



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Bupa Aged Care Australia Pty Ltd
(AG2020/2994)

**BUPA AGED CARE AUSTRALIA, NSWNMA, ANMF (NSW BRANCH)
AND HSU NSW BRANCH, NEW SOUTH WALES ENTERPRISE
AGREEMENT 2018**

Aged care industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 22 OCTOBER 2020

Application for variation of the BUPA Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018.

[1] An application has been made for approval of a variation to the *BUPA Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018* (the Agreement). The application was made by Bupa Aged Care Australia Pty Ltd pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval of a variation have been met.

[4] The Applicant provided written undertakings to meet concerns that particular requirements of ss.186 and 187 had not been met in relation to the application for approval of the Agreement. The undertakings were accepted and the Agreement was approved on 8 January 2019. Those undertakings form part of the Agreement as varied.

[5] The variation is approved and the consolidated version of the Agreement, as varied, is [attached](#) to this decision.

[6] In accordance with s.216 of the Act, the variation operates from 22 October 2020.



DEPUTY PRESIDENT

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**VARIATION TO THE
Bupa Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch,
New South Wales Enterprise Agreement 2018**

The parties to the *Bupa Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018 (Agreement)* agree to vary the Agreement as follows:

1. Clause 3 (Commencement and Duration)

Replace '2020' with '2021' so that the clause will now read:

This Agreement will take effect 7 days from the date on which the Fair Work Commission approves it and will nominally expire on 31 December 2021.

2. Clause 10.4(f) (Casual Employment)

Replace the word 'two' with 'three', so that the clause will now read:

A casual employee will be paid a minimum of three hours pay for each engagement.

3. Clause 15 (Wage Increases)

Insert '1 July 2021' and '3%' so that the clause will now read:

The hourly rates of pay set out in Schedule A: Table 1 shall increase during the life of this Agreement as follows:

<u>First full pay period commencing on or after</u>	<u>Wage increase</u>
1 July 2018	3.2%
1 July 2019	3.1%
1 July 2020	3.0%
1 July 2021	3.0%

4. Clause 16(1)(a) (Annual Adjustment of Allowances)

Insert the words 'for Sydney' between 'figure' and 'most', omit the word 'and' between '2019' and '1 July', and insert the words 'and 1 July 2021', so that the clause will now read:

At the time of any adjustment to wages rates in this Agreement, each expense related allowance payable under this Agreement will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure for Sydney most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The applicable index figures are those which are published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price index (Cat No. 6401.1) as follows:

Allowance	Applicable CPI Figure
Meal allowances	Take-away and fast foods sub-group
Clothing and Equipment allowances	Clothing & Footwear group

<i>Tool allowance</i>	<i>Tool and equipment for house and garden component of the household appliances, utensils and tools sub-group</i>
<i>Travelling, transport and fares</i>	<i>Private motoring sub-group</i>

For the avoidance of doubt, the allowances listed above will be adjusted with effect from the first full pay period on or after 1 July 2018, 1 July 2019, 1 July 2020 and 1 July 2021. Updated allowance rates will be published each year in a memo and provided to employees and unions.

5. Clause 16.5(b) On call Allowance

Omit clause 16.5(b), and replace it with the following:

b) On call allowance

An employee required by Bupa to be on call will receive the following additional amounts for each 24-hour period or part thereof:

- i. when the on call period is between Monday and Friday inclusive - \$20.30 per 24-hour period;*
- ii. when the on call period is on Saturday - \$32.30*
- iii. when the on call period is on a Sunday or public holiday - \$40.50 per 24-hour period.*

These allowances will be adjusted annually in line with Schedule A: Table 2.

6. Clause 26 (Saturday and Sunday Work – aged care and nursing employees)

Omit clause 26, and replace it with the following:

26. Saturday and Sunday work – aged care and nursing employees

- a) Nursing and aged care employees (excluding casual aged care employees) whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.*
- b) Casual aged care employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and three quarters, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time.*
- c) The extra rates at subclause (a) and (b) will be in substitution for and not cumulative upon:*
 - i. the shift premiums prescribed in clause 29 of this Agreement; and*

- ii. *the casual loading for aged care staff as specified in clause 10.4(b) of this Agreement.*
- d) A casual Registered Nurse employee will be paid a loading of 8.3% of the base hourly rate in addition to the weekend penalties specified in clause 26(a) of this Agreement for work performed on weekends.
- e) A casual Enrolled Nurse or a casual Assistant in Nursing employee will be paid Saturday or Sunday allowances as per clause 26(a) calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the weekend penalty rate of pay.

7. Clause 29.1 (Overtime penalty rates)

Omit subclause 29.1(a), and insert:

- a) *Hours worked by any employee at the request of Bupa, including casual employees, in excess of the rostered daily ordinary hours of work (see clause 19) are to be paid as follows:*
 - i. *Monday to Friday - time and a half for the first two hours and double time thereafter;*
 - ii. *Saturday:*
 - a. *aged care employees – double time; and,*
 - b. *health professional employees and nursing employees - time and a half for the first two hours and double time thereafter.*
 - iii. *Sunday- double time; and*
 - iv. *Public holidays-double time and a half.*

8. Clause 29.2 (Time off Instead of payment for overtime)

Insert a new subclause 29.2(d):

- d) *If the employee requests at any time to be paid for the overtime instead of taking time off, Bupa will provide payment in the next pay period following the request at the overtime rate applicable to when the overtime was worked.*

9. Clause 31.1(a) (Higher Duties)

Insert the words “*Non-nursing employees will be entitled to the applicable higher rate for a minimum of two hours*” after ‘*classification.*’, so that the subclause will now read:

- a) *An employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will, subject to clause 31.1(b) below, be paid at the higher classification rate for the period of work at the higher classification. Non-nursing employees will be entitled to the applicable higher rate for a minimum of two hours.*

10. Clause 31.1(b) (Higher Duties)

Omit the word 'an' between 'when' and 'employee' and insert 'nursing', so that the clause will now read:

- b) Clause 31.1(a) does not apply when a nursing employee is relieving a day worker who is absent from duty for three consecutive working days or less which have been rostered in advance. In this case, an employee relieving at the higher level will be paid for all time in excess of three days worked at the higher level.*

11. Clause 33.2(b) (Payment for work done on public holidays)

Insert the word 'nursing' between 'casual' and 'employee', so that the subclause will now read:

- b) A casual nursing employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances and the casual loading which would otherwise be payable had the day not been a public holiday.*

12. Clause 33.2 (Payment for work done on public holidays)

Insert a new subclause 33.2(c) which reads:

- c) A casual aged care employee who works on a public holiday shall be paid for the time actually worked at the rate of 275%, such payment being in lieu of weekend or shift allowances and the casual loading which would otherwise be payable had the day not been a public holiday.*

13. Clause 35.2 (family and Domestic Violence Leave)

Replace subclause 35.2(d) with the following:

- d) Leave*
 - i. Employees experiencing family and domestic violence and who need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements, are entitled to five days of unpaid family and domestic violence leave per year. This leave does not accumulate from year to year and is available at the start of each 12-month period of the employee's employment.*
 - ii. In addition to the above, employees may use their accrued personal/ carer's leave to deal with family and domestic violence matters, subject to clause 35.5(c) and clause 35.6.*
 - iii. Where leave entitlements in clause 35.1 above are exhausted Bupa shall permit access to accrued Annual Leave and/or unpaid personal leave for the purposes of clause 35.2(d) above.*
 - iv. In addition to clause 35.2(d)(i) above, Casual employees will be granted unpaid personal leave.*

14. Schedule A – Wage Rates & Allowances (Registered Nurses)

Omit the table (Table 1: Wage Rates – Registered Nurses), and insert:

Classification		1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	Level	3.2%	3.1%	3.0%	3.0%
Level 1	Year 1	\$29.86	\$30.79	\$31.71	\$32.66
	Year 2	\$31.31	\$32.29	\$33.25	\$34.25
	Year 3	\$32.87	\$33.89	\$34.91	\$35.96
	Year 4	\$34.42	\$35.49	\$36.55	\$37.65
	Year 5	\$35.96	\$37.07	\$38.18	\$39.33
	Year 6	\$37.73	\$38.90	\$40.06	\$41.26
	Year 7	\$39.19	\$40.41	\$41.62	\$42.87
Level 2 (clinical nurse specialist)	Year 1	\$40.74	\$42.00	\$43.26	\$44.56
Level 3 (nurse educator)	Year 1	\$43.29	\$44.63	\$45.97	\$47.35
	Year 2	\$44.47	\$45.85	\$47.22	\$48.64
	Year 3	\$45.52	\$46.93	\$48.34	\$49.79
	Year 4	\$47.81	\$49.29	\$50.77	\$52.29
					\$0.00
Nurse Practitioner / Clinical Nurse Consultant		\$47.94	\$49.43	\$50.91	\$52.44

15. Schedule A – Wage Rates & Allowances (Enrolled Nurses)

Omit the table (Table 1: Wage Rates – Enrolled Nurses), and insert:

Classification		1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	Level	3.2%	3.1%	3.0%	3.0%
Enrolled Nurse (with notation)	Pay point 1	\$25.45	\$26.24	\$27.02	\$27.83
	Pay point 2	\$25.94	\$26.75	\$27.55	\$28.38
	Pay point 3	\$26.28	\$27.10	\$27.91	\$28.75
	Pay point 4	\$26.80	\$27.63	\$28.46	\$29.31
	Pay point 5	\$27.34	\$28.18	\$29.03	\$29.90
					\$0.00
Enrolled Nurse	Pay point 1	\$28.41	\$29.29	\$30.17	\$31.08
	Pay point 2	\$28.69	\$29.58	\$30.47	\$31.38
	Pay point 3	\$28.98	\$29.87	\$30.77	\$31.69
	Pay point 4	\$29.52	\$30.44	\$31.35	\$32.29

16. Schedule A – Wage Rates & Allowances (Assistants in Nursing)

Omit the table (Table 1: Wage Rates – Assistants in Nursing), and insert:

Classification		1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	Level	3.2%	3.1%	3.0%	3.0%
Assistant in Nursing	Year 1	\$21.24	\$21.90	\$22.56	\$23.24
	Year 2	\$21.86	\$22.53	\$23.21	\$23.91
	Year 3	\$22.47	\$23.17	\$23.86	\$24.58
	Year 4	\$23.11	\$23.82	\$24.54	\$25.28
Assistant in Nursing Cert 3	Pay point 1	\$23.14	\$23.86	\$24.58	\$25.32
	Pay point 2	\$23.32	\$24.04	\$24.76	\$25.50
	Pay point 3	\$23.50	\$24.23	\$24.95	\$25.70
Assistant in Nursing Team Leader		\$25.45	\$26.24	\$27.02	\$27.83

17. Schedule A – Wage Rates & Allowances (Aged Care Employees)

Omit the table (Table 1: Wage Rates – Aged Care Employees), and insert:

Classification	Job / NAPSA Class	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
		3.2%	3.1%	3.0%	3.0%
Aged Care Level 1	General Services Officer Grade 1 Adult (laundry hand)	\$20.55	\$21.19	\$21.82	\$22.47
Aged Care Level 2	Clerk Grade 1 1st Year	\$21.30	\$21.96	\$22.62	\$23.30
	General Services Officer Grade 1 Adult (laundry hand)	\$21.34	\$22.00	\$22.66	\$23.34
	General Services Officer Grade 2 (cleaner, assistant gardener, food services assistant)	\$21.34	\$22.00	\$22.66	\$23.34
	General Services Officer Grade 2 Adult (Assistant cook, handyperson / maintenance unqualified)	\$21.39	\$22.05	\$22.72	\$23.40
	Building Officer	\$21.41	\$22.08	\$22.74	\$23.42
	Personal Care Assistant Grade 1	\$21.34	\$22.00	\$22.66	\$23.34
Aged Care Level 3	Clerk Grade 1 2nd Year	\$22.07	\$22.76	\$23.44	\$24.14
	Clerk Grade 1 3rd Year	\$22.14	\$22.83	\$23.51	\$24.22
	Clerk Grade 1 4th Year	\$22.21	\$22.90	\$23.59	\$24.30
	Clerk Grade 1 5th Year	\$22.24	\$22.93	\$23.62	\$24.33
	Clerk Grade 2 1st Year Receptionist	\$22.47	\$23.17	\$23.87	\$24.59
	Clerk Grade 2 2nd Year Receptionist	\$22.89	\$23.60	\$24.31	\$25.04
	Personal Care Assistant Grade 2	\$22.09	\$22.78	\$23.46	\$24.16
	Cook Grade B	\$22.23	\$22.92	\$23.61	\$24.32
	Motor Vehicle Driver (<3 ton / First aid Cert)	\$22.21	\$22.90	\$23.59	\$24.30
	Recreation Activities Officer - 1st Year	\$22.24	\$22.93	\$23.62	\$24.33

	Recreation Activities Officer - 2nd Year	\$22.24	\$22.93	\$23.62	\$24.33
	Recreation Activities Officer - 3rd Year	\$22.44	\$23.14	\$23.83	\$24.54
Aged Care Level 4	Clerk Grade 3 1st Year	\$23.43	\$24.15	\$24.88	\$25.63
	Clerk Grade 3 2nd Year	\$23.89	\$24.63	\$25.37	\$26.13
	Clerk Grade 4 (non-supervisory) 1st Year	\$24.34	\$25.09	\$25.84	\$26.62
	Clerk Grade 4 (non-supervisory) 2nd Year	\$24.74	\$25.50	\$26.27	\$27.06
	General Services Grade 4 1st Year	\$22.43	\$23.13	\$23.82	\$24.53
	General Services Grade 4 2nd Year	\$22.48	\$23.18	\$23.88	\$24.60
	General Services Grade 4 3rd Year	\$22.51	\$23.21	\$23.91	\$24.63
	Personal Care Assistant Grade 3	\$22.30	\$22.99	\$23.68	\$24.39
	Cook Grade A	\$22.51	\$23.21	\$23.91	\$24.63
Aged Care Level 5	Chef 1st Year	\$23.24	\$23.96	\$24.67	\$25.41
	Chef 2nd Year	\$23.28	\$24.00	\$24.72	\$25.46
	Maintenance Supervisor (non-trade)(not in charge)	\$23.90	\$24.64	\$25.38	\$26.14
	Physio Aide	\$22.80	\$23.51	\$24.22	\$24.95
Aged Care Level 6	Maintenance Supervisor (non-trade)(in charge)	\$25.12	\$25.90	\$26.67	\$27.47
	Maintenance Supervisor (trade)(not in charge)	\$25.12	\$25.90	\$26.67	\$27.47
Aged Care Level 7	Clerk Grade 5 1st Year	\$25.11	\$25.89	\$26.66	\$27.46
	Clerk Grade 5 2nd Year	\$25.53	\$26.32	\$27.11	\$27.92
	Chef (Food Services Supervisor) / Catering Officer 1st Year	\$24.89	\$25.66	\$26.43	\$27.22
	Chef (Food Services Supervisor) / Catering Officer 2nd Year	\$24.94	\$25.71	\$26.48	\$27.27

	Maintenance Supervisor (trades)(In charge)	\$26.40	\$27.22	\$28.04	\$28.88
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18. Schedule A – Wage Rates & Allowances (Health Professional Employees)

Omit the table (Table 1: Wage Rates – Health Professional Employees), and insert:

	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	3.2%	3.1%	3%	3.0%
Health Professional Employee level 2 – Pay Point 1	\$30.24	\$31.18	\$32.11	\$33.07
Health Professional Employee level 2 – Pay Point 2	\$30.50	\$31.45	\$32.39	\$33.36
Health Professional Employee level 2 – Pay Point 3	\$31.65	\$32.63	\$33.61	\$34.62
Health Professional Employee level 2 – Pay Point 4	\$32.91	\$33.93	\$34.95	\$36.00

19. Schedule A – Allowances (Nursing Employees)

Omit the table (Table 2: Allowances – Nursing Employees), and insert:

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
In Charge Allowance (RN level 1 only) less than 100 beds	\$24.61	\$25.38	\$26.14	\$26.92
In Charge Allowance (RN level 1 only) more than 100 beds	\$39.66	\$40.89	\$42.12	\$43.38
In Charge Allowance (RN level 1 only) – shift in a ward	\$24.61	\$25.38	\$26.14	\$26.92
On Call Allowance – Monday to Friday	\$25.67	\$26.46	\$27.26	\$28.08
On Call Allowance – Saturday	\$38.68	\$39.88	\$41.08	\$42.31
On Call Allowance – Sunday, public holiday, non-rostered day	\$45.12	\$46.52	\$47.91	\$49.35
On Call during scheduled meal break	\$11.87	\$12.24	\$12.61	\$12.99
Clothing & Equipment – Uniform Allowance, hourly rate	\$0.32	<i>Will be increased in line with the relevant CPI adjustment factor</i>		
Clothing & Equipment – Uniform Allowance, weekly rate	\$12.16			
Clothing & Equipment – Laundry Allowance, hourly rate	\$0.12			
Clothing & Equipment – Laundry Allowance, weekly rate	\$4.56			
Meal Allowance – Standard rate	\$13.01			
Meal Allowance – Overtime rate	\$11.72			
Travel – Vehicle Allowance per kilometre	\$0.87			

20. Schedule A – Allowances (Aged Care and Health Professional Employees)

Omit the table (Table 2. Allowances – Aged Care and Health Professional Employees), and insert:

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
Leading Hand Allowance 2 – 5 employees	\$25.08	\$25.85	\$26.63	\$27.43
Leading Hand Allowance 6 – 10 employees	\$35.80	\$36.91	\$38.02	\$39.16
Leading Hand Allowance 11 – 15 employees	\$45.20	\$46.60	\$48.00	\$49.44
Leading Hand Allowance 16 or more employees	\$55.24	\$56.96	\$58.67	\$60.43
Nauseous Allowance (per hour or part thereof)	\$0.46	\$0.48	\$0.49	\$0.50
Nauseous Allowance (maximum per week)	\$2.54	\$2.62	\$2.70	\$2.78
Grandfather broken shift	\$10.53	\$10.85	\$11.18	\$11.52
Clothing & Equipment – Uniform Allowance, hourly rate	\$0.17	<i>Will be increased in line with the relevant CPI adjustment factor</i>		
Clothing & Equipment – Uniform Allowance, weekly rate	\$6.46			
Clothing & Equipment – Laundry Allowance, hourly rate	\$0.04			
Clothing & Equipment – Laundry Allowance, weekly rate	\$1.52			
Meal Allowance – Standard rate	\$13.01			
Meal Allowance – Overtime rate	\$11.72			
Tool Allowance – Weekly rate	\$11.45			
Travel – Vehicle Allowance per kilometre	\$0.87			

21. Schedule A – Allowances (Health Professional Employees)

Omit the table (Table 2: Allowances – Health Professional Employees), and insert:

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
On Call Allowance – Monday to Friday	\$20.30	\$20.93	\$21.56	\$22.21
On Call Allowance – Saturday	\$32.30	\$33.33	\$34.36	\$35.39
On Call Allowance – Sunday or public holiday	\$40.50	\$41.76	\$43.01	\$44.30
Occasional Interpreting Allowance – per occasion	\$1.04	\$1.08	\$1.11	\$1.14
Occasional Interpreting Allowance – per week	\$11.93	\$12.30	\$12.67	\$13.05

Signature Page

Representative of Bupa Aged Care Australia Pty Ltd T/A Bupa; Bupa Aged Care	
Signature	<i>Rogan McMahon</i>
Name	Rogan McMahon
Address	[employee work address] 33 Exhibition Street, Melbourne, Victoria 3000
Authority to sign	[Position] Workplace Relations Leader - A & NZ, Bupa
Date	6 October 2020

Representative of the Employees	
Signature	<i>Cheryle Grasby</i>
Name	Cheryle Grasby
Address	22 Barclay street Eden
Authority to sign	Employee of Bupa, Registered Nurse
Date	6/10/2020

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 the agreement.

Bupa Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch,

New South Wales Enterprise Agreement 2018

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Part 1 – Application and Operation

1. Title

This enterprise agreement is the Bupa Aged Care Australia, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018.

2. Introduction and purpose

This Agreement has been negotiated and agreed between Bupa, the ANMF (NSW Branch) and the HSU NSW Branch, and is based on the Bupa Care Services, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2013.

The parties to this Agreement recognise the fundamental obligation of the Aged Care Act 1997 to provide safe and effective care in accordance with the Accreditation Standards and Quality of Care Principles, at the level identified to meet residents' assessed needs and to provide for safe systems of work.

The parties are committed to the need for change and continuous improvement in approaching operational issues and responding positively to such changes in the workplace. Accordingly, the parties commit to the following key objectives:

- a) a commitment to the provision of Quality Service Care to residents in accordance with the provisions of the Aged Care Act 1997 (as amended from time to time) and the Charter of Care Recipients' Rights.
- b) the achievement of best practice standards in all aspects of the operations of the business in meeting the requirements of the Aged Care Act 1997 (as amended), in particular the accreditation process and care standards.
- c) effective communication and consultation in relation to major change and cooperation at the workplace level between management and employees, and the recognition of the important contribution made by employees to ensuring Bupa's future.
- d) the development and implementation of strategies that recognise and achieve productivity improvements at the workplace without impairing quality of service, and to enhance job satisfaction, security and remuneration in a stable employee relations environment.
- e) the development of harmonious and productive working relations and an adherence to issue resolution procedures.
- f) the provision of terms and conditions of employment which are fair and reasonable.
- g) the maximisation of productivity in all aspects of the business operations.
- h) the promotion of opportunities for permanent employment; and

- i) to enable the company to apply flexible working arrangements that ensure that the workforce is rostered and allocated in accordance with the operational requirement of the business.

3. Commencement and Duration

This Agreement will take effect 7 days from the date on which the Fair Work Commission approves it and will nominally expire on 31 December 2021.

4. Definitions and Interpretation

4.1 In this Agreement, unless the contrary intention appears:

aged care employee means an employee classified as an aged care employee in Schedule B of this Agreement

Agreement means this enterprise agreement, the Bupa Care Services, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2018

Bupa means Bupa Aged Care Australia Pty Limited ABN 74 082 931575

Bupa facilities means aged care facilities operated by Bupa in NSW

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to Australian Health Practitioner Regulation Authority (AHPRA) as appropriate

employee means a person employed by Bupa in NSW and as described in clause 5.1(b) of this Agreement

employer means Bupa

FWC means the Fair Work Commission or its successor

FW Act means the Fair Work Act 2009 (Cth)

health professional employee means an employee classified as a health professional in Schedule B of this Agreement

immediate family means:

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse, where de facto spouse includes a same sex partner)
- a child of the employee (including an adopted child or a step child)
- a parent, grandparent, grandchild or sibling of either the employee or the employee's spouse

HSU NSW Branch means the Health Services Union NSW Branch

NAPSA means a notional agreement preserving a State award created pursuant to the

Workplace Relations Act 1996 (Cth) and as defined in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

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

NSWNMA, ANMF (NSW Branch) means the Australian Nursing and Midwifery Federation NSW Branch.

nursing employee means an employee who is classified as a nursing employee in Schedule B of this Agreement

redundancy means a situation where the role an employee is performing is no longer required to be performed by anyone, except where this is due to the ordinary and customary turnover of labour

4.2 Where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

5. Parties and coverage

5.1 The parties to this Agreement are:

- a) Bupa Aged Care Australia Pty Limited ABN 74 082 931 575; and
- b) All nursing employees, aged care and health professional employees of Bupa employed at Bupa facilities in NSW and classified in Schedule B to this Agreement.

5.2 The parties acknowledge and agree that the unions who helped to negotiate this agreement, namely the NSWNMA, ANMF (NSW Branch) and the HSU NSW Branch, will make an application to be covered by this agreement in accordance with section 183 of the FW Act. The parties support that application being made.

5.3 This Agreement applies to all nursing employees and, aged care employees and health professional employees of Bupa employed at Bupa NSW facilities and classified in Schedule B to this Agreement.

5.4 The terms of this Agreement entirely replace and supersede the terms of any state or federal industrial instrument including any NAPSA, award or enterprise workplace certified agreement that may have applied to any employee now covered by this Agreement, including but not limited to the:

- a) Nurses Award 2010;
- b) Aged Care Award 2010;
- c) Health Professionals and Support Services Award 2010;
- d) Bupa Care Services, NSWNMA, ANMF (NSW Branch) and HSU NSW Branch, New South Wales Enterprise Agreement 2013

To avoid doubt, none of the industrial instruments above apply to employees covered by this Agreement, notwithstanding the fact that modern award rates will be applied if rates in this Agreement were to fall below the modern award rates.

6. Flexibility term

6.1 Bupa and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if:

- a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of Bupa and employee in relation to 1 or more of the matters mentioned in paragraph 6.1(a); and
- c) the arrangement is genuinely agreed to by Bupa and employee.

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

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

6.3 Bupa must ensure that the individual flexibility arrangement:

- a) is in writing; and
 - b) includes the name of Bupa and employee; and
 - c) is signed by Bupa and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
-

- 6.4 Bupa, when seeking to enter into an individual flexibility arrangement with an employee, must provide a written proposal to the employee. Where the employee's understanding of written English is limited, Bupa will take reasonable measures to ensure the employee has a genuine opportunity to understand the proposal, which may include translating the proposal into the employee's native language or other appropriate measure.
- 6.5 Bupa must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.6 A cooling off period of 7 days from the signing of an individual flexibility arrangement shall apply, during which Bupa or an employee may cancel that arrangement by giving at least 24 hours' notice to the other party.
- 6.7 Bupa or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement;
or
 - b) if Bupa and employee agree in writing – at any time.

Part 2 – Consultation and Dispute Resolution

7. Consultation regarding major workplace change

- 7.1 This term applies if:
- a) Bupa has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - b) the change is likely to have a significant effect on employees of the enterprise.
- 7.2 Bupa must notify the relevant employees of the decision to introduce the major change.
- 7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, Bupa must recognise the representative.
- 7.5 As soon as practicable after making its decision, Bupa must:
- a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Bupa is taking to avert or mitigate the adverse effect of the change on the employees; and

- b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 7.6 However, Bupa is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 Bupa must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Bupa, the requirements set out in subclauses 7.2, 7.3 and 7.5 are taken not to apply.
- 7.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
 - a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of Bupa's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 7.10 In this clause, *relevant employees* means the employees who may be affected by the major change.

8. Consultation about changes to rosters or hours of work

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

- a) Bupa will notify the relevant employees of the proposed change; and
- b) The relevant employees may appoint a representative for the purposes of the consultation processes and if a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, Bupa must recognise the representative.
- c) As soon as practicable after proposing to introduce the change, Bupa must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion-provide to the relevant employees:
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what Bupa reasonably believes will be the effects of the change on the employees; and
 - c. information about any other matters that Bupa reasonably believes are likely to affect the employees; and
 - d. Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - e. However, Bupa is not required to disclose confidential or commercially sensitive Information to the relevant employees.
 - f. Bupa must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9. Dispute Resolution

- 9.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 8.1 have been taken, a party to the dispute may refer the dispute to the FWC.

- 9.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration. In the absence of such agreement, the FWC may mediate or conciliate in order to seek resolution of the dispute. If such mediation or conciliation does not resolve the dispute, either party may refer the dispute to the FWC for arbitration. Any decision or order of the FWC following arbitration will be binding on the parties, subject to a party's rights of appeal.
- 9.4 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.5 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the FW Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Bupa to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3 – Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

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

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

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

10.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week. The minimum hours which a full-time employee will be required to work on a rostered day or shift is 4 hours.

10.3 Part-time employment

- a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- b) Before commencing part-time employment, Bupa and a part time employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The minimum hours which a part time employee will be required to work on a rostered day or shift is 4 hours. A part time employee may, however, be rostered for a minimum of 3 hours in order to fill an

unplanned vacancy.

- c) The terms of the agreement may be varied by agreement and recorded in writing.
- d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary fortnightly hours for full-time employees are 76.
- e) Where an employee is regularly working more than their specified contract hours continuously for more than 12 months, they may request that their contracted hours be reviewed and increased by their manager. If the manager does not agree to the request, the manager will formally respond to the request in writing outlining the reasons for declining the request. The manager shall increase the employee's hours in accordance with the employee's request, however, hours worked in the following circumstances will not be incorporated into any adjustment:
 - i. If the increase in hours is as a direct result of another employee(s) being absent on leave, such as for example, annual leave, long service leave, maternity leave, or workers compensation; or
 - 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 facility.
 - iii. Any adjusted contracted hours resulting from a review identified in sub-clause 9.3(v) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

10.4 Casual employment

- a) A casual employee is an employee engaged as such on an hourly basis.
- b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25% of the base hourly rate, or the weekend penalty rate of pay for particular nursing employees in accordance with clause 25(c).
- c) The casual loadings payable under this Agreement compensate casual employees for other benefits to which they are not entitled (e.g. paid annual leave and paid personal/carer's leave) and these loadings are paid in full satisfaction of extra payments to which casual employees may be entitled to under any instrument, including any Award and the FW Act. However, casual employees are still entitled to some other payments prescribed in this Agreement, such as any applicable allowances.
- d) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- e) To avoid doubt, the notice of termination and redundancy pay, annual leave, paid personal/carer's leave and compassionate leave provisions of this Agreement do not

apply to a casual employee.

- f) A casual employee will be paid a minimum of three hours pay for each engagement.
- g) A casual employee working shift work will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component (based on the ordinary hourly rate only) then added.
- h) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - i. on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - ii. on a permanent 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 average number of hours as previously worked per fortnight, unless other arrangements are agreed between Bupa and the employee.
 - iii. Bupa may consent to or refuse the request for conversion to permanent employment under paragraph (viii) above, but shall not unreasonably withhold agreement to such a request.
 - iv. Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

11. Termination of Employment

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

Employee's period of continuous service with Bupa at the end of the day the notice is given	Period of notice *
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

- 11.2 Notice of termination by an employee

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

11.3 Job search entitlement

Where Bupa has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with their manager.

12. Redundancy

12.1 Subject to this clause, where the employment of an employee is terminated due to redundancy Bupa shall provide the employee with notice or payment in lieu of notice in accordance with clause 10.1 above and shall pay the severance payments outlined below in respect of a continuous period of service.

a) If an employee is under 45 years of age, Bupa shall pay in accordance with the following scale:

Years of service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4weeks
2 years and less than 3 years	7weeks
3 years and less than 4 years	10weeks
4 years and less than 5 years	12weeks
5 years and less than 6 years	14weeks
6 years and over	16weeks

b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

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

c) In this clause 12.1, "week's pay" means the all-purpose rate of pay for the employee

concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, the following payments where the employee received such payments on a permanent basis:

- i. shift allowances;
- ii. weekend penalties;
- iii. broken shift allowances; and
- iv. any other non-expense related allowances (as contained in Schedule A: Table 2) which the employee regularly receives.

d) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (a) and (b) of this subclause.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated, although no severance payment under sub-clause 12.1 of this Agreement is payable by Bupa to the employee. Bupa may, at its 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.

To avoid doubt, this clause 12.2 applies only to the situation where an employee is offered and accepts a transfer to lower paid duties.

12.3 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 payment instead of notice.

12.4 Job search entitlement

- a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Bupa, produce proof of attendance at an Interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

- c) This entitlement applies instead of clause 10.3.

12.5 Transfer of business and alternative employment

- a) An employee is not entitled to a severance payment under sub-clause 11.1 of this Agreement where:
 - i. there is a transfer of employment (as that term is defined in the FW Act) and the employee's service with Bupa counts as service with the new employer; or
 - ii. the employee rejects an offer of employment from a new employer that:
 - a. is on terms and conditions substantially similar to, and on an overall basis no less favourable than the employee's terms and conditions of employment with Bupa at the time the employee's employment terminates;
 - b. recognises the Employee's service with Bupa for the purpose of redundancy; andhad the Employee accepted the offer there would have been a transfer of employment in relation to that Employee.
- b) If on application the FWC is satisfied that sub-clause 11.1(a)(ii) operates unfairly to an employee, the FWC can order Bupa to pay the employee a particular amount of redundancy pay that the FWC considers appropriate, but not exceeding the amount that would have been payable under sub-clause 11.1 of this Agreement.
- c) In the event of a redundancy, where Bupa obtains an offer of other acceptable employment from another employer for an employee affected by the redundancy (as an alternative to termination of employment for reason of redundancy), then Bupa may apply to the FWC in accordance with the FW Act for the FWC to determine whether the amount of redundancy pay may be reduced to a specified amount (which may be nil) that the FWC considers appropriate.

Part 4 – Minimum Wages and Related Matters

13. Classifications

Classification definitions are set out in Schedule B. Bupa must advise its employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum salary rates

- 14.1 Each employee covered by this Agreement will be paid an appropriate salary based on the

minimum rate for the employee's classification set out in Schedule A: Table 1. The hourly rates of pay will increase during the life of this Agreement in accordance with clause 15 below (these increases are also reflected In Schedule A).

- 14.2 Any employee who was employed by Bupa specifically under the terms of this Agreement (or a predecessor to this Agreement) upon approval of this Agreement by the FWC and is paid above the relevant pay point rate for their classification In Schedule A will receive the full percentage increases in clause 15 below.
- 14.3 However, any employee who commences employment with Bupa after this Agreement is approved by the FWC and is paid above the relevant pay point rate for their classification in Schedule A will only receive the full percentage increases in clause 15 below at the discretion of Bupa and may receive a smaller increase (so long as their rate of pay does not fall below the relevant minimum pay point rate for their classification set out In Schedule A).
- 14.4 Years of Experience / Recognition of Prior Experience - Nursing employees
- a) The minimum wage rate for nursing employees is the rate in Schedule A which reflects the employee's years of experience within their classification.
 - b) "Experience" means experience working in an equivalent classification, however named, within Bupa or elsewhere.
 - c) From the time of commencement of employment an employee has two months in which to provide documentary evidence to the employer detailing experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration in which full details of previous experience are provided.
 - d) Until such time as the employee furnishes any such documentation outlined in (c) the Bupa shall pay the employee at the level for which proof has been provided.
 - e) If within two months of commencing employment an employee does provide documentary evidence of other previous experience Bupa 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.
 - f) If the employee provides documentary evidence of other experience after two months from commencement Bupa 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.

15. Wage increases

The hourly rates of pay set out in Schedule A: Table 1 shall increase during the life of this Agreement as follows:

<u>First full pay period commencing on or after</u>	<u>Wage increase</u>
1 July 2018	3.2%
1 July 2019	3.1%
1 July 2020	3.0%
1 July 2021	3.0%

Note: To avoid doubt, the above wage increases are also reflected in Schedule A: Table 1.

16. Allowances

16.1 Annual Adjustment of Allowances

- a) At the time of any adjustment to wages rates in this Agreement, each expense related allowance payable under this Agreement will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure for Sydney most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The applicable index figures are those which are published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price index (Cat No. 6401.1) as follows:

<i>Allowance</i>	<i>Applicable CPI Figure</i>
Meal allowances	Take-away and fast foods sub-group
Clothing and Equipment allowances	Clothing & Footwear group
Tool allowance	Tool and equipment for house and garden component of the household appliances, utensils and tools sub-group
Travelling, transport and fares	Private motoring sub-group

For the avoidance of doubt, the allowances listed above will be adjusted with effect from the first full pay period on or after 1 July 2018, 1 July 2019, 1 July 2020 and 1 July 2021. Updated allowance rates will be published each year in a memo and provided to employees and unions.

- b) All allowances payable under this Agreement which are not expense related (as described in clause 16.1(a)) will be increased in accordance with the wage increase rates set out in clause 15 above (unless they are expressed as a percentage of a wage rate, in which case the increase is already accounted for).
- c) A summary of the allowances to which employees covered by this Agreement are entitled is included in Schedule A: Table 2.

16.2 Payment for criminal history checks

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

16.3 Allowances – Nursing Employees

This clause 16.3 applies to nursing employees only, subject to clause 16.1 above.

- a) Clothing and equipment

- i. Employees required by Bupa to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of Bupa and be laundered and maintained by such employer free of cost to the employee.
- ii. Instead of the provision of such uniforms, Bupa may, by Agreement with the employee, pay such employee a uniform allowance at the rate of \$0.32 per hour or part thereof on duty or \$12.16 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of Bupa, the employee will be paid a laundry allowance of \$0.12 per hour or part thereof on duty or \$4.56 per week, whichever is the lesser amount.
- iii. The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

b) Meal allowances

- i. An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.01 in addition to any overtime payment as follows:
 - a. when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - b. provided that where such overtime work exceeds four hours a further meal allowance of \$11.72 will be paid.
- ii. Clause 16.3(b)(i) will not apply when an employee could reasonably return home for a meal within the meal break.
- iii. On request the meal allowance will be paid on the same day as overtime is worked.

c) On call allowance

- i. An on call allowance is paid to an employee who is required by Bupa to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24-hour period or part thereof:
 - a. between rostered shifts or ordinary hours Monday to Friday inclusive -

\$25.67;

- b. between rostered shifts or ordinary hours on a Saturday - \$38.68; or
- c. between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work - \$45.12.

- ii. An employee who is directed to remain on call during their scheduled meal break shall be paid an allowance of \$11.87 per meal break period, provided that no such allowance shall be paid if, during any period of 24 hours (including such period of on call) the employee is entitled to receive any of the allowances set out in paragraph 16.2(c)(i).
- iii. For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

d) Travelling, transport and fares

- i. An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of \$0.87 per kilometre.
- ii. When an employee is involved in travelling on duty, If Bupa cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Bupa on production of receipted account(s) or other evidence acceptable to Bupa.
- iii. Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.2(d)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with Bupa for these purposes.

e) In charge allowance

- i. A registered nurse in charge during the day, evening or night of a facility shall be paid, in addition to his or her appropriate salary, an allowance in accordance with Schedule A: Table 2.
- ii. A registered nurse who is designated to be in charge of a shift in a ward shall be paid, in addition to his or her appropriate salary, an allowance in accordance with Schedule A: Table 2, per shift.
- iii. This subclause shall not apply to registered nurses holding classified positions of a higher grade than a Registered Nurse Level 1.

16.4 Allowances – Aged Care and Health Professional employees

This clause 16.4 applies to aged care and health professional employees only, subject to clause 15.2

above.

a) Clothing and equipment

- i. Employees required by Bupa to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of Bupa and be laundered and maintained by such employer free of cost to the employee.
- ii. Instead of the provision of such uniforms, Bupa may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$0.17 per hour or part thereof on duty or \$6.46 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of Bupa, the employee will be paid a laundry allowance of \$0.04 per hour or part thereof on duty or \$1.52 per week, whichever is the lesser amount.
- iii. The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- iv. Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, Bupa must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by Bupa.

b) Leading hand allowance

- i. A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.
- ii. A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale.

Leading hand in charge of:	Weekly allowance
2-5 other employees	\$25.08
6-10 other employees	\$35.80
11-15 other employees	\$45.20
16 or more other employees	\$55.24

- iii. This allowance will be part of salary for all purposes of this Agreement.

- iv. An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

c) Meal allowances

- i. An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.01 In addition to any overtime payment as follows:
 - a. when required to work after the usual finishing hour of work beyond one hour or, In the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - b. Provided that where such overtime work exceeds four hours a further meal allowance of \$11.72 will be paid.
- ii. Clause 15.4(c)(i) will not apply when an employee could reasonably return home for a meal within the meal break.
- iii. On request meal allowance will be paid on the same day as overtime is worked.

d) Tool allowance

A tool allowance of \$11.45 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by Bupa.

e) Travelling, transport and fares

- i. An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of \$0.87 per kilometre.
- ii. When an employee is involved in travelling on duty, if Bupa cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Bupa on production of receipted account(s) or other evidence acceptable to Bupa.
- iii. Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.4(e)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with Bupa for these purposes.

f) Nauseous allowance

An allowance as per Schedule A: Table 2 per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in

such classification. Any employee who is entitled to be paid an allowance will be paid a minimum weekly sum for work performed in any week.

16.5 Allowances – health professional employees

This clause 16.5 applies to health professional employees only, subject to clause 16.2 above

a) Occasional interpreting allowance

An employee not employed as a full-time interpreter who is required to perform Interpreting duties will receive an allowance as per Schedule A: Table 2 on each occasion with a maximum weekly payment.

b) On call allowance

An employee required by Bupa to be on call will receive the following additional amounts for each 24-hour period or part thereof:

- i. when the on call period is between Monday and Friday inclusive - \$20.30 per 24-hour period;
- ii. when the on call period is on Saturday - \$32.30
- iii. when the on call period is on a Sunday or public holiday - \$40.50 per 24-hour period.

These allowances will be adjusted annually in line with Schedule A: Table 2.

c) Telephone allowance

Where Bupa requires an employee to install and/or maintain a telephone for the purpose of being on call, Bupa will refund the Installation costs and the subsequent rental charges on production of receipted accounts.

16.6 Service allowance

- a) This clause 16.6 applies only to employees classified as aged care employees who were on 31 December 2009 covered by the Aged Care General Services (State) Award 2006 NAPSA.
- b) All employees appointed before 1 October 1986, shall, after 20 years' continuous service, be paid in addition to the rates prescribed in Schedule A, a long service allowance of 10% added to their ordinary hourly rate of pay. To avoid doubt, all people currently receiving this allowance will continue to receive it, however this allowance will not be applied to any other employee covered by this Agreement.
- c) Payments due under this clause shall be made on the usual pay day when other payments under this Agreement are made.

- d) Continuous service with Bupa prior to the commencement of this Agreement shall be taken into account for the purposes of this clause.
- e) For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the place of employment whilst a member of the defence forces of the Commonwealth In time of war or for periods of unpaid leave granted to the employee by Bupa.

17. Payment of wages

- 17.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 17.2 Employees will be paid by electronic funds transfer, as determined by Bupa, into the bank or financial institution account nominated by the employee. For each employee covered by this Agreement, Bupa will include on the employee's pay slip details of the employee's annual leave and long service leave accruals. Details of an employee's sick leave accruals will be available through Bupa payroll.
- 17.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by Bupa, payment of all wages and other monies owing to an employee will be made to the employee.

18. Salary packaging

- 18.1 By agreement between Bupa and an employee, an employee's rate of pay set out in this Agreement, may be salary packaged. Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between Bupa and the employee. Bupa will pay the salary packaging amount in accordance with the salary packaging agreement. The salary packaging arrangements can pertain to any agreed component, such as but not limited to employee superannuation contributions. The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- 18.2 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, Bupa will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- 18.3 Unless otherwise agreed by Bupa, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.
- 18.4 The employee shall compensate Bupa from within their base remuneration for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered

into. Where the employee chooses not to pay any of the costs associated with their salary packaging, Bupa may cease the employee's salary packaging arrangements.

- 18.5 The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and Bupa shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- 18.6 The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- 18.7 Bupa recommends to employees who are considering salary packaging that they seek independent financial advice. Bupa shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.
- 18.8 Superannuation contributions paid by Bupa into an approved and complying superannuation fund will be calculated on the employee's pre-packaged rate of pay.

19. Superannuation

- 19.1 Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, Bupa will make superannuation contributions into its default superannuation fund which is currently Hesta. Bupa will consult with employees covered by this Agreement and the NSWNMA, ANMF (NSW Branch) and HSU NSW Branch prior to changing its default superannuation fund.
- 19.2 Bupa must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Bupa being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. To avoid doubt, Bupa must also make superannuation contributions on behalf of casual employees in accordance with superannuation legislation.
- 19.3 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Bupa to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Bupa makes the superannuation contributions provided for in this clause. An employee may adjust the amount the employee has authorised Bupa to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Bupa. Bupa must pay the amount authorised under this clause no later than 28 days after the end of the month in which the deduction authorised under this clause was made.

Part 5 – Hours of Work and Related Matters

20. Ordinary hours of work

- 20.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 20.2 For employees classified as aged care employees, full-time hours may be worked:
- a) in a period of 28 calendar days of not more than 20 work days in a roster cycle;
 - b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
 - c) eight hours on a day shift or 10 hours on a night shift.
- 20.3 For all employees covered by this Agreement, the shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 20.4 For all employees covered by this Agreement, the hours of work on any day will be continuous except for meal breaks.

21. Span of hours

- 21.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 21.2 A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 20.1.

22. Rostered days off

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

23. Rest breaks between rostered work

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

24. Accumulation and taking of accrued days off (ADOs)

- 24.1 This clause 24 will only apply to full time employees.

- 24.2 Bupa or a Bupa manager may, at their discretion, allow employees to accumulate ADOs in accordance with this clause 23. Where Bupa or a Bupa manager arranges a roster cycle in such a way that an employee is entitled to an ADO by working hours over and above the arrangement of ordinary hours of work as set out in clause 19, the employee must take ADOs within 12 months of the date on which the first full ADO accrued. To avoid doubt, if ADOs are not offered for hours worked over and above ordinary hours (i.e. if employees reach the cap set out in clause 23.3 below or if ADOs are otherwise not offered for hours over ordinary hours), employees will be paid overtime subject to clause 28 below.
- 24.3 With the consent of Bupa, ADOs may be accumulated up to a maximum of five in any one year.
- 24.4 Bupa will schedule the taking of ADOs and display them on a roster. Scheduling decisions will be based on the needs of the workplace and will have regard to employee's preferences.
- 24.5 Wherever practicable, ADOs will be consecutive with RDOS prescribed in clause 21 above.
- 24.6 Once set, ADOs may not be changed, except in accordance with clause 24, Rostering.
- 24.7 ADOs will not be rostered on public holidays.
- 24.8 An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

25. Rostering

- 25.1 This clause applies to all employees covered by this Agreement.
- 25.2 Employees will work in accordance with a weekly or fortnightly roster fixed by Bupa.
- 25.3 The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least 14 days before the commencement of the roster period.
- 25.4 Unless Bupa otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 25.5 Seven days' notice of a change of roster will be given by Bupa to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- 25.6 Staff Replacement and Workload Management
- a) Bupa is committed to ensuring that staffing levels are appropriate to ensure the delivery of quality resident care in keeping within the Quality of Care Principles, and the Accreditation Standards, and Bupa's duty of care to its employees.

- b) Bupa is committed to maintaining a safe and healthy workplace environment, including ensuring that employees are not overburdened in terms of their workload (including within a normal shift) or working unreasonable or excessive hours. For clarity, Bupa's commitment in this matter applies to clauses all sub-clauses in cl.25.6.
- c) The appropriate manager (however titled) will ensure that any staffing level and/or workload issues, including leave replacement, are raised regularly in staff meetings. Managers, in conducting such meetings, should follow normal Bupa procedures in relation to the keeping of records of these meetings.
- d) Should any Employee(s) feel staffing levels and/or workloads are unreasonable, then they are encouraged to discuss their concerns with their Manager. If appropriate action is not taken to address the staffing and/or workload issues, the Employee(s) may utilise the dispute resolution procedure of this Agreement (clause 9).
- e) Where a vacancy arises in Bupa's staffing or where a change to either resident needs or numbers occurs, Bupa will consider staffing requirements based on factors including but not limited to the assessed needs of the residents.
- f) Subject to consideration of factors Bupa deems relevant, where staffing levels are affected by leave (including personal leave), Bupa will replace the leave vacancy in the roster. These factors include, but are not limited to:
 - i. occupancy level
 - ii. assessed needs of the residents
 - iii. skill mix and classification of staff on the roster; and
 - iv. roster requirements.
- g) Replacement of staff is determined on resident requirements. Replacement will occur when the Employee in charge of the shift, in consultation with the supervisor, determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.
- h) Where staff replacement is required, as determined above, Bupa shall endeavour to advertise and fill the position as soon as practicable.
- i) Bupa is committed to maximising its permanent workforce in line with its occupancy levels. Bupa will always offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual or bank staff, where applicable.

25.7 Director of Nursing

- a) Registered Nurse - Director of Nursing
A full-time Director of Nursing (DON), however titled, or equivalent full-time DON, will be employed at each residential aged care facility. Where the position becomes vacant,

the employer shall employ a full-time Registered Nurse as DON, and the employee shall be paid at the rate of DON (or however titled).

- b) Where, after making a reasonable effort, Bupa cannot obtain a suitably qualified DON, the employer may appoint a Registered Nurse on a temporary basis in satisfaction of clause (a).

25.8 Registered Nurses

The employer will ensure that a Registered Nurse is employed to work on each shift in each Bupa facility. In the event of an unplanned vacancy (eg. sick leave, annual leave during school breaks), the following will occur:

- a) The vacant shift/s will be offered to existing Registered Nurse employees as additional shifts; and if not filled
- b) The vacant shift/s will be offered to existing Registered Nurse bank or casual Registered Nurses; and if not filled
- c) Contact will be made with at least one nursing agency and where a nurse is available to fill the vacancy and it is reasonable in all the circumstances to do so the position will be filled by an agency Registered Nurse.
- d) Long term vacancies

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

- i. Advertise the position internally, in the first instance within two weeks, and if there are no suitably qualified applicants, then externally within 4 weeks of the employer becoming aware that the position is being vacated.
- ii. Where the employer follows the steps noted at clause 25.8, they shall not be in breach of this provision.

26. Saturday and Sunday work – aged care and nursing employees

- a) Nursing and aged care employees (excluding casual aged care employees) whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.
- b) Casual aged care employees whose ordinary working hours include work on a Saturday

and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and three quarters, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time.

- c) The extra rates at subclause (a) and (b) will be in substitution for and not cumulative upon:
 - i. the shift premiums prescribed in clause 29 of this Agreement; and
 - ii. the casual loading for aged care staff as specified in clause 10.4(b) of this Agreement.
- d) A casual Registered Nurse employee will be paid a loading of 8.3% of the base hourly rate in addition to the weekend penalties specified in clause 26(a) of this Agreement for work performed on weekends.
- e) A casual Enrolled Nurse or a casual Assistant in Nursing employee will be paid Saturday or Sunday allowances as per clause 26(a) calculated on the ordinary rate of pay excluding the casual loading, with the casual loading component then added to the weekend penalty rate of pay.

27. Saturday and Sunday work – Health Professional Employees

This clause 27 only applies to employees classified as health professional employees.

- a) Health professional employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.
- b) However, casual health professional employees who work on a Saturday or Sunday will be paid a loading of 75% for all time worked instead of the casual loading in clause 10.4(b).

28. Breaks

28.1 Meal breaks

- a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes, to be taken at a mutually agreed time.
- b) Where an aged care employee is required by Bupa to remain on duty during their

scheduled meal break, that aged care employee will be paid at overtime rates for the time they work during that scheduled meal break period if they cannot take the remainder of their meal break later in the shift or cannot leave work early to make up for time worked during their meal break.

28.2 Tea breaks

- a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- b) Subject to agreement between Bupa and employee, such breaks may alternatively be taken as one 20 minute tea break.
- c) Tea breaks will count as time worked.

29. Overtime

29.1 Overtime penalty rates

- a) Hours worked by any employee at the request of Bupa, including casual employees, in excess of the rostered daily ordinary hours of work (see clause 19) are to be paid as follows:
 - i. Monday to Friday - time and a half for the first two hours and double time thereafter;
 - ii. Saturday:
 - a. aged care employees – double time; and,
 - b. health professional employees and nursing employees - time and a half for the first two hours and double time thereafter.
 - iii. Sunday- double time; and
 - iv. Public holidays-double time and a half.
- b) A part-time or casual employee who is required to work hours that are in excess of the daily ordinary hours of an equivalent full-time employee on a day or shift, or is required to work additional shifts or is required to work in excess of 38 hours per week is entitled to be paid at overtime rates forth at work.
- c) In addition to the provisions of clause 28.1(b), where an agreement has been reached with a part time health professional employee in accordance with clause 10.3(b) and (c), that part time health professional employee must be paid overtime in accordance with this clause 29 when they are required by Bupa to work in excess of those agreed

hours.

- d) Overtime rates under this clause 29 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 30 -Shiftwork.

29.2 Time off Instead of payment for overtime

- a) By agreement between Bupa and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- c) Bupa must pay the employee for any accrued time off in lieu of overtime that has not been taken on the termination of the employee's employment. The time off in lieu of overtime must be paid at the overtime rate applicable to the overtime when worked.
- d) If the employee requests at any time to be paid for the overtime instead of taking time off, Bupa will provide payment in the next pay period following the request at the overtime rate applicable to when the overtime was worked.

29.3 Rest period after overtime

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

29.4 Rest break during overtime

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

29.5 Recall to work when on call

An employee, who is required to be on call and who is recalled to work, will be paid for a

minimum of four hours work (for full time and part time employees) and two hours work (for casual employees) at the appropriate overtime rate. An employee receiving this payment will not also receive an on call allowance.

29.6 Recall to work when not on call

- a) An employee who is not required to be on call and who is recalled to work after leaving Bupa's premises will be paid for a minimum of:
 - i. four hours work for nursing employees and aged care employees; and
 - ii. two hours work for health professional employees;

at the appropriate overtime rate.

- b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- c) An employee who is recalled to work will not be obliged to work for the minimum amount of time as set out in sub-clause (a) if the work for which the employee was recalled is completed within a shorter period.
- d) An employee who leaves the facility at the end of a rostered day or shift, and is then recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate set of \$0.87 when he or she uses a motor car in these circumstances.

29.7 Reasonable hours

- a) Subject to sub-clause (b) Bupa may require an employee to work reasonable overtime at overtime rates
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- c) For the purposes of sub-clause (b) what is reasonable or otherwise will be determined having regard to:
 - i. any risk to employee health and safety.
 - ii. The employee's personal circumstances including any family and carer responsibilities.
 - iii. The needs of the workplace or enterprise

- iv. The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- v. Any other relevant matter.

30. Shiftwork

30.1 Shift penalties – health professional employees

Where the ordinary rostered hours of work of a shiftworker who is a health professional employee finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.

30.2 Shift penalties – nursing employees

a) Nursing and health professional employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

- i. Afternoon shift commencing at 10.00 am and before 1.00 pm: 10%
- ii. Afternoon shift commencing at 1.00 pm and before 4.00 pm: 12.5%
- iii. Night shift commencing at 4.00 pm and before 4.00 am: 15%
- iv. Night shift commencing at 4.00 am and before 6.00 am: 10%

b) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 am and before 10.00 am.

"Afternoon shift" means a shift which commences at or after 10.00 am and before 4.00pm.

"Night shift" means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.

c) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed for Saturday and Sunday Work and for Public Holidays applies.

30.3 Shift allowances and penalty rates – aged care employees

- a) This clause applies only to employees classified as aged care employees. Aged care employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.
- i. Afternoon shift commencing at 10.00 am and before 1.00 pm: 10%
 - ii. Afternoon shift commencing at 1.00 pm and before 4.00 pm: 12.5%
 - iii. Night shift commencing at 4.00 pm and before 4.00 am: 15%
 - iv. Night shift commencing at 4.00 am and before 6.00 am: 10%

31. Higher duties, Professional Development and eLearning

31.1 Higher duties

- a) An employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will, subject to clause 31.1(b) below, be paid at the higher classification rate for the period of work at the higher classification. Non-nursing employees will be entitled to the applicable higher rate for a minimum of two hours.
- b) Clause 31.1(a) does not apply when a nursing employee is relieving a day worker who is absent from duty for three consecutive working days or less which have been rostered in advance. In this case, an employee relieving at the higher level will be paid for all time in excess of three days worked at the higher level.

31.2 Internal training for Nurses

- a) Bupa will provide employees with at least 12 hours per annum of internal training (which could include; on-the-job training, e-learning and workshop sessions) to Assistants in Nursing. Each employee shall provide to Bupa details of their attendance at such training and Bupa shall keep a record of this attendance.
- b) Upon termination of an employee's employment, Bupa shall provide the employee a written statement of the hours of such internal training attended by the employee.
- c) Where practicable, such internal training shall be provided to employees during their normal rostered working hours. Where it is not practicable to provide such training during normal rostered working hours, then:

- i. Employees shall attend such internal training outside their normal rostered working hours where required to do so by Bupa;
- ii. Bupa shall provide employees with 2 weeks' notice of the requirement to attend training outside their normal rostered working hours;
- iii. attendance at such training shall be paid as per clause 29 Overtime.

31.3 Continuing Professional Development for RNs and ENS

- a) This clause applies to employees who are Registered Nurses or Enrolled Nurses.
- b) Bupa will support registered and enrolled nurses in maintaining their registration by providing internal training opportunities. Bupa will review all requests for external training on a case by case basis however, will not unreasonably refuse such a request.

31.4 eLearning

- a) Bupa requires employees to complete core modules through eLearning and pays employees for the approved time taken to complete this training.
- b) e-learning modules will normally be completed in working hours in the workplace. With prior approval from the manager and the agreement of the employee, modules can be completed outside of working hours.
- c) Bupa will allocate an amount of time and adequate computer resources for the completion of each core module. When an employee cannot complete a module in work time they will approach their manager about completing the module outside of working hours in accordance with Bupa's policy. No employee will be expected or required to complete modules in their own time on an unpaid basis.
- d) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
 - i. arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - ii. approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and/or
 - iii. taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading

the English language).

Part 6 – Leave and Public Holidays

32. Annual Leave

Annual leave is provided for in the NES. This clause contains additional provisions and applies to employees other than casual employees.

32.1 Quantum of annual leave

- a) Annual leave on full pay is to be granted in accordance with the NES as follows:
 - i. Full time employees: 4 weeks annual leave;
 - ii. Full time shiftworkers: 5 weeks annual leave;
 - iii. Part time employees: 4 weeks annual leave on a pro rata basis;
 - iv. Part time shiftworkers: 5 weeks annual leave on a pro rata basis.
- b) For the purposes of clause 32.1(a) above, a shiftworker is an employee who is not a day worker as defined in clause 21.1 Span of Hours.
- c) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.

32.2 Taking of leave

Annual leave will usually be given and taken within six months of the employee becoming entitled to annual leave. Paid annual leave may be taken for a period agreed between an employee and Bupa. Bupa must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

32.3 Payment for annual leave

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

32.4 Annual leave loading

- a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

- b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - i. an 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.
- c) Annual leave loading shall be paid out on termination of employment and when an employee cashes out excess annual leave in accordance with clause 32.7 below.

32.5 Savings clause

- a) No employee shall suffer a reduction in total entitlement to Annual Leave and payment for Public Holidays worked that they were eligible to receive at 31 December 2009 by reason only of the coming into force of this Agreement.
- b) Nor will the introduction of this Agreement result in any employee's accrued Annual Leave (including additional annual leave, also referred to as "counter leave" and leave in lieu of payment for Public Holidays worked), as at the date that this Agreement commences being reduced.
- c) For the purposes of this clause, total entitlement at 31 December 2009 shall include additional annual leave, counter leave and leave in lieu of payment for Public Holidays worked.

32.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their accrued annual leave and annual leave loading.

32.7 Cashing out excess annual leave

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

- a) The cashing out arrangement does not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- b) Each cashing out of a particular amount of paid annual leave is by a separate agreement in writing between Bupa and the employee; and
- c) The employee is paid the full amount that would have been payable to them had they taken the leave forgone, including annual leave loading.

32.8 Requiring employees to take annual leave

Bupa recognises the importance, from a health, safety and wellbeing perspective, of employees taking annual leave that they accrue and not working for extended periods without taking annual leave. With this in mind, Bupa may at any time require an employee

covered by this Agreement to take a period of annual leave, so long as the following conditions are met:

- a) The employee must have at least 6 weeks of annual leave accrued;
- b) Bupa must give the employee at least 6 weeks' notice of the requirement to take annual leave;
- c) At the end of the period of annual leave which the employee is required to take, the employee's annual leave balance must not be less than 5 weeks; and
- d) Notwithstanding the above, an employee may request in writing that they accrue more than 6 weeks of annual leave in special circumstances – and Bupa must not unreasonably refuse any such request.

32.9 Employee not taken to be on paid annual leave at certain times

- a) Public holidays: If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- b) Other periods of leave: If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this clause, or a period of community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

32.10 Purchased additional annual leave

- a) Purchased leave enables employees, by mutual agreement with their employer (but only upon the request of the employee), to access up to 10 working days unpaid additional leave in a twelve-month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.
- b) Bupa may grant purchased leave, subject to operational requirements. An employee may only take additional annual leave under this clause once the employee has fully paid for that leave in accordance with this clause. If the leave has not been paid for by the time the leave is due to commence, Bupa may either not authorise the request for leave or withdraw its authorisation of the leave (as the case may be). Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- c) The option to purchase leave under this clause will not be available to an employee who has accrued but not yet taken annual leave of 6 weeks (30 days) or more.
- d) Where the arrangement, because of extraordinary circumstances, has been varied or

cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.

- e) Purchased leave may be taken in conjunction with other types of leave. Purchased leave may not be used to break a period of Long Service Leave.
- f) Purchased Leave must be used in the twelve-month period after it is fully purchased, or it will be paid out as a lump sum in the first full pay period after that 12-month period.
- g) Purchased Leave and associated salary deductions will be based on the employee's average daily hours (7.6 hours for full time employees) and the employee's substantive salary.
- h) Where the employee's employment terminates, deductions made for purchased leave not yet taken will be repaid.
- i) Where the employee's employment terminates and there are outstanding deductions for Purchased Leave, the employee may elect to have the amount treated as overpayment of salary or offset against Annual Leave credits.

33. Public holidays

33.1 The following days shall be observed as public holidays for employees covered by this Agreement:

- a) New Year's Day
- b) Australia Day
- c) Good Friday
- d) Easter Saturday
- e) Easter Sunday
- f) Easter Monday
- g) Anzac Day
- h) Queen's Birthday
- i) Labour Day
- j) Christmas Day
- k) Boxing Day
- l) any other day or part thereof proclaimed or declared and observed as a public holiday; and
- m) an extra day each year to be taken between Christmas and New Year's Eve. The actual day observed will be subject to the rostering and operational requirements at the relevant facility. This extra day shall apply in substitution for any additional local public holiday or half local public holiday proclaimed or declared in a local government area.

33.2 Payment for work done on public holidays

- a) All work done by a full time or part time employee during their ordinary shifts on a public holiday, including a substituted day and the additional public holiday between Christmas Day and New Years' Day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid 150% of their ordinary rate for all time worked during their ordinary shifts on a public holiday and have the same number of ordinary hours worked added to the period of annual leave.
- b) A casual nursing employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances and the casual loading which would otherwise be payable had the day not been a public holiday.
- c) A casual aged care employee who works on a public holiday shall be paid for the time actually worked at the rate of 275%, such payment being in lieu of weekend or shift allowances and the casual loading which would otherwise be payable had the day not been a public holiday.

33.3 Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

33.4 Public holidays occurring on rostered days off

All full and part time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday-Friday employees.

33.5 Accrued days off on public holidays

Where an employee's accrued day off falls on a public holiday, another day, determined by Bupa, will be taken instead within the same four or five week work cycle, where practical.

34. Ceremonial Leave

An employee who is legitimately required by Aboriginal or Torres Strait Island tradition to be absent from work for Aboriginal or Torres Strait Island ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of Bupa.

35. Personal/carer's Leave, Family and Domestic Violence Leave, and Compassionate Leave

Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not eligible for paid personal/carer's leave and paid compassionate leave but may access unpaid leave as explained in clauses 35.1(f), 34.2 and 34.3.

35.1 Personal/carer's leave

- a) Amount of personal/carer's leave: For each year of service with Bupa, an employee is entitled to 10 days of paid personal/carer's leave.
- b) Accrual of personal/carer's leave: An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- c) Taking personal/carer's leave: An employee may take paid personal/carer's leave if the leave is taken:
 - i. because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - ii. to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a. a personal illness, or personal injury, affecting the member; or
 - b. an unexpected emergency affecting the member; or
 - c. due to the effects of Family Violence in accordance with clause 35.2
- d) Employee taken not to be on paid personal/carer's leave on public holiday: If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.
- e) Payment for paid personal/carer's leave:

If, in accordance with this clause, an employee takes a period of paid personal/carer's leave, Bupa must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- f) Unpaid carer's leave:

An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- g) Taking unpaid carer's leave:

An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to clause 34.1(f). An employee may take unpaid carer's leave for a particular permissible occasion as:

- i. a single continuous period of up to 2 days; or
 - ii. any separate periods to which the employee and his or her manager agree.
- h) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

35.2 Family and Domestic Violence Leave

- a) For the purpose of this Agreement, family and domestic violence is defined as violence by a family member or current or former intimate partner (of the same or opposite sex).
- b) This type of violence includes physical, sexual, financial, verbal, psychological or emotional abuse (or threatened abuse) by a family member or current or former intimate partner (of the same or opposite sex). This may involve attempts to gain and/or maintain power and control over another through a range of abusive behaviours.
- c) General Measures
 - i. All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
 - ii. An Employee experiencing family violence may raise the issue with their immediate leader and/or the People Team contact.
 - iii. Where requested by an Employee, the People Team contact will liaise with the Employee's leader on the Employee's behalf, and will make a recommendation on the most appropriate form of support.
- d) Leave
 - i. Employees experiencing family and domestic violence and who need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements, are entitled to five days of unpaid family and domestic violence leave per year. This leave does not accumulate from year to year and is available at the start of each 12-month period of the employee's employment.
 - ii. In addition to the above, employees may use their accrued personal/ carer's leave to deal with family and domestic violence matters, subject to clause 35.5(c) and clause 35.6.

- iii. Where leave entitlements in clause 35.1 above are exhausted Bupa shall permit access to accrued Annual Leave and/or unpaid personal leave for the purposes of clause 35.2(d) above.
- iv. In addition to clause 35.2(d)(i) above, Casual employees will be granted unpaid personal leave.

35.3 Compassionate leave

- a) Entitlement to compassionate leave: An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or;
 - iii. dies.
- b) Taking compassionate leave: 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 employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 35.3(a); or
 - ii. after the death of the member of the employee's immediate family or household referred to in clause 35.3(a).
- c) An employee may take compassionate leave for a particular permissible occasion as:
 - i. a single continuous 2 day period; or
 - ii. 2 separate periods of 1 day each; or
 - iii. any separate periods to which the employee and Bupa agree.
- d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persist.
- e) Payment for compassionate leave (other than for casual employees):
If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, Bupa must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

f) For casual employees, compassionate leave is unpaid leave.

35.4 Notice for personal/ carer's leave and compassionate leave

- a) An employee must give Bupa notice of the taking of leave under this clause by the employee. This notice:
- i. must be given to the employee's manager as soon as practicable (which may be a time after the leave has started); and
 - ii. must advise the manager of the period, or expected period, of the leave.
- b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

35.5 Requirement of a medical certificate and/or the production of reasonable proof:

- a) If any personal leave absence due to illness exceeds two consecutive working days, the employee is required to provide a medical certificate, or a statutory declaration indicating the need for such leave and covering the total period of the absence.
- b) If an employee's absence to provide care or support to a member of their immediate family, or household exceeds two consecutive days, the employee is required to provide evidence that would satisfy a reasonable person of the need to take such leave.
- c) If an employee's absence due to family and domestic violence exceeds two consecutive days, the employee is required to provide evidence in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family or Domestic Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- d) If an employee intends to take compassionate leave, the employee will, if required by the employer, provide evidence that would satisfy a reasonable person of the need to take such leave.
- e) Notwithstanding (a), Bupa may require an employee to provide a medical certificate or statutory declaration where the absence:
- i. is immediately before, during or after a period of annual leave or a public holiday; or
 - ii. is immediately before or after a day the employee is not rostered to work; or
 - iii. has been on 4 separate occasions or more within the 3 month period.

35.6 Employees experiencing personal difficulties

- a) Bupa is committed to providing support, including access to special leave, to employees experiencing personal difficulties such as family and domestic violence, depression and addiction and deals confidentially with any personal Information provided by an employee.
- b) Whilst employees will be able to access Personal Leave under this agreement for some personal difficulties, Bupa will also favourably consider requests for flexible working arrangements (see clause 38 below), subject to operational requirements, including changes to working times and leave without pay.
- c) Bupa will also ensure that employees and their families have access to professional support through the company employee assistance program.

35.7 "Make up" pay

- a) In addition, an employee may use accrued personal/carer's leave whilst on leave and receiving workers' compensation payments, only where his or her workers' compensation payments are less than his or her normal full pay. In this case, a personal/ carer's leave entitlement may be used to "make up" the difference between the base rate of pay and the workers' compensation payment. An employee who receives such "make up" pay will have their personal/carer's leave balance reduced according to the amount they are paid.
- b) Bupa may withhold this "make up" pay if it determines that an employee is not genuinely participating in a return to work plan or is otherwise not genuinely trying to return to work (for example, if an employee is not attending return to work meetings).

36. Long service leave

- 36.1 For long service leave falling due prior to 20 February 1981, see Long Service Leave Act 1955. For long service leave falling due after 20 February 1981, the following provisions shall apply:
- 36.2 An employee's entitlement to Long Service Leave shall be in accordance with the provisions of the Long Service Leave Act 1955 (NSW) and the provisions below to the extent the following are more beneficial. The Act provides minima which cannot be reduced.
- 36.3 Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- 36.4 Such leave shall be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon

as practicable" shall mean that leave is taken by the employee within 12 months of the date that the leave falls due. The leave is to be taken in one continuous period unless the employer and employee agree otherwise.

36.5 Notwithstanding anything contained elsewhere in this clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the employer and employee may agree that the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

36.6 Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to long service leave as follows:

- a) For the first five years' service: one month.
- b) For the next ten years' service: a proportionate amount calculated on the basis of one month for each additional five years.

For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

- c) For all subsequent service: a proportionate amount calculated on the basis of 1.5 months for each additional five years.

For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

36.7 Subject to sub-clause 36.2 to 36.5 above, where an employee has acquired a right to long service leave, then:

- a) If, before such leave has been entered upon, the employment of such employee has been terminated, such employee shall be entitled to receive the monetary value of the leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
- b) If such employee dies and any long service leave:
 - i. to which the employee was entitled has not been taken, or
 - ii. accrued upon termination of the services of the employee by reason of the employee's death and has not been taken,

Bupa shall upon request by the employee's authorised personal representative pay to the employee's estate in full the ordinary pay that would have been payable to the

employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

36.8 For the purpose of this clause 36:

- a) Continuous service with Bupa shall include service with a predecessor of Bupa (e.g. Amity).
- b) One month equals four and one-third weeks.
- c) Continuous service shall be deemed not to have been broken by:
 - i. absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - ii. any period of absence on leave without pay not exceeding six months.

36.9 Where any employee has been granted a period of long service leave prior to the coming into force of this agreement, the amount of such leave shall be debited against the amount of leave due under this agreement.

36.10 Except where the total actual service is less than five years, all service at the Griffith facility shall be counted as one and one-half times the actual time served.

36.11 Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in sub-clauses 36.2 to 36.5 and 36.9 above. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.

36.12 Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

36.13 An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.

37. Community service leave

37.1 Community service leave is provided for in the NES and provides for leave in the event of an eligible community service activity. Where the leave is for jury service purposes, an employee (other than a casual employee) may be entitled to be paid at base rates for ordinary hours during the period of jury service, up to 10 days maximum and subject to the FW Act. Leave for a voluntary emergency management activity is unpaid leave.

37.2 An employees' absence in relation to community service leave (other than jury leave) must be reasonable. An employee must provide their manager with notice of this leave as soon

as practicable and that notice must specify the expected period of the leave. Bupa may request evidence in support of an employee's application for leave.

38. Parental leave

Parental leave is provided for in the NES. This clause provides an additional paid entitlement.

38.1 Paid Entitlement

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

38.2 Primary Carer leave

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

38.3 Secondary Carer leave

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

38.4 Special Circumstances

- a) if during the period of BPPL the child dies, Bupa will continue to "top up" the GPPL for the balance of the BPPL period while they remain eligible in accordance with clause 37.1(b).
- b) If during the period of BPPL the adopted child leaves the care of the primary care giver, Bupa will cease to "top up" the GPPL in accordance with clause 38.1(b).
- c) if an employee ceases to be eligible for the GPPL or Dad and Partner Pay, they must inform Bupa of this immediately.

38.5 Future replacements of GPPL and Dad and Partner Pay

Should the federal government introduce a new scheme that replaces GPPL and/or Dad and Partner Pay, and should any new scheme provide less than 100% of an employee's ordinary rate of pay for at least 12 weeks (for Primary Carer Leave) or 2 weeks (for Secondary Carer Leave), Bupa will continue to pay eligible employees at least the difference between the National Minimum Wage and the employee's ordinary rate of pay for 12 weeks (for Primary Carer Leave) or 2 weeks (for Secondary Carer leave).

38.6 National Employment Standards

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

39. Requests for Flexible Working Arrangements

- 39.1 The National Employment Standards outline the circumstances and processes which an employee may use to request changes to their working arrangements. Examples of

changes in working arrangements include changes in hours of work, changes in patterns of work and changes in the location of work.

39.2 The right to request specifically covers employees who:

- a) are parents or carers of school age (or younger) children;
- b) are carers (within the meaning of the Carer Recognition Act 2010);
- c) have a disability;
- d) are 55 years of age or older;
- e) are experiencing violence from a family member; and / or
- f) are supporting a member of their immediate family or household who requires care or support because the member is experiencing violence from a family member.

39.3 An employee who is returning to work after leave relating to the birth or adoption of a child may request part time employment to assist the employee to care for the child.

39.4 To be eligible to make a request:

- a) An employee other than a casual employee must have completed 12 months continuous service with Bupa Immediately prior to making the request;
- b) A casual employee must be a long term casual employee (i.e. have been employed by Bupa on a regular and systematic basis for a sequence of periods of at least 12 months) and have a reasonable expectation of continuing regular and systematic employment with Bupa.
- c) A request for changed working arrangements must be in writing, setting out the details of the change sought and of the reasons for the change.
- d) Bupa must respond to requests in writing within 21 days, stating if Bupa grants or refuses the request. If the request is refused the written response must include details of the reasons for the refusal.
- e) Bupa may only refuse a request on reasonable business grounds (as defined in s.65(5A) of the FW Act).

40. Transfer of business

In the event of there is a transfer of business (as defined In the FW Act), Bupa will use reasonable endeavours to request that the entity to which the business is transferred continues to employ employees covered by this Agreement on terms which are on the whole no less favourable and that employees' accrued benefits are transferred to the new employer. However, the parties acknowledge that the decision on these issues will not be

Bupa's.

41. No extra claims

- a) The parties to this Agreement agree that throughout the life of this Agreement there will be no further claims in relation to the terms and conditions of the employees to whom it applies.
- b) If a disagreement occurs, the parties will follow the dispute resolution procedure as per clause 8 (Dispute Resolution) of this Agreement.

42. Attendance at Meetings and Fire Drills

- a) 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), shall be entitled to be paid either the "ordinary rate" for the actual time spent in attendance at such practices or if the employee has worked in excess of the rostered daily ordinary hours of work, then they will be paid overtime as per clause 29.
- b) Any employee required to attend Workplace 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 either the ordinary rate for the actual time spent in attendance at such meetings or if the employee has worked in excess of the rostered daily ordinary hours of work, then they will be paid overtime as per clause 29.

43. Entire agreement

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

44. Notice Board

Bupa shall permit a notice board of reasonable dimensions to be erected in a prominent position, upon which union representatives shall be permitted to post union notices.

45. Workplace Representatives

- a) Bupa and the union signatories to this agreement (NSWNMA, ANMF (NSW Branch) and HSU NSW Branch) are committed to an environment of positive employment relations.
- b) In accordance with the provisions of the FW Act, Bupa acknowledges and supports the role that democratically elected workplace delegates undertake in the workplace.

- c) Workplace delegates will, upon applications in writing to Bupa and subject to operational convenience, be granted up to five days per calendar year unpaid leave to attend union training, workshops, courses, seminars and/or conferences. Bupa will not unreasonably withhold approval.
- d) For the purposes of this clause "workplace delegate" Includes HSU NSW Branch and NSWNMA, ANMF (NSW Branch) workplace representatives.

46. Replacement of this agreement

The union signatories to this agreement (the NSWNMA, ANMF (NSW Branch) and HSU NSW Branch) and Bupa agree that, no later than 3 months prior to the nominal expiry date of this agreement, they will commence discussions in relation to replacing this agreement.

Signing page 1 of 2

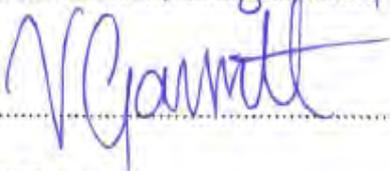
Signed for and on behalf of Bupa Aged Care Australia Pty Ltd
ABN 74 082 931 575 by:

Full Name (please print): Vesna Carnett

Title and explanation of authority to sign this Agreement:

People Director

Address: 255 George St, Sydney

Signature: 

Date: 28/08/2018

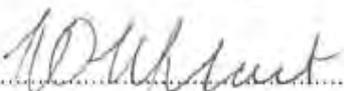
Signed for and on behalf of the employees covered by this Agreement by:

Full Name (please print): Louise Oliphant

Title and explanation of authority to sign this Agreement:

Clinical Care Manager

Address: 68-74 Bligh St Tamworth 2340

Signature: 

Date: 29/8/2018

Brett Holmes

.....
Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

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WITNESS
Margaret Mary Potts
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Coral Levett

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Coral Vicky Levett
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

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WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE A – WAGE RATES & ALLOWANCES

TABLE 1: WAGE RATES

All wage rates are effective the first full pay period on or after 1 July in the respective year.

Registered Nurses

Classification		1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	Level	3.2%	3.1%	3.0%	3.0%
Level 1	Year 1	\$29.86	\$30.79	\$31.71	\$32.66
	Year 2	\$31.31	\$32.29	\$33.25	\$34.25
	Year 3	\$32.87	\$33.89	\$34.91	\$35.96
	Year 4	\$34.42	\$35.49	\$36.55	\$37.65
	Year 5	\$35.96	\$37.07	\$38.18	\$39.33
	Year 6	\$37.73	\$38.90	\$40.06	\$41.26
	Year 7	\$39.19	\$40.41	\$41.62	\$42.87
Level 2 (clinical nurse specialist)	Year 1	\$40.74	\$42.00	\$43.26	\$44.56
Level 3 (nurse educator)	Year 1	\$43.29	\$44.63	\$45.97	\$47.35
	Year 2	\$44.47	\$45.85	\$47.22	\$48.64
	Year 3	\$45.52	\$46.93	\$48.34	\$49.79
	Year 4	\$47.81	\$49.29	\$50.77	\$52.29
					\$0.00
Nurse Practitioner / Clinical Nurse Consultant		\$47.94	\$49.43	\$50.91	\$52.44

Enrolled Nurses

Classification		1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	Level	3.2%	3.1%	3.0%	3.0%
Enrolled Nurse (with notation)	Pay point 1	\$25.45	\$26.24	\$27.02	\$27.83
	Pay point 2	\$25.94	\$26.75	\$27.55	\$28.38
	Pay point 3	\$26.28	\$27.10	\$27.91	\$28.75
	Pay point 4	\$26.80	\$27.63	\$28.46	\$29.31
	Pay point 5	\$27.34	\$28.18	\$29.03	\$29.90
					\$0.00
Enrolled Nurse	Pay point 1	\$28.41	\$29.29	\$30.17	\$31.08
	Pay point 2	\$28.69	\$29.58	\$30.47	\$31.38
	Pay point 3	\$28.98	\$29.87	\$30.77	\$31.69
	Pay point 4	\$29.52	\$30.44	\$31.35	\$32.29

Assistants in Nursing

Classification		1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	Level	3.2%	3.1%	3.0%	3.0%
Assistant in Nursing	Year 1	\$21.24	\$21.90	\$22.56	\$23.24
	Year 2	\$21.86	\$22.53	\$23.21	\$23.91
	Year 3	\$22.47	\$23.17	\$23.86	\$24.58
	Year 4	\$23.11	\$23.82	\$24.54	\$25.28
Assistant in Nursing Cert 3	Pay point 1	\$23.14	\$23.86	\$24.58	\$25.32
	Pay point 2	\$23.32	\$24.04	\$24.76	\$25.50
	Pay point 3	\$23.50	\$24.23	\$24.95	\$25.70
Assistant in Nursing Team Leader		\$25.45	\$26.24	\$27.02	\$27.83

Aged Care Employees

Classification	Job / NAPSA Class	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
		3.2%	3.1%	3.0%	3.0%
Aged Care Level 1	General Services Officer Grade 1 Adult (laundry hand)	\$20.55	\$21.19	\$21.82	\$22.47
Aged Care Level 2	Clerk Grade 1 1st Year	\$21.30	\$21.96	\$22.62	\$23.30
	General Services Officer Grade 1 Adult (laundry hand)	\$21.34	\$22.00	\$22.66	\$23.34
	General Services Officer Grade 2 (cleaner, assistant gardener, food services assistant)	\$21.34	\$22.00	\$22.66	\$23.34
	General Services Officer Grade 2 Adult (Assistant cook, handyperson / maintenance unqualified)	\$21.39	\$22.05	\$22.72	\$23.40
	Building Officer	\$21.41	\$22.08	\$22.74	\$23.42
	Personal Care Assistant Grade 1	\$21.34	\$22.00	\$22.66	\$23.34
Aged Care Level 3	Clerk Grade 1 2nd	\$22.07	\$22.76	\$23.44	\$24.14

	Year				
	Clerk Grade 1 3rd Year	\$22.14	\$22.83	\$23.51	\$24.22
	Clerk Grade 1 4th Year	\$22.21	\$22.90	\$23.59	\$24.30
	Clerk Grade 1 5th Year	\$22.24	\$22.93	\$23.62	\$24.33
	Clerk Grade 2 1st Year Receptionist	\$22.47	\$23.17	\$23.87	\$24.59
	Clerk Grade 2 2nd Year Receptionist	\$22.89	\$23.60	\$24.31	\$25.04
	Personal Care Assistant Grade 2	\$22.09	\$22.78	\$23.46	\$24.16
	Cook Grade B	\$22.23	\$22.92	\$23.61	\$24.32
	Motor Vehicle Driver (<3 ton / First aid Cert)	\$22.21	\$22.90	\$23.59	\$24.30
	Recreation Activities Officer - 1st Year	\$22.24	\$22.93	\$23.62	\$24.33
	Recreation Activities Officer - 2nd Year	\$22.24	\$22.93	\$23.62	\$24.33
	Recreation Activities Officer – 3 rd Year	\$22.44	\$23.14	\$23.83	\$24.54
Aged Care Level 4	Clerk Grade 3 1st Year	\$23.43	\$24.15	\$24.88	\$25.63
	Clerk Grade 3 2nd Year	\$23.89	\$24.63	\$25.37	\$26.13
	Clerk Grade 4 (non-supervisory) 1st Year	\$24.34	\$25.09	\$25.84	\$26.62
	Clerk Grade 4 (non-supervisory) 2nd Year	\$24.74	\$25.50	\$26.27	\$27.06
	General Services Grade 4 1st Year	\$22.43	\$23.13	\$23.82	\$24.53
	General Services Grade 4 2nd Year	\$22.48	\$23.18	\$23.88	\$24.60
	General Services Grade 4 3rd Year	\$22.51	\$23.21	\$23.91	\$24.63
	Personal Care Assistant Grade 3	\$22.30	\$22.99	\$23.68	\$24.39
	Cook Grade A	\$22.51	\$23.21	\$23.91	\$24.63
Aged Care Level 5	Chef 1st Year	\$23.24	\$23.96	\$24.67	\$25.41
	Chef 2nd Year	\$23.28	\$24.00	\$24.72	\$25.46
	Maintenance Supervisor (non-	\$23.90	\$24.64	\$25.38	\$26.14

	trade)(not in charge)				
	Physio Aide	\$22.80	\$23.51	\$24.22	\$24.95
Aged Care Level 6	Maintenance Supervisor (non-trade)(in charge)	\$25.12	\$25.90	\$26.67	\$27.47
	Maintenance Supervisor (trade)(not in charge)	\$25.12	\$25.90	\$26.67	\$27.47
Aged Care Level 7	Clerk Grade 5 1st Year	\$25.11	\$25.89	\$26.66	\$27.46
	Clerk Grade 5 2nd Year	\$25.53	\$26.32	\$27.11	\$27.92
	Chef (Food Services Supervisor) / Catering Officer 1st Year	\$24.89	\$25.66	\$26.43	\$27.22
	Chef (Food Services Supervisor) / Catering Officer 2nd Year	\$24.94	\$25.71	\$26.48	\$27.27
	Maintenance Supervisor (trades)(in charge)	\$26.40	\$27.22	\$28.04	\$28.88

Health Professional Employees

	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
	3.2%	3.1%	3%	3.0%
Health Professional Employee level 2 – Pay Point 1	\$30.24	\$31.18	\$32.11	\$33.07
Health Professional Employee level 2 – Pay Point 2	\$30.50	\$31.45	\$32.39	\$33.36
Health Professional Employee level 2 – Pay Point 3	\$31.65	\$32.63	\$33.61	\$34.62
Health Professional Employee level 2 – Pay Point 4	\$32.91	\$33.93	\$34.95	\$36.00

Table 2: ALLOWANCES

All allowances are effective the first full pay period on or after 1 July in the respective year.

Nursing Employees

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
In Charge Allowance (RN level 1 only) less than 100 beds	\$24.61	\$25.38	\$26.14	\$26.92
In Charge Allowance (RN level 1 only) more than 100 beds	\$39.66	\$40.89	\$42.12	\$43.38
In Charge Allowance (RN level 1 only) – shift in a ward	\$24.61	\$25.38	\$26.14	\$26.92
On Call Allowance – Monday to Friday	\$25.67	\$26.46	\$27.26	\$28.08
On Call Allowance – Saturday	\$38.68	\$39.88	\$41.08	\$42.31
On Call Allowance – Sunday, public holiday, non-rostered day	\$45.12	\$46.52	\$47.91	\$49.35
On Call during scheduled meal break	\$11.87	\$12.24	\$12.61	\$12.99
Clothing & Equipment – Uniform Allowance, hourly rate	\$0.32	<i>Will be increased in line with the relevant CPI adjustment factor</i>		
Clothing & Equipment – Uniform Allowance, weekly rate	\$12.16			
Clothing & Equipment – Laundry Allowance, hourly rate	\$0.12			
Clothing & Equipment – Laundry Allowance, weekly rate	\$4.56			
Meal Allowance – Standard rate	\$13.01			
Meal Allowance – Overtime rate	\$11.72			
Travel – Vehicle Allowance per kilometre	\$0.87			

Aged Care and Health Professional Employees

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
Leading Hand Allowance 2 – 5 employees	\$25.08	\$25.85	\$26.63	\$27.43
Leading Hand Allowance 6 – 10 employees	\$35.80	\$36.91	\$38.02	\$39.16
Leading Hand Allowance 11 – 15 employees	\$45.20	\$46.60	\$48.00	\$49.44
Leading Hand Allowance 16 or more employees	\$55.24	\$56.96	\$58.67	\$60.43
Nauseous Allowance (per hour or part thereof)	\$0.46	\$0.48	\$0.49	\$0.50
Nauseous Allowance (maximum per week)	\$2.54	\$2.62	\$2.70	\$2.78
Grandfather broken shift	\$10.53	\$10.85	\$11.18	\$11.52
Clothing & Equipment – Uniform Allowance, hourly rate	\$0.17	<i>Will be increased in line with the relevant CPI adjustment factor</i>		
Clothing & Equipment – Uniform Allowance, weekly rate	\$6.46			
Clothing & Equipment – Laundry Allowance, hourly rate	\$0.04			
Clothing & Equipment – Laundry Allowance, weekly rate	\$1.52			
Meal Allowance – Standard rate	\$13.01			
Meal Allowance – Overtime rate	\$11.72			
Tool Allowance – Weekly rate	\$11.45			
Travel – Vehicle Allowance per kilometre	\$0.87			

Health Professional Employees

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
On Call Allowance – Monday to Friday	\$20.30	\$20.93	\$21.56	\$22.21
On Call Allowance – Saturday	\$32.30	\$33.33	\$34.36	\$35.39
On Call Allowance – Sunday or public holiday	\$40.50	\$41.76	\$43.01	\$44.30
Occasional Interpreting Allowance – per occasion	\$1.04	\$1.08	\$1.11	\$1.14
Occasional Interpreting Allowance – per week	\$11.93	\$12.30	\$12.67	\$13.05

SCHEDULE B – CLASSIFICATIONS

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

1. Nursing employees

Assistant in Nursing (previously Nursing Assistant)

Assistant in Nursing, means an employee, other than one registered pursuant to the provisions of the Board who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is to assist an RN or EN in the provision of nursing care to persons.

Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- 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
- assisting a registered nurse, enrolled nurse or an employee with a Certificate IV qualification in the course of their duties.

Assistant in Nursing Team Leader

Assistant In Nursing Team Leader means an employee who holds at least a Certificate Level III in Aged Care Work or other appropriate qualifications/experience acceptable to Bupa who is designated by Bupa as having the responsibility for co-ordinating the work of other AINs and/or performing specialist functions such as but not limited to orientation of new staff, mentoring, fire-safety, training, specialist wound care, continence management, infection control or palliative care under RN/EEN supervision.

Enrolled nurse (with notation) means a person enrolled by the Board as such but who has the following notation on their license: "Does not hold Board-approved qualifications in the administration of medications". An employee will be appointed based on training and experience.

The employee is required to demonstrate some of the following in the performance of their work:

- An ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- Observation skills to recognise and report deviations from stable conditions;
- 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
- Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled nurse

An Enrolled Nurse is a person enrolled by the Board as such who does not have a notation "Does not hold Board-approved qualifications in the administration of medications" on their license.

Enrolled Nurses (with-notation) have the same skill indicators as Enrolled Nurses.

Enrolled nurse – pay point 1

Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed. An employee will be appointed based on training and experience including:

- 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
- 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
- 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.

Skill indicators

The employee has limited or no practical experience of current situations; and

The employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled nurse – pay point 2

Pay point 2 refers to the pay point to which an EN has been appointed. An employee will be appointed to this pay point based on training and experience including:

- 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
- 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
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

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

Enrolled nurse – pay point 3

Pay point 3 refers to the pay point to which an EN has been appointed. An employee will be appointed to this pay point based on training and experience including:

- 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
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- 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
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled nurse-pay point 4

Pay point 4 refers to the pay point to which an EN has been appointed. An employee will be appointed to this pay point based on training and experience including:

- 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
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psycho-social needs of individual/groups

Enrolled nurse – pay point 5 (relevant to Enrolled Nurses (with notation) only)

Pay point 5 refers to the pay point to which an EN has been appointed.

An employee will be appointed to this pay point based on training and experience including:

- 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
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

- The employee is required to demonstrate some of the following in the performance of their work:
- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

REGISTERED NURSES

Registered nurse – Level 1 (RN1)

An employee at this level performs their duties:

- according to their level of competence; and
- under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting

Registered nurse – Level 2 (RN2)

An employee at this level:

- holds any other qualification required for working in the employee's particular practice setting; and
- 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.

An employee at this level may also be known as a Clinical nurse.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification. Duties of a Level 2 nurse will substantially include, but are not confined to:

- 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;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse – Level 3 (RN3)

An employee at this level:

- holds any other qualification required for working in the employee's particular practice setting; and
- 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.

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

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:

Duties of a Clinical nurse consultant will substantially include, but are not confined to:

- 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;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- 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;
- 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
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a Nurse manager will substantially include, but are not confined to:

- 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;
- staff selection and education
- allocation and rostering of staff;

- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- 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
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

Duties of a Nurse educator will substantially include, but are not confined to:

- 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;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Nurse Practitioner

A Nurse practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse practitioner

- 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.
- 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.

Scope of practice

The scope of practice of the Nurse practitioner is determined by the context in which:

- the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and

- the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

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.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

2. Aged care employees

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.

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk	Food services assistant
Laundry hand	
Cleaner	
Assistant gardener	

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.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (between 3 months and less than 1 years' service) Laundry hand Cleaner Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)	Food services assistant	Personal care worker grade 1

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.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Personal care worker grade 2 Recreational/Lifestyle activities officer (unqualified)

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.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior cook (trade)	Personal care worker grade 3

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 and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;

- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4 Physio Aide

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.

Indicative tasks performed at this level are:

General and administrative services	Food services
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

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.

Indicative tasks performed at this level are:

General and administrative services	Food services	Personal care
Clerical supervisor	Chef /Food services supervisor	Personal care worker grade 5
Interpreter (qualified)		
Gardener superintendent		
General services supervisor		

3. Health Professional Employees

Health Professional level 2 – Physiotherapist

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.

Annexure A



Bupa Aged Care Australia Pty Ltd
Level 16, 33 Exhibition Street
Melbourne 3000
www.bupa.com.au

13 December 2018

Fair Work Commission
Level 4, 11 Exhibition Street
Melbourne, Victoria, 3000
Email: member.assist@fwc.gov.au

UNDERTAKING

AG2018/3457 – Application for approval of the Bupa Aged Care Australia Pty Limited ACT Enterprise Agreement 2018 (“Agreement”)

Further to the lodgement of the Agreement on behalf of Bupa Aged Care Australia Pty Ltd (“Bupa”), I undertake that while the Agreement is in operation:

1. In addition to clause 29.2, if the employee requests at any time to be paid for overtime instead of taking time off, Bupa will provide payment in the next pay period following the request at the overtime rate applicable to when the overtime was worked;
2. The minimum engagement period for a casual health professional employee is taken to be three hours (instead of two hours) with respect to clause 10(f);
3. An employee other than a nursing employee who relieves another employee in a higher classification than the one in which they are ordinarily employed for a minimum of two hours will be paid at the higher rate, under clause 31;
4. An aged care employee who is authorised to work overtime on a Saturday will be paid double time for all hours worked instead of the rates specified in clause 29.1; and
5. The on-call allowance under clause 16.5(b) for a health professional employee is taken to be \$32.30 (not \$20.30) where the on-call period is on a Saturday.

I make these undertakings in accordance with section 190 of the Act and confirm that Bupa understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act.

A handwritten signature in black ink, appearing to read "V. Garnett".

Signed:
Name: Vesna Garnett
Position: People Director, Bupa Aged Care Australia Pty Ltd