty or two (2) full days in each week free from duty and such rostered days off shall where practical include from midnight to midnight and should provide one of the following combinations;

- (a) Two (2) periods comprising two (2) days each,
- (b) Three (3) consecutive days and one (1) stand alone day,
- (c) One (1) period of four (4) consecutive days
- (d) Provided that any one of these combinations may be amended by mutual agreement.

23.6 Minimum Hours per Shift

The minimum number of ordinary hours per shift for full time and part time Employees will be three (3) and for casual Employees will be two (2) except where the Employee is required to attend compulsory paid training required for accreditation, support contact or unannounced visits or for outbreak management purposes in which case the minimum number of hours will be one (1) per occasion.

23.7 Maximum Hours per Shift

- (a) The normal rostered shifts will be eight (8) hours; however by mutual agreement the maximum ordinary hours will be ten (10) hours for day shift and eleven (11) hours for night shift.
- (b) Where there is mutual agreement to extend the shift, only those hours worked beyond those specified in 23.7(a) will attract overtime and shall be paid as specified in Clause 29. The mutual agreement must be genuine.

23.8 Broken Shifts

With respect to broken shifts:

- (a) Broken shifts for the purpose of this clause means a shift worked by an Employee that includes breaks (other than a meal break) totalling not more than four (4) hours and where the span of hours is not more than twelve (12) hours.
- (b) A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clause 28 – Shift Penalties, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of twelve (12) hours for a broken shift will be paid at double time.
- (e) An Employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.

23.9 Right to Request Additional Hours for Part Time Employees

- (a) The guaranteed minimum number of hours of a part time Employee may be varied temporarily by agreement and recorded in writing. This must be additional hours only.
- (b) Such approved additional hours shall be paid at ordinary rate of pay only, unless an Employee works more than the maximum hours per shift or in excess of 76 hours in a fortnight, in which case overtime shall be payable.
- (c) The working of such additional hours must be by genuine mutual agreement.
- (d) If an Employee raises concerns over duress, such concerns will be dealt with in accordance with the Disputes Resolution Procedure.

23.10 Additional accrued days off (ADOs)

- (a) Any hours accrued as ADOs prior to the commencement of this Agreement will remain in an Employees leave balance until taken at a time mutually agreed between the Employee and the Employer or at the Employer's direction if they have not been taken within six (6) months.
- (b) A system of accrued time off may operate for full time Employees by agreement between the Employer and Employee(s) concerned:
 - (i) Full time Employees working in accordance with the ADO system will be required to work an average of 152 ordinary hours over 19 days in a four (4) week period with time off accruing toward one additional day off per four (4) week cycle.
 - (ii) Accrued time off shall be taken at a time or times agreed between the Employer and the Employee but within 12 months of accrual.
- (c) With the consent of the Employer, ADOs may be accumulated by an Employee to a maximum of five (5) days. Accrued ADOs, when taken, are paid at the ordinary rate of pay at the time the leave accrued. Accrued ADOs are taken on the basis of first accrued first taken.
- (d) A system of accrued time off does not apply to part time or casual Employees.

- (e) The Employer may schedule ADOs and display them on a roster. Scheduling decisions will generally be based on the needs of the workplace and having regard to Employee preferences.
- (f) The Employer may review the ADO system at any time and where it is found to be adversely affecting the operations of the business the Employer will consult with the affected Employee and after such consultation, may genuinely agree with the Employee as to the cessation of the ADO system. At the cessation of the ADO system, the Employee will be paid all ADOs accrued at that time. ADOs shall be paid at ordinary rate of pay at the time the leave accrued.

23.11 Cashing in and payment on termination

- (a) An Employee may at any time, by written agreement with the Employer, be paid for any or all of the ADOs standing to the Employees credit in lieu of taking the time off.
- (b) An Employee shall be paid for any untaken ADOs on termination of their employment at the ordinary rate of pay at the time the leave accrued.
- (c) Payment under this subclause shall be on an 'hour for hour' basis.

24. Rosters

- 24.1 Rostering is subject to the service delivery needs of each of the Employer's facilities based on many factors such as occupancy, care needs and complexities of resident and operational management. The Employer will attempt to post a fortnightly roster within fourteen (14) days, but will do so not less than seven (7) days prior to the commencement of each roster period.
- 24.2 In cases of emergency, or where another Employee is absent (eg. illness, injury or the like), changes may be made to the roster to enable the functions of the facility to be properly carried out. In such cases the Employer will endeavour to contact the proposed replacement Employee immediately after the necessity arises prior to making the roster change.
- 24.3 Where such alteration involves a permanent Employee being requested to work on a day which would have been his or her rostered day off, such Employee may elect to be paid at overtime rates provided in the case of a full time Employee the total hours worked in a fortnight are greater than 76.
- 24.4 Clause 24.3 shall not apply where the only change to the roster of a part time Employee is the mutually agreed addition of extra hours to be worked such that the part time Employee still has two (2) rostered days off in that week or four (4) rostered days off in that fortnight, as the case may be.
- 24.5 Where an Employee genuinely requests and the Employer agrees, changes may be made to the roster at any time, including but not limited to, working additional hours or shifts and shift swapping. Any additional hours requested by the Employee will be paid at their ordinary rate of pay unless an Employee works more than the maximum hours per shift or the maximum ordinary hours in Clause 23.1 and 23.7, in which case overtime shall be payable.
- 24.6 The Employer must provide two (2) weeks notice to all part time Employees of any reduction in regular working hours. Provided that, the number of hours provided by the Employer shall not fall below the minimum hours specified in the statement required under Clause 12.1.(b)
- 24.7 It is not obligatory for the Employer to display any roster for casual or relieving Employee.

- 24.8 If there is an issue arising individually or collectively regarding the roster the Employee/s shall first raise the issue with the Employer at the workplace level.

25. Breaks

25.1 Meal Breaks

- (a) Where an Employee is rostered to work a shift of greater than five (5) hours, the Employee will be entitled to an unpaid meal break of between 30 and 60 minutes duration. The Employer, acting reasonably, may require the timing of the meal break to be flexible to fit in with workflow and resident needs.
- (b) Where an Employee is required to remain on premises or be available during their meal break, and they are not in receipt of an in charge or on call allowance, the meal break shall be paid at ordinary time and be counted as time worked. Such paid meal breaks must be authorised by the shift supervisor.
- (c) Where the Employee is required by the Employer to remain on duty during a meal break, they will be paid at overtime rates until the break is taken.
- (d) Notwithstanding the provisions of subclause 25.1(a), an Employee required to work shifts in excess of ten (10) hours shall be entitled to at least 60-minutes of meal breaks. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the Employer and Employee.
- (e) An Employee who is required to work overtime for more than one (1) hour after their rostered finishing time, or in the case of shift workers when overtime work on any shift exceeds one (1) hour shall, at the option of the Employer, be supplied with a meal or shall be paid a meal allowance as set out in Table 1A Appendix 1.

25.2 Rest Pauses

- (a) Employees will be entitled to a rest pause of ten (10) minutes duration within each period of four (4) ordinary hours of work at a time to be agreed between the Employer and the Employee.
- (b) Where an Employee works a shift of greater than eight (8) hours, by mutual agreement the Employer and the Employee may decide to combine two rest pauses into one 20 minute rest pause.
- (c) Rest pauses will be counted as time worked.

26. Higher Grade Duties

- 26.1 An Aged Care Employee or Health Professional Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) The time so worked for two (2) hours or less; or
- (b) A full day or shift where the time so worked exceeds two (2) hours.

- 26.2 Where a Nursing Employee is required to perform higher duties above their appointed classification for a duration of two (2) working days or more, the Employee will be paid higher grade duties at the higher classification for all hours worked at the higher classification on that shift.

- 26.3 Higher grade duties must be authorised by the relevant authorised management representative.

27. Weekend Penalties

27.1 Saturday Penalty

All ordinary hours worked between midnight Friday and midnight Saturday will be paid at the rate of time and one half of the ordinary hourly rate of pay.

27.2 Sunday Penalty

All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the rate of time and three quarters of the ordinary hourly rate of pay.

- 27.3 Casual Employees do not receive the casual loading in addition to weekend penalties.

- 27.4 The weekend penalties are in substitution for and not cumulative upon any shift penalties.

28. Shift Penalties

28.1 Nursing Employees

- (a) Where an Aged Care Employee works a rostered afternoon shift between Monday and Friday, the Employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an Employee works a rostered night shift between Monday and Friday, the Employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an Employee commences their ordinary hours of work after 12.00 noon and completed those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
 - (i) Afternoon Shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
 - (ii) Night Shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

28.2 Aged Care Employees (Former Aged Care Award Employees)

- (a) Where a Employee works a rostered early morning shift between Monday and Friday, the Employee will be paid a loading of 10% of their ordinary rate of pay.
- (b) Where an Employee works a rostered early afternoon shift between Monday and Friday, the Employee will be paid a loading of 10% of their ordinary rate of pay.
- (c) Where an Employee works a rostered late afternoon shift between Monday and Friday, the Employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (d) Where an Employee works a rostered night shift between Monday and Friday, the Employee will be paid a loading of 15% of their ordinary rate of pay.
- (e) For the purposes of this clause:
 - (i) Early Morning Shift means any shift commencing at or after 4.00 am and before 5.30 am on the same day; and
 - (ii) Early Afternoon Shift means any shift commencing at or after 10.00 am and before 1.00 pm; and finishing after 6.00 pm on the same day; and

- (iii) Late Afternoon Shift means any shift commencing at or after 1.00 pm and before 4.00 pm, and finishing after 6.00 pm on the same day; and
- (iv) Night Shift means any shift commencing on or after 4.00 pm and finishing before 4.00 am on the following day.

28.2 Health Professional Employees

Where the ordinary hours of work of an Employee finish before 6:00pm and 8:00am or commence between 6:00pm and 6:00am, the Employee will be paid an additional loading of 15% of their ordinary rate of pay.

29. Overtime

- 29.1 Subject to this clause, overtime will occur where an Employee is required to work in excess of their prescribed ordinary hours in accordance with Clause 23, Hours of Work and Clause 24, Rosters.
- 29.2 Overtime will only be paid if, before starting overtime, the overtime has been approved by the authorised management representative. All overtime is calculated according to an Employees ordinary rate of pay.
- 29.3 Approved authorised overtime will be paid at the rate of time and one half for the first two (2) hours and double time thereafter with the exception of all overtime worked on Sundays which will be at the rate of double time and all overtime worked on Public Holidays will be at the rate of double time and a half.
- 29.4 With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving the Employer's place of work shall be paid a minimum of four (4) hours at the applicable overtime rate for each time so recalled.
- 29.5 An Employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work. Provided that where an Employee elects to use his or her, own vehicle the Employee shall be paid the per kilometre allowance set out in Table 1A of Appendix 1 to this Agreement.
- 29.6 For the purposes of assessing overtime, each day shall stand alone, provided that where any one (1) period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one (1) day.
- 29.7 Part time Employees
 - (a) All time worked by part time Employees in excess of 76 hours per fortnight will be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
 - (b) All time worked by part time Employees which exceeds the normal shift length for a full-time Employee each day, will be paid at the rate of time and a half for the first two (2) hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- 29.8 Casual Employees
 - (a) Overtime rates shall only be payable to a casual when they work in excess of 76 hours per fortnight depending on the pay period.

- (b) Payment of overtime to casual Employees shall be on the hourly rate (1/38^h) and be in lieu of the casual loading.
- 29.9 For the avoidance of doubt overtime rates are in substitution for and not cumulative upon any shift and/or weekend penalties.
- 29.10 Overtime rates do not apply to Registered nurse levels 4 and 5.

30. Calculation of Penalties

Where an Employee works hours which would entitle the Employee to payment of more than one of the penalties payable in accordance with Clause 27 -Weekend Penalties, Clause 28 - Shift Penalties, Clause 29 - Overtime, and Clause 36 - Public Holidays unless otherwise specified only the highest of any such penalty shall be payable.

31. Attendance at Meetings, Fire Drills and First Aid Training

31.1 Fire Drills

Any Employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g. fire drill and evacuation procedures) will 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.

31.2 Work Health and Safety Committee and/or Board of Management Meetings

Any Employee required to attend Work 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.

31.3 First Aid Training

Where an Employer directs an Employee to attend First Aid training the Employer will bear the cost of the training. If such training is held outside the ordinary hours of work, the Employee will be entitled to the ordinary rate overtime rates 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.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

32. Annual Leave

32.1 The National Employment Standards (NES)

- (a) Annual leave is governed by legislation, currently the NES.
- (b) Employees receive four (4) weeks annual leave per annum.
- (c) Shift workers as defined in Clause 4 Definitions will be entitled to an additional week of annual leave per annum in accordance with the NES.

32.2 Taking of Annual Leave

- (a) An Employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the Employee; and
 - (ii) the Employer has authorised the Employee to take the annual leave during that period.
- (b) In the taking of leave, the Employee shall make written application to the Employer, giving timely notice of the desired period of such leave. In ordinary circumstances, four (4) weeks notice is required to be given by an Employee to the Employer.
- (c) Annual leave shall be taken in an amount and at a time which is approved by the Employer subject to the operational requirements of the workplace. The Employer shall not unreasonably withhold or revoke such approval.
- (d) An Employee must take an amount of paid annual leave during a particular period if the Employer directs the Employee to take the period of leave in compliance with the Act. In addition the Employer can make a direction to take paid annual leave by providing at least eight (8) weeks notice, but only if it is reasonable for the Employer to make the direction in the circumstances.
- (e) Employees are strongly encouraged, and it is an aim of the parties, that at least 75% of leave accrued in a year is taken during that year.

32.3 Cashing Out of Annual Leave

An Employee may "cash out" an amount of annual leave credited to the Employee (in lieu of the amount of annual leave taken) subject to mutual agreement between Employer and the Employee and is also subject to the following:

- (a) on each occasion the Employee or the Employer wishes to cash out an amount of annual leave, it must be by separate written agreement; and
- (b) any annual leave that is "cashed out" will be paid so the Employee is paid the full amount that would have been payable had the Employee taken the leave forgone; and
- (c) to cash out annual leave an Employee must have a remaining balance of at least four (4) weeks (or the pro rata equivalent for part time Employees) annual leave after cashing out.

32.4 Annual Leave Loading

- (a) An Employee other than a shift worker will be entitled to annual leave loading of 17.5% for annual leave taken calculated on the Employees ordinary rate of pay.
- (b) Shift workers, in addition to their ordinary pay shall be paid the higher of:
 - (i) annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
 - (iii) Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of Clause 37 - Public Holidays.
- (c) No loading is payable:

- (i) where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an Employee continues until their next anniversary date, the loading then becomes payable; or
- (ii) in excess of 152 hours or four (4) weeks annual leave per year.

33. Long Service Leave

33.1 Relationship to the *Long Service Leave Act 1955 (NSW)*

An Employees entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles Employees to Long service Leave in excess of the Employees' entitlement to long service leave under the *Long Service Leave Act 1955 (NSW)*.

- 33.2 Employees will receive 8.66 weeks long service leave for the first ten (10) years of service. After the first ten (10) years of service Employees will then accrue 4.33 weeks long service leave per five (5) years of service. An additional week of long service leave will be provided at fifteen (15) years of completed service. At each completed five (5) years thereafter each Employee will be entitled to an additional two (2) weeks of long service leave. The additional entitlements do not accrue pro-rata on uncompleted periods of service.

Completed Years of Service	Number of Weeks Leave
Ten years	8.66
Ten – Fifteen years	4.33 + 1 week additional at 15 years service
Fifteen – Twenty years and each five years thereafter	4.33 + 2 weeks additional at 20 years service

- 33.3 Where a worker dies and any Long Service Leave to which the worker was entitled has not been taken, or accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the Employer shall, upon request by the worker's personal representative, pay to the worker's Estate in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.

34. Personal/Carer's Leave and Compassionate Leave

- (a) Employees are entitled to personal/carers leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).
- (b) Personal/carers and compassionate leave entitlements for casual Employees are as set out in the NES.

34.1 Entitlement to Paid Personal/Carer's Leave

- (a) For each year of service with the Employer, an Employee is entitled to ten (10) days of paid personal/carers leave.

- (b) An Employees entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employees ordinary hours of work, and accumulates from year to year.

34.2 Taking of Personal/Carer's Leave

An Employee may take paid personal/carer's leave:

- (a) where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employees immediate family, this includes same sex relationships) or a member of the Employees household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

34.3 Compassionate Leave

An Employee is entitled to two (2) days compassionate leave for each occasion (a permissible occasion) when a member of the Employees immediate family, or a member of the Employees household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

34.4 Taking Compassionate Leave

- (a) an Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) To spend time with the member of the Employees immediate family or household who has contracted or developed a personal illness, or sustained a personal injury.
 - (ii) After the death of the member or Employees immediate family or household.
- (b) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) A single continuous two (2) day period; or
 - (ii) Two (2) separate periods of one (1) day each
 - (iii) Any separate periods to which the Employee and his or her Employer agree.

34.5 Payment for Compassionate Leave (other than casual Employees)

If, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employees base rate of pay for the Employees ordinary hours of work in the period.

34.6 Notice and Evidence Requirements

- (a) To be entitled to leave under Clause 33 an Employee must give the Employer notice of the period, or expected period of the leave:

- (i) as soon as reasonably practicable (but at least as near as practicable to two (2) hours) before the time they are rostered to commence duty on their day of absence.
- (b) To be entitled to personal leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to carer's leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period to provide care or support to a member of the Employees immediate family or household because of personal illness, or injury, or an unexpected emergency; or
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion
- (d) To be entitled to compassionate leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the member.
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion

34.7 Payment of Paid Personal/Carer's Leave

- (a) If an Employee takes a period of paid personal/carers leave and meets the notice Requirements set out at Clause 34.6 the Employer must pay the Employee at the Employees base rate of pay for the Employees ordinary hours of work in the period.
- (b) In addition, an Employee may use accumulated personal/carers leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carers leave entitlement may be

used to make up the difference between the full normal pay and the workers compensation payment.

34.8 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an Employees continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an Employees continuity of service, but does not count as service.

35. Professional Development Leave

- 35.1 Full time Employees shall be entitled to two (2) days paid study/ examination/ conference/ professional development leave per annum for the purposes of attending courses/ conferences and/or undertaking or preparing for examinations in a course of nursing or aged care study relevant to the work they perform and conducted by a recognised institution. Part time Employees who regularly work at least four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.
- 35.2 Leave entitlements pursuant to this clause shall not accumulate from year to year.
- 35.3 Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee.
- 35.4 In order to fulfil the continuing professional development requirements of the Nursing and Midwifery Board of Australia, registered nurses and enrolled nurses will be provided access to training and reimbursement of reasonable and approved costs associated with the training. This training may involve any combination of the following and must be authorised by Management:
 - (a) Writing or reviewing nursing educational materials;
 - (b) Presenting at or attending workplace education sessions;
 - (c) Attendance or presentation at external conferences, lectures, seminars or professional meetings;
 - (d) Undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

36. Parental Leave

- 36.1 Parental leave is governed by legislation, currently the NES.
- 36.2 Permanent and eligible Employees entitled to parental leave under the NES and the Commonwealth Parental Paid Leave Scheme will also be entitled to an additional payment to top up their wage to their ordinary rate of pay for the first ten (10) weeks of parental leave. The top up payment amount will be determined by averaging the number of hours worked per week on average for the preceding twelve (12) months.
- 36.3 Request to return to work part time

Where an Employee wishes to make a request to return to work on a part time basis, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

37. Public Holidays

- 37.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 37.2 In determining whether an Employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in the Act. This Agreement expressly contemplates that the Employer will require work on public holidays and the parties acknowledge that the nature of the work performed by the Employee, the type of employment (for example, whether full-time, part time, casual or shift work) and the nature of the Employer's workplace or enterprise (including its operational requirements) will require work on public holidays.
- 37.3 An Employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, overtime and casual loading as follows:
- (a) Full time and part time Employees
Full-time and part time Employees will be paid on a public holiday at double time and a half of their ordinary rate of pay for all time worked.
 - (b) Casual Employees
Casual nursing Employees will be paid double time and a half calculated on the ordinary rate of pay for all time worked. Such payment is inclusive of and not in addition to the casual loading.
- 37.4 For the purposes of this Agreement, the following shall be deemed to be public holidays:
- (a) New Year's Day; Australia Day; Good Friday; ; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; ; Christmas Day; Boxing Day.
 - (b) any other day, or part-day declared or prescribed by, or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- 37.5 Permanent Employees shall be provided with an additional day of leave to be taken between Christmas and New Year at a time agreed with the Employer but otherwise at the Employer's direction. This leave is not cumulative. The Employer and Employee may agree for this day to be taken at some other time.

38. Ceremonial Leave

An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal and Torres Strait Islander ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of the Employer.

39. Community Service Leave


Community Service Leave is provided for in the NES.

40. No Further Claims

- (a) The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- (b) Subject to an Employer meeting its obligations to consult arising under this Agreement or contract of employment, it is not the intent of this provision to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.
- (c) The Employer and Employees bound by this Agreement acknowledge that the Australian Government has announced an Aged Care Reform Package *Living Longer Living Better*. It is further acknowledged that the *Living Longer Living Better* package provides for a Workforce Compact, the outcomes of which are proposed to commence in July 2013, and the impact on the Agreement.
- (d) As a result the parties will meet immediately after, and discuss the application and implementation of any improvements to the current wages and conditions.
- (e) The parties agree any grounds arising from the compact will not be in breach of the Agreement.

EXECUTION:

Signed for and on behalf of BCP Health and Aged Care Pty Ltd by its duly authorised officer:

Signed for the employer: 

Print Full Name: BRADY PETER SCANLON

Position: Executive Chairman.

Authority:

Signed by witness: 

Print Full Name: Rina Defina

Address: 31A Haldane Road
Niddrie Vic 3042

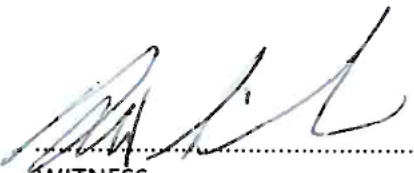
Date: 31 January 2013.

Signed for and on behalf of the Health Services Union NSW, as a bargaining representative, by its duly authorised officer:



.....

Tom Stevanja
Acting Industrial Manager
Health Services Union NSW Branch
Level2, 109 Pitt Street
SYDNEY NSW 2000



.....
WITNESS

D. Lipman J.P
(129311 NSW)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees, pursuant to a delegation, is in accordance with Rule 40 of the Rules of the Health Services Union.

Brett Holmes

Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

Branch Secretary
Australian Nursing Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Vicky Levett

Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

President
Australian Nursing Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as bargaining representative in accordance with the Fair Work Act 2009.

Appendix 1 – Rates of Pay

Rates of Pay – Nursing

NSW Nursing Classifications	Current Rate	First Instalment	Full 5% Increase Achieved	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved
		New Rate 14 October 2012	New Rate 14 April 2013	New Rate 14 October 2013	New Rate 14 April 2014	New Rate 14 October 2014	New Rate 14 April 2015
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Nursing Assistant							
First Year	\$17.54	\$17.98	\$18.42	\$18.70	\$18.98	\$19.26	\$19.54
Second Year	\$18.45	\$18.91	\$19.37	\$19.66	\$19.95	\$20.25	\$20.55
Third Year	\$18.92	\$19.39	\$19.86	\$20.16	\$20.46	\$20.77	\$21.08
Fourth Year and/or Thereafter	\$19.34	\$19.82	\$20.30	\$20.60	\$20.90	\$21.21	\$21.52
Thereafter and Cert III	\$19.45	\$19.94	\$20.43	\$20.74	\$21.05	\$21.37	\$21.69
Enrolled Nurse							
First Year	\$21.05	\$21.58	\$22.11	\$22.44	\$22.77	\$23.11	\$23.45
Second Year	\$21.43	\$21.97	\$22.51	\$22.85	\$23.19	\$23.54	\$23.89
Third Year	\$21.70	\$22.24	\$22.78	\$23.12	\$23.46	\$23.81	\$24.16
Fourth Year	\$22.10	\$22.65	\$23.20	\$23.55	\$23.90	\$24.26	\$24.62
Fifth Year and Thereafter	\$22.49	\$23.05	\$23.61	\$23.96	\$24.31	\$24.67	\$25.03
Endorsed Enrolled Nurse							
First Year	\$21.43	\$21.97	\$22.51	\$22.85	\$23.19	\$23.54	\$23.89
Second Year	\$21.70	\$22.24	\$22.78	\$23.12	\$23.46	\$23.81	\$24.16
Third Year	\$22.10	\$22.65	\$23.20	\$23.55	\$23.90	\$24.26	\$24.62
Fourth Year	\$22.49	\$23.05	\$23.61	\$23.96	\$24.31	\$24.67	\$25.03
Fifth Year and Thereafter	\$22.95	\$23.52	\$24.09	\$24.45	\$24.81	\$25.18	\$25.55
Registered Nurse							
Level 1	\$26.89	\$27.56	\$28.23	\$28.65	\$29.07	\$29.51	\$29.95
Level 2	\$28.15	\$28.85	\$29.55	\$29.99	\$30.43	\$30.89	\$31.35
Level 3	\$29.42	\$30.16	\$30.90	\$31.36	\$31.82	\$32.30	\$32.78
Level 4	\$30.86	\$31.63	\$32.40	\$32.89	\$33.38	\$33.88	\$34.38
Level 5	\$32.06	\$32.86	\$33.66	\$34.16	\$34.66	\$35.18	\$35.70
Clinical Nurse Specialist	\$33.33	\$34.16	\$34.99	\$35.51	\$36.03	\$36.57	\$37.11
Clinical Nurse Consultant	\$39.11	\$40.09	\$41.07	\$41.69	\$42.31	\$42.94	\$43.57
Clinical Nurse Educator	\$33.33	\$34.16	\$34.99	\$35.51	\$36.03	\$36.57	\$37.11
Nurse Educator							
First Year	\$35.41	\$36.30	\$37.19	\$37.75	\$38.31	\$38.88	\$39.45
Second Year	\$36.38	\$37.29	\$38.20	\$38.77	\$39.34	\$39.93	\$40.52
Third Year	\$37.23	\$38.16	\$39.09	\$39.68	\$40.27	\$40.87	\$41.47
Fourth Year	\$39.11	\$40.09	\$41.07	\$41.69	\$42.31	\$42.94	\$43.57

NSW Nursing Classifications	Current Rate	First Instalment	Full 5% Increase Achieved	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved
		New Rate 14 October 2012	New Rate 14 April 2013	New Rate 14 October 2013	New Rate 14 April 2014	New Rate 14 October 2014	New Rate 14 April 2015
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Senior Nurse Educator							
First Year	\$40.02	\$41.02	\$42.02	\$42.65	\$43.28	\$43.93	\$44.58
Second Year	\$40.81	\$41.83	\$42.85	\$43.49	\$44.13	\$44.79	\$45.45
Third Year	\$42.13	\$43.18	\$44.23	\$44.89	\$45.55	\$46.23	\$46.91
Deputy Facility Service Manager							
20-75 beds	\$38.01	\$38.96	\$39.91	\$40.51	\$41.11	\$41.73	\$42.35
75-100 beds	\$38.85	\$39.82	\$40.79	\$41.40	\$42.01	\$42.64	\$43.27
100-150 beds	\$39.66	\$40.65	\$41.64	\$42.26	\$42.88	\$43.52	\$44.16
Facility Service Manager							
25-50 beds	\$43.65	\$44.74	\$45.83	\$46.52	\$47.21	\$47.92	\$48.63
50-75 beds	\$44.56	\$45.67	\$46.78	\$47.48	\$48.18	\$48.90	\$49.62
75-100 beds	\$45.46	\$46.60	\$47.74	\$48.46	\$49.18	\$49.92	\$50.66
100-150 beds	\$46.74	\$47.91	\$49.08	\$49.82	\$50.56	\$51.32	\$52.08
150-200 beds	\$48.25	\$49.46	\$50.67	\$51.43	\$52.19	\$52.97	\$53.75
200-250 beds	\$49.76	\$51.00	\$52.24	\$53.02	\$53.80	\$54.61	\$55.42

Rates of Pay – Aged Care

Aged Care Classifications	Current Rate	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved
		New Rate 14 October 2012	New Rate 14 April 2013	New Rate 14 October 2013	New Rate 14 April 2014	New Rate 14 October 2014	New Rate 14 April 2015
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Level 1 - Entry Level							
Clerk Grade 1 - First Year	\$17.09	\$17.35	\$17.60	\$17.87	\$18.13	\$18.40	\$18.67
GSO Grade 1	\$17.09	\$17.45	\$17.71	\$17.97	\$18.24	\$18.51	\$18.79
Level 2							
Personal Care Assistant Grade 1	\$17.99	\$17.99	\$18.25	\$18.53	\$18.80	\$19.08	\$19.36
Clerk Grade 1 - First Year	\$17.40	\$17.66	\$17.92	\$18.19	\$18.46	\$18.74	\$19.01
Clerk Grade 2 - First Year	\$18.79	\$19.07	\$19.35	\$19.64	\$19.93	\$20.23	\$20.53
GSO Grade 1	\$17.55	\$17.81	\$18.08	\$18.35	\$18.62	\$18.90	\$19.18
GSO Grade 2	\$17.78	\$18.05	\$18.31	\$18.59	\$18.86	\$19.15	\$19.43
GSO Grade 3	\$17.79	\$18.06	\$18.32	\$18.60	\$18.87	\$19.16	\$19.44
Gardener Non Trade (Unqualified)	\$17.79	\$18.08	\$18.35	\$18.62	\$18.90	\$19.18	\$19.46
Motor Vehicle Driver under 3 Ton	\$17.79	\$18.31	\$18.58	\$18.86	\$19.14	\$19.43	\$19.71
Level 3							
Personal Care Assistant Grade 2	\$18.55	\$18.55	\$18.83	\$19.11	\$19.39	\$19.68	\$19.98
Clerk Grade 1 - Second Year	\$17.86	\$18.24	\$18.51	\$18.79	\$19.06	\$19.35	\$19.64
Clerk Grade 1 - Third Year	\$18.10	\$18.37	\$18.64	\$18.92	\$19.20	\$19.49	\$19.78
Clerk Grade 1 - Fourth Year	\$18.33	\$18.60	\$18.88	\$19.16	\$19.45	\$19.74	\$20.03
Clerk Grade 1 - Fifth Year and Thereafter	\$18.49	\$18.77	\$19.04	\$19.33	\$19.62	\$19.91	\$20.20
Clerk Grade 2 - Second Year	\$19.27	\$19.56	\$19.85	\$20.15	\$20.44	\$20.75	\$21.06
GSO Grade 4 - First Year	\$18.40	\$18.68	\$18.95	\$19.24	\$19.52	\$19.81	\$20.11
GSO Grade 4 - Second Year	\$18.57	\$18.85	\$19.13	\$19.41	\$19.70	\$20.00	\$20.29
GSO Grade 4 - Third Year	\$18.70	\$18.98	\$19.26	\$19.55	\$19.84	\$20.14	\$20.43
Recreational Activities Officer	\$18.49	\$19.09	\$19.37	\$19.66	\$19.95	\$20.25	\$20.55
Cook Grade B	\$18.41	\$18.69	\$18.96	\$19.25	\$19.53	\$19.82	\$20.12
Maintenance (Non Trades) Otherwise	\$20.17	\$20.47	\$20.78	\$21.09	\$21.40	\$21.72	\$22.04

Aged Care Classifications	Current Rate	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved
		New Rate 14 October 2012	New Rate 14 April 2013	New Rate 14 October 2013	New Rate 14 April 2014	New Rate 14 October 2014	New Rate 14 April 2015
	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Level 4							
Personal Care Assistant with Cert 3 Grade 3 and Thereafter	\$19.45	\$19.45	\$19.74	\$20.03	\$20.33	\$20.63	\$20.94
Clerk Grade 3 - First Year	\$19.66	\$19.95	\$20.25	\$20.55	\$20.86	\$21.17	\$21.48
Clerk Grade 3 - Second Year and Thereafter	\$19.96	\$20.32	\$20.62	\$20.93	\$21.24	\$21.56	\$21.88
Cook Grade A	\$18.70	\$18.98	\$19.26	\$19.55	\$19.84	\$20.14	\$20.43
Gardener Trade (Qualified)	\$18.47	\$18.75	\$19.02	\$19.31	\$19.59	\$19.89	\$20.18
Maintenance (Trades) Otherwise	\$21.10	\$21.42	\$21.73	\$22.06	\$22.39	\$22.72	\$23.06
Level 5							
Clerk Grade 4 - First Year	\$20.37	\$20.70	\$21.01	\$21.32	\$21.64	\$21.96	\$22.29
Clerk Grade 4 - Second Year	\$20.64	\$21.04	\$21.35	\$21.67	\$21.99	\$22.32	\$22.65
Chef - First Year	\$19.24	\$19.53	\$19.82	\$20.11	\$20.41	\$20.72	\$21.02
Chef - Second Year	\$19.34	\$19.63	\$19.92	\$20.22	\$20.52	\$20.83	\$21.13
Maintenance (Non Trades) In Charge	\$20.38	\$20.69	\$20.99	\$21.31	\$21.62	\$21.95	\$22.27
Level 6							
Maintenance (Trades) In Charge	\$22.01	\$22.45	\$22.78	\$23.12	\$23.47	\$23.82	\$24.17
Level 7							
Clerk Grade 5 - First Year	\$20.75	\$21.36	\$21.68	\$22.00	\$22.33	\$22.66	\$23.00
Clerk Grade 5 - Second Year	\$21.45	\$21.77	\$22.09	\$22.42	\$22.76	\$23.10	\$23.44

Rates of Pay – Health Professionals

Health Professionals Classifications	Description	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved
		New Rate 14 October 2012	New Rate 14 April 2013	New Rate 14 October 2013	New Rate 14 April 2014	New Rate 14 October 2014	New Rate 14 April 2015
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Level 1							
Pay point 1	Undergraduate entry / first year	\$18.42	\$18.69	\$18.97	\$19.25	\$19.54	\$19.82
Pay point 2	3 year degree entry / Second year	\$21.20	\$21.51	\$21.83	\$22.15	\$22.49	\$22.82
Pay point 3	4 year degree entry / Third Year	\$22.13	\$22.46	\$22.80	\$23.14	\$23.48	\$23.83
Pay point 4	Masters degree entry / Fourth Year	\$22.90	\$23.23	\$23.58	\$23.93	\$24.29	\$24.65
Pay point 5	PhD degree entry / Fifth Year	\$24.95	\$25.32	\$25.70	\$26.08	\$26.47	\$26.86
Pay Point 6	Sixth Year	\$24.95	\$25.32	\$25.70	\$26.08	\$26.47	\$26.86
Level 2							
Pay point 1	First Year	\$25.97	\$26.36	\$26.75	\$27.15	\$27.56	\$27.96
Pay point 2	Second Year	\$26.91	\$27.31	\$27.72	\$28.13	\$28.55	\$28.97
Pay point 3	Third Year	\$27.94	\$28.35	\$28.78	\$29.20	\$29.64	\$30.08
Pay point 4	Fourth Year & Thereafter	\$29.05	\$29.48	\$29.92	\$30.37	\$30.82	\$31.28
Level 3							
Pay point 1	First Year	\$30.31	\$30.76	\$31.22	\$31.68	\$32.16	\$32.64
Pay point 2	Second Year	\$31.08	\$31.54	\$32.01	\$32.48	\$32.97	\$33.46
Pay point 3	Third Year	\$31.84	\$32.31	\$32.79	\$33.28	\$33.78	\$34.28
Pay point 4	Fourth Year	\$33.25	\$33.74	\$34.24	\$34.75	\$35.27	\$35.79
Pay point 5	Fifth Year	\$34.48	\$34.99	\$35.51	\$36.04	\$36.58	\$37.12
Level 4							
Pay point 1	First Year	\$35.58	\$36.11	\$36.65	\$37.19	\$37.75	\$38.31
Pay point 2	Second Year	\$37.97	\$38.53	\$39.11	\$39.69	\$40.28	\$40.88
Pay point 3	Third Year	\$41.29	\$41.90	\$42.53	\$43.16	\$43.81	\$44.46
Pay point 4	Fourth Year	\$45.58	\$46.26	\$46.95	\$47.65	\$48.36	\$49.08

Table 1A – Allowances

NSW Allowances	Paid Per	Current Rate	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved	First Instalment	Full 3% Increase Achieved
			New Rate 14 October 2012	New Rate 14 April 2013	New Rate 14 October 2013	New Rate 14 April 2014	New Rate 14 October 2014	New Rate 14 April 2015
In Charge	Shift	\$20.29	\$20.59	\$20.90	\$21.21	\$21.53	\$21.85	\$22.17
In Charge > = 100 Beds	Shift	\$32.69	\$33.18	\$33.67	\$34.18	\$34.68	\$35.20	\$35.72
On call during meal break	Shift	\$9.79	\$9.94	\$10.08	\$10.23	\$10.39	\$10.54	\$10.70
Vehicle/ Travelling Allowance	Km	\$0.79	\$0.79	\$0.79	\$0.79	\$0.79	\$0.79	\$0.79
Continuing Education Allowance - RN- postgraduate certificate	Week	\$17.03	\$17.29	\$17.54	\$17.80	\$18.07	\$18.34	\$18.61
Continuing Education Allowance - RN- diploma or degree	Week	\$28.39	\$28.82	\$29.24	\$29.68	\$30.12	\$30.57	\$31.02
Continuing Education Allowance - RN- masters or doctorate	Week	\$34.06	\$34.57	\$35.08	\$35.61	\$36.13	\$36.68	\$37.22
Continuing Education Allowance - EN- certificate IV	Week	\$11.35	\$11.52	\$11.69	\$11.87	\$12.04	\$12.22	\$12.40
Broken Shift	Shift	\$7.50	\$7.61	\$7.73	\$7.84	\$7.96	\$8.08	\$8.20
Overtime < = 4 hours- Meal Allowance	Shift	\$10.71	\$10.87	\$11.03	\$11.20	\$11.36	\$11.53	\$11.70
Overtime > 4 Hours- Meal Allowance	Shift	\$9.64	\$9.78	\$9.93	\$10.08	\$10.23	\$10.38	\$10.53
Linen Handling - nauseous nature	Hour	\$0.21	\$0.21	\$0.22	\$0.22	\$0.22	\$0.23	\$0.23
Leading Hand Allowance - in charge 2- 5 Employees	Week	\$19.17	\$19.46	\$19.75	\$20.04	\$20.34	\$20.64	\$20.95
Leading Hand Allowance - in charge 6- 10 Employees	Week	\$26.89	\$27.29	\$27.70	\$28.11	\$28.53	\$28.96	\$29.38
Leading Hand Allowance - in charge 11- 15 Employees	Week	\$34.06	\$34.57	\$35.08	\$35.61	\$36.13	\$36.68	\$37.22
Leading Hand Allowance - in charge 16- 19 Employees	Week	\$41.67	\$42.30	\$42.92	\$43.56	\$44.21	\$44.87	\$45.53
Laundry Allowance (Nurses)	Hour	\$0.13	\$0.13	\$0.13	\$0.14	\$0.14	\$0.14	\$0.14
Laundry Allowance (Nurses)	Week	\$4.82	\$4.89	\$4.96	\$5.04	\$5.11	\$5.19	\$5.27
Laundry Allowance (Aged Care and Health Professional Employees)	Shift	\$0.34	\$0.35	\$0.35	\$0.36	\$0.36	\$0.37	\$0.37
Laundry Allowance (Aged Care and Health Professional Employees)	Week	\$1.60	\$1.62	\$1.65	\$1.67	\$1.70	\$1.72	\$1.75
Uniform Allowance (Nurses)	Hour	\$0.32	\$0.32	\$0.33	\$0.33	\$0.34	\$0.34	\$0.35
Uniform Allowance (Nurses)	Week	\$12.32	\$12.50	\$12.69	\$12.88	\$13.07	\$13.27	\$13.46
Uniform Allowance (Aged Care and Health Professional Employees)	Shift	\$1.32	\$1.34	\$1.36	\$1.38	\$1.40	\$1.42	\$1.44
Uniform Allowance (Aged Care and Health Professional Employees)	Week	\$6.68	\$6.78	\$6.88	\$6.98	\$7.09	\$7.19	\$7.30
Work of a dirty or offensive nature	Hour	\$0.41	\$0.42	\$0.42	\$0.43	\$0.43	\$0.44	\$0.45
Cert IV Duty Allowance	Hour	\$1.97	\$2.00	\$2.03	\$2.06	\$2.09	\$2.12	\$2.15

Appendix 2 – Nursing Classifications

Assistant in Nursing (AIN)

- (a) Assistant in Nursing is a Nursing Assistant, and means an Employee, other than one registered pursuant to the provisions of APRHA. An AIN may provide full range of personal care services according to care plan including Blood Sugar Levels (BSLs), blood pressure and temperature checks, simple wound dressings, and implementation of continence programs. An AIN will participate in achieving clinical outcomes under the direction of an RN, EN or EEN. An AIN may be required to use limited discretion, within acceptable scope of practice for the role, although the choice of actions will be reasonably clear.

Nursing care

- (a) giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- (b) carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- (c) assisting a registered nurse to carry out the work described in RN1.

Enrolled nurses

1. Enrolled Nurse Pay Point 1

- (a) An Employee will be appointed based on training and experience including:
 - i. having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - ii. having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
 - iii. having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (b) Skill Indicators
 - i. The Employee has limited or no practical experience of current situations; and
 - ii. The Employee exercises limited discretionary judgment, not yet developed by practical experience.

2. Enrolled Nurse Pay point 2

- (a) An Employee will be appointed to this pay point based on training and experience including:
 - i. having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
 - ii. not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - iii. the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(b) Skill indicators

- i. a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- ii. an ability to relate theoretical concepts to practice; and/or
- iii. requiring assistance in complex situations and in determining priorities.

3. Enrolled Nurse Pay Point 3

(a) An Employee will be appointed to this pay point based on training and experience including:

- i. not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- ii. the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(b) Skill indicators

- i. The Employee is required to demonstrate some of the following in the performance of their work:
- ii. an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- iii. observation and assessment skills to recognise and report deviations from stable conditions;
- iv. flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- v. communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

4. Enrolled Nurse Pay Point 4

(a) An Employee will be appointed to this pay point based on training and experience including:

- i. not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- ii. the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(b) Skill indicators

- i. The Employee is required to demonstrate some of the following in the performance of their work:
- ii. speed and flexibility in accurate decision making;
- iii. organisation of own workload and ability to set own priorities with minimal direct supervision;
- iv. observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- v. communication and interpersonal skills to meet psychosocial needs of individual/groups.

5. Enrolled Nurse Pay Point 5

(a) An Employee will be appointed to this pay point based on training and experience including:

- i. not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- ii. the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(b) Skill indicators

- i. The Employee is required to demonstrate some of the following in the performance of their work:

- ii. contributes information in assisting the RN with development of nursing strategies/improvements within the Employees own practice setting and/or nursing team, as necessary;
- iii. responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- iv. efficiency and sound judgment in identifying situations requiring assistance from an RN.

Endorsed Enrolled Nurse

- (a) Endorsed Enrolled Nurse means a person enrolled by the Board as such who is "authorised to administer medications" by the Board. Upon being "authorised to administer medications" by the Board, an Employee shall be classified as an EEN – Authorised.
- (b) Endorsed Enrolled Nurse has the same skill indicators as Enrolled Nurse in Clause 36.4(a) – (e).

Enrolled Nurse – Diploma Qualified

- (a) An Enrolled Nurse with a Diploma qualification.

Registered Nurses

1. Registered Nurse Level 1 (RN1)

- (a) An Employee at this level performs their duties:
 - i. according to their level of competence; and
 - ii. under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An Employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - i. delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - ii. coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - iii. providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - iv. providing support, direction and education to newer or less experienced Employee, including AIN's, EN's, and student EN's and student nurses;
 - v. accepting accountability for the Employees own standards of nursing care and service delivery; and
 - vi. participating in action research and policy development within the practice setting.

2. Registered Nurse Level 2 (RN2)

- (a) An Employee at this level may be an RN, CNS or CNE:
 - i. holds any other qualification required for working in the Employees particular practice setting; and
 - ii. is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.
 - iii. In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a nurse in a higher classification.
- (b) Duties of a Level 2 nurse will substantially include, but are not confined to:

- i. delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- ii. providing support, direction, orientation and education to RN1's, EN's, AIN's, student nurses and student EN's;
- iii. being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by a nurse in a higher classification.
- iv. acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- v. assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

3. Registered Nurse Level 3 (RN3)

(a) An Employee at this level:

- i. holds any other qualification required for working in the Employees particular practice setting; and
- ii. is appointed as such by a selection process or by reclassification from a lower level when that the Employee is required to perform the duties detailed in this subclause on a continuing basis.
- iii. An Employee at this level may also be known as a Clinical nurse consultant, Nurse Manager or Nurse Educator.
- iv. In addition to the duties of an RN2, an Employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

(b) Duties of a Clinical Nurse Consultant will substantially include, but are not confined to:

- i. providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- ii. staff and patient/client education;
- iii. staff selection, management, development and appraisal;
- iv. participating in policy development and implementation;
- v. acting as a consultant on request in the Employees own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- vi. delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- vii. coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- viii. coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(c) Duties of a Nurse Manager will substantially include, but are not confined to:

- i. providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- ii. staff selection and education;
- iii. allocation and rostering of staff;
- iv. occupational health;
- v. initiation and evaluation of research related to staff and resource management;
- vi. participating in policy development and implementation;
- vii. acting as a consultant on request in the Employees own area of proficiency (for the purpose of facilitating the provision of quality nursing care);

- viii. being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- ix. managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(d) Duties of a Nurse Educator will substantially include, but are not confined to:

- i. providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse Manager, particularly in the areas of action research;
- ii. implementation and evaluation of staff education and development programs;
- iii. staff selection;
- iv. implementation and evaluation of patient or client education programs;
- v. participating in policy development and implementation;
- vi. acting as a consultant on request in the Employees own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- vii. being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

4. Registered Nurse Level 4 (RN4)

(a) An Employee at this level:

- i. holds any other qualification required for working in the Employees particular practice setting; and
- ii. is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.
- iii. An Employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director of Nursing (management), or Assistant Director of Nursing (education).
- iv. Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(b) In addition to the duties of an RN3, an Employee at this level will perform the following duties:

(c) Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to

- i. providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the Employees area of responsibility;
- ii. provision of appropriate education programs, coordination and promotion of clinical research projects;
- iii. participating as a member of the nursing executive team;
- iv. contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- v. managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- vi. being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- vii. being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- viii. being accountable for clinical operational planning and decision making for a specified span of control; and

- ix. being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(d) Duties of an Assistant Director of Nursing (management) will substantially include, but are not confined to:

- i. providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the Employees area of responsibility;
- ii. coordination and promotion of nursing management research projects;
- iii. participating as a member of the nursing executive team;
- iv. contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- v. managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;
- vi. being accountable for the effective and efficient management of human and material resources within a specified span of control;
- vii. being accountable for the development and coordination of nursing management systems within a specified span of control; and
- viii. being accountable for the structural elements of quality assurance for a specified span of control.

(e) Duties of an Assistant Director of Nursing (education) will substantially include, but are not confined to:

- i. providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (clinical) and the Assistant Director of Nursing (management), particularly in the areas of selection of staff within the Employees area of responsibility;
- ii. coordination and promotion of nurse education research projects;
- iii. participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- iv. managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- v. being accountable for the standards and effective coordination of education programs for a specified population;
- vi. being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- vii. being accountable for the management of educational resources including their financial management and budgeting control; and
- viii. undertaking career counselling for nursing staff.

5. Registered Nurse Level5—(RN5)

(a) An Employee at this level:

- i. holds any other qualification required for working in the Employees particular practice setting; and
- ii. is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.
- iii. An Employee at this level may also be known as a Director of nursing.
- iv. Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(b) In addition to the duties of an RN4, an Employee at this level will perform the following duties:

- i. being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- ii. participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- iii. providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- iv. providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- v. managing the budget of the nursing division of the health unit;
- vi. ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- vii. complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Nurse Practitioner

- (a) is a registered nurse/midwife appointed to the role;
- (b) has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse Practitioners.
- (c) A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.
- (d) Role of a licensed Nurse Practitioner
 - i. The Nurse Practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
 - ii. The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.
- (e) Scope of practice
 - ii. the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and
 - iii. the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.
- (f) The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.
- (g) Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

Appendix 3 – Aged Care Classifications

Aged Care Definitions

"Chef" means an Employee appointed as such whose duties include supervision of staff, giving necessary instructions in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.

"Clerk- Grade 1" means an Employee who may be required to work under direct supervision, performing, for the most part, work of a routine and repetitive clerical nature which involves the application of clearly prescribed standard practices which require the exercise of limited discretion. Their duties may include: filing; sorting and matching documents; checking figures; handling mail.

"Clerk- Grade 2" means an Employee who works under general supervision performing general clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine. In addition to performing the duties of a Clerk Grade 1, their duties may include: receptionist/switchboard operation; typing; and word-processing and/or data entry and other basic computer operation.

"Clerk- Grade 3" means an Employee who in addition to performing the duties of a Clerk Grade 2 performs clerical duties which may include: stenography; ledger posting or similar accounting machine operating; and computer operating tasks of a more complex nature.

"Clerk- Grade 4" means an Employee who may work under limited supervision, performing clerical duties which regularly require the exercise of independent initiative and judgement and who has knowledge of office procedures and the Employer's business. In addition to performing the duties of a Clerk Grade 1, 2 or 3 their duties may include: bookkeeping; and the direct supervision of at least two other Employees in the clerical stream.

"Clerk- Grade 5" means an Employee who is fully competent in their work and exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of office procedures and the Employer's business. In addition to performing the duties of a Clerk Grade 1, 2, 3 and 4 their duties may include: liaison with external persons and organisations as required by the Employer in connection with the administration of the business and/or the requirement to accept responsibility for the work of a department or section.

Notation: The definition of Clerks Grades 1 to 5 shall have no application to a person employed in a managerial capacity, that is a person who is employed primarily to control the conduct of the Employer's business, either in whole or in part and who in the performance of their duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of the business and whose performance of clerical duties is merely ancillary to their managerial employment.

"Cook-Grade A" means an Employee who performs cooking and related duties in respect of a facility with an adjusted daily average of 50 or more occupied beds at the preceding 30 June.

"Cook-Grade B" means an Employee employed as a cook, other than a Chef, Cook - Grade A, or Assistant cook.

"Diversional Therapist" shall mean a person who provides, facilitates and coordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

"Gardener (Qualified)" means an Employee appointed as such and who holds a recognised certificate in gardening and horticulture and has four years' gardening experience.

"Gardener (Unqualified)" means an Employee who is engaged in horticulture, gardening, green-keeping, floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like and shall include the driving and/or operation of motorised tractor-hauled or mechanical equipment.

"General Services Officer- Grade 1" means an Employee who performs any or all of the following duties: general cleaning duties; household chore type duties; laundry duties using domestic machinery; and seamstress duties.

"General Services Officer- Grade 2" means an Employee who performs any or all of the following duties: all cleaning associated with pots, pans, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering of patients or residents and/or heavy equipment; operation of industrial washing machines; loading and unloading of commercial type washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (e-g. eggs, toast, salads etc); the making of unoccupied beds; cleaning garbage bins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties, under supervision; mowing lawns; and may in addition perform the duties of a General Services Officer - Grade 1.

"General Services Officer- Grade 3" means an Employee who in addition to the duties contained within Grade 2 performs handyperson/storesperson duties or the duties of an assistant cook.

"General Services Officer -Grade 4" means an Employee who in addition to the duties contained within Grade 3 is wholly or substantially engaged in assisting a therapist, diversional therapist, recreation activities officer, dietician or hostel supervisor with routine professional, recreational activity and personal care services.

"Maintenance" means an Employee who carries out repairs of a minor nature. Where tradesmen are not employed and the handyperson is required to perform the work of a tradesman in an emergency.

"Head Gardener (Qualified)" means an Employee appointed as such who is the holder of a certificate in gardening and horticulture with four years' gardening experience and is in charge of at least three other Employees, one of whom is a Gardener.

"Maintenance Supervisor" means an Employee who has overall responsibility for maintenance at the place of employment, who may be required to supervise other maintenance staff and who may hold trade qualifications.

"Personal Care Assistant- Grade 1" means an Employee who is required to provide personal care to residents. In addition to domestic duties, they may be required to provide assistance to such residents within a limited range of duties.

"Personal Care Assistant- Grade 2" means an Employee who in addition to performing the duties of Personal Care Assistant Grade 1, may be required to provide assistance to such residents which may include the following duties: supervising daily hygiene; assisting with bathing or showering; laying out clothes and assisting with dressing; shaving; shampooing; cutting nails; bed-making; assisting with meals; and cleaning wardrobes.

"Personal Care Assistant- Grade 3" means an Employee who in addition to performing the duties of personal care assistant Grade 2, holds a Certificate III in Aged care.

"Recreational Activities Officer" means an Employee other than a Diversional Therapist who is responsible for diversional activities of residents.

Aged Care Classifications

Aged Care Employee - Level 1 (Entry Level)

An Employee who has less than three months work experience in the industry and performs basic duties:

- 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; and
- Requires no previous experience or training.

Aged Care Employee - Level 2

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; and
- Requires specific on-the-job training and/or relevant skills training or experience.

Aged Care Employee - Level 3

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); and
- In the case of an admin/clerical Employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Aged Care Employee - Level 4

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; and
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Aged Care Employee - Level 5

An Employee at this level:

- Is capable of functioning semi-autonomously, and prioritising their 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; may assist with supervision of others;
- Requires a comprehensive knowledge of medical terminology (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; and
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Aged Care Employee - Level 6

An Employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising their 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; and
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Aged Care Employee - Level 7

An Employee at this level:

- Is capable of functioning autonomously, and prioritising their 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; and
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Appendix 4 – Health Professional Classifications

A Health Professional includes positions such as Physiotherapist and Diversional Therapist.

Health Professional - level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the Employer. It is also the level for the early stages of the career of a health professional.

Health Professional - level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research. At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Health Professional - level 3

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An Employee at this level:

- Works in an area that requires high levels of specialist knowledge and skill as recognised by the Employer;
- Is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- May be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- Is performing across a number of recognised specialties within a discipline;
- May be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- May be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- Is responsible for providing support for the efficient, cost effective and timely delivery of services.

Health Professional - level 4

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An Employee at this level:

- Has a proven record of achievement at a senior level;
- Has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- May be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- Supervises staff where required; and
- Is expected to develop, implement and deliver strategic business plans which increase levels the levels of care to customers within a budget framework.

Health Professionals – Progression

Progression through Level 1

Employees will enter at the relevant pay point based on service and experience. For the purpose of yearly progression, an Employee must complete 1976 hours of work, or in the case of a part time or casual Employee, 1824 hours, until they reach pay point 6.

Progression through Levels 2 - 4

For the purpose of yearly progression for all classifications for which there is more than one pay point, an Employee must complete 1976 hours of work, or in the case of a part time or casual Employee, 1824 hours.

Appendix 5 – Service Name and Addresses

RACF	Address	Entity	ABN
Anita Villa Care Facility	2 Penault Ave, Katoomba 2780	BCP Health and Aged Care Pty Limited	35 123 031 541
Austral House Nursing Home	4 Austral Ave, North Manly NSW 2100	BCP Health and Aged Care Pty Limited	35 123 031 541
Belvedere Aged Care Facility	9 Pacific Highway, Wahroonga, NSW 2076	BCP Health and Aged Care Pty Limited	35 123 031 541
Glen Lyn Nursing Home	54 Northumberland Rd, Auburn NSW 2144	BCP Health and Aged Care Pty Limited	35 123 031 541
Netherby Aged Care Facility	17 Pacific Highway, Wahroonga NSW 2076	BCP Health and Aged Care Pty Limited	35 123 031 541
Oceanview Nursing Home	2 Jenkins St, Mona Vale NSW 2103	BCP Health and Aged Care Pty Limited	35 123 031 541
Palm Grove Nursing Home	71A Mcintosh Rd, Narraweena NSW 2099	BCP Health and Aged Care Pty Limited	35 123 031 541
Wallgrove Aged Care Facility	29 Yerrick Rd, Lakemba NSW 2195	BCP Health and Aged Care Pty Limited	35 123 031 541

BCP Health and Aged Care Pty Ltd

ABN: 35 123 031 541

1 March 2013

Commissioner Gooley
Commission
Melbourne VIC 3000

Fair Work
11 Exhibition Street

By email chambers.gooley.c@fwc.gov.au

Dear Commissioner Gooley

BCP Health and Aged Care, NSWNA & HSU NSW Branch Enterprise Agreement 2012: FWC matter number: AG2013/4849

We refer to your email dated 15 February 2013.

BCP Health and Aged Care Pty Limited (**BCP Health**) applied to the Fair Work Commission (**FWC**) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**Act**) for approval of an enterprise agreement to be known as the *BCP Health and Aged Care, NSWNA & HSU Branch Enterprise Agreement 2012* (**Agreement**). The application for approval is FWC matter number AG2013/4849.

Pursuant to s.190 of the Act, BCP Health hereby undertakes to Fair Work Australia that:

1. Notwithstanding the provisions of clause 5 of the Agreement, the Agreement will cover all employees of BCP Health who are employed in New South Wales. The Agreement does not cover:
 - (a) employees engaged in the following roles, or equivalent roles: Facility Services Manager, Deputy Facility Services Manager, State Manager, General Quality Assurance Manager, Facility Manager, Residential Services Manager; and
 - (b) any State or National Office employee.
2. Notwithstanding the provisions of clause 12.3 of the Agreement, before any part time employee commences employment, BCP Health and the employee will agree in writing the guaranteed minimum number of hours (**Guaranteed Hours**) to be worked and the rostering arrangements which will apply to the Guaranteed Hours.
3. Notwithstanding the provisions of clause 25.1(b), where any employees is required to remain available during their meal break or is on duty during their meal break, the employee will be paid overtime until the break is taken or the shift ends (whichever occurs first).
4. Notwithstanding clause 23.6 of the Agreement, if a casual employee is required to attend compulsory paid training required for accreditation, support contact or unannounced visits or for outbreak management purposes, the employee will be paid a minimum engagement of 2 hours.

BCP Health and Aged Care Pty Ltd

ABN: 35 123 031 541

BCP Health will ensure a copy of this undertaking is made available to all employees covered by the Agreement and will attach it to any copy of the Agreement provided to employees or made available in the workplace.

Date: 1 March 2013

Signed: 

Name: NEAL HUNTER

Work Address: 2017, Suite 1, 1-5 RAILWAY ST, CHATSWOOD

Position/Capacity: GROUP HR MANAGER.

(A person duly authorised to give this undertaking on behalf of BCP Health and Aged Care Pty Limited)

BCP Health and Aged Care Pty Ltd

ABN: 35 123 031 541

18 March 2013

Commissioner Gooley
Fair Work Commission
11 Exhibition Street
Melbourne VIC 3000

By email chambers.gooley.c@fwc.gov.au

Dear Commissioner Gooley

BCP Health and Aged Care, NSWNA & HSU NSW Branch Enterprise Agreement 2012: FWC matter number: AG2013/4849

We refer to proceedings before your Honour on 6 March 2013 and the undertaking of BCP Health and Aged Care Pty Limited (**BCP Health**) dated 1 March 2013.

BCP Health applied to the Fair Work Commission (FWC) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act) for approval of an enterprise agreement to be known as the *BCP Health and Aged Care, NSWNA & HSU Branch Enterprise Agreement 2012* (Agreement). The application for approval is FWC matter number AG2013/4849.

Pursuant to s.190 of the Act, BCP Health hereby undertakes to Fair Work Australia that:

1. It will pay Health Professionals employees classified as a Health Professional employee – Level 1 – Pay point 1, no less than the applicable rate specified at clause 15.2 of the *Health Professionals and Support Services Award 2010*.

BCP Health will ensure a copy of this undertaking is made available to all employees covered by the Agreement and will attach it to any copy of the Agreement provided to employees or made available in the workplace.

Date: 18/3/2013

Signed: 

Name: NEAL HUNTER

Work Address: Lvl 7, Suite 1, North Tower, 1-5 Railway St, Chatswood

Position/Capacity: Group HR Mgr

(A person duly authorised to give this undertaking on behalf of BCP Health and Aged Care Pty Limited)