

FWC approves your new agreement

Dear Member,

Recently, the Fair Work Commission approved your new enterprise agreement. This means that the agreement will be in operation next week and will be enforceable by the HSU for all HSU members.

The Commission approved the agreement only after Bupa had to make several important commitments to ensure it met the legal requirements for approval.

Those commitments (known as undertakings) included:

- Guaranteeing your right to request payment for overtime worked, at overtime rates, instead of time off in lieu;
- Committing to a minimum payment of 4 hours, if you are recalled to work when you're on call;
- Ensuring that you will be paid higher duties if you act up for 2 hours or more, instead of 2 days.

Attached to this email is a copy of the new agreement for you. Your agreement outlines your rights and conditions at work, so please have a read of it and keep a copy for yourself. If you have any questions, HSU members can contact the Member Service Division of the union for assistance.

Your pay increase

Your 3% wage increase has already been paid for 2018. Your next pay increase, also of 3%, will be paid in the first full pay period on or after July 1 2019, so keep your eye out for your increase.

Staying strong and united

As HSU members, we all work together to ensure that our rights are protected and that everyone is respected in the workplace. However, only HSU members can get help from the union with issues like underpayments or enforcement of the new enterprise agreement, so please talk to your colleagues and make sure that they are part of the union.

We are strongest when we are all together. If your colleagues aren't yet HSU members, ask them to join up today either online at www.hsu.asn.au/join or by calling 1300 478 679. Only when you're an HSU member are you part of the team campaigning for a fair workplace, and only HSU members are covered for assistance from the union, like our Member Services Division or our HSU journey insurance.

In unity,



Gerard Hayes
Secretary, HSU NSW/ACT/QLD



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Bupa Aged Care Australia Pty Ltd T/A Bupa; Bupa Aged Care
(AG2018/3457)

BUPA AGED CARE AUSTRALIA ACT ENTERPRISE AGREEMENT 2018

Aged care industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 12 DECEMBER 2018

Application for approval of the Bupa Aged Care Australia ACT Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Bupa Aged Care Australia ACT Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Bupa Aged Care Australia Pty Ltd T/A Bupa; Bupa Aged Care. The Agreement is a single enterprise agreement.

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

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

[4] I observe the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 11.2 – Notice of Termination; and
- Clause 10.4 – Casual Employee Definition.

However, noting clause 44 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Australian Nursing and Midwifery Federation (ANMF) and the Health Services Union (HSU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 December 2018. The nominal expiry date of the Agreement is 30 June 2020.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE501054 PR703092>

Annexure

A



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

22 November 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. Annual leave for nursing employees : -
 - a. All full-time and part-time nursing employees will receive a minimum of 5 weeks annual leave per annum (part-time employees will receive a pro rata entitlement); and
 - b. Bupa will apply the conditions in clause 31.1(d)(i) – (iii) to part-time employees on a pro rata basis, and clause 31.1(d)(iv) will have no effect.
2. Bupa will pay any Student Enrolled Nurses at the applicable modern award rates of pay instead of the rates listed in Schedule A – Wage Rates of the Agreement.
3. In addition to clause 28.2 – Time off instead of payment for overtime, the following conditions will also apply:
 - a. 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; and
 - b. If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, Bupa will pay the employee for the overtime at the overtime rate applicable to when the overtime was worked.
4. A minimum payment of four hours (instead of three hours) work at the appropriate overtime rate will apply under clause 28.4 – Recall to work when on call.
5. An aged care employee who relieves another employee in a higher classification than the one in which they are ordinarily employed for a minimum of two hours (instead of two days) will be paid at the higher rate, under clause 30 – Higher Duties of the Agreement.

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', with a stylized, cursive script.

Vesna Garnett
People Director, Bupa Aged Care Australia Pty Ltd

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 Pty Limited

ACT Enterprise Agreement 2018

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Part 1—Application and Operation

1. Title

This enterprise agreement is the Bupa Aged Care Australia ACT Enterprise Agreement 2018.

2. Introduction and purpose

This Agreement has been negotiated and agreed between Bupa, the Australian Nursing and Midwifery Federation (ACT Branch) and the Health Services Union New South Wales Branch.

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 accord with 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 (in accordance with clause 7 below) and cooperation at the workplace level between management and employees (and where the employee chooses, the employee's representative), 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 maximisation of productivity in all aspects of the business operations
- (g) the promotion of opportunities for permanent employment
- (h) to enable the company to apply flexible working arrangements that ensure that the workforce is rostered and allocated in accordance with the operational requirements of the business and this agreement

- (i) establishing and maintaining a safe and healthy workplace environment.

3. Commencement and transitional

This enterprise agreement will take effect 7 days from the date on which the Fair Work Commission approves it and will nominally expire on 30 June 2020.

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 the Bupa Aged Care Australia ACT Enterprise Agreement 2018

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

Award means an award or order made by the FWC (or its predecessors) or any other federal, state or territory tribunal

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

Bupa facilities means aged care facilities operated by Bupa

de facto partner:

- (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (ii) includes a former de facto partner of the employee.

employee means a person employed by Bupa

employer means Bupa

FWC means the Fair Work Commission or its successor

FW Act means the Fair Work Act 2009 (Cth), as amended from time to time

household member means a person whose principal place of residence is the same as that of the employee

immediate family means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

HSU means the Health Services Union New South Wales Branch

NAPSA means notional agreement preserving a State award and has the meaning in the FW Act

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

NMBA means the Nursing and Midwifery Board of Australia

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

Regulations means the Fair Work Regulations 2009, as amended from time to time

union means the ANMF, HSU or United Voice

- 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 ("**Bupa**"); and
- (b) All nursing employees and aged care employees of Bupa employed at Bupa facilities in the Australian Capital Territory and classified in Schedule B to this agreement.

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

- 5.2** This Agreement applies to all nursing employees and aged care employees of Bupa employed at Bupa facilities in the Australian Capital Territory and classified in Schedule B to this agreement.

- 5.3** The terms of this Agreement entirely replace and supersede the terms of any state, territory 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) Community and Aged Care Services (A.C.T) 2002;
- (d) Nurses Private Employment (A.C.T) 2002; and
- (e) Bupa Care Services Pty Limited ACT Enterprise Agreement 2014.

6. Flexibility term

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

(a) the agreement deals with one 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 the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

6.2 The employer 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 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer 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 The employer, 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, the employer must take measures, including translation of the proposal into the employee's native language, to ensure that the employee understands the proposal.

- 6.5** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.6** The employer 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 the employer 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) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

7.2 The employer 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.

If:

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

7.4 As soon as practicable after making its decision, the employer must:

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

(iii) any other matters likely to affect the employees.

- 7.5** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.6** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.7** If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 7.2, 7.3 and 7.4 are taken not to apply.
- 7.8** In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 7.9** In this term, *relevant employees* means the employees who may be affected by the major change.

8. Consultation about changes to rosters or hours of work

- 8.1** Bupa will consult with employees about changes to their regular roster or ordinary hours of work. In doing so, Bupa will notify the relevant employees of the proposed change; and
- 8.2** 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.
- 8.3** As soon as practicable after proposing to introduce the change, Bupa must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Bupa reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that Bupa reasonably believes are likely to affect the employees; and

- (c) 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).
- 8.4** However, Bupa is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.5** Bupa must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9. Dispute resolution**
- 9.1** If a dispute relates to:
 - (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- 9.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 9.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 9.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 9.5** The FWC may deal with the dispute in 2 stages:
 - (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, and provided the dispute does not concern workload management (clause 25 of this Agreement), the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
 - (c) if the FWC is unable to resolve the dispute at the first stage and the dispute concerns workload management (clause 25 of this Agreement), the parties may consent to FWC arbitrating the dispute
- 9.6** If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- 9.7** While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

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 76 hours per fortnight or an average of 76 hours per fortnight pursuant to clause 19.1 of this Agreement.

10.3 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than an average of 76 ordinary hours per fortnight and whose hours of work are set in accordance with clause 10.3(b) below.
- (b) Before commencing part-time employment, Bupa and the employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

- (c) The terms of the agreement may be varied by mutual 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.

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%.
- (c) The casual loadings payable under this Agreement compensate casual employees for other benefits to which they are not entitled (eg paid annual leave and paid personal / carer's leave) and, subject to clause 10.4(e) below, these loadings are paid in full satisfaction of any other loadings or extra payments (other than extra payments payable under this Agreement) to which casual employees may be entitled under any Award, industrial instrument, legislation, regulations or any other instrument.
- (d) A casual employee will be paid a minimum of three hours pay for each engagement.
- (e) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. However, separate arrangements apply for weekend work (see clause 26 below).
- (f) 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 permanent part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Bupa and the employee.
- (g) Bupa may consent to or refuse the request for conversion to permanent employment under paragraph (f) above, but shall not unreasonably withhold agreement to such a request.
- (h) 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 wilful misconduct is not entitled to notice of termination or payment in lieu of notice. However, the following notice periods apply to all other terminations at Bupa's initiative:

Employee's period of continuous	Period of notice *
---------------------------------	--------------------

service with Bupa at the end of the day the notice is given	
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 the employer 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 Bupa is in receipt of an approval, in writing, by the employee to withhold such monies.

12. Redundancy

12.1 Where the employment of an employee is terminated due to redundancy and the employee cannot be redeployed, Bupa shall provide the employee with notice or payment in lieu of notice in accordance with clause 11.1 above and shall pay the severance payments to which the employee is entitled under the NES. The NES provides for the following severance payments:

	Employee's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

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.

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. To avoid doubt, when determining which classification shall apply to a new employee, Bupa shall give genuine consideration to an employee's relevant prior service with another employer.

14. Minimum weekly wages

Each employee covered by this Agreement will be paid the appropriate salary for the employee's classification set out in Schedule A. The salary rates expressed in Schedule A will increase during the life of this Agreement in accordance with clause 15 below.

15. Wage increases and progression through pay points

The annual salaries set out in Schedule A shall increase during the life of this Agreement as follows:

First full pay period on or after...	Increase
1 July 2018	3.00%
1 July 2019	3.00%
1 July 2020	3.00%

*** Note:**

To avoid doubt, the above wage increases are also reflected in Schedule A.

16. Allowances

16.1 Payment for criminal history checks

Where Bupa requires an employee or a potential employee to undergo a criminal history check, Bupa will pay for that check in full.

16.2 Adjustment of expense related and non-expense related allowances

- (a) At the time of any adjustment to wages rates in this Agreement, each expense related allowance payable under this Agreement will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) All allowances payable under this Agreement which are not expense related (as described in clause 16.2(a)) will, from the first full pay period on or after 1 July 2018, be increased in accordance with the wage increase rates set out in clause 15 above.

16.3 Allowances – nursing employees

This clause 16.3 applies to nursing employees only, subject to clause 16.2 above.

- (a) Clothing and equipment
 - (i) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
 - (ii) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at

the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 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 \$12.70 in addition to any overtime payment as follows:
 - 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;
 - provided that where such overtime work exceeds four hours a further meal allowance of \$11.45 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 the employer 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:
 - between rostered shifts or ordinary hours Monday to Friday inclusive—\$21.89;
 - between rostered shifts or ordinary hours on a Saturday – \$32.52
 - between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work— \$38.06

- (ii) 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 \$0.78 per kilometre.
 - (ii) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
 - (iii) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.3(d)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- (e) In charge allowance
 - (i) A registered nurse who is in charge of a facility on any shift will be entitled to an allowance of \$35.95 per shift, in addition to all other payments and allowances payable under this Agreement.
 - (ii) Clause 16.3(e)(i) above will only apply to those registered nurses who received the in charge allowance from Bupa prior to 1 January 2010.

16.4 Allowances – aged care employees

This clause 16.4 applies to aged care employees only, subject to clause 16.2 above.

- (a) Clothing and equipment
 - (i) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
 - (ii) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 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, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

(b) Nauseous Allowance

An allowance of \$0.46 per hour or part thereof will be paid to an employee in any aged care classification if they have 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 sum of \$2.47 for work performed in any week.

(c) 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 table:

Leading hand in charge of:	Allowance
2-5 other employees	\$23.80
6-10 other employees	\$33.97
11-15 other employees	\$42.87
16 or more other employees	\$52.41

- (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.

(d) Meal allowance

- (i) An employee will be supplied with an adequate meal where Bupa has adequate cooking and dining facilities or be paid a meal allowance of \$12.70 in addition to any overtime payment as follows:
 - 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.
 - Provided that where such overtime work exceeds four hours a further meal allowance of \$11.45 will be paid.
- (ii) Clause 16.4(d)(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.

(e) Tool allowance

A tool allowance of \$11.00 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 the employer.

(f) 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 \$0.80 per kilometre.
- (ii) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (iii) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.4(f)(i) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

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.
- 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.
- 17.4** Where an employee has been underpaid and the employee requests an offline payment for the amount owing, Bupa will make that payment to the employee within 3 days of Bupa receiving the request.
- 17.5** Where an employee has been overpaid (any payment to which the employee is not entitled), Bupa will request authorisation from the employee to repay such monies owing in full within 3 days of the request or, if the employee is unable to fulfil this obligation to repay in full, the employee shall authorise repayment at a reasonable recovery rate having regard to the employee's circumstances.

18. Superannuation

- 18.1** 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.
- 18.2** Bupa will make such superannuation contributions to an employee's nominated superannuation fund for the benefit of an employee in accordance with superannuation legislation. Bupa will also make superannuation contributions on behalf of casual employees in accordance with superannuation legislation.

Part 5—Hours of Work and Related Matters

19. Ordinary hours of work

- 19.1** 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. For employees classified as aged care employees, these hours may be worked:
- (a) in a period of 28 calendar days of not more than 20 work days in a roster cycle; or
 - (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).
- 19.2** Ordinary hours of work will be either eight (8) hours on a day shift or ten (10) hours on a night shift.

19.3 The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

19.4 The hours of work on any day will be continuous except for meal breaks.

20. Span of hours

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

20.2 A shift worker 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.

21. Rostered days off

Employees, other than casual employees, will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive unless otherwise requested by the employee.

22. 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.

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

23.1 This clause will only apply to full time employees.

23.2 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 19, ADOs will be taken within 12 months of the date on which the first full ADO accrued.

23.3 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.

23.4 An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

24. Rostering

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

24.2 Employees will work in accordance with a fortnightly roster fixed by the employer.

24.3 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.

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

- 24.5** Seven days' notice of a change of roster will be given by the employer 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 (employees have the right to refuse to work altered hours under this revised roster if the alternative roster is unreasonable having regard to the factors listed in clause 28.1(a)-(h) below). Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the rostered day off instead will be as mutually agreed.
- 24.6** Provided that a part-time employee who agrees to work additional shifts in addition to those already rostered, or by mutual agreement works additional hours up to the daily ordinary hours of an equivalent full-time employee on a day or shift, will do so at ordinary rates up to 76 hours in a fortnight.

25. Workload Management

25.1 Staff Replacement and Workload

- (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 all sub-clauses in clause 25.
- (c) The appropriate manager (however titled) will ensure that any workload issues, including leave replacement, are raised regularly in staff meetings. Manager's 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.

25.2 Provision of nursing services

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

- (a) Unplanned vacancies (e.g. sick leave, annual leave during school breaks)
- (b) The vacant shift/s will be offered to existing Registered Nurse employees as additional shifts; and if not filled
- (c) The vacant shift/s will be offered to existing Registered Nurse bank or casual employees; and if not filled
- (d) 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.
- (e) Subject to the unplanned vacant shift/s not being filled by the employer, having followed the preceding practical efforts, the vacant shift/s will be offered to an existing Enrolled Nurse employee in accordance with clause 25.4.

25.3 Long term vacancies

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

- (a) 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.
- (b) Where the employer follows the 'practical efforts' noted at clause 25.2, they shall not be in breach of this provision.

26. Saturday and Sunday work

- (a) 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 (however, employees employed in AIN classifications shall receive a rate of double time on Sundays and aged care employees will receive 175% of the ordinary rate for work on Sundays. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29 of this Agreement.
- (b) Casual employees who work on weekends will be paid in accordance with clause 26(a). For aged care employees employed on a casual basis, the rates prescribed in clause 26(a) will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4(b). Nursing employees employed on a casual basis will receive the weekend loading in clause 26(a) above calculated on the ordinary rate of pay set out in Schedule A excluding the casual loading, with the casual loading in clause 10.4(b) of the Agreement then added to that amount.

27. Breaks

27.1 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 employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

27.2 Tea breaks

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

28. Overtime

28.1 Overtime penalty rates

Hours worked by any employee at the request of Bupa, in excess of the ordinary hours (76 hours per fortnight) are to be paid as follows:

- Monday to Saturday – time and a half for the first two hours and double time thereafter (save that aged care employees who work authorised overtime on a Saturday will be paid at the rate of double time for all such overtime work);
- Sunday – double time; and
- Public holidays–double time and a half.

A part-time employee who works hours that are in excess of the daily ordinary hours of an equivalent full-time employee on a day or shift, or works additional shifts is entitled to be paid at overtime rates for that work, but is not entitled to overtime rates where the additional hours are worked by mutual agreement in accordance with clause 24.6.

An employee must not be required to work unreasonable overtime. In determining whether additional hours are reasonable or unreasonable for the purposes of this clause, the following must be taken into account:

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the employer of any request or requirement to work the additional hours;
- (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works; and
- (h) the nature of the employee's role, and the employee's level of responsibility.
- (i) Overtime rates under this clause 27 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29—Shiftwork.

28.2 Time off instead of payment for overtime

- (a) By agreement between the employer 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.

28.3 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 the employer, 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.

28.4 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.

28.5 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 three hours work at the appropriate overtime rate.

28.6 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 the employer's premises will be paid for a minimum of three hours work 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 three hours if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

29. Shiftwork

29.1 Shift penalties – nursing employees

- (a) This clause applies only to employees classified as nursing employees.
- (b) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (c) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (d) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (e) For the purposes of this clause:
 - (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and

(ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

(f) 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 by clause 26—Saturday and Sunday work and clause 32- Public holidays applies.

29.2 Shift allowances and penalty rates – aged care employees

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.

(a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10%

(b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5%

(c) Night shift commencing at 4.00 pm and before 4.00 am—15%

(d) Night shift commencing at 4.00 am and before 6.00 am—10%

30. Higher duties

An employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for two days or more.

Part 6—Leave and Public Holidays

31. Annual leave

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

31.1 Quantum of annual leave

(a) All full time employees covered by this Agreement are entitled to the equivalent of 4 weeks' annual leave per annum in total. Part time employees are entitled to a pro rata amount of annual leave based on this amount.

(b) In addition to the entitlements in the NES, a "shiftworker" (defined in clause 31.1(c) and (d) below) is entitled to additional annual leave on the same terms and conditions.

(c) For aged care employees only - For the purposes of this Agreement, a shiftworker is entitled to an extra 1 week of annual leave. A shiftworker is defined as an employee who:

(i) is regularly rostered to work their ordinary hours outside the hours of 6.00am to 6.00pm Monday to Friday; and/or

(ii) works for more than four ordinary hours on 10 or more weekends.

For the purpose of the clause 31.1(c), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

- (d) For nursing employees only - For the purposes of this Agreement, a shiftworker is entitled to extra amounts of annual leave as follows:
- (i) A full-time employee who normally works shift work and/or at weekends and who is not required to work on public holidays shall be entitled to five weeks annual leave in total.
 - (ii) A full-time employee who does not normally work shift work and/or at weekends and who does not get public holidays shall be entitled to six weeks annual leave in total.
 - (iii) A full-time employee who normally works shift work and/or at weekends and who does not get public holidays shall be entitled to seven weeks annual leave in total.
 - (iv) A part-time employee who normally works shift work and/or at weekends shall be entitled to five weeks annual leave (pro rated according to their part time hours).

31.2 Taking of leave

An employee may apply for annual leave at any time, however, employees are encouraged to apply for annual leave within six months of the employee becoming entitled to annual leave of more than five weeks. Where an employee's application for annual leave is not approved, Bupa will consult with the employee to determine a mutually convenient alternative time for the employee to take the leave.

31.3 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.

31.4 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.

31.5 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave (inclusive of annual leave loading).

31.6 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.

31.7 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 4 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 4 weeks.

31.8 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.

32. Public holidays

Public holidays are provided for in the NES. To avoid doubt, Bupa will recognise all public holidays gazetted in the Australian Capital Territory as public holidays or as declared by the appropriate ACT Minister to be a public holiday in accordance with the Holidays Act 1958.

32.1 Payment for work done on public holidays

All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time and a half of their ordinary rate of pay.

32.2 Public holiday substitution

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

32.3 Public holidays occurring on rostered days off

All full-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.

32.4 Accrued days off on public holidays

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

33. Ceremonial leave

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

34. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES. These entitlements are summarised below.

- (a) Personal / carer's leave accrues progressively throughout the year according to the employee's ordinary hours of work, at the rate of 10 days per year of service (pro rata for part time employees).
- (b) 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 personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
- (c) Employees are also entitled to access 2 days of unpaid carer's leave for each permissible occasion, provided that the employee has exhausted their entitlement to paid carer's leave.
- (d) To access paid personal / carer's leave, the employee must give Bupa:
 - (i) notice of the taking of leave as soon as practicable;
 - (ii) advice of the expected duration of the leave; and
- (e) Three (3) days of personal/carer's leave per year may be taken without the provision of supporting medical evidence provided they do not precede or follow a public holiday. These days can be taken consecutively or on separate occasions.
- (f) Any personal/carer's leave taken in excess of 3 days within a year, or that precedes or follows a public holiday, must be supported by a certificate from a registered health practitioner who is registered or licensed under a law of a State or Territory.
- (g) An employee is entitled to 2 days of paid compassionate leave for each 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.
- (h) Bupa may require the employee to provide evidence in support of their application for compassionate leave.
- (i) Payments for personal / carer's leave and compassionate leave shall be at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (j) To avoid doubt, casual employees are not entitled to personal / carer's leave and compassionate leave, but may be granted unpaid leave.

35. 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) Bupa will allow employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements to use their accrued personal/carers leave for such purposes subject to clause 36(f) below.
 - (ii) Where personal/carer's leave entitlements in clause 35 are exhausted Bupa shall permit access to accrued Annual Leave and/or unpaid personal leave for the purposes of personal/carer's leave.
- (e) Casual employees will be granted unpaid personal leave for the purposes of clause 35(d) above.
- (f) If absence due to family and domestic violence exceeds two consecutive days, the employee may be required to provide evidence in the form of an agreed document issued by the Police Service, a Court, a Doctor, nurse, midwife or a Family or Domestic Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

36. Long service leave

Employees covered by this Agreement are entitled to long service leave in accordance with the Long Service Leave Act 1976 (Australian Capital Territory), as amended from time to time.

37. Community service leave

Community service leave is provided for in the NES.

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.
- (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

- (d) 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.
- (e) Bupa will “top-up” Government Paid Parental Leave (GPPL), providing up to 12 weeks of parental leave at the employee’s ordinary rate of pay, for primary care givers of a child or adopted child. The GPPL pay is based on the rate of the National Minimum Wage (currently \$694.90 per week before tax – this rate is reviewed annually) and is paid for a maximum of 18 weeks. Bupa will provide GPPL pay to employees directly (in their usual pay cycle) and will “top up” this payment so that for the first 12 weeks of their parental leave they receive their salary based on their ordinary rate of pay. Bupa will withhold Pay As You Go tax withholdings at the usual rate.
- (f) Payment is made at the regular pay period as per arrangements prior to the employee going on Parental Leave.
- (g) 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

- (h) 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.
- (i) Bupa will “top-up” the Government’s Dad and Partner Pay, providing up to 2 weeks of Secondary Carer Leave at the employee’s ordinary rate of pay. The Dad and Partner Pay is based on the rate of the National Minimum Wage (currently \$694.90 per week before tax – this rate is reviewed annually) and is paid for a maximum of 2 weeks. Bupa will provide Dad and Partner Pay to employees directly (in their usual pay cycle) and will “top up” this payment so that for up to 2 weeks of their parental

leave they receive their salary based on their ordinary rate of pay. Bupa will withhold Pay As You Go tax withholdings at the usual rate.

- (j) Payment is made at the regular pay period as per arrangements prior to the employee going on Parental Leave.
- (k) 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

- (l) 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 38.1(b).
- (m) 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).
- (n) 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 a new scheme be introduced during the life of this Agreement, the “top up” arrangements referred to elsewhere in this clause will cease and shall be replaced by the new scheme. That is, Bupa will immediately cease making “top up” payments upon the introduction of the new scheme.

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. Employees experiencing personal difficulties

- (a) Bupa is committed to providing support, including access to special leave, to employees experiencing personal difficulties such as 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 41), 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.

40. Trade union training leave

- (a) Bupa recognises the role unions play in the workplace and are committed to an environment of positive relations with unions.

- (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) Bupa shall allow a total of three days' paid leave per year per facility for appointed union workplace delegates to attend relevant training (eg occupational health and safety or workplace relations legislation training) conducted by their union. The time of leave will be as agreed between Bupa and the employee(s), after taking into consideration the operational requirements of the facility, the employee's preferences and the available date(s) for training.

41. Requests for flexible working arrangements

Employees covered by this Agreement may make requests for flexible working arrangements under the NES.

42. Training

Employees covered by this Agreement will be provided with relevant on-going training necessary for them to properly carry out their roles and responsibilities.

43. No extra claims

- (a) Bupa and the employees covered by this Agreement, the ANMF and United Voice, agree that throughout the life of this Agreement there will be no further claims pursued in relation to any matter.
- (b) If a disagreement occurs, the parties will follow the dispute resolution procedure as per clause 9 (Dispute Resolution) of this Agreement.

44. 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.

45. Availability of this Agreement

Copies of this Agreement will be made available to all employees covered by this Agreement.

46. Replacement of this Agreement

The ANMF, HSU and Bupa agree that, within 6 months of the nominal expiry date of this Agreement, they will commence discussions in relation to replacing this Agreement.

Signing page

Signed for and on behalf of Bupa Aged Care Australia Pty Ltd

ABN 74 082 931 575 by:

Full Name (please print): VESNA GARNETT

Title and explanation of authority to sign this Agreement:

PEOPLE DIRECTOR

Address: 255 GEORGE ST, SYDNEY

Signature: 

Date: 20/07/2018

Signed for and on behalf of the employees covered by this

Agreement by:

Full Name (please print): SHRIJANA GAUTAM

Title and explanation of authority to sign this Agreement:

CLINICAL CARE MANAGER

Address: 41 FREMANTLE DRIVE, STIRLING 2611 ACT

Signature: 

Date: 29/7/2018

Schedule A - Wage Rates

Classification (see Schedule B)			First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019	First full pay period on or after 1 July 2020
Agreement/Modern Award Classifications	Pre-reform Award Classifications	Pre 1 July 2018 \$	3.00% \$	3.00% \$	3.00% \$
Aged Care Employee – Level 1	Trainee Care Worker	21.55	22.20	22.86	23.55
Aged Care Employee – Level 2	Care Worker Grade 1	21.95	22.61	23.29	23.99
Aged Care Employee – Level 3	Care Worker Grade 2	22.16	22.82	23.51	24.21
Aged Care Employee – Level 4	Care Worker Grade 3	22.97	23.66	24.37	25.10
Aged Care Employee – Level 5	Care Worker Grade 4	23.05	23.74	24.45	25.19
Aged Care Employee – Level 6	Care Worker Grade 4	24.29	25.02	25.77	26.54
Aged Care Employee – Level 7	Care Worker Grade 4	24.73	25.47	26.24	27.02

Classification (see Schedule B)			First full pay period on or after 1 July 2018	First full pay period on or after 1 July 2019	First full pay period on or after 1 July 2020
Modern Award Classifications	Pre-reform Award Classifications	Pre 1 July 2018 \$	3.00% \$	3.00% \$	3.00% \$
Nursing Assistant – 1st year	Level 1	21.55	22.20	22.86	23.55
Nursing Assistant – 2nd year	Level 1	21.95	22.61	23.29	23.99
Nursing Assistant – 3rd year and thereafter	Level 1	22.16	22.82	23.51	24.21
Nursing Assistant – Experience (the holder of a relevant Certificate III qualification)	Level 2 – 1st year	22.97	23.66	24.37	25.10
Nursing Assistant – Experience (the holder of a relevant Certificate III qualification)	Level 2 – 2nd year	22.97	23.66	24.37	25.10
Student Enrolled Nurse – under 21 years	N/A	\$17.04	\$17.38	\$17.77	\$18.13
Student Enrolled Nurse – over 21 years	N/A	\$17.93	\$18.29	\$18.70	\$19.07
Enrolled nurse—pay point 1	Pay point 1	27.53	28.36	29.21	30.08
Enrolled nurse—pay point 2	Pay point 2	27.80	28.63	29.49	30.38
Enrolled nurse—pay point 3	Pay point 3	28.08	28.92	29.79	30.68
Enrolled nurse—pay point 4	Pay point 4	28.59	29.45	30.33	31.24
Enrolled nurse—pay point 5	Pay point 5	28.59	29.45	30.33	31.24
Registered nurse—level 1 - Pay point 1	1st year	28.94	29.81	30.70	31.62
Registered nurse—level 1 - Pay point 2	2nd year	30.34	31.25	32.19	33.15
Registered nurse—level 1 - Pay point 3	3rd year	31.86	32.82	33.80	34.81
Registered nurse—level 1 - Pay point 4	4th year	33.36	34.36	35.39	36.45
Registered nurse—level 1 - Pay point 5	5th year	34.84	35.89	36.96	38.07

Registered nurse—level 1 - Pay point 6	6th year	36.55	37.65	38.78	39.94
Registered nurse—level 1 - Pay point 7	7th year	37.97	39.11	40.28	41.49
Registered nurse—level 1 - Pay point 8	8th year and thereafter	38.12	39.26	40.44	41.65
Registered nurse—level 2 - Pay point 1	1st year	33.50	34.51	35.54	36.61
Registered nurse—level 2 - Pay point 2	2nd year	34.01	35.03	36.08	37.16
Registered nurse—level 2 - Pay point 3	3rd year	34.63	35.67	36.74	37.84
Registered nurse—level 2 - Pay point 4 and thereafter	4th year and thereafter	35.28	36.34	37.43	38.55
Registered nurse—level 3 - Pay point 1	1st year	36.45	37.54	38.67	39.83
Registered nurse—level 3 - Pay point 2	2nd year	37.15	38.26	39.41	40.59
Registered nurse—level 3 - Pay point 3	3rd year	37.88	39.02	40.19	41.39
Registered nurse—level 3 - Pay point 4 and thereafter	4th year and thereafter	38.55	39.71	40.90	42.12

Schedule B – Classifications

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.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

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

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 year's service)	Food services assistant	Personal care worker grade 1
Laundry hand		
Cleaner		
Gardener (non-trade)		
Maintenance/Handyperson (unqualified)		
Driver (less than 3 ton)		

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)	Cook	Personal care worker grade 2
Receptionist		Recreational/Lifestyle activities officer (unqualified)
Pay clerk		
Driver (less than 3 ton) who is required to hold a St John Ambulance first aid		

certificate		
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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

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
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Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

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		

Nursing Employees

Nursing assistant

Nursing assistant means an employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely 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 to carry out the work described in B.5.

Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

Enrolled nurses

Enrolled nurse—pay point 1

(a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

(b) 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.

(c) 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

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

(b) 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.

(c) 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

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) 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.

(c) 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

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) 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.

(c) 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 psychosocial needs of individual/groups.

Enrolled nurse—pay point 5

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

(b) 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.

(c) 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)

(a) An employee at this level performs their duties:

- (i)** according to their level of competence; and

(ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

- 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)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

(b) 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 **Clinical 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)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

(b) 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:

(i) 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.

(ii) 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.

(iii) 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.



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

22 November 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. Annual leave for nursing employees : -
 - a. All full-time and part-time nursing employees will receive a minimum of 5 weeks annual leave per annum (part-time employees will receive a pro rata entitlement); and
 - b. Bupa will apply the conditions in clause 31.1(d)(i) – (iii) to part-time employees on a pro rata basis, and clause 31.1(d)(iv) will have no effect.
2. Bupa will pay any Student Enrolled Nurses at the applicable modern award rates of pay instead of the rates listed in Schedule A – Wage Rates of the Agreement.
3. In addition to clause 28.2 – Time off instead of payment for overtime, the following conditions will also apply:
 - a. 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; and
 - b. If, on the termination of the employee’s employment, time off for overtime worked by the employee has not been taken, Bupa will pay the employee for the overtime at the overtime rate applicable to when the overtime was worked.
4. A minimum payment of four hours (instead of three hours) work at the appropriate overtime rate will apply under clause 28.4 – Recall to work when on call.
5. An aged care employee who relieves another employee in a higher classification than the one in which they are ordinarily employed for a minimum of two hours (instead of two days) will be paid at the higher rate, under clause 30 – Higher Duties of the Agreement.

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 dark ink, appearing to read 'V. Garnett', with a stylized, cursive script.

Vesna Garnett
People Director, Bupa Aged Care Australia Pty Ltd