



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Bupa Aged Care Australia Pty Ltd T/A Bupa Aged Care**  
(AG2018/5443)

## **BUPA AGED CARE AUSTRALIA SOUTH HOBART ENTERPRISE AGREEMENT 2018**

Aged care industry

COMMISSIONER MCKINNON

MELBOURNE, 11 FEBRUARY 2019

*Application for approval of the Bupa Aged Care Australia South Hobart Enterprise Agreement 2018.*

[1] Application has been made for approval of an enterprise agreement known as the *Bupa Aged Care Australia South Hobart 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 Aged Care. The Agreement is a single enterprise agreement.

[2] Written undertakings have been given in accordance with s. 190 of the Act. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

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

**[5]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 February 2019. The nominal expiry date of the Agreement is 31 March 2020.



COMMISSIONER

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**Annexure A.**



Bupa Aged Care Australia Pty Ltd  
Level 16, 33 Exhibition Street  
Melbourne 3000  
[www.bupa.com.au](http://www.bupa.com.au)

6 February 2019

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

**UNDERTAKING**

**AG2018/5443 - Application for the Approval of the Bupa Aged Care Australia South Hobart Enterprise Agreement 2018 ("Agreement")**

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

1. In addition to clause 36.2 – Time off instead of payment for overtime, the following condition will also apply:
  - a. 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.

I make this undertaking in accordance with section 190 of the Act and confirm that Bupa understands this undertaking 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".

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 South Hobart Enterprise Agreement 2018**

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## **Part 1—Application and Operation**

### **1. Title**

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

### **2. Introduction and purpose**

This Agreement has been negotiated and agreed between Bupa, the ANMF (TAS Branch) and the HACSU.

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

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

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

- (j) establishing and 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. To avoid doubt, an employee may raise with their manager or a member of Bupa's human resources team any grievance they have in relation to their working hours or working arrangements and the manager or member of the human resources team will deal with that grievance in accordance with Bupa's Resolution of Workplace Issues, Grievances and Disputes Policy. To avoid doubt, this policy does not form part of this agreement.

### 3. Commencement and Duration

This Agreement will take effect 7 days from the date on which the Fair Work Commission approves it and will nominally expire on 31 March 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 this enterprise agreement, the Bupa Aged Care Australia South Hobart Enterprise Agreement 2018

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

**Bupa facilities** means the South Hobart aged care facility operated by Bupa.

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

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

**employee** means a person employed by Bupa at the South Hobart facility and as described in clause 5.1(b) of this Agreement

**employer** means Bupa

**FWC** means the Fair Work Commission or its successor

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

**immediate family** means:

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse, where de facto spouse includes a same sex partner)
- a child of the employee (including an adopted child or a step child)



- a parent, grandparent, grandchild or sibling of either the employee or the employee's spouse

**HACSU** means the Health and Community Services Union

**NAPSA** means a notional agreement preserving a State award created pursuant to the Workplace Relations Act 1996 (Cth) and as defined in the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)

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

**Non-Nursing Employee** means an employee classified as an aged care employee in Schedule B of this Agreement

**ANMF (TAS Branch)** means the Australian Nursing and Midwifery Federation Tasmanian Branch

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

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

**roster** means a documented arrangement setting out clearly the names of the employees required to work in accordance with such roster, the days, dates and hours during which each employee is required to attend for duty.

**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:

- Bupa Aged Care Australia Pty Limited ABN 74 082 931 575; and
- All nursing employees and aged care employees of Bupa employed at the South Hobart Bupa facility 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 (TAS Branch) and the HACSU will make an application to be covered by this agreement in accordance with section 183 of the FW Act. The parties support that application being made.

**5.2** This Agreement applies to all nursing employees and aged care employees of Bupa employed at the South Hobart Bupa facility and classified in Schedule B to this Agreement.

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

- Nurses Award 2010;

- (b) Aged Care Award 2010;
- (c) Nurses (Tasmanian Private Sector) Award 2005 NAPSA;
- (d) Bupa Care Services South Hobart Enterprise Agreement 2014.

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

## **6. Flexibility term**

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

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of Bupa and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

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

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

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

**6.3** Bupa must ensure that the individual flexibility arrangement:

(a) is in writing; and

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

(c) is signed by Bupa and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and

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

(e) states the day on which the arrangement commences.

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

## **Part 2—Consultation and Dispute Resolution**

### **7. Consultation regarding major workplace change**

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

- (iii) measures Bupa is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion -- provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

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

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

**7.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Bupa, the requirements set out in subclauses 7.2, 7.3 and 7.5 are taken not to apply.

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

**7.10**

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

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

## **8. Consultation about changes to rosters or hours of work**

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

- (a) Bupa will notify the relevant employees of the proposed change; and
- (b) The relevant employees may appoint a representative for the purposes of the consultation processes and if a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation, Bupa must recognise the representative.
- (c) As soon as practicable after proposing to introduce the change, Bupa must:

- (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion—provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what Bupa reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that Bupa reasonably believes are likely to affect the employees; and
  - (iii) 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).
- (d) However, Bupa is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (e) Bupa must give prompt and genuine consideration to matters raised about the change by the relevant employees.

## **9. Dispute resolution**

- 9.1** In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, or a dispute about any other work-related matter (including a dispute about whether a workplace right has been breached), in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 9.2** If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 9.3** The parties may agree on the process to be utilized by the FWC including mediation, conciliation and consent arbitration. In the absence of such agreement, the FWC may mediate or conciliate in order to seek resolution of the dispute. If such mediation or conciliation does not resolve the dispute, either party may refer the dispute to the FWC for arbitration. Any decision or order of the FWC following arbitration will be binding on the parties, subject to a party's rights of appeal.
- 9.4** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.5** While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the FW Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Bupa to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.6** While the dispute resolution procedure is being conducted the status quo will remain. The status quo is the situation that existed before the matter was notified in writing (including email) that the parties were in dispute and that the dispute resolution procedure was being

invoked.

### **Part 3—Types of Employment and Termination of Employment**

#### **10. Types of employment**

##### **10.1 Employment categories**

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

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

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

##### **10.2 Full-time employment**

A full-time employee is one who is engaged to work 38 hours per week.

##### **10.3 Part-time employment**

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Nursing employees only: Before commencing part-time employment, Bupa and a part time employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) Non-Nursing employees: Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (d) The minimum hours which a part time employee will be required to work on a rostered day or shift is 3 hours.
- (e) The terms of the agreements described at subclause (b) and (c) may be varied by written agreement.
- (f) 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.
- (g) Where an employee is regularly working more than their specified contract hours continuously for more than 12 months, they may request that their contracted hours be reviewed and increased by their manager. If the manager does not agree to the request, the manager will formally respond to the request in writing outlining the reasons for declining the request. The manager shall increase the employee's hours in accordance with the employee's request, however, hours worked in the following circumstances will not be incorporated into any adjustment:
  - (i) if the increase in hours is as a direct result of another employee(s) being

absent on leave, such as for example, annual leave, long service leave, maternity leave, or workers compensation; or

- (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or facility.
- (h) Any adjusted contracted hours resulting from a review identified in subclause (e) of this clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

#### **10.4 Casual employment**

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25% of the base hourly rate.:
- (c) The casual loadings payable under this Agreement compensate casual employees for paid entitlements to which they are not entitled such as annual leave and paid personal leave accrued by permanent employees.
- (d) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- (e) To avoid doubt, the notice of termination and redundancy pay, annual leave, paid personal / carer's leave and compassionate leave provisions of this Agreement do not apply to a casual employee.
- (f) A casual employee will be paid a minimum of two hours pay for each engagement.
- (g) A casual employee working shift work will be paid penalty rates and overtime calculated on the ordinary rate of pay (excluding the casual loading) with the casual loading component (also calculated on the ordinary rate of pay) then added to the penalty or overtime rate of pay.
- (h) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
  - (i) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
  - (ii) on a permanent part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the average number of hours as previously worked per fortnight, unless other arrangements are agreed between Bupa and the employee.
- (i) Bupa may consent to or refuse the request for conversion to permanent employment under paragraph (h) above but shall not unreasonably withhold agreement to such a request.
- (j) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work

- (k) Casual employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for morning shifts and up to 6 hours prior to commencement for afternoon or night shifts.
  - (i) Provided that the above notice period is a minimum and the Employer commits to give as much notice as possible in relation to the cancellation of casual work.
  - (ii) Provided further that where the minimum notice as described in sub-clause (k) is not given the employee shall be entitled to 3 hours pay.
- (l) A casual nurse who has their shift cancelled with less than the requisite notice in sub-clause (k) and who has incurred child care fees as a result, shall on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs provided that the claim for reimbursement must be made to the employer within 2 pay fortnights of incurring the loss.

## **11. Termination of Employment**

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

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

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

### **11.2 Notice of termination by an employee**

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

### **11.3 Job search entitlement**

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



their manager.

## 12. Redundancy – Nursing Employees Only

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

### 12.1 Redeployment and Retraining

In the event of a position being made redundant, the following shall apply:

- The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

### 12.2 Notice of Redundancy

- (i) The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant. In all cases however, the minimum period of notice for employees subject to termination will be two (2) weeks.
- (ii) The required period of notice in the event that a position is made redundant is as follows:

Employee's period of continuous service with Employer	Period of notice*
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

\* The required notice period will be increased by one (1) week if the employee is over 45 years of age at the time of termination and has completed at least 2 years of continuous service with the employer.

### 12.3 Voluntary Redundancies

Bupa shall pay in accordance with the following:

- (i) For employees employed after 28 September 2011 (this being the commencement of the *Vaucluse Gardens Pty Ltd Nursing Enterprise Agreement 2011*) two (2) weeks pay for each completed year of service and pro rata to two weeks for the final uncompleted year of service, up to a maximum of 20 weeks.

- (ii) For employees who were employed by the employer as at 28 September 2011, two (2) weeks pay for each completed year of service and pro rata to two weeks for the final uncompleted year of service.
- (iii) Provided that where the redundancy severance payment is less than the payment provided in the NES, the NES payment will apply.
- (iv) In the event that it is necessary for Bupa to make a position(s) redundant, Bupa will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package. Provided that, Bupa will only be required to seek such expressions of interest from staff employed at the same worksite and in the same classification as the position being made redundant. In assessing applications for voluntary redundancy, the parties acknowledge that Bupa will take into account the skill and operational requirements of the enterprise.

#### **12.4 Involuntary Redundancies**

Bupa shall pay in accordance with the following:

- (i) For employees employed by the employer after 28 September 2011, two (2) weeks pay for each completed year of service and pro rata to two weeks for the final uncompleted year of service, up to a maximum of 30 weeks.
- (ii) For employees who were employed by the employer as at 28 September 2011, two (2) weeks pay for each completed year of service and pro rata to two weeks for the final uncompleted year of service.
- (iii) Provided that where the redundancy severance payment is less than the payment provided in the NES, the NES payment will apply.

#### **12.5 Financial Counselling**

- (i) Bupa undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. Bupa will pay for the initial cost associated with the financial counselling (up to two sessions) from a financial counsellor agreed to by the employer and the employee.
- (ii) Bupa will provide to each employee a fully detailed pay statement at the time when the offer of redundancy is made.
- (iii) In the event of a permanent position becoming available, Bupa shall take reasonable steps to notify redundant employees (within 12 months of being made redundant) of such vacancy and the employee shall be invited to apply.

#### **12.6 Long Service Leave Entitlement**

Bupa will provide full payment of all accrued pro rata long service leave entitlements after five (5) years of service.

### **13. Redundancy - Non-Nursing Employees Only**

Subject to this clause, where the employment of an employee is terminated due to redundancy Bupa shall provide the employee with notice or payment in lieu of notice in accordance with clause 11.1 above and shall pay the severance payments outlined below in

respect of a continuous period of service.

### **13.1 Redundancies**

Bupa shall pay in accordance with the following:

- (i) 2 weeks pay for each completed year of service and pro rata to two weeks for the final uncompleted year of service, up to a maximum of 20 weeks.
- (ii) Provided that where the redundancy severance payment is less than the payment provided in the NES, the NES payment will apply.
- (iii) In the event that it is necessary for Bupa to make a position(s) redundant, Bupa will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package. Provided that, Bupa will only be required to seek such expressions of interest from staff employed at the same worksite and in the same classification as the position being made redundant. In assessing applications for voluntary redundancy, the parties acknowledge that Bupa will take into account the skill and operational requirements of the enterprise.

### **13.2 Partial Redundancy**

Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with this Agreement) which causes a loss of income Bupa will pay a partial redundancy to such Employees as are adversely affected as follows:

*Redundancy payment = (existing weekly rate - new weekly rate) x 2 x years of service (up to a maximum of 10 years' service)*

### **13.3 Long Service Leave Entitlement**

Bupa will provide full payment of all accrued pro rata long service leave entitlements after seven (7) years of service.

"week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, the following payments where the employee received such payments on a permanent basis:

- i. shift allowances;
- ii. weekend penalties;
- iii. any other non-expense related allowances which the employee regularly receives.

A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under clause 13.1 and 13.2

## **14. 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 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 14 applies only to the situation where an employee is offered and accepts a transfer to lower paid duties.

**15. 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.

**16. 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.

**17. Transfer of business and alternative employment**

- (a) An employee is not entitled to a severance payment under clause 12 or 13 this Agreement where:
  - (i) there is a transfer of employment (as that term is defined in the FW Act) and the employee's service with Bupa counts as service with the new employer; or
  - (ii) the employee rejects an offer of employment from a new employer that:
    - is on terms and conditions substantially similar to, and on an overall basis no less favourable than the employee's terms and conditions of employment with Bupa at the time the employee's employment terminates;
    - recognises the Employee's service with Bupa for the purpose of redundancy; and
    - had the Employee accepted the offer there would have been a transfer of employment in relation to that Employee.
- (b) If on application the FWC is satisfied that sub-clause 17(a)(ii) operates unfairly to an employee, the FWC can order Bupa to pay the employee a particular amount of redundancy pay that the FWC considers appropriate, but not exceeding the amount that would have been payable under clause 12 or 13 of this Agreement.
- (c) In the event of a redundancy, where Bupa obtains an offer of other acceptable employment (having regard to the location of the proposed employment and the employees travel arrangements; the position offered; and terms and conditions, including wage, in any industrial instrument governing the proposed employment from another employer for an employee affected by the redundancy (as an alternative to termination of employment for reason of redundancy), then Bupa may

apply to the FWC in accordance with the FW Act for the FWC to determine whether the amount of redundancy pay may be reduced to a specified amount (which may be nil) that the FWC considers appropriate.

#### **Part 4 - Minimum Wages & Related Matters**

##### **18. 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.

##### **19. Minimum salary rates**

Each employee covered by this Agreement will be paid an appropriate salary based on the minimum rate for the employee's classification set out in Schedule A. The hourly rates of pay in Schedule A will increase during the life of this Agreement in accordance with clause 20 below (these increases are also reflected in Schedule A).

Any employee who was employed by Bupa specifically under the terms of this Agreement (or a predecessor to this Agreement) upon approval of this Agreement by the FWC and is paid above the relevant pay point rate for their classification in Schedule A will receive the full percentage increases in clause 20 below.

However, any employee who commences employment with Bupa after this Agreement is approved by the FWC and is paid above the relevant pay point rate for their classification in Schedule A will only receive the full percentage increases in clause 20 below at the discretion of Bupa and may receive a smaller increase (so long as their rate of pay does not fall below the relevant minimum pay point rate for their classification set out in Schedule A).

##### **20. Wage increases**

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

<u>First full pay period commencing on or after</u>	<u>Wage increase</u>
1 August 2017	3.00%
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, and the increase applicable on 1 August 2017 is inclusive of the 2.1% which has already been passed onto employees in January 2018.

##### **21. Allowances**

The allowances in this clause 21 are payable from the first full pay period on or after this Agreement comes into effect. A summary of these allowances is included in Schedule C.

###### **21.1 Payment for criminal history checks**

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

## 21.2 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 (see clause 21.2(c) below). 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 21.2(a)) will be increased by the same percentages and with the same dates of effect as the wage increases specified in clause 20.
- (c) The applicable index figure in clause 21.2(a) is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable CPI figure</b>
<i>Meal allowance</i>	<i>Take-away and fast foods sub-group</i>
<i>Clothing and equipment allowance</i>	<i>Clothing and footwear group</i>
<i>Vehicle allowance</i>	<i>Private motoring sub-group</i>

## 21.3 Allowances – nursing employees

This clause 21.3 applies to nursing employees only, subject to clause 21.2 above.

- (a) Clothing and equipment
  - (i) Employees required by Bupa to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of Bupa and be laundered and maintained by such employer free of cost to the employee.
  - (ii) Instead of the provision of such uniforms, Bupa may, by Agreement with the employee, pay such employee a uniform allowance at the rate of \$0.32 per hour or part thereof on duty or \$12.16 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of Bupa, the employee will be paid a laundry allowance of \$0.12 per hour or part thereof on duty or \$4.50 per week, whichever is the lesser amount.
  - (iii) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (b) Meal allowances
  - (i) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.13 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 \$11.61 will be paid.
- (ii) Clause 21.3(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) Meal allowance when required to work away from the South Hobart home
- (i) Where the duties of an employee require their travel from the South Hobart home premises, and the employee, so required is more than 16 kilometres away at their normal meal hour, that employee shall, subject to this clause be paid:
- In the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, the Meal Allowance specified in Schedule C will be paid to the employee on presentation of receipts or other satisfactory evidence.
  - In case of a meal provided by the employee a meal allowance as specified in Schedule C for each meal so provided.
- (d) Charges for meal provided by employer
- (i) The maximum amount that shall be charged or deducted where an employee receives a meal from Bupa shall be:

Meal		Rates per meal
Lunch or evening meal	Two or three courses	\$5.39
	Single hot or cold main course	\$5.39
	Single (other course i.e. soup or sweet)	\$4.31
All breakfasts		\$4.31

- (ii) A minimum of \$4.31 applies for each meal taken.
- (iii) In each case where a one, two or three course meal is ordered and charged for as above, no extra charge is to be levied for either beverages, toast, bread, butter or condiments.
- (iv) These rates shall be adjusted from time to time in accordance with the Applicable Consumer Price Index (CPI) on an annual basis effective 1 July of each year.
- (e) On call allowance

- (i) An hourly on call allowance is paid to an employee who is required by Bupa to be on call at their private residence, or at any other mutually agreed place.
  - (ii) The allowance will be as per the rates specified in Schedule C.
  - (iii) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.
- (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 \$0.78 per kilometre.
  - (ii) When an employee is involved in travelling on duty, if Bupa cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares and accommodation will be met by Bupa on production of receipted account(s) or other evidence acceptable to Bupa.
  - (iii) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 21.3(f)(ii) which exceed the mode of transport, or the standard of accommodation agreed with Bupa for these purposes.
- (g) In charge allowance
- (i) A registered nurse Level 1 or 2 required to assume charge of a clinical or management unit (where a Level 3 nurse is normally employed) for more than half a shift will be paid the In charge allowance specified in Schedule C for each shift worked.
  - (ii) Such payment is not payable if an employee classified as a Registered Nurse – Level 3 or above is rostered for duty at the same time in the same unit.
  - (iii) For the In charge allowance to be paid the employee must be in charge of all areas of the facility, including catering, domestic and care staff.
- (h) Preceptor allowance
- A level 1 or level 2 nurse or enrolled nurse who acts as a preceptor will receive a payment as per Schedule C whilst acting in this role subject to the Preceptor Program being approved by the Director of Nursing.
- (i) Nursing registration cost
- Bupa will pay any Nursing Registration cost.
- (j) Licence allowance
- An employee directed by Bupa to drive vehicles requiring a licence issued by the Government department responsible for Transport and vehicle licensing, will upon presentation of his/her current licence to Bupa, be reimbursed the cost of the driver's licence fee. This provision will not apply to employees who drive on an occasional basis only.



## 21.4 Allowances Non-nursing employees

This clause 21.4 applies to aged care employees only, subject to clause 21.2 above.

### (a) Clothing and equipment

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

### (b) Meal allowance

- (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 \$12.88 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 \$11.61 will be paid.
- (ii) On request meal allowance will be paid on the same day as overtime is worked.

### (c) Meal allowance when required to work away from the South Hobart home

- (i) Where the duties of an employee require their travel from the South Hobart home premises, and the employee, so required is more than 16 kilometres away at their normal meal hour, that employee shall, subject to this clause be paid:
  - In the case of a meal purchased by the employee at any hotel, boarding house, or public eating place, the Meal Allowance specified in Schedule C will be paid to the employee on presentation of receipts or other satisfactory evidence.

- In case of a meal provided by the employee a meal allowance as specified in Schedule C for each meal so provided.

(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, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Bupa on production of receipted account(s) or other evidence acceptable to Bupa.
- (iii) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 21.4(d)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with Bupa for these purposes.

(e) Nauseous allowance

An allowance as per Schedule C per hour or part thereof will be paid to an employee in any classification, including employees working in a laundry, if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum as per Schedule C for work performed in any week.

(f) Licence allowance

An employee directed by Bupa to drive vehicles requiring a licence issued by the Government department responsible for Transport and vehicle licensing other than a standard class C licence (for example, light-rigid or medium rigid), will upon presentation of his/her current licence to Bupa, be reimbursed the cost of the driver's licence fee. This provision will not apply to employees who drive on an occasional basis only.

(g) Buddy Shift/Orientation Shift Allowance

Employees required to act in a preceptor or buddy role to assist in the orientation of new employees or students/trainees will be paid an allowance as specified in Schedule C.

(h) Tool allowance

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

(i) Leader Allowance

- (i) An Extended Care Assistant (ECA) who is appointed as a 'Team Leader' (however titled) will be paid an allowance of 10%, to be calculated upon the base rate payable to the Employee under this Agreement.
- (ii) Appointment of an "Extended Care Assistant Team Leader" will occur on a shift by shift basis and will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of

the Extended Care Assistant employed in a similar area within the workplace. For avoidance of doubt, appointment of an "Extended Care Assistant Team Leader" is not intended to be a permanent arrangement and no employee will have an ongoing right to such an allowance. Employees' will be notified of their appointment to this role through the roster.

- (iii) Examples of a net addition duties or functions include the coordination of work for a team of Extended Care Assistants, the administration of medication (within the scope of their practice) and/or an increased emphasis on the performance of the core functions already undertaken by an Extended Care Assistant.
- (iv) Not all shifts will have an "Extended Care Assistant Team Leader" assigned to it, with the coordination and medication administration duties of such a role, on occasion, performed by either a Registered Nurse or an Enrolled Nurse.

## **22. Payment of wages**

**22.1** Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

**22.2** Employees will be paid by electronic funds transfer, as determined by Bupa, into the bank or financial institution account nominated by the employee. For each employee covered by this Agreement, Bupa will include on the employee's pay slip details of the employee's annual leave and long service leave accruals. Details of an employee's sick leave accruals will be available through Bupa payroll.

**22.3** 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.

**22.4** Late payment of wages

(a) Payment during waiting time for late wages

Except in circumstances beyond the control of the employer and subject to clause 22.4(b) an employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.

Further, such payment at overtime rates shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is effected.

Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of salary.

For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.

(b) Agreed alternative arrangements - no penalty to apply

Subject to 22.4(c), the provisions of 22.4(a) shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee

agree to an alternative arrangement for payment.

(c) Alternative arrangement broken - penalty to apply

Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided in 22.4(b) the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with 22.4(a) until such time as payment is effected.

(d) Allowances not taken into account

Allowances prescribed by this Agreement other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.

**23. Payslips**

In addition to the requirements under the Act, the Employer will include the amount of Annual and Personal Leave accrued on Employees' payslips.

**24. Salary Re-Entry Registered Nurse**

Registered Nurses undertaking the re-entry to practice course shall be paid at level 1 Year 1 during their course clinical time. The nurse shall be paid as a level 1 RN year 2 for the first 12 months. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience – statement of service/group certificates etc.

**25. Salary Re-Entry Enrolled Nurse**

Enrolled Nurses undertaking the re-entry to practice course shall be paid at the first increment of the EN pay scale during their course clinical time. The nurse shall be paid as a level 2 EN for the first 12 months. Following successful completion of the re-entry program all previous nursing experience shall be recognised upon proof of past experience – statement of service/group certificates etc.

**26. Enrolled Nurse Upgrade To Registered Nurse**

**26.1** In recognition of the need to retain staff within the Aged Care sector an enrolled nurse who completes a period of study that entitles them to seek registration with the AHPRA shall, if they wish to continue with the employer, be transferred to a position as a registered nurse within the facility, where such position is available and where the employee is suitable for the position.

**26.2** An Enrolled Nurse commencing as a registered nurse shall be paid as a Level 1 year 3 registered nurse for their first year of service.

**27. Superannuation**

**27.1** Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, Bupa will make superannuation contributions into its default superannuation fund which is currently Hesta. Bupa will consult and agree with employees covered by this

Agreement and the ANMF (TAS Branch) and HACSU prior to changing its default superannuation fund, which must include a MySuper product.

- 27.2** Bupa must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Bupa being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. To avoid doubt, Bupa must also make superannuation contributions on behalf of casual employees in accordance with superannuation legislation.
- 27.3** Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Bupa to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Bupa makes the superannuation contributions provided for in this clause. An employee may adjust the amount the employee has authorised Bupa to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Bupa. Bupa must pay the amount authorised under this clause no later than 28 days after the end of the month in which the deduction authorised under this clause was made.

## **Part 5—Hours of Work and Related Matters**

### **28. Ordinary hours of work**

- 28.1** 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.
- 28.2** For employees classified as non-nursing employees, full-time and part-time hours may be worked:
- (a) in a period of 28 calendar days of not more than 20 work days in a roster cycle;
  - (b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
  - (c) eight hours on a shift or, by agreement, 10 hours.
- 28.3** For employees classified as nursing employees, the shift length or hours of work per day will be a maximum of 8 hours or, by written agreement, extended to a maximum of 10 ordinary hours per day.
- 28.4** For all employees covered by this Agreement, the hours of work on any day will be continuous except for meal breaks.

### **29. Span of hours**

- 29.1** The ordinary hours of work for a day worker (non-nursing employee) will be between 6.00 am and 6.00 pm Monday to Friday.
- 29.2** The ordinary hours of work for a day worker (nursing employees only) will be between 7.00 am and 7.00 pm Monday to Friday.
- 29.3** A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in the relevant clause 29.1 or 29.2.

**30. Rostered days off**

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

**31. Rest breaks between rostered work**

**31.1** An employee classified as a nursing employee will be allowed a rest break of 9 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 9 hour rest break may be reduced to 8 hours

**31.2** An employee classified as a non-nursing 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.

**32. Accumulation and taking of accrued days off (ADOs)**

This clause 32 will only apply to full time employees.

**32.1** Bupa or a Bupa manager may, at their discretion, allow employees to accumulate ADOs in accordance with this clause 32. Where Bupa or a Bupa manager arranges a roster cycle in such a way that an employee is entitled to an ADO by working hours over and above the arrangement of ordinary hours of work as set out in clause 28, the employee must take ADOs within 12 months of the date on which the first full ADO accrued. To avoid doubt, if ADOs are not offered for hours worked over and above ordinary hours (i.e. if employees reach the cap set out in clause 32.2 below or if ADOs are otherwise not offered for hours over ordinary hours), employees will be paid overtime subject to clause 36 below.

**32.2** With the consent of Bupa, ADOs may be accumulated up to a maximum of five in any one year.

**32.3** Bupa will schedule the taking of ADOs and display them on a roster. Scheduling decisions will be based on the needs of the workplace and will have regard to employee's preferences.

**32.4** Wherever practicable, ADOs will be consecutive with RDOS prescribed in clause 30 above.

**32.5** Once set, ADOs may not be changed, except in accordance with clause 33, Rostering.

**32.6** ADOs will not be rostered on public holidays.

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

**33. Rostering**

This clause applies to all employees covered by this Agreement.

**33.1** There shall be a roster for shifts which shall:

(a) Rotation

Provide for rotation unless all the employees concerned desire otherwise.

(b) Number of shifts

Provide for not more than eight shifts to be worked in any nine consecutive days.

(c) Change of roster

Not be changed until after four weeks' notice:

Provided that an employee's place on such roster shall not be changed, except on one week's notice of such change, or payment of the overtime rates set out in Clause 36 – Overtime;

So far as employees present themselves for work in accordance therewith, shifts shall be worked according to the roster.

Changes to rosters may occur by mutual agreement between Bupa and employee/s without the giving of the minimum notice periods in the Agreement.

Mutual agreement would include the employee/s being advised that they can refuse and that they may consult with their representative or take independent advice if they wish to.

(d) Minimum days off

Provide for a minimum of two consecutive days off each week except where by mutual agreement between the employer and the employee(s) concerned, alternative arrangements are made.

(e) Twenty-eight day accounting period

Clearly stipulate a 28 day accounting period which shall include an accrued day off (ADO) in addition to eight rostered days off.

Provided always that staff engaged to provide relief on accrued days off pursuant to this subclause while engaged in such capacity shall be regarded as shift workers for all purposes of the Agreement (except additional annual leave).

Rosters covering such relief employees shall not be required to rotate.

**33.2 Handover – Nursing Employees**

In circumstances where the employer requires the employee to extend the normal span of their shift to allow for handover, a maximum of 15 minutes per shift will be paid for handover.

This handover time will be paid at the rate applying to the shift worked by the employee however no overtime rates apply.

In the event that handovers are completed in less than 15 minutes per shift only the time worked during handover will be paid.

Provided that where handover time is greater than 15 minutes per shift no extra payments will be made in excess of 15 minutes

**34. Saturday and Sunday work**

(a) Nursing Employees Only

Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.

(b) Non-Nursing Employees Only

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 double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 37 of this Agreement

**35. Breaks**

**35.1 Meal breaks – shift workers - non-nurses**

- (a) An employee who works in excess of four hours will be entitled to a paid meal break of not less than 30 minutes. However, by mutual agreement between the employer and the majority of employees within a work area, those employees will be allowed to extend their paid 30 minute meal break by up to a further 30 unpaid minutes each day, to be taken at a mutually agreed time.

**35.2 Meal breaks – day workers – non-nurses**

- (a) An employee who works in excess of four hours on any day will receive an unpaid meal break of not more than 1 hour and not less than 30 minutes. The duration of the meal break may be altered by agreement between the Employer and the Employee.
- (b) Where an aged care employee is required by Bupa to remain on duty during their scheduled meal break, that aged care employee will be paid at overtime rates for the time they work during that scheduled meal break period if they cannot take the remainder of their meal break later in the shift or cannot leave work early to make up for time worked during their meal break.

**35.3 Meal breaks – Nursing Employees**

A meal break of up to 30 minutes will be taken between the beginning of the fourth hour and end of the sixth hour:

- (a) Provided that a day shift worker shall have his/her meal break not later than between the hours of 12.00 midday to 2.00 p.m.
- (b) Provided agreement may be reached between the parties to allow for special circumstances.
- (c) All meal breaks are paid for shift workers.
- (d) In situations where a meal break is paid the overtime provisions of the Agreement relating to work during meal break do not apply.



- (e) Where an employee on a paid meal break is interrupted during the meal break by a call to duty, the employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary working hours.
- (f) Provided that the circumstances where a nurse is interrupted during a meal break by a call to duty shall be in the case of an emergency or in situations where the work required cannot wait until after the meal break has been completed.
- (g) The intention of the provision of a paid meal break is to provide payment for employees who cannot leave the workplace during meal breaks and who may be interrupted by a call to duty during a meal break.
- (h) In the event that the provision results in employees regularly not receiving meal breaks at all and effectively working straight through a shift then the parties will revisit this matter.

#### **35.4** Tea breaks

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

### **36. Overtime**

#### **36.1** Overtime penalty rates

- (a) Hours worked by any employee at the request of Bupa, in excess of the rostered daily ordinary hours of work (see clause 28) are to be paid as follows:
  - Monday to Saturday – time and a half for the first two hours and double time thereafter;
  - Sunday – double time;
  - Public holidays–double time and a half; and
  - Shift workers – double time.
- (b) A part-time employee is entitled to be paid at overtime rates for:
  - hours worked in excess of the daily ordinary hours of an equivalent full-time employee on a day or shift (i.e. 8 hours or, if an agreement has been reached pursuant to 28.2(c), 10 hours; or
  - hours worked outside of their rostered hours unless an agreement has been entered into pursuant to 10.3(e); or
  - work in excess of 38 hours per week; or
  - For day workers, work outside the span of hours described at clause 29.

(c) Additional Overtime Provisions for Nursing employees:

- For work performed by a shift worker (including a casual shift worker) outside the ordinary hours of his/her shift, double time shall be paid. But such payment shall not apply to those cases where arrangements have been made between the employees themselves, or in cases due to rotation of shifts.
- Provided always that in cases where the employer has been given less than four hours notice that an employee rostered to relieve an afternoon or night shift worker, will not attend to do so at the proper time, such unrelieved shift worker shall be paid, for the extra time worked, at the rate of time and one half until the four hours have elapsed from the time notice was given to the employer.
- For all time worked beyond the four hour spread referred to herein the unrelieved shift worker shall be paid at the rate of double time.
- In all other cases the unrelieved shift worker shall be paid at the rate of double time until relieved.

(d) Additional Overtime Provisions for non-nursing employees:

- For aged care employees allowances provided for in this Agreement must not be taken into consideration in the calculation of overtime payments.

**36.2** Time off instead of payment for overtime

- (a) By agreement between Bupa and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

**36.3** Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that:
- (i) Non-nursing employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (ii) Nursing employees have at least 8 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.
- (c) If, on the instruction of Bupa, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

#### **36.4** Recall to work – Nurses

- (a) Except where otherwise specifically provided an employee recalled to work overtime after leaving the employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to their salary as follows:
  - (i) for the first recall a minimum payment of four hours work; and
  - (ii) for each subsequent recall a minimum payment of three hours work.
- (b) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
- (c) Provided further that an employee who is recalled to work within two hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

#### **36.5** Recall to work when on call – non-Nurses

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work (for full time and part time employees at the appropriate overtime rate) and two hours work (for casual employees) at the appropriate overtime rate. An employee receiving this payment will not also receive an on call allowance.

#### **36.6** Recall to work when not on call – non-Nurses

- (a) An employee who is not required to be on call and who is recalled to work after leaving Bupa's premises will be paid for a minimum of:
  - (i) four hours work for nursing employees and aged care employees; and
  - (ii) two hours work for health professional employees;at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for the minimum amount of time as set out in sub-clause (a) if the work for which the employee was recalled is completed within a shorter period.
- (d) An employee who leaves the facility at the end of a rostered day or shift, and is then recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate set of \$0.78 when he or she uses a motor car in these circumstances.

#### **36.7** Reasonable hours

- (a) Subject to subclause (b) Bupa may require an employee to work reasonable overtime at overtime rates
- (b) An employee may refuse to work overtime in circumstances where the working of

such overtime would result in the employee working hours which are unreasonable.

- (c) For the purposes of sub-clause (b) what is reasonable or otherwise will be determined having regard to:
  - (i) any risk to employee health and safety.
  - (ii) The employee's personal circumstances including any family and carer responsibilities.
  - (iii) The needs of the workplace or enterprise
  - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) Any other relevant matter.

### **36.8 Break during overtime**

#### **(a) Nursing employees**

Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.

#### **(b) Non-Nursing Employees**

An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and further 20 minutes for each subsequent four hours of overtime; all such time will be counted as time worked.

- (c) The meals referred to in this sub clause will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in the applicable allowances clause is to be paid to the employee concerned.

## **37. Shiftwork**

### **37.1 Shift penalties – nursing employees**

- (a) Nursing employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift.

Afternoon shift: 15 per cent.

Night shift: 20 per cent.

"Day shift" – means a shift worked between 6.00am and 6.00pm, but does not include an employee working on a Saturday or a Sunday.

"Afternoon shift" – means a shift which terminates between 6.00pm and midnight.

"Night shift" means - a shift which is a shift that is not day work or a day or afternoon shift.

- (b) A shift worker who works on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid for each shift 50% more than his/her ordinary rate for the remaining hours thereof.
- (c) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed for Saturday and Sunday Work and for Public Holidays applies.
- (d) An employee who:
  - during a period of engagement on shift, works night shift only; or
  - remains on night shift for a longer period than four consecutive weeks; or
  - works on a night shift which does not rotate or alternate with another shift or with day work so as to give such employee at least one third of his/her working time off night shift in each shift cycle;

shall during such engagement period or cycle be paid 30% more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

- (e) Notwithstanding the provisions of 37.1(a)-(c), where a shift worker by mutual arrangement with an employer works permanently on either an afternoon shift or a night shift, and where but for such arrangement a rotating or alternating roster would need to be worked, such employee shall be paid 15% more than the ordinary salary rate for each permanent afternoon shift or 20% more than the ordinary salary rate for each permanent night shift so worked.

### **37.2 Shift penalties – Non-Nursing employees**

- (a) Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift.

Afternoon shift: 15 per cent.

Night shift: 17.5 per cent.

"Afternoon shift" - means a shift where all or part of the shift is worked between 3.00pm and 11.00pm. Payment will be made for hours worked prior to 11.00pm.

"Night shift" – means a shift where all or part of the shift is worked between 11.00pm and 07.00am. Payment will be made for the hours within that span.

## **38. Higher duties, Professional Development and eLearning**

### **38.1 Higher duties**

- (a) Non-Nursing Employees
  - (i) An Employee, other than an administrative Employee, engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate for the time worked.

- (ii) This will apply whether or not an employee works in accordance with a roster.
  - (iii) An Employee engaged as an administrative Employee who, for a period of five consecutive working days or more, performs the duties of an Employee with a higher classification, then that Employee will be paid the rate applicable to the higher paid classification.
- (b) Nursing Employees
- (i) A nursing employee, who, for a period of five or more consecutive working days performs the duties of a position higher than that in which they are normally employed, shall be paid, for the full period he/she is performing such duties, the minimum rates prescribed for such higher position.

### **38.2 Internal training for Nurses**

- (a) Bupa will provide employees with at least 12 hours per annum of internal training (which could include; on-the-job training, e-learning and workshop sessions) to Assistants in Nursing. Each employee shall provide to Bupa details of their attendance at such training and Bupa shall keep a record of this attendance.
- (b) Upon termination of an employee's employment, Bupa shall provide the employee a written statement of the hours of such internal training attended by the employee.
- (c) Where practicable, such internal training shall be provided to employees during their normal rostered working hours. Where it is not practicable to provide such training during normal rostered working hours, then:
  - (i) Employees shall attend such internal training outside their normal rostered working hours where required to do so by Bupa; and
  - (ii) Bupa shall provide employees with 2 weeks' notice of the requirement to attend training outside their normal rostered working hours;
  - (iii) Training approved to be undertaken outside of ordinary hours will be paid in accordance with clause 36 Overtime.

### **38.3 Continuing Professional Development for RNs and ENs**

- (a) This clause applies to employees who are Registered Nurses or Enrolled Nurses.
- (b) Each employee is entitled to four (4) days paid study leave per annum which will be available on merit and relevance.
- (c) If the Employer requires an Employee to attend training it will, where possible, be undertaken during normal working hours and the Employee will be paid his or her ordinary rate for the duration of any training.

### **38.4 Post Graduate Qualification Allowance**

- (a) A Registered Nurse who holds a post-graduate hospital certificate or post graduate certificate or an Enrolled Nurse who holds a post graduate qualification shall be paid, in addition to their salary, the following amount.
- (b) Each employee is entitled to only one qualification allowance. It must be demonstrated that the qualification must be relevant to current area of practice and

is being utilised.

- (c) Hospital/Graduate Certificate (or equivalent)/post graduate certificate 4.0% of the hourly rate of pay.
- (d) A Registered Nurse or an Enrolled Nurse who holds a post graduate diploma or a degree (other than a nursing under graduate degree) shall be paid, in addition to their salary, the following amount:
  - (i) A Post Graduate Diploma or Degree (or equivalent) 6.5% of the hourly rate of pay.
- (e) A Registered Nurse who holds a Masters or Doctorate, shall be paid, in addition to their salary, the following amount:
  - (i) Masters or Doctorate 7.5% of the hourly rate of pay.
- (f) The post graduate allowance shall be taken into account in the calculation of overtime and annual leave payments.

### **38.5 eLearning**

Bupa requires employees to complete core modules through e-learning and pays employees for the approved time taken to complete this training.

elearning modules will normally be completed in working hours in the workplace. With prior approval from the manager and the agreement of the employee, modules can be completed outside of working hours.

Bupa has allocated an amount of time for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid the allocated time for the module.

Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:

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

## **Part 6—Leave and Public Holidays**

### **39. Annual leave**

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

employees other than casual employees.

**39.1** Quantum of annual leave

(a) Annual leave on full pay is to be granted in accordance with the NES as follows:

- (i) Full time employees: 4 weeks annual leave;
- (ii) Full time shiftworkers: 5 weeks annual leave;
- (iii) Part time employees: 4 weeks annual leave on a pro rata basis;
- (iv) Part time shiftworkers: 5 weeks annual leave on a pro rata basis.

(b) For the purposes of clause 39.1(a)(ii) and 39.1(a)(iv) above, a shiftworker is an employee who is not a day worker as defined in clause 29 – Span of Hours.

(c) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.

**39.2** Taking of leave

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

**39.3** 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.

**39.4** Annual leave loading

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

(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

- (i) an annual leave loading of 17.5% of ordinary pay; or
- (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(c) Annual leave loading shall be paid out on termination of employment and when an employee cashes out excess annual leave in accordance with clause 39.6 below.

**39.5** Payment of annual leave on termination

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

**39.6** Cashing out of annual leave

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



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

**39.7** 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 6 weeks' notice of the requirement to take annual leave;
- (c) At the end of the period of annual leave which the employee is required to take, the employee's annual leave balance must not be less than 5 weeks; and
- (d) Notwithstanding the above, an employee may request in writing that they accrue more than 6 weeks of annual leave in special circumstances – and Bupa must not unreasonably refuse any such request.

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

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

**39.9** Purchased additional annual leave

- (a) Purchased leave enables employees, by mutual agreement with their employer (but only upon the request of the employee), to access up to 10 working days unpaid additional leave in a twelve month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.
- (b) Bupa may grant purchased leave, subject to operational requirements. 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.

#### **40. Public holidays**

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

- New Year's Day,
- Australia Day,
- Cup Day (half day),
- Hobart Regatta Day (South of Oatlands),
- Good Friday,
- Eight Hours Day,
- Easter Monday,
- Anzac Day,
- Queen's Birthday,
- Show Day,
- First Monday in November (in those districts where Hobart Regatta Day is not observed),
- Christmas Day,
- Boxing Day, and
- any other day or part thereof proclaimed or declared and observed as a public holiday.

**40.2** Payment for work done on public holidays

- (i) Nursing employees

Non-shift worker: All work done by an employee during their ordinary shifts on a public holiday will be paid at double time and a half of their ordinary rate of pay.

Shift worker: All work done by an employee during their ordinary shifts on a public holiday will be paid at double time of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid 100% of their ordinary rate for all time worked during their ordinary shifts on a public holiday and have the same number of ordinary hours worked added to the period of annual leave.

(ii) Non-nursing employees

All work done by an employee during their ordinary shifts on a public holiday will be paid at double time and a half of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid 150% of their ordinary rate for all time worked during their ordinary shifts on a public holiday and have the same number of ordinary hours worked added to the period of annual leave.

**40.3 Public holiday substitution**

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

**40.4 Public holidays occurring on rostered days off**

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

**40.5 Accrued days off on public holidays**

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

**41. Ceremonial leave**

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

**42. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not eligible for paid personal/carer's leave and paid compassionate leave but may access unpaid leave as explained in clauses 42.1(f) and 42.2.

**42.1 Personal / carer's leave**

(a) Amount of personal / carer's leave: For each year of service with Bupa, an employee is entitled to:

(i) Nursing employees:

- 12 hours and 40 minutes for each completed month of service, will be available in the first year of service;
- 152 hours will be available per annum in the second and subsequent years of service.

(ii) Non-nursing employees:

- A full-time employee will accrue 3 weeks of personal leave for each year of service.

(b) Accrual of personal / carer's leave: An employee's entitlement to paid

personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

- (c) Taking personal / carer's leave: An employee may take paid personal/carer's leave if the leave is taken:
- (i) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - a personal illness, or personal injury, affecting the member; or
    - an unexpected emergency affecting the member.
- (d) Employee taken not to be on paid personal/carer's leave on public holiday: If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.
- (e) Payment for paid personal/carer's leave: If, in accordance with this clause, an employee takes a period of paid personal/carer's leave, Bupa must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (f) Unpaid carer's leave: An employee, including a casual employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
- a personal illness, or personal injury, affecting the member; or
  - an unexpected emergency affecting the member.
- (g) Taking unpaid carer's leave: An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to clause 42.1(f). An employee may take unpaid carer's leave for a particular permissible occasion as:
- a single continuous period of up to 2 days; or
  - any separate periods to which the employee and his or her manager agree.
- (h) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

## **42.2 Gastroenteritis Outbreak**

- (a) In the event of an outbreak of gastroenteritis, an Employee who contracts gastroenteritis and is absent from work due to that illness, is entitled to paid leave, per outbreak, in accordance with the provisions of this clause with no reduction in their accrued personal leave days, subject to the following conditions:
- (i) Bupa has declared that the workplace is in 'lock down' in accordance with any legislative or other requirements;

- (ii) The Employee must have worked at the workplace during the declared gastroenteritis outbreak;
- (iii) The Employee is entitled to no more than five (5) days of leave per calendar year (any additional leave is to be deducted from personal leave accruals).

#### **42.3 Compassionate leave**

- (a) Entitlement to compassionate leave: An employee is entitled to 5 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
  - contracts or develops a personal illness that poses a serious threat to his or her life; or
  - sustains a personal injury that poses a serious threat to his or her life; or
  - dies.
- (b) Taking compassionate leave: An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 42.3(a); or
  - after the death of the member of the employee's immediate family or household referred to in clause 42.3(a).
- (c) An employee may take compassionate leave for a particular permissible occasion as:
  - a single continuous 5 day period; or
  - any separate periods to which the employee and Bupa agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) Payment for compassionate leave (other than for casual employees): If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, Bupa must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Note: For casual employees, compassionate leave is unpaid leave.

#### **42.4 Notice for personal / carer's leave and compassionate leave**

- (a) An employee must give Bupa notice of the taking of leave under clause 42. This notice:
  - must be given to the employee's manager as soon as practicable (which may be a time after the leave has started); and
  - must advise the manager of the period, or expected period, of the leave.
- (b) An employee is not entitled to take leave under clause 42 unless the employee complies with this section.

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

- (a) If any personal leave absence due to illness exceeds two consecutive working days, the employee is required to provide a medical certificate, or a statutory declaration indicating the need for such leave and covering the total period of the absence.
- (b) If an employee's absence to provide care or support to a member of their immediate family, or household exceeds two consecutive days, the employee is required to provide evidence that would satisfy a reasonable person of the need to take such leave.
- (c) If an employee intends to take compassionate leave, the employee will, if required by the employer, provide evidence that would satisfy a reasonable person of the need to take such leave.
- (d) Notwithstanding (a), Bupa may require an employee to provide a medical certificate or statutory declaration where the absence:
  - (i) is immediately before, during or after a period of annual leave or a public holiday; or
  - (ii) is immediately before or after a day the employee is not rostered to work; or
  - (iii) has been on 4 separate occasions or more within the 3 month period.
- (e) Additional Notice Requirements/Benefits – Nursing Employees

Employees shall be allowed 5 single days of personal and family leave per fiscal year without a medical certificate and those days may be taken at any time including either side of days off or ADO's. Statutory Declarations must be submitted.

- (f) Additional Notice Requirements/Benefits – Non-Nursing Employees
  - (i) Employees shall be allowed three single days of sick leave per fiscal year without certification or statutory declaration provided that the single day of sick leave does not fall on a weekend or public holiday.
  - (ii) Notwithstanding the above, the Employer may request evidence from the Employee if the Employer has reasonable concerns that the Employee is not genuinely absent from work.
  - (iii) Medical certificates from a registered health practitioner or, if they are not reasonably obtainable, from a health care professional, will be accepted by the employer. Statutory Declarations may be used in lieu of medical certificates for access to certified personal/carer's leave.
  - (iv) In the event of an outbreak of an infectious nature at the facility, where staff are directed to not attend the workplace, staff will not be required to produce a medical certificate

**43. 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 43(f) below.
- (ii) In addition to accessing personal/carer's leave as above, Bupa will provide 5 days unpaid leave per annum to deal with family and domestic violence matters. This leave does not accumulate from year to year and is available at the start of each 12 month period of the employee's employment.
- (iii) Where personal/carer's leave entitlements in clause 42 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 43(d) above, and will also be able to access the unpaid leave referred to in clause 43(d)(ii) 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.

**44. Employees experiencing personal difficulties**

- (a) Bupa is committed to providing support 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 48 below), subject to operational requirements, including changes to working times and discretionary leave..
- (c) Bupa will also ensure that employees and their families have access to professional support through the company employee assistance program.

**45. Long service leave**

**40.1 Long Service Leave – Nursing employees**

- (a) Subject to sub-clause (b) and (c), the provisions of the Long Service Leave Act 1976 (as amended) will apply to employees covered by this agreement.
- (b) An employee who achieves 7 years continuous service with the employer will be entitled to long service leave on a pro-rata basis.
- (c) Employees will accrue long service leave at the rate of 13 weeks leave after 10 years of continuous service.

**40.2 Long Service Leave – Non-Nursing employees**

- (a) Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976
- (b) For clarity, this entitlement includes the ability for an Employee to access 8.6666 weeks leave after 10 years service. This will also apply to payment of leave entitlements to all staff who resign after 10 years of service.

**46. Community service leave**

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

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

**47. Parental leave**

**47.1 Parental Leave – Nursing Employees**

- (a) Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009.

Full-time employees and permanent part-time employees are eligible for paid parental leave in accordance with the following provisions:

Employees are eligible for paid parental leave when they have completed at least 52 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child. The entitlement to paid parental leave under this Agreement is separate to, and does not affect, any entitlement an Employee may have to the Commonwealth Government's Paid Parental Leave (PPL) scheme under the Paid Parental Leave Act 2010.

- (b) An eligible employee will be entitled to fourteen (14) weeks paid maternity/ adoption leave as of the lodgement date of this agreement.



- (c) An eligible employee will be entitled to four (4) weeks paid paternity leave upon the birth of the child regardless of whether the infant's mother is on maternity leave.
- (d) The rate of pay for the period of paid absence outlined in (b) and (c) above will be calculated as for personal/carer's leave on full pay for that employee.
- (e) Periods of paid leave outlined in (b) and (c) above will count as service for all purposes.
- (f) Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
- (g) Maternity Leave and Paternity Leave may be paid:

- On a normal fortnightly basis; or
- At the rate of half pay (e.g. Maternity Leave can be paid over a period of 28 weeks on a regular fortnightly basis).

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

(h) Unpaid Leave

Unpaid Maternity leave - An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

Unpaid Paternity Leave - An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

Unpaid Adoption Leave - An employee is entitled to unpaid adoption leave as follows:

Where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

Where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

- (i) An employee who has once met the conditions for paid maternity leave and/or paid adoption leave will be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave; unless:
  - There has been a break in service where the employee has been reemployed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
  - The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include personal/carer's leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Rehabilitation Compensation Act.

- (j) An employee who intends to proceed on maternity or paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (k) In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (l) After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (m) Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to her former position.  
  
Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- (n) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (o) Except in the case of employees who have completed fifteen years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed fifteen years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (p) Parental leave without pay does not count as service for incremental purposes. Periods of Parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- (q) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- (r) If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (personal, annual and/or long service leave) or to take personal leave without pay.
- (s) Where an employee is entitled to paid maternity leave, but because of illness, is on personal, recreation, long service leave, or personal leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The

employee then commences maternity leave with the normal provisions applying.

- (t) Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

- (u) In the event of a miscarriage any absence from work is to be covered by the current personal leave provisions.

In the case of stillbirth, an employee may elect to take personal leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

- (v) An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- (w) An employee returning from parental leave has the right to resume their former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

- (x) Employees may make application to their employer to return to duty for less than the fulltime hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

- (i) the period is to be limited to twenty-four (24) months;
- (ii) the employee is to make an application for leave without pay to reduce her fulltime weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
- (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
- (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly;
- (v) Full-time employees who return to work under this arrangement remain full-time employees.

- (y) Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

- (z) An eligible casual employee means a casual employee:

- (i) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of

- employment during a period of at least 12 months; and
- (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
  - (iii) For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).
  - (iv) An employer must not fail to re-engage a casual employee because:
    - the employee or employee's spouse is pregnant; or
    - the employee is or has been immediately absent on parental leave.
  - (v) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

#### **47.2 Parental Leave – Non-Nursing Employees**

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

##### **Paid Entitlement**

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

##### **Primary Carer leave**

- (a) An eligible full time or part time employee who is the primary carer of a child during the first 12 months of that child’s life, or is adopting a child younger than 16 years of age and is the primary carer of the adopted child, is entitled to paid Primary Carer leave under BPPL in accordance with sub-clause (b) below.
- (b) Bupa will “top-up” Government Paid Parental Leave (GPPL), providing up to 12 weeks of parental leave at the employee’s ordinary rate of pay, for primary care givers of a child including an adopted child. The GPPL pay is based on the rate of the National Minimum Wage (currently \$719.20 per week before tax – this rate is reviewed annually) and is paid for a maximum of 18 weeks. Bupa will provide GPPL pay to employees directly (in their usual pay cycle) and will “top up” this payment so that for the first 12 weeks of their parental leave they receive their salary based on their ordinary rate of pay. Bupa will withhold Pay As You Go tax withholdings at the usual rate.
- (c) Payment is made at the regular pay period as per arrangements prior to the employee going on Parental Leave.

- (d) To avoid doubt, casual employees or any other employees are not entitled to BPPL of any kind under this Agreement (even if they are entitled to GPPL).

### **Secondary Carer leave**

- (a) An eligible full-time or part-time employee, who is the secondary carer of a newly born child or a newly adopted child, is entitled to paid Secondary Carer Leave under BPPL.
- (b) Bupa will “top-up” the Government’s Dad and Partner Pay, providing up to 2 weeks of Secondary Carer Leave at the employee’s ordinary rate of pay. The Dad and Partner Pay is based on the rate of the National Minimum Wage (currently \$719.20 per week before tax – this rate is reviewed annually) and is paid for a maximum of 2 weeks. Bupa will provide Dad and Partner Pay to employees directly (in their usual pay cycle) and will “top up” this payment so that for up to 2 weeks of their parental leave they receive their salary based on their ordinary rate of pay. Bupa will withhold Pay As You Go tax withholdings at the usual rate.
- (c) Payment is made at the regular pay period as per arrangements prior to the employee going on Parental Leave.
- (d) To avoid doubt, casual employees or any other employees are not entitled to BPPL of any kind under this Agreement (even if they are entitled to GPPL).

### **Special Circumstances**

- (a) If during the period of BPPL the child dies, Bupa will continue to “top up” the GPPL for the balance of the BPPL period while they remain eligible in accordance with clause 47.2(b).
- (b) If during the period of BPPL the adopted child leaves the care of the primary care giver, Bupa will cease to “top up” the GPPL in accordance with clause 47.2(b).
- (c) If an employee ceases to be eligible for the GPPL or Dad and Partner Pay, they must inform Bupa of this immediately.

### **Future replacements of GPPL and Dad and Partner Pay**

- (a) Should any new scheme provide less than 100% of an employee’s ordinary rate of pay for at least 12 weeks (for Primary Carer Leave) or 2 weeks (for Secondary Carer Leave), Bupa will continue to pay eligible employees at least the difference between the National Minimum Wage and the employee’s ordinary rate of pay for 12 weeks (for Primary Carer Leave) or 2 weeks (for Secondary Carer Leave).

### **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.

## **48. Requests for Flexible Working Arrangements**

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

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

**48.2** The right to request specifically covers employees who:

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

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

**48.4** To be eligible to make a request:

- An employee other than a casual employee must have completed 12 months continuous service with Bupa immediately prior to making the request;
- Other than in instances of requests relating to experiencing violence from a family member, a casual employee must be a long term casual employee (i.e. have been employed by Bupa on a regular and systematic basis for a sequence of periods of at least 12 months) and have a reasonable expectation of continuing regular and systematic employment with Bupa.

**48.5** A request for changed working arrangements must be in writing, setting out the details of the change sought and of the reasons for the change.

**48.6** Bupa must respond to requests in writing within 21 days, stating if Bupa grants or refuses the request. If the request is refused the written response must include details of the reasons for the refusal.

**48.7** Bupa may only refuse a request on reasonable business grounds (as defined in s.65(5A) of the FW Act).

## **49. Transfer of business**

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

**50. No extra claims**

- 50.1** Bupa and the employees covered by this Agreement, as well as the union signatories to this agreement (the ANMF (TAS Branch) and the HACSU), agree that throughout the life of this Agreement there will be no further claims in relation to the terms and conditions of the employees to whom it applies.
- 50.2** If a disagreement occurs, the parties will follow the dispute resolution procedure as per clause 8 (Dispute Resolution) of this Agreement.

**51. Police Checks**

- 51.1** Where the Employer requires a Full-Time or Part-time Employee who is engaged to work more than 20 hours per week, whether as a result of a legislative requirement or not, to renew a Police Check, the Employer will reimburse the Employee for the cost incurred by an Employee. An Employee must not claim reimbursement from more than one employer.
- 51.2** The Employer will notify an Employee three (3) months before the Police Check expires.
- 51.3** Where a Police Check becomes invalid due to the fault of the Employer, an Employee will not be financially disadvantaged for the period the Police Check is invalid.

**52. Attendance at Meetings and Fire Drills**

- 52.1** Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices or if the employee has worked in excess of their rostered daily hours then they will be paid overtime.
- 52.2** Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings or if the employee has worked in excess of their rostered daily hours then they will be paid overtime.

**53. Protective Clothing And Safety Requirements – Non-Nursing Employees**

- 53.1** Bupa shall provide where necessary, suitable protective clothing for the Employees. An Employee who is supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
- 53.2** Bupa shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants or other materials required to be used in the course of the Employee's duties. An Employee who is required, in accordance with this subclause, to use the safety equipment provided by the Employer shall use them for the purpose they were intended.

**53.3** Compensation to the extent of the damage sustained shall be made where, in the course of the work, an Employee's clothing is damaged, destroyed by fire or the use of corrosive substances.

**54. Recruitment And Retention Incentives – Nurses Only**

**54.1** Employees will be entitled to payment/reimbursement of post graduate course fees which will need to be negotiated on course merit and relevance to Bupa.

**54.2** An employee who works additional shifts at the request of Bupa and incurs child care fees will be entitled to a fifty percent (50%) reimbursement of the child care fees on presentation of receipts from an approved child care provider.

**55. Workloads**

Workloads and management of workloads is an important Issue. In order to identify, minimise and deal with instances of excessive workloads:

**55.1** Bupa will ensure that supervisors and managers are aware that the tasks allocated to employees including the general workload for the employee must not exceed what can reasonably be performed in the hours for which they are employed.

**55.2** Bupa will ensure that supervisors and managers implement procedures to monitor the hours worked and the required workload of the employees they supervise. Where employees regularly work hours in excess of the hours for which they are employed to perform their jobs or have workloads that are unreasonable, changes (technology, responsibility, and extra resources) will be implemented in consultation with the employees or union.

**55.3** In most circumstances vacant positions will be filled within three months. If it appears likely that will not be the case, supervisors and/or managers will consult affected employees, giving the reasons why the position will not be filled and advising how the workloads will be managed having regard to clause 55.1 and clause 55.2 above.

**56. 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.

**57. Notice Board**

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



**58. Posting of the Agreement**

A copy of this agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

**59. Workplace Representatives**

**59.1** Bupa and the union signatories to this agreement (ANMF (TAS Branch) and HACSU) are committed to an environment of positive employment relations.

**59.2** In accordance with the provisions of the FW Act, Bupa acknowledges and supports the role that democratically elected workplace delegates undertake in the workplace.

**59.3** Workplace delegates will, upon applications in writing to Bupa and subject to operational convenience, be granted up to five days per calendar year unpaid leave to attend union training, workshops, courses, seminars and/or conferences. Bupa will not unreasonably withhold approval.

**59.4** This leave is noncumulative and is paid at the ordinary rate of pay.

**59.5** To avoid the employee being disadvantaged, where practicable, the employer will offer the employee additional shifts equal to the leave accessed under clause 59.3.

**59.6** For the purposes of this clause “workplace delegate” includes HACSU and ANMF (TAS Branch) workplace representatives.

**60. Replacement of this agreement**

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

## Schedule A - Wage rates

### 1. Nursing employees

Classification (see Schedule B)		FFPPOA 1 August 2017	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020
		3%	3%	3%	3%
		Hourly rate of pay			
<b>Enrolled Nurse</b>	1st year	\$25.38	\$26.14	\$26.92	\$27.73
	2nd year	\$25.93	\$26.70	\$27.50	\$28.33
	3rd year	\$26.46	\$27.25	\$28.07	\$28.91
	4th year	\$27.00	\$27.81	\$28.64	\$29.50
	5th year	\$27.53	\$28.36	\$29.21	\$30.08
<b>Enrolled Nurse Level 2 (Medication Endorsed)</b>	1st year	\$27.94	\$28.78	\$29.65	\$30.54
	2nd year	\$28.48	\$29.33	\$30.21	\$31.12
<b>Registered Nurse - Level 1 (RN1)</b>	1st year	\$27.80	\$28.63	\$29.49	\$30.38
	2nd year	\$29.15	\$30.02	\$30.92	\$31.85
	3rd year	\$30.84	\$31.76	\$32.72	\$33.70
	4th year	\$31.84	\$32.79	\$33.78	\$34.79
	5th year	\$33.19	\$34.18	\$35.21	\$36.26
	6th year	\$34.53	\$35.56	\$36.63	\$37.73
	7th year	\$35.87	\$36.95	\$38.06	\$39.20
	8th year	\$37.21	\$38.33	\$39.48	\$40.66
<b>Registered Nurse - Level 2 (RN2)</b>	1st year	\$38.56	\$39.72	\$40.91	\$42.14
	2nd year	\$39.46	\$40.64	\$41.86	\$43.12
	3rd year	\$40.36	\$41.57	\$42.81	\$44.10
	4th year	\$41.25	\$42.49	\$43.76	\$45.08

Classification (see Schedule B)		FFPPOA 1 August 2017 3%	FFPPOA 1 July 2018 3%	FFPPOA 1 July 2019 3%	FFPPOA 1 July 2020 3%
<b>Registered Nurse - Level 3 (RN3)</b>	1st year	\$42.93	\$44.22	\$45.54	\$46.91
	2nd year	\$43.94	\$45.26	\$46.62	\$48.01
	3rd year	\$44.95	\$46.30	\$47.69	\$49.12
	4th year	\$45.96	\$47.34	\$48.76	\$50.22
<b>Registered Nurse - Level 4 (RN4)</b>	Grade 1 (0-60 beds)	\$51.34	\$52.88	\$54.46	\$56.10
	Grade 2 (61-90 beds)	\$51.34	\$52.88	\$54.46	\$56.10
	Grade 3 (91-120 beds)	\$51.34	\$52.88	\$54.46	\$56.10
	Grade 4 (121 beds +)	\$55.26	\$56.92	\$58.62	\$60.38
<b>Registered Nurse -Level 5 (RN5)</b>	Grade 1 (1-30 beds)	\$51.34	\$52.88	\$54.46	\$56.10
	Grade 2 (31-60 beds)	\$55.26	\$56.92	\$58.62	\$60.38
	Grade 3 (61-90 beds)	\$59.18	\$60.96	\$62.79	\$64.67
	Grade 4 (91 beds +)	\$63.66	\$65.57	\$67.54	\$69.57

\*\*A Registered Nurse or Enrolled Nurse up to and including the classification of Registered Nurse - Level 3 whilst undertaking post basic training shall be paid at his/her existing salary rate and shall retain his/her normal incremental progression whilst undergoing such training.

\*\*\* All rates are reflected on an hourly rate basis

**2. Non-Nursing employees**

Classification (see Schedule B)	FFPPOA 1 August 2017	FFPPOA 1 July 2018	FFPPOA 1 July 2019	FFPPOA 1 July 2020
	3%	3%	3%	3%
Aged Care Employee Level 1	\$20.33	\$ 20.94	\$ 21.5	\$ 22.22
Aged Care Employee Level 2	\$21.17	\$ 21.80	\$ 22.4	\$ 23.13
Aged Care Employee Level 3	\$22.00	\$ 22.66	\$ 23.3	\$ 24.04
Aged Care Employee Level 4	\$22.27	\$ 22.94	\$ 23.6	\$ 24.33
Aged Care Employee Level 5	\$23.01	\$ 23.70	\$ 24.4	\$ 25.14
Aged Care Employee Level 6	\$24.25	\$ 24.97	\$ 25.7	\$ 26.49
Aged Care Employee Level 7	\$24.69	\$ 25.43	\$ 26.1	\$ 26.98

## Schedule B – Classifications

### 1. Nursing employees

Registered Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as a Registered Nurse (Division 1).

Enrolled Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as an Enrolled Nurse (Division 2).

Registered Nurse - Level 1 means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.

Registered Nurse - Level 2 means a Registered Nurse, who is appointed as such, and:

- (a) has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
- (b) Has the ability and skills to provide guidance to Registered Nurses – Level 1; and
- (c) Is employed within a clinical unit;

Registered Nurse - Level 3 means a Registered Nurse who is appointed as such, and may be referred to as: Clinical Nurse Consultant or Nurse Manager or Staff Development Nurse.

- (a) Clinical Nurse Consultant

Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit;

- (b) Nurse Manager

Is responsible and accountable for the management of resources within a management unit;

- (c) Staff Development Nurse

Is responsible for the conduct, evaluation and planning of education programmes and/or staff development for a specified group of nurses, or education programmes for patients/clients and others.

Registered Nurse - Level 3A means a Registered Nurse appointed as such who may be referred to as the Evening, Night or Weekend Supervisor and is accountable for the overall provision of patient/client/resident care and the management of resources.

Registered Nurse - Level 4 means a Registered Nurse who is appointed as such and may be referred to as Assistant Director of Nursing - Clinical; Assistant Director of Nursing - Management; Assistant Director of Nursing – Staff Development.

- (a) Assistant Director of Nursing - Clinical is responsible for the formulation, co-ordination and direction of policies for clinical nursing practice and is accountable for the standards of nursing care in an assigned number of clinical units;
- (b) Assistant Director of Nursing - Management is responsible and accountable for management resources in an assigned number of management units;

- (c) Assistant Director of Nursing - Staff Development is responsible for the co-ordination, development and evaluation of post-basic education courses approved by the AHPRA or Staff development programmes.

Registered Nurse - Level 5 means a Registered Nurse who is appointed as Director of Nursing, Director of Nursing or Facility Manager and who is a member of the executive management team, responsible and accountable for the overall coordination of the Nursing Division.

Student/Trainee Enrolled Nurse means an employee undergoing training in a course approved by the Nursing and Midwifery Board of Australia for registration as an Enrolled Nurse (Division 2)

## **ACCELERATED ADVANCEMENT**

### **Entitlement**

A Registered Nurse - Level 1 shall be entitled to progress one increment on that person's first appointment following registration with the AHPRA, or at anyone time during the person's employment history as a Registered Nurse - Level 1, on attainment of the following:

- a) An UG1 degree in nursing; or
- b) registration in another branch of nursing or on another nursing register maintained by the AHPRA where the employee is working in a particular practice setting which required the additional registration; or
- c) Successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

### **Translation arrangements for accelerated advancement**

From the first full pay period commencing on or after 1 January 1992 any Registered Nurse - Level 1 who meets the criteria of the above clause shall be entitled to immediate accelerated advancement in accordance with the above clause.

Existing incremental dates shall not be affected by progression in accordance with the above clause.

## 2. Non-Nursing 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 Gardner	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) Receptionist	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		

### Aged care employee – Level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures, including the administration of medication in the case of a Personal Care Worker;



- 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 Cook (trade)	Personal Care Worker Grade 3
Senior Receptionist		
Maintenance/Handyperson (Unqualified)		
Driver (3 ton and over)		
Gardner (trade or TAFE Certificate III of above)		

#### **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, including the administration of medication in the case of a Personal Care Worker;
- 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
Maintenance tradesperson (advanced) Gardner (advanced)	Senior Chef

### Aged care employee – Level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures, including the administration of medication in the case of a Personal Care Worker;
- 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)		
Gardner Superintendent		
General Services Supervisor		

## Schedule C – Summary of Allowances

These tables summarises the allowances in clause 21 of this Agreement. This is a summary only and allowances are governed by the terms of clause 21 of this Agreement. These allowances will be adjusted during the life of this Agreement in accordance with clause 21.2.

### Nursing Employees only:

Allowance Type	1-Jul-18	1-Jul-19	1-Jul-20
Criminal history checks – all employees	Payment by Bupa in full.		
Preceptor Allowance	\$ 2.49	\$ 2.57	\$ 2.64
In Charge Allowance (Registered Nurses only) – per shift	\$ 37.36	\$ 38.49	\$ 39.64
On Call Allowance – Monday to Friday – per hour	\$ 3.73	\$ 3.85	\$ 3.96
On Call Allowance – Monday to Friday – minimum payment	\$ 29.90	\$ 30.79	\$ 31.72
On Call Allowance – Saturday, Sunday, Public Holiday, non-rostered day – per hour	\$ 4.97	\$ 5.11	\$ 5.27
On Call Allowance – Saturday – minimum payment	\$ 32.55	\$ 33.52	\$ 34.53
On Call Allowance – Sunday, Public Holiday, non-rostered day – minimum payment	37.98	39.12	40.29
Travel Allowance – Accommodation	\$ 149.47	\$ 153.95	\$ 158.57
Travel Allowance – Incidentals	\$ 21.14	\$ 21.78	\$ 22.43
Clothing & Equipment – Uniform Allowance, hourly rate	\$ 0.32	<i>Rates will be adjusted annually in line with applicable CPI figure</i>	
Clothing & Equipment – Uniform Allowance, weekly rate	\$ 12.16		
Clothing & Equipment – Laundry Allowance, hourly rate	\$ 0.12		
Clothing & Equipment – Laundry Allowance, weekly rate	\$ 4.50		
Meal Allowance – Standard (if meal not provided)	\$13.13		
Meal Allowance – if overtime exceeds 4 hours	\$ 11.61		
Meal Allowance – away from South Hobart - Breakfast	\$23.38		
Meal Allowance – away from South Hobart - Lunch	\$29.25		
Meal Allowance – away from South Hobart - Dinner	\$46.81		
Vehicle Allowance per kilometre	\$ 0.78		

**Non-Nursing Employees only:**

<b>Allowance Type</b>	<b>1-Jul-18</b>	<b>1-Jul-19</b>	<b>1-Jul-20</b>
Criminal history checks – all employees	Payment by Bupa in full.		
On Call Allowance – per hour	\$ 1.42	\$ 1.46	\$ 1.51
On Call Allowance – minimum payment	\$ 11.37	\$ 11.71	\$ 12.07
Buddy Shift Allowance – per hour	\$ 1.28	\$ 1.32	\$ 1.36
Buddy Shift Allowance – maximum payment	\$ 10.27	\$ 10.58	\$ 10.89
Nauseous Allowance - per hour	\$ 0.48	\$ 0.49	\$ 0.51
Nauseous Allowance - minimum per week	\$ 3.82	\$ 3.93	\$ 4.05
Travel Allowance – Accommodation	\$ 149.47	\$ 153.95	\$ 158.57
Travel Allowance – Incidentals	\$ 21.14	\$ 21.78	\$ 22.43
Clothing & Equipment – Uniform Allowance, hourly rate	\$0.17	<i>Rates will be adjusted annually in line with applicable CPI figure</i>	
Clothing & Equipment – Uniform Allowance, weekly rate	\$6.46		
Clothing & Equipment – Laundry Allowance, hourly rate	\$0.04		
Clothing & Equipment – Laundry Allowance, weekly rate	\$1.52		
Meal Allowance – Standard (if meal not provided)	\$ 12.88		
Meal Allowance – if overtime exceeds 4 hours	\$11.61		
Meal Allowance – away from South Hobart - Breakfast	\$24.15		
Meal Allowance – away from South Hobart - Lunch	\$30.18		
Meal Allowance – away from South Hobart - Dinner	\$48.29		
Tool Allowance – Weekly rate	\$ 11.45		
Vehicle Allowance per kilometre	\$ 0.78		

**Signing page**

Signed for and on behalf of **Bupa Aged Care Australia Pty Ltd**  
ABN 74 082 931 575 by:  
Full Name: **Vesna Garnett**  
Title and explanation of authority to sign this Agreement:  
**People Director**  
Address: **255 George Street, Sydney.**




Signature: .....

Date: 25 / 9 / 2018

Signed for and on behalf of the **employees** covered by this Agreement by:  
Full Name (please print): Michelle Sorrentino  
Title and explanation of authority to sign this Agreement:  
Extended Care Assistant  
Address: 14 Gore St south Hobart  
Signature: M.Sorrentino

26/9/2018

Signed for and on behalf of the **employees** covered by this Agreement by:  
Full Name (please print): TIM JACOBSON  
Title and explanation of authority to sign this Agreement:  
STATE SECRETARY  
Address: 11 CLARE ST. NEW TOWN 7008  
Signature:   
Date: 27/09/2018



Bupa Aged Care Australia Pty Ltd  
Level 16, 33 Exhibition Street  
Melbourne 3000  
[www.bupa.com.au](http://www.bupa.com.au)

6 February 2019

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

### **UNDERTAKING**

#### **AG2018/5443 - Application for the Approval of the Bupa Aged Care Australia South Hobart Enterprise Agreement 2018 ("Agreement")**

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

1. In addition to clause 36.2 – Time off instead of payment for overtime, the following condition will also apply:
  - a. 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.

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

Vesna Garnett  
People Director, Bupa Aged Care Australia Pty Ltd