



# DECISION

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

**Baptcare Limited Trading AS Baptcare**  
(AG2025/1334)

## **BAPTCARE KARINGAL COMMUNITY ENTERPRISE AGREEMENT 2024**

Aged care industry

DEPUTY PRESIDENT O'NEILL

MELBOURNE, 20 MAY 2025

*Application for approval of the Baptcare Karingal Community Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Baptcare Karingal Community Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Baptcare Limited Trading AS Baptcare. The Agreement is a single enterprise agreement.

[2] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

[3] The Notice of Representational Rights (NERR) distributed to employees is a pre-6 June 2023 reforms version. However, I am satisfied that the Agreement would have been genuinely agreed to but for the minor technical departure from the NERR requirements under s.174 of the Act and that the employees covered by the Agreement were not likely to have been disadvantaged by this error. Accordingly, I exercise the discretion conferred by s.188(5) of the Act.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 37.1 of the Agreement, providing for annual leave, which states that a full-time employee will be entitled to four weeks of annual leave after 12 months continuous service, inconsistent with s87 of the Act, providing for four weeks of annual leave for each year of service.
- Clause 37.3 of the Agreement, which provides that shiftworkers are entitled to an additional week of annual leave after 12 months services, inconsistent with s.87 of the Act.

However, noting clause 4 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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

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

[7] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 May 2025. The nominal expiry date of the Agreement is 31 October 2026.



DEPUTY PRESIDENT

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# Baptcare

## Enterprise Agreement

### *Karingal Community*



## **Baptcare Karingal Community - Enterprise Bargaining Agreement 2024.**

### **PART A-APPLICATION AND OPERATION**

#### **1. TITLE**

This Agreement shall be known as Baptcare Karingal Community Enterprise Agreement 2024 and throughout is referred to as the "Agreement".

#### **2. ARRANGEMENT**

This Agreement shall be arranged as follows:

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### 3. COVERAGE OF THE AGREEMENT

This Agreement shall be known as the Baptcare Karingal Community Enterprise Agreement 2024 (Agreement)

This Agreement covers:

- (a) Baptcare Ltd with regards to its operations in the State of Tasmania ('Baptcare'), including in relation to any residential aged care facilities acquired by Baptcare or which may open for operation during the term of this Agreement, subject to the transfer of business provisions of the Act.
- (b) Employees employed by Baptcare in any of the Residential Aged Care facilities, operated by Baptcare and in a classification prescribed by this Agreement.
- (c) The Australian Nursing and Midwifery Federation (ANMF) Tasmanian Branch, subject to giving notice under section 183 of the Act.
- (d) Health and Community Services Union (HACSU), Tasmania, subject to giving notice under section 183 of the Act.

### 4. RELATIONSHIP TO THE NES

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. To avoid doubt, the provisions of the NES do not form part of this Agreement.

### 5. DATE AND PERIOD OF OPERATION

- (a) This Agreement will be operational seven (7) days after it is approved by the Fair Work Commission.
- (b) The nominal expiry date of this Agreement is 31 October 2026, but it will continue to operate beyond this date until it ceases operation in accordance with the Act.

### 6. DEFINITIONS

**Afternoon Shift** means a shift finishing between the hours of 6.00pm and midnight.



**Agreement** means the Baptcare Karingal Community Enterprise Agreement 2024.

**Award** means Aged Care Award 2010 and Nurses Award 2020.

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

**AHPRA** means the Australian Health Practitioner Regulation Agency.

**Base Rate of Pay** means the hourly rate of pay payable to an Employee based on the Employee's classification contained in Appendix A or B of this Agreement.

**Broken Shift** means a broken shift as defined in the Broken Shift Clause of this Agreement.

**Casual Employee** means a casual employee as defined in Casual Employment Clause of the Agreement.

**Child**, other than as defined in the parental leave Clause, includes an adopted child, a stepchild, a foster child.

**Clinical Employee** means an Employee in a relevant classification as set out in Appendix D - Classifications - Clinical Employees.

**Continuous Service** means continuous service as defined in Section 22 of the Act.

**Day Shift** means a shift worked between the hours of 6.00am and 6.00pm Monday to Friday inclusive.

**Day Worker** means an Employee whose Ordinary Hours of Work are worked between the span of hours 6.00am to 7.00pm on the days Monday to Friday inclusive.

**De Facto Partner** means:

- (a) Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis; and
- (b) Includes a former de facto partner of the employee.

**Employee** means a person employed by the Employer at the Facility in a classification level contained in Appendix D of this Agreement.

**Employer** means Baptcare Ltd. trading as Baptcare Karingal Community (ABN 12 069 130 463)

**Full-Time Employee** means someone engaged to work for the full ordinary hours as prescribed in this Agreement.



**FWC** means the Fair Work Commission.

**Immediate Family Member** has the meaning in the Act as the following:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild, or siblings of the Employee
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee
- (c) a spouse includes a former spouse of an Employee.

**NES** means National Employment Standards.

**Night Shift** means any shift finishing on or before 7.15 am on the day following the commencement of the shift.

**Non-Clinical Employee** means an Employee in a relevant classification as set out in Appendix D - Classifications - Non-Clinical Employees.

**Ordinary Hours of Work** means the hours worked by an Employee in accordance with the Hours of Work Clause of this Agreement.

**Part-Time Employee** means a part time employee as defined in the Part- Time Employment Clause of the Agreement.

**Projected Roster** means an Employee's normal Roster for the period of leave where applicable.

**Relevant Hourly Rate** means the salary for an employee's classification as specified in Appendix A, that is, the base rate.

**Roster** means a work pattern of hours required to be worked with start and finish times prepared by the Employer. The Roster is to be a non-rotating roster unless most Employees agree otherwise.

**Rotating Roster** means a roster that requires an Employee to regularly rotate between Day Shift, Afternoon Shift and Night Shift or any two of those three shift types.

**Shift Worker** means an Employee as defined in the Hours of Work Clause in this Agreement.

**Spouse** includes a former spouse.

**Unions** means the Health and Community Services Union, Tasmania Branch and the Australian Nursing and Midwifery Federation, Tasmanian Branch.

## 7. FLEXIBILITY TERM

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

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the Act; and
- (b) Are not unlawful terms under section 194 of the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the Employer and Employee; and
- (c) Is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) Includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in

relation to the terms and conditions of his or her employment because of the arrangement; and

- (e) States the day on which the arrangement commences.

7.4 Baptcare must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

7.5 Baptcare or an Employee may terminate an individual flexibility arrangement:

- (a) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) If Baptcare and Employee agree in writing - at any time.

## 8. REQUEST FOR FLEXIBILITY ARRANGEMENT

8.1 An Employee may request an individual flexibility arrangement under this clause, in addition to the right contained in the NES s.65 of the *Fair Work Act* (as amended) in circumstances where the Employee is:

- (a) pregnant;
- (b) the parent or has the responsibility for the care of a child who is of school age or younger;
- (c) a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) has a disability;
- (e) is 55 or older;
- (f) is experiencing violence from a member of the Employee's family; or
- (g) provides care or support to a member of the Employee's immediate family, or a member of the Employee's immediate household, who requires care or support because the member is experiencing violence from the member's family.
- (h) To avoid doubt, and without limiting subsection 8.1 (b) an employee who:
  - (i) is a parent, or has responsibility for the care, of a child; and
  - (ii) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time.

8.2 A request made pursuant to Clause [8.1](#) of this Agreement must be in writing and set out the detailed reasons for the change. The Employer must respond in writing to the request within 21 days stating whether the request has been granted or refused. If refused the response must include details of the reasons of the refusal. The Employer may only refuse the request on reasonable business grounds (as defined in s.65A of the Fair Work Act). Should the NES be amended during the life of this Agreement the amended NES will apply.

8.3 To avoid doubt, and without limiting Clauses [8.1](#) and [8.2](#) an Employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Employee to care for the child.

8.4 The Employee is not entitled to make a request pursuant to Clause [8.1](#) unless:

- (a) for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual employee – the Employee:
  - (i) is a long term casual Employee of Baptcare immediately before making the request; and
  - (ii) has a reasonable expectation of continuing employment with Baptcare on a regular and systematic basis.

## 9. CONSULTATION

9.1 This term applies if Baptcare:

- (a) Has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) Proposes to introduce a change to the regular Roster or Ordinary Hours of Work of Employees.

### **Major change**

9.2 For a major change referred to in Clause [9.1\(a\)](#)

- (a) Baptcare must notify the relevant Employees of the decision to introduce the major change; and
- (b) Clauses [9.3 to 9.9](#) apply.

9.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.4 If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise Baptcare of the identity of the representative.

Baptcare must recognise the representative.

9.5 As soon as practicable after making its decision, Baptcare 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 Baptcare is taking to avert or mitigate the adverse effect of the change on the Employees.
- (b) For the purposes of the discussion provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and

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

9.6 However, Baptcare is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.7 Baptcare must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

9.8 If a term in this Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of Baptcare, the requirements set out in [Clause 8.2\(a\)](#) and sub-[Clauses 8.3](#) and [8.5](#) are taken not to apply

9.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) The termination of the employment of Employees; or
- (b) Major change to the composition, operation, or size of Baptcare'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.
- (h) Redundancy

#### **Change to regular Roster or Ordinary Hours of Work**

9.10 For a change referred to in [Clause 9.1\(b\)](#):

- (a) Baptcare must notify the relevant Employees of the proposed change; and

- (b) Clauses [9.11](#) to [9.15](#) apply.

9.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.12 If:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advise Baptcare of the identity of the representative.

Baptcare must recognise the representative.

9.13 As soon as practicable after proposing to introduce the change, Baptcare must:

- (a) Discuss with the relevant Employees the introduction of the change; and
- (b) For the purposes of the discussion, provide to the relevant Employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what Baptcare reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that Baptcare reasonably believes are likely to affect the Employees; and
- (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

9.14 However, Baptcare is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.15 Baptcare must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

9.16 In this term:

**relevant Employees** means the Employees who may be affected by a change referred to in Clause [9.1](#).

## 10. AVAILABILITY OF AGREEMENT

Baptcare must ensure that copies of this Agreement and the NES are available to each Employee, such as on a notice board which is conveniently located at or near the workplace or



through electronic means, whichever makes them more accessible.

## **PART B-TYPES OF EMPLOYMENT**

### **11. TYPES OF EMPLOYMENT**

#### **11.1 Minimum Employment Period**

An Employee (other than Casual Employee) will be on a period of probation for the first six months of engagement for the purposes of determining the Employee's suitability for ongoing employment.

#### **11.2 Categories of Employees**

- (a) An Employee will be employed in one of the following categories:
  - (i) Full-Time; or
  - (ii) Part-Time; or
  - (iii) Casual.

- (b) At the time of engagement Baptcare will inform an Employee whether the Employee is employed on a Full-Time, Part-Time, or Casual basis. Baptcare 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 Employee's classification.

An Employee may perform work as a Day Worker or a Shift Worker.

#### **11.3 Full time employment**

Full time Employees must be paid for a minimum of four (4) hours' work on each occasion they attend work.

#### **11.4 Part-time employment**

- (a) The hours of work for a Part-Time Employee are less than full time hours per week and has reasonably predictable hours of work.
- (b) Part-Time Employees will be given fair and reasonable access to additional shifts that are also allocated to Casual Employees.
- (c) Before commencing employment, Baptcare and a part time employee will agree in writing on the guaranteed minimum hours to be worked and the rostering arrangements which will apply to those hours. This will include agreement

as to the number of hours to be worked each week, the days of the week that Employee will work and the starting and finishing times each day. A Part-Time Employee may agree in writing to vary these hours.

- (d) An Employee who is contracted to work part time hours can agree to work additional hours (in writing) at their ordinary rate of pay, if they do not work more than 76 hours in any fortnightly period or beyond the standard shift length of a full-time employee. Any hours worked beyond this will be paid at the appropriate overtime rate.
- (e) Annual review of Part -Time hours:
  - (i) If a Part-Time Employee is regularly working more than their agreed regular pattern of work, the parties may agree in writing to amend the Employees hours of work to incorporate the increased hours, which will then be paid at the ordinary rate of pay.
  - (ii) 'Regularly working' does not apply where the increase in hours is on a temporary basis including but not limited to covering absences due to leave specific resident's needs for a fixed period and/or where the operational requirements (or anticipated operation requirements) of Baptcare do not support the variation of hours.
  - (iii) A Part- Time Employee may otherwise request a review of their hours of work at any time, with such a review to occur no more than once in any 12-month period. Any adjusted contracted hours, should, reflect Roster cycles and shift configurations. Adjusted contracted hours may be slightly above or below the average of the additional hours to reflect this Roster cycle or shift configuration.
- (f) Minimum Engagement  
Part-time Employees must be paid for a minimum of two (2) hours' work on each occasion they attend work.

### 11.5 Casual employment

- (a) A Casual Employee is an Employee engaged as such on an hourly basis A Casual Employee is an Employee engaged on an irregular, variable or unpredictable basis or

on an as and when needed basis.

- (b) A Casual Employee will be paid a minimum of two (2) hours' pay for each engagement.
- (c) Where Baptcare has engaged a Casual Employee in accordance with this Clause, Baptcare may give notice of cancellation of the engagement up to twelve (12) hours before the scheduled commencing time in the case of a Day Shift and up to six (6) hours before commencing time of either an Afternoon Shift or a Night Shift.

Provided that if the minimum notice of cancellation of the engagement is not given, the Employee is entitled to be paid three (3) hours' pay in the case of a Clinical Employee and two (2) hours' pay in the case of a Non-Clinical Employee.

- (d) A Casual Employee who has their engagement cancelled by Baptcare without the minimum notice of cancellation specified in paragraph (c) and who has incurred childcare fees as a result, shall, on presentation of receipts to Baptcare, be entitled to a full reimbursement of those childcare costs provided that the claim for reimbursement must be made to the Employee within two (2) pay fortnights of the cancelled engagement.
- (e) Casual employees must not be placed on a roster for a period more than six weeks unless engaged to temporarily cover the absence of a full time or part- time employee.
- (f) The Annual Leave, Personal/Carers Leave paid Compassionate Leave and Termination provisions shall not apply to casual employees.
- (g) Where a casual employee has continuous service in accordance with clause [6](#) of this Agreement, they shall not be excluded from the long service leave provisions at clause [44](#).
- (h) Casual Conversion  
Where a Casual Employee has been rostered on a regular and systematic basis over twenty six (26) weeks (provided that the rostering pattern has not resulted from coverage for extended absences such as parental leave, long service leave, workers compensation leave and extended personal

leave), either Baptcare or the Employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party. In addition to the process above, a casual Employee may have a right to request to convert to permanent employment under the NES (s. 66F of the Act).

#### **11.6 Fixed Term Contracts**

- (a) Fixed term employment will only be used for genuine fixed term arrangements.
- (b) Genuine fixed term arrangements include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects, re-fresher courses, supervised practice for re-registration and post-graduate training.
- (c) Such an arrangements which are entered into after 6 December 2023 must comply with the Act at s.333e to s.333h. Exemptions from this limit include temporarily replacing another employee on long service leave, performing a discrete task for a fixed period. and Government funded projects for a specific period.

### **12. HOURS OF WORK**

12.1 The ordinary hours of work for day workers and shift-workers are an average of thirty-eight (38) hours per week worked over seventy-six (76) hours per fortnight or one hundred and fifty-two (152) hours per four (4) week period.

12.2 The ordinary hours of work for a day worker are to be worked over five (5) days, Monday to Friday inclusive, in continuous periods of eight (8) hours per day between 6.00am to 7.00pm.

12.3 The span of hours specified above may, by agreement between Baptcare and the majority of employees be altered for all Employees, or a section of employees, provided the span is not to exceed twelve (12) hours.

12.4 A shift worker is an Employee who is regularly rostered to work their ordinary hours of work outside the span of hours of work of a day worker.

12.5 The ordinary hours of work are not to exceed:

- (a) For all employees: Eight (8) hours per day or shift unless an employee mutually agrees to extend their ordinary hours to ten (10) hours on a day or shift;
- (b) For day workers: Seventy-six (76) hours in a fortnight.
- (c) For shift workers: Forty-eight (48) hours in any one week;
- (d) For shift workers: Eighty-eight (88) hours in a fortnight provided for part-time shift workers the ordinary hours are not to exceed seventy-six (76) hours in a fortnight- except where the employee requests a swap in shifts or arranges a change in shifts themselves which causes them to work in excess of seventy-six (76) hours per fortnight.

12.6 An Employee must receive the following breaks between shifts:

- (a) An Employee will be allowed a break of not less than ten (10) hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the ten (10) hour rest break may be reduced to eight (8) hours.
- (c) Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next that they have not had the break prescribed by this clause between those finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight (8) consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.
- (d) If at the direction of Baptcare an Employee resumes or continues work without having had the break prescribed by this clause, the Employee shall be paid at double time until released from duty and shall then be entitled to eight consecutive hours off duty

without loss of pay for any ordinary hours working time occurring during such time off duty.

- (e) All 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 two consecutive days at a time.



## PART C – WAGES AND ALLOWANCES

### 13. WAGES

13.1 The current rates of pay and allowances directly linked to pay increases specified in Appendix A (which have been rounded up to the nearest cent) applying to each Employee to whom this Agreement applies shall be increased as follows:

- (a) Increases from the first full pay period on or after 1 December 2023 in accordance with their classification specified in Appendix A and Appendix B.
- (b) By 2.5% from the first full pay period on or after 1 February 2024
- (c) By the dollar amounts specified for indirect workers and direct care-workers in the Commonwealth Guidance that implements Stage 3 of the Aged Care Work Value care (ACWVC) from the first full pay period on or after 1 January 2025.
- (d) By a further 2.5 % from the first full pay period to commence on or after 31 January 2025
- (e) By the dollar amounts specified for the nurses Commonwealth Guidance that implements Stage 3 of the Aged Care Work Value Case (ACWVC) from the first full pay period on or after 1 March 2025.
- (f) By the dollar amounts specified for indirect workers and direct care-workers in the Commonwealth Guidance that implements Stage 3 of the Aged Care Work Value care (ACWVC) from the first full pay period on or after 1 October 2025.
- (g) By a further 2.5% from the first full pay period to commence on or after 31 January 2026

### 13.2 Fair Work Commission Aged Care Work Value Case (Stage 3)

- (a) Provided the Stage 3 outcome is fully funded by the Commonwealth, Baptcare commits to pass on all additional funding it receives from the Commonwealth throughout the nominal term of the agreement (subject to the Commonwealth funding being sufficient to meet both the above-Agreement wage component and on costs). Further, Baptcare commits to applying the increases set out in 13.1 above on the dates prescribed and including the ACWV case increases.
- (b) Any increase in Employee wages in Appendix A arising because of this clause 16.4 will take effect from the first full pay period commencing on or

after the date that Baptcare receives the additional funding from the Commonwealth Government

- (c) As soon as the Department of Health Guidance regarding the FWC 27 June Final Decision on operative dates is available, Baptcare will meet promptly with the ANMF and HWU to discuss the implementation of those decisions.
- (d) Any dispute about the matters contemplated by this clause 50.4 may be dealt with under Clause 50 Dispute Resolution Procedure.

### **13.3 Full-Time Employees**

The Base Rate of Pay for a Full-Time Employee shall be the hourly rate of pay for the Employee's classification, as set out in Appendix A or Appendix B of this Agreement.

### **13.4 Part-Time Employees**

The Base Rate of Pay for a Part-Time Employee shall be the hourly rate of pay for the Employee's classification, as set out in Appendix A or B of this Agreement.

### **13.5 Casual Employees**

The Base Rate of Pay for a Casual Employee shall be the hourly rate of pay for the Employee's classification as set out in Appendix A or B of this Agreement. In addition, a casual loading of 25% will be payable on the Base Rate of Pay.

### **13.6 Assessed Disability**

Will be paid in accordance with the Award provided that the rate of pay will be the base rate of pay as Per Schedule A of this Agreement.

## **14. PAYMENT OF WAGES**

### **14.1 Time and Interval - Payment of Wages**

Wages must be paid fortnightly. Wages shall be paid no later than the Thursday following the end of each fortnightly period. When a Public Holiday occurs on a nominated pay-day, payment shall be paid on the day preceding the Public Holiday.

## **14.2 Method of Payment of Wages**

An Employee will be paid wages by electronic funds transfer into the bank or financial institution account nominated by the Employee.

## **14.3 Payment of Wages on Termination**

When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by Baptcare, payment of all wages owing to an Employee will be made by electronic funds transfer to the Employee seven days after the termination or otherwise the next business day.

## **14.4 Late payment of Wages**

Except in circumstances beyond the control of Baptcare (for example bank error or delay), or where Baptcare and Employee have agreed to an alternative arrangement for payment to be made, an Employee kept waiting for more than a quarter of an hour for wages, on the normal pay day after 5pm, is to be paid the Employee's Base Rate of Pay after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the Employee is advised that payment will not be forthcoming on that day.

This is provided that any period of waiting time shall not commence until the time that the Employee notifies Baptcare that payment of wages has not been made.

Payment at the Base Rate of Pay 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 made.

## **15. ACCRUED DAYS OFF**

Baptcare will endeavour to implement a system whereby Full-Time Employees can work an average of eighty (80) hours per fortnight and elect to receive one paid day off a month (accrued day off) (i.e. a 19 day month).

## **16. ROSTERING**

- 16.1 An Employee required to work outside the span of hours of a Day Worker must work in accordance with a Roster.
- 16.2 The Roster will stipulate a twenty-eight (28) day roster period.
- 16.3 Baptcare shall make available for each Employee to which Clause (a) above applies a copy of the Roster which will include the Employee's rostered hours of work. This must include a minimum of two (2) consecutive days off each week except where alternative arrangements are made by agreement between Baptcare and Employee(s) concerned.
- 16.4 The Roster shall not be changed without four (4) weeks' notice provided that an Employee's individual place on the Roster may be changed with one (1) weeks' notice or payment of the relevant overtime rate.
- 16.5 The Roster and changes to the Roster may be communicated to an Employee in a range of ways including telephone; direct contact; email; text message and electronically via an App.
- 16.6 The Roster may be altered at any time in the event of an emergency; or where agreement is reached with Baptcare and the Employee affected by the alteration.
- 16.7 Baptcare must not Roster an Employee to work for more than eight (8) shifts in any nine consecutive days.

## **17. WORKLOAD MANAGEMENT**

- 17.1 Baptcare is committed to ensuring that staffing levels are appropriate, ensuring the delivery of quality resident care and keeping within the accreditation principles which consider the level of care appropriate for the assessed needs of the resident. In order to identify, minimise and deal with instances of excessive workloads Baptcare will actively work with employees to understand circumstances where this may be occurring.

- 17.2 Baptcare will ensure that supervisors and managers are aware that the tasks allocated to Employees including the general workload for Employees must not exceed what can reasonably be performed in the hours for which they are employed. Should any Employee feel their workload is unreasonable, on a regular basis, then they are encouraged to raise concerns with their manager.
- 17.3 The parties to this Agreement acknowledge the Employees and Baptcare have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employees and the quality of resident/client care. Accordingly, Baptcare encourages its Managers to raise the topic of workload issues as part of regular meetings.
- 17.4 In most circumstances vacant positions will be filled within three (3) 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 (a) and (b) above.
- 17.5 Should employees believe that after raising their concerns in accordance with (b) and (c) above, they may utilise clause 50 Dispute Resolution Procedure, to resolve the issue.

## **18. BREAKS**

- 18.1 Two separate ten (10) minute tea breaks (in addition to meal breaks) shall be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, Employees shall be allowed one ten-minute tea break in each four-hour period.
- 18.2 Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be of between thirty (30) and sixty (60) minutes duration and shall not count as time worked.
- 18.3 If an Employee on a meal break is interrupted during the meal break by a call to duty, such meal break shall be counted as time worked and the Employee shall be allowed a meal break as soon as practicable during

the remainder of the Employee's shift, provided that:

- Call to duty will only occur in emergency situations or where the work required cannot wait until after the meal break has been completed.
  - Day workers who are directed to work during their usual meal break will be paid for all work performed during such period and until a meal break is allowed, at the rate of time and one half of their relevant hourly rate.
  - Unless agreed between Baptcare and Employee(s), Employees who are not relieved shall be paid at the rate of time and a half of the relevant hourly rate for the period of the meal break and until relieved; and/or
  - Baptcare and 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 (5) hours without a break for a meal.
- (b) An Employee will receive an additional meal break of twenty (20) minutes when completing overtime in accordance with the Overtime Clause in this Agreement where such overtime is in excess of 1.5 hours. This meal break will be paid at the Employee's Base Rate of Pay.
- (c) An Employee who is directed by Baptcare not to leave the Facility during a shift, for which a meal break pursuant to Clause (b) above is owed, shall receive such meal break as a paid break for a duration of thirty (30) minutes.

## 19. HANDOVER

- (a) Where there is insufficient paid time each day to allow for a handover, a maximum of forty-five (45) minutes in any twenty-four (24) hour period is to be paid for handover, provided that:
- (i) If handovers are completed in less than forty-five (45) minutes only the time actually worked shall be paid; and
  - (ii) If handovers exceed forty-five (45) minutes no additional payment shall be made.

- (b) Handover is to be paid at the rate applying to the shift worked by the Employee who is handing over at the end of their shift except that overtime rates shall not apply.

## **20. OVERTIME**

20.1 Baptistcare may require an Employee to work reasonable overtime.

20.2 Only authorised overtime will be paid, except in emergency situations and where it is impractical to obtain such authorisation.

20.3 The rate payable in respect of overtime is calculated on an Employee's Base Rate of Pay, except that for a Casual Employee overtime will be calculated on the Employee's Base Rate of Pay and the casual loading entitlement contained in this Agreement.

20.4 Overtime is to be paid:

- (a) To Employees who work more than the ordinary hours prescribed in the Hours of Work Clause of this Agreement.
- (b) To Part-Time Employees who work in excess of their rostered hours on any one day (unless an agreement in writing has been entered into as is provided for in this Agreement).
- (c) Subject to the Ordinary Hours of Work Clause in this Agreement - To Full-Time shift work Employees who work in excess of their rostered hours on any one day provided a minimum of eight (8) ordinary hours has been worked on that day.
- (d) To Casual Employees who work more than eight (8) hours per day or seventy-six (76) hours per fortnight (for the purposes of this sub- clause, the beginning and end dates of a fortnight will be the same as the beginning and end dates of a fortnightly wage cycle referred to in this Agreement).

20.5 Overtime will not be paid where employees swap shifts and the swapped shift places them in overtime.



20.6 The overtime rates are:

- (a) Subject to 20.10 below - For overtime performed between Monday to Saturday, double time for the first two (2) hours worked, and double time in respect to any hours worked following the initial two (2) hour period provided part time employees are to be paid double time for work in excess of seventy-six (76) hours in a fortnight and;
- (b) For overtime performed on a Sunday, double time.
- (c) For overtime performed on a Public Holiday, double time and one half.

20.7 For shift workers: Overtime shall not apply in circumstances where arrangements approved by Baptcare have been made between the Employees themselves, or due to rotation of shifts.

20.8 The overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in the Shift and Weekend Work Clause of this Agreement.

20.9 In lieu of receiving payment for overtime worked, an Employee may, with the consent of Baptcare, be allowed to take time off for a period of time equivalent to overtime worked, plus a period of time equivalent to the overtime penalty. Such time in lieu shall be taken as mutually agreed between Baptcare and Employee.

20.10 Where time off in lieu of overtime has not been taken within four (4) weeks of its accrual Baptcare shall, if so requested by an Employee, pay the Employee the overtime rates that would have applied if the Employee had not elected to take time off in lieu of that overtime. Any such time accrued but untaken at the time of termination will be paid by Baptcare at the overtime rate that would have applied.

20.11 Where Employees are required to work overtime it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between work on successive days.

20.12 Employees, other than Casual Employees, who work so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that they have not had at least eight consecutive hours off duty between the finishing and starting times, shall not be required after the completion of the overtime to resume the next day's ordinary hours until they have had eight consecutive hours off duty, without loss of pay for any ordinary hours working time occurring during such time off duty.

20.13 If at the direction of Baptcare an Employee resumes or continues work without having had eight consecutive hours off duty as specified in 20.12 above, the employee shall be paid double time until released from duty and shall then be entitled to eight (8) consecutive hours off duty without loss of pay for any ordinary hours working time occurring during such time off duty.

## **21. ON CALL ARRANGEMENTS**

21.1 A Non-Clinical Employee will not be called back or required to be on close call.

### **21.2 Call back**

- (a) A Clinical Employee recalled to work overtime, whether notified before or after leaving the Facility, is to be paid overtime in accordance with the Overtime Clause of this Agreement, as follows:
  - (i) For the first recall a minimum payment of four (4) hours; and
  - (ii) For any subsequent recall a minimum payment of three (3) hours.
- (b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid overtime with a minimum payment of two hours at double time.

### 21.3 Close call

- (a) For the purposes of this Clause close call means an Employee being required to be on call for duty and not allowed to leave the Facility.
- (b) An Employee may be required by Baptcare to remain on close call.
- (c) An Employee required to remain on close call shall:
  - (i) If not required to commence work be paid a minimum payment equivalent to six (6) hours at the Employee's Base Rate of Pay; or
  - (ii) If required to commence work be paid overtime in accordance with the Overtime Clause of this Agreement, provided that such payment shall not be less than the minimum payment specified in clause [21.2 \(a\)](#) above.

### 21.4 Remote / On call

An on-call allowance is paid to a Clinical Employee who is required by Baptcare to be on call at their private residence, or at any other mutually agreed place. The Employee is entitled to receive the following additional amounts for each 24-hour period or part thereof:

- (a) Between rostered shifts or hours of work completed between Monday to Friday- \$20.67 to be increased in accordance with Appendix C;
- (b) Between rostered shifts or hours of work completed on a Saturday-\$31.14 to be increased in accordance with Appendix C;
- (c) Between rostered shifts or hours of work completed on a Sunday, Public Holiday or any day when the Employee is not rostered to work- \$35.28 to be increased in accordance with Appendix C.

For the purposes 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.

## 22. SHIFT AND WEEKEND WORK

- 22.1 Shift work will be paid the following penalties, calculated on the Employee's Base Rate of Pay as follows:

- (a) 10% for Afternoon Shift commencing at 10:00am and before 1:00pm – 10% of the base rate, (Care Assistants only)
- (b) 15% for Afternoon Shift finishing between the hours of 6.00pm and midnight
- (c) 17.5% for Night Shift finishing on or before 7.15am on the day following the commencement of the shift

22.2 Casual Employees will also be entitled to the casual loading prescribed in this Agreement calculated on their Base Rate of Pay ("the loaded rate"). The applicable shift penalties will be applied to the loaded rate.

22.3 Employees shall be paid the following penalties for Ordinary Hours of Work performed on a Saturday or a Sunday:

- (a) For work in a shift where the major portion of such falls on a Saturday - time and one half of an Employee's Base Rate of Pay;
- (b) For work in a shift where the major portion of such falls on a Sunday - double time of an Employee's Base Rate of Pay;

These weekend penalties shall be in substitution for and not cumulative upon the shift penalties prescribed in the Shift and Weekend Work Clause of this Agreement.

Casual Employees will also be entitled to the casual loading prescribed in this Agreement calculated on their Base Rate of Pay ("the loaded rate"). The applicable weekend penalties will be applied to the loaded rate.

22.4 A shift worker who -

- (a) During a period of engagement on shift, works night shift only; or  
Works on night shift for a period more than four consecutive weeks; or
- (b) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of working time off night shift in each shift cycle;
  - (i) Shall for such engagement, period or cycle be paid 30% more than the employee's relevant hourly rate for all time worked during ordinary working hours.

**Provided that** this subclause shall not apply to an employee who

has reached a mutual agreement with Baptcare to work permanent afternoon or night shifts

## **23. BROKEN SHIFTS**

### **23.1 With respect to Broken Shifts:**

- (a) Broken Shift means a shift worked in two (2) parts by a Non-Clinical Employee engaged on either a part-time or casual basis that includes a break (other than a meal break) totaling not more than four hours and where the span of hours is not more than twelve (12) hours.
- (b) A Broken Shift may be worked where there is mutual agreement between Baptcare and an Employee to work a Broken Shift.
- (c) Payment for a Broken Shift will be at an Employee's Base Rate of Pay with penalty rates and shift allowances in accordance with the Overtime Clause of this Agreement and the Shift work Clause in this Agreement, with all shift allowances being determined by the finishing time of the Broken Shift.
- (d) All work performed beyond the maximum span of twelve (12) hours for a Broken Shift will be paid at double time.
- (e) An Employee must receive a minimum break of ten (10) hours between Broken Shifts rostered on successive days.

## **24. PUBLIC HOLIDAYS**

### **24.1 Public Holidays are provided for in the NES. For the purposes of this Agreement, the following shall be deemed to be Public Holidays:**

New Years' Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Recreation Day, Christmas Day, Boxing Day, Devonport Show Day and any other day including a substitute day proclaimed by the *Statutory Holidays Act 2000* (Tasmania) which shall include any regional holiday in Devonport.

### **24.2 Employees who are rostered to work or who would otherwise have worked on the day, are entitled to be paid Public Holidays.**

#### 24.3 Payment for Public Holidays if not worked.

- (a) An Employee taking a public holiday off, must be paid at the normal rate of pay had the Employee been at work, provided that this workday falls on a day that the Employee would normally work.
- (b) Where a Public Holiday occurs on a day where a Part-Time Employee would not normally work, the Employee shall not be entitled to any benefit to any such Public Holiday unless they are required to work on the Public Holiday.
- (c) If a Public Holiday falls on a day a full-time shift worker does not work, then they will receive a day added to their annual leave entitlement for each time this occurs. The annual leave day will not attract leave loading.

#### 24.4 Public Holidays occurring during Annual Leave

Annual leave taken shall be exclusive of public holidays.

#### 24.5 Payment for Public Holidays Worked

An Employee who is required to and does work on any Public Holiday prescribed in this clause shall be entitled to be paid double time and a half of their Base Rate of Pay for the time worked ('Public Holiday penalty rates').

Provided a Full-Time or Part-Time Employee may elect to be paid as follows:

- (a) Time and a half of their Base Rate of Pay for the hours worked on the Public Holiday; and
- (b) A further day of annual leave credited. The annual leave day/s will not attract leave loading.

The election in this subclause is to be made once annually to be initiated by the Employee and is to apply to all Public Holidays worked for a year after the election.

#### 24.6 Casual Employees will also be entitled to the casual loading prescribed in this Agreement calculated on this Base Rate of Pay ("the loaded rate"). The Public Holiday Penalty will be applied to the loaded rate.

24.7 Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise have been payable had the shift not been a Public Holiday.

#### 24.8 Substitution of a Public Holiday

Baptcare and an Employee (whether a Full-Time Employee, or a Part-Time Employee that would 'normally work'), may agree in writing to substitute any day prescribed as a Public Holiday for another day.

If the Employee chooses to work any day prescribed as a Public Holiday the Employee shall in substitution for the Public Holiday penalty rates, receive time and a half of their Base Rate of Pay for the hours worked on such Public Holiday and in an addition receive a further day of annual leave credited.

### 25. DAYLIGHT SAVINGS

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

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

### 26. HIGHER DUTIES AND IN-CHARGE ALLOWANCE

26.1 An Employee who is engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which the Employee is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if engaged for two hours or less only the time worked shall be paid for at that higher rate.

26.2 An Employee employed as a Registered Nurse Level 1 or 2 who, for more than half a shift, is required to assume charge of the entire Facility where an Employee engaged as a Registered Nurse Level 3 is normally in-charge, shall be paid \$34.44 for each shift worked which will



be increased in accordance with Appendix C;

For the avoidance of doubt, this allowance is payable if the in-charge responsibility includes responsibility for all areas of the Facility including catering, domestic and care staff.

**Provided further** that there is no entitlement to this payment if an Employee engaged as a Registered Nurse Level 3 or above is rostered for duty at the same time and in the same unit.

## 27. PRECEPTOR ALLOWANCE

An Enrolled Nurse Level 1 or a Registered Nurse Level 1 who acts as a preceptor shall be paid an allowance of \$2 per hour for all time spent so acting, subject to the following-

- (a) The preceptor program must be approved by Baptcare.
- (b) The Employee must be a qualified preceptor or have a Certificate IV in Training and Assessment qualification; and
- (c) Where an employer requires an Employee to act as a preceptor Baptcare will pay all course fees and provide time off on full pay for the Employee to attend the preceptor course.

## 28. BUDDY ALLOWANCE

An Employee who is required by Baptcare to act as a mentor/buddy to a new Employee is to be paid an allowance of \$1.08 per hour, to be increased in accordance with Appendix C.

## 29. POST GRADUATE QUALIFICATION ALLOWANCE

### 29.1 Registered Nurse

- (a) A Registered Nurse (RN) who holds post graduate qualifications shall be paid an allowance, in addition to the Employee's Base Rate of Pay, as follows:
  - (i) For a post graduate hospital or post graduate certificate- 4.0% of the Base Rate of Pay.
  - (ii) For a post graduate diploma or a degree other than a nursing undergraduate degree- 6.5% of the Base Rate of Pay.
  - (iii) A masters or a doctorate- 7.5% of the Base Rate of Pay.

**Provided that** an Employee is entitled to payment of only one qualification allowance. Payment is dependent upon the qualification being relevant to the Employee's current area of practice.

- (b) A post graduate qualification allowance paid in accordance with this sub-clause shall be considered in calculating overtime and annual leave payments.

## 29.2 Enrolled Nurse or Extended Care Assistant

An Enrolled Nurse or an Extended Care Assistant who holds a relevant post graduate qualification shall be paid an allowance of 3% in addition to the Employee's Base Rate of Pay.

**Provided that** payment of the allowance under this sub-clause is dependent upon the qualification being relevant to the industry of aged care and to the Employee's current area of practice, that the qualification is a completed course as is required by Baptcare, and that the qualification is used in the performance of the Employee's work.

## 30. MEDICATION SHIFT ALLOWANCE

An Employee, who is a medication endorsed, Extended Care Assistant is to receive \$1.00 per hour when dispensing medication within a medication shift, as directed by Baptcare.

## 31. MEAL ALLOWANCES

31.1 Where an Employee is required to work overtime Baptcare will provide a meal to the Employee. If a meal is not available, then a meal allowance will be paid in accordance with Appendix C.

## 32. UNIFORMS

32.1 Baptcare will provide to Employees, at its discretion, either:

- (a) Sufficient, suitable, and serviceable uniforms, free of cost, to all Employees who are required by Baptcare to wear uniforms;  
or
- (b) An amount of \$15.46 per fortnight as an allowance (inclusive

of a laundry allowance), not subject to loadings or additional rates, for each fortnight or part of a fortnight of paid employment including periods of approved paid leave to be increased in accordance with Appendix C.

32.2 If Baptcare decides to vary the option pursuant to this Clause, it agrees to consult with Employees.

### **33. NAUSEOUS LINEN ALLOWANCE**

An allowance of \$0.58 per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in alginate bags and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.

Any employee who is entitled to be paid an allowance will be paid a minimum sum of \$6.08 for work performed in any fortnight.

This amount will be increased in accordance with Appendix C.

### **34. DRIVING LICENCE REIMBURSEMENT**

An Employee directed by Baptcare to regularly drive a work vehicle for the purposes of their work for Baptcare will be reimbursed the cost of their driving license.

### **35. INFLUENZA VACCINATION**

Baptcare will provide influenza vaccinations at no cost to Employees annually.

### **36. TRAVELLING AND EXCESS FARES**

#### **36.1 Travel**

- (a) Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.
- (b) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.96 per kilometre. This amount will be increased in accordance with Appendix C.

### 36.2 Excess Fares

- (a) Employees required to attend for work at a location other than their usual workplace are to be reimbursed any additional fares they may incur.
- (b) An Employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home. Provided that sub-clause (b) does not apply to Employees who drive their own vehicles to and from work.

## **PART D - LEAVE ENTITLEMENTS**

### **37. ANNUAL LEAVE**

#### **37.1 Basic Entitlement**

- (a) A Full-Time Employee will be entitled to four (4) weeks' annual leave after twelve (12) months' Continuous Service with Baptcare.
- (b) A Part-Time Employee will be entitled to annual leave in accordance with paragraph (a) as applicable on a pro rata basis calculated based on the Employee's Ordinary Hours of Work.
- (c) Casual Employees have no entitlement to annual leave.

#### **37.2 Accrual of Annual Leave**

Such entitlement will accrue progressively for a year of service according to the Employee's Ordinary Hours of Work (including ordinary additional hours of work, but not overtime), and such leave will accumulate from year to year.

#### **37.3 Shift Worker**

Shift Workers are entitled to an additional week of annual leave after twelve (12) months' Continuous Service.

For the purposes of the NES and this Clause, a Shift Worker is an Employee who is rostered as part of their ordinary duties on ten (10) or more weekends for four (4) hours or more during the qualifying twelve (12) months and/or an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker.

For the purposes of this Clause a weekend means work on a Saturday and/or Sunday in any, one (1) calendar week.

#### **37.4 Taking of Leave**

- (a) An Employee must give four (4) weeks' notice from the date from which the Employee intends to commence

annual leave unless otherwise mutually agreed upon by the parties.

<b>Employee role</b>	<b>Accrued annual leave deemed excessive</b>
Non-nurse dayworker	8 weeks
Non-nurse shift worker	10 weeks
Nurse dayworker	10 weeks
Nurse shift worker	12 weeks

(b) Where agreement cannot be reached between an Employee and Baptcare as to when annual leave can be taken, Baptcare may require the Employee to take such leave at a time directed by Baptcare, provided that:

(i) Accrued annual leave is excessive. Excessive accrued leave is as follows:

(ii) Before Baptcare can direct that leave be taken, Baptcare or Employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the Employee's excessive leave accrual; and

(iii) If agreement is not reached following the attempts to genuinely agree, Baptcare may give a written direction to the Employee to take a period or periods of paid annual leave provided that the direction does not:

- Result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks.
- Require the Employee to take any period of leave less than one (1) week.
- Require the Employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the Employee; or
- Require the Employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the Employee.

### 37.5 Payment of Leave

- (a) Employees shall receive their ordinary pay during all periods of annual leave. Ordinary pay for the purpose of annual leave means the Employee's Base Rate of Pay for the Employee's Ordinary Hours of Work in the period of annual leave.
- (b) In addition to the ordinary pay as defined in this clause, Employees shall receive a loading of:
  - (i) 17.5% calculated on their ordinary pay, including any higher duty allowance or other all-purpose payment to which the employee is entitled; or
  - (ii) An amount in respect of each week of annual leave:
    - shift work allowances pursuant according to Roster or Projected Roster;
    - Saturday and Sunday Shift allowances according to Roster or Projected Roster;
    - Post Graduate allowance;
    - Uniform allowance;
    - Laundry allowance;
 whichever is the higher.
- (c) An Employee may elect in writing at the time of applying for leave to be paid their annual leave entitlements prior to taking such leave. In circumstances where an election is made such leave will be paid no later than:
  - (i) 12 noon of the last day of work prior to the Employee going on leave; or
  - (ii) the nominated pay day pursuant to this Agreement.

### 37.6 Cashing out of Leave

- (a) Paid annual leave must not be cashed out except in accordance with this Clause.
- (b) Provided the Employee has taken at least two (2) weeks of annual leave in the calendar year, Baptcare and an Employee may agree to the Employee cashing out an

amount of the Employee's accrued paid annual leave provided that the following requirements are met:

- (i) Each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between Baptcare and the Employee which must:
  - Be in writing and retained as an Employee record; State the amount of accrued leave to be cashed out and the payment to be made to the Employee;
  - State the date on which the payment is to be made; and
  - Be signed by Baptcare and the Employee and, if the Employee is under eighteen (18) years of age, the Employee's parent or guardian;
- (ii) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time that it is cashed out; and
- (iii) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement being less than four (4) weeks; and
- (iv) Employees may not cash out more than two (2) weeks of accrued annual leave in any twelve (12) month period.

### 37.7 Annual Leave Exclusive of Certified Personal/Carer's Leave

An Employee who obtains a medical certificate regarding taking personal/carer's leave during a period of annual leave, shall be given credit for the time so certified and annual leave is to be re-credited for the number of days that the Employee has been certified as unfit for duty. The medical certificate must comply with the Act.



### 37.8 Effect of Termination on Annual Leave

Where the employment of an Employee is terminated, Baptcare shall, in addition to all other amounts due to the Employee, pay the Employee's ordinary pay as described in this Agreement for the period of accrued leave, together with the annual leave loading calculated in accordance with Clause [37.5](#) of this Agreement.

## 38. PERSONAL/CARER'S LEAVE

### 38.1 Entitlement to Personal/Carer's Leave

- (a) For each year of service with Baptcare, a Full-Time Employee is entitled to:
  - (i) twenty (20) days' paid personal/ carer's leave if the Employee was employed by Baptcare before 1 January 2015; or
  - (ii) ten (10) days' paid personal/ carer's leave if the Employee was employed by Baptcare after 2 January 2015.
- (b) A Part-Time Employee will be entitled to paid personal/carers leave in accordance with sub-paragraph (a) on a pro rata basis calculated based on the Employee's Ordinary Hours of Work.
- (c) Casual Employees have no entitlement to paid personal/ carer's leave but do have an entitlement to unpaid leave.

### 38.2 Taking Personal/Carer's Leave

Personal/carers leave is available to an Employee when they are absent:

- (a) Due to personal illness or injury; or
- (b) For the purposes of providing care or support for an immediate family or household member who is sick and requires the Employee's care or support or who requires care or support due to an emergency.

### 38.3 Payment of Paid Personal/Carer's Leave

If an Employee takes a period of approved paid personal/carers Leave, Baptcare must pay the Employee at the

Employee's base rate of pay for the Employee's ordinary hours of work in the period.

#### 38.4 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.

#### 38.5 Notice and Evidence Requirements

- (a) To be entitled to paid Personal/Carer's Leave an Employee must give Baptcare notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment.
- (b) Baptcare may require an Employee to give Baptcare evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion. The evidence must include the reason of the personal illness or injury or in the case of carer's leave that the immediate family member requires care or support because of personal illness or injury or an emergency affecting the immediate family member. This requirement is subject to an Employee having the right to access three (3) single day certificate free days per calendar year.
- (c) If an Employee is absent on personal leave on the day immediately before or after a weekend off or an accrued / rostered day off the Employee must provide a medical certificate in support of that absence.
- (d) In addition to the requirements prescribed in this clause, to be entitled to personal/carers leave during the period, the Employee may also be required to give Baptcare as soon as reasonably practicable either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or

will be unfit for work during the period.; or

- (ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period.
- (iii) Where Baptcare has reason to believe that the provision of statutory declarations is excessive, a discussion may occur with the employee. As part of this discussion, the Employer may request that.
  - The employee limits their use of Stat Dec; or
  - Medical certificates be provided in future.

### 38.6 Unpaid Carer's Leave

An Employee, including a Casual Employee, is entitled to up to two (2) days unpaid carer's leave (either continuously or separately) for each permissible occasion when a member of the Employee's immediate family or member of the Employee's household requires care or support because of a personal illness or injury, affecting the member, or an emergency affecting the member.

## 39. COMPASSIONATE LEAVE

### 39.1 Entitlement to Compassionate Leave

- (a) Full-time and part-time Employees are entitled to three (3) days' compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family member, a significant relationship, or a member of the Employee's household:
  - (i) dies; or
  - (ii) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life.
  - (iii) Has a baby who is stillborn.
  - (iv) Has a miscarriage.
  - (v) Has a current spouse or de facto partner who has a miscarriage.

Provided that no such payment shall be made in respect of an Employee's rostered days off.

- (b) Casual Employees have no entitlement to paid compassionate leave but do have an entitlement to unpaid leave of three (3) days per permissible occasion.

### 39.2 Taking of Compassionate Leave

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) To spend time with the member of the Employee's immediate family or household, or the person with whom the employee has a significant relationship ("the member") who has contracted or developed the personal illness or sustained the personal injury; contracts or develops a personal illness that poses a serious threat to life, or
- (b) After the death of the member of the Employee's immediate family or household., or the person with whom the employee has a significant relationship.
- (c) A significant relationship means a relationship that exists outside of the family members previously defined, however it is a person with whom an Employee can demonstrate having a significant relationship that would cause the Employee to be placed in a similar situation to a family member on their death or diagnosis with a serious illness or injury.

### 39.3 Notice and Evidence Requirements

- (d) To be entitled to compassionate leave an Employee must give Baptcare notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment.
- (e) To be entitled to compassionate leave during the period, the Employee may be required to give Baptcare, as soon as reasonably practicable:
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
  - (ii) a statutory declaration made by the Employee stating

that the Employee requires or required leave during the period due to the death of the member.

#### 40. PARENTAL LEAVE

40.1 Employees are entitled to parental leave in accordance with the provisions of the NES (s.67 of the Act).

##### 40.2 Paid Parental Leave

- (a) Full-Time, Part-Time and Eligible Casual Employees who have both an entitlement under this Clause and are the primary care giver under the NES, have an additional entitlement to paid parental leave as follows:
  - (i) Clinical Employees will receive twelve (12) weeks paid parental leave at ordinary pay, or in the alternative twenty-four (24) weeks paid parental leave at half the rate of ordinary pay, from the date the parental leave commences; and
  - (ii) Non-Clinical Employees will receive eight (8) weeks paid parental leave at ordinary pay, or in the alternative sixteen (16) weeks paid parental leave at half the rate of ordinary pay, from the date the parental leave commences.
- (b) The payment of paid parental leave, on a second or subsequent claim, for an Employee is conditional upon the Employee having returned to work for no less than three (3) months before qualifying for a further period of paid parental leave.
- (c) For the purposes of this clause the following definitions apply:
  - (i) **Child-** a child means a child of the Employee under the age of 1 year except for adoption where child means a person under the age of 16 years who is placed with the Employee for the purposes of adoption.
  - (ii) **Eligible casual employee** means a Casual Employee:
    - a. employed by Baptcare 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

- b. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

(iii) **Ordinary pay** for the purposes of Clause 40 of this Agreement means an Employee will be paid the higher of:

- a. The average of the Ordinary Hours of Work actually worked by the Employee in the 12-month period ending at the commencement of parental leave; or
- b. The Ordinary Hours of Work that are worked by the Employee at the time of the commencement of parental leave.

(iv) **Non-Primary care giver** - means a person who is a Parent of a Child who does not assume the role of primary care giver.

(v) **Primary care giver**- a primary care giver means a person who assumes the principal role of providing care and attention to a child.

- (d) The paid parental leave prescribed by this clause shall be con-current with the unpaid entitlement prescribed by the NES.
- (e) Casual Employees have no entitlement to paid parental leave as prescribed by this clause unless that casual is an Eligible Casual Employee.
- (f) Subject to the NES eligibility being determined, Full-Time Employees, Part-time Employees and eligible Casual Employees who are a non-primary care giver are entitled to one (1) week paid parental leave.
- (g) Any entitlements specified in this clause are in addition to any Commonwealth Government Paid Parental Leave Scheme in place.

#### 40.3 Part -Time Work Entitlement

- (a) Return to former position.

In accordance with s.84 of the Act, an Employee who has

had at least twelve months continuous service with Baptcare immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

Provided that nothing in this sub clause shall prevent Baptcare from permitting the Employee to return to their former position after a second or subsequent period of part-time employment.

(b) Transitional arrangements - annual leave

(i) An Employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in this Agreement, as if the Employee were working full-time in the classification the Employee was performing as a Full-Time Employee immediately before commencing part-time work.

(ii) A Full-Time Employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Agreement, as if the Employee were working part-time in the classification the Employee was performing as a Part-Time Employee immediately before resuming full-time work. Provided that by agreement between Baptcare and the Employee, the period over which the leave is taken may be shortened to the extent necessary for the Employee to receive pay at the Employee's current full-time rate.

(c) Transitional arrangements - personal leave

An Employee working part-time under this clause shall have personal leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous Full-Time Employment) converted into hours, and when this entitlement is used, whether as a Part-Time Employee or as a Full-Time Employee, it shall be debited for

the ordinary hours that the Employee would have worked during the period of absence.

(d) Part-time work agreement

- (i) Before commencing a period of part-time employment under this clause there must be agreement between Baptcare and the Employee -
  - a. that the Employee may work part time; and
  - b. on the hours to be worked by the Employee, the days upon which they will be worked and commencing times for work; and
  - c. on the Employee's classification and relevant hourly rate; and
  - d. on the period of part-time employment.
- (ii) Once agreement is reached -
  - a. the terms and any variations shall be reduced to writing and retained by Baptcare, with a copy to be provided to the Employee;
  - b. the work to be performed part-time need not be the work performed by the Employee in his or her former position but shall be work otherwise provided for under this Agreement.

Provided that the terms of such a part-time agreement may be varied by agreement between Baptcare and Employee. Provided further that an Employer may request, but not require, an Employee working part-time under this clause to work outside or more than the Employee's ordinary hours of duty provided for in accordance with a part-time agreement made under this sub clause.

(e) Termination of employment

- (i) Employment of Part-Time Employees under this clause may be terminated in accordance with the provisions of this Agreement but must not be terminated merely because Employees have availed themselves of, or propose to, a provision to which they are entitled under this clause.

Any termination entitlements payable to an Employee



whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a Full-Time Employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a Part-Time Employee on a pro rata basis.

#### 40.4 Special maternity leave

An Employee who has a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, or will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.

### 41. LONG SERVICE LEAVE

Full-Time, Part-Time and Casual Employees (where eligible) are entitled to long service leave in accordance with the Long Service Leave Act 1976 (Tasmania), or any subsequent legislation which replaces such Act.

### 42. COMMUNITY SERVICE LEAVE

42.1 Employees are entitled to community service leave in accordance with the provisions of the NES (s.108 the Act).

#### 42.2 Eligible Community Service

Eligible community service activities:

- (a) Entitle an Employee, acting reasonably, to be absent from employment for periods including:
  - (i) time when the Employee engages in the activity.
  - (ii) reasonable travelling time associated with the activity; and (iii) reasonable rest time immediately following the activity.

- (b) Include:
  - (i) jury service (including attendance for jury selection) that is required by or under law of the Commonwealth, a State or Territory; or
  - (ii) a voluntary emergency management activity; or
  - (iii) an activity prescribed in regulations made for the purpose of subsection (4).

#### 42.3 Jury Service

- (a) Subject to the Juries Act 2003, an Employee who is required to appear as a result of a summons for jury duty or to appear and serve as a juror in any court shall be entitled to be paid for the Employee's ordinary hours of work (including any shift loadings and regular allowances) for the period during which attendance at court is required (whether or not he/she ultimately serves as a juror).
- (b) Baptcare may require the Employee as soon as practicable to provide proof of their requirement to attend jury duty to their manager. In such case the Employee shall provide a copy of the summons to attend jury duty and a record of any payments received from the courts as proof of attendance.
- (c) No payment is required where evidence is required by Baptcare and not provided by the Employee.

#### 42.4 Voluntary Emergency Management Activity (VEMA)

An Employee engages in VEMA if:

- (a) They voluntarily participate.
- (b) The activity involves dealing with an emergency or natural disaster.
- (c) They are a member of, or have a member like association with a recognised emergency management body (REMB); and
- (d) The REMB requests their participation.

### 43. CEREMONIAL LEAVE

- (a) Baptcare values cultural diversity in our workplace and acknowledges the importance of our First Nation Aboriginal and Torres Strait Islanders Employee's Cultural obligations, including the significance of participating in

cultural activities.

- (b) First Nations Cultural Leave is available to eligible Baptcare employees who identify as Aboriginal and/or Torres Strait Islander.
- (c) The purpose of First Nations Cultural Leave is to support the cultural needs of Aboriginal and/or Torres Strait Islander Employees with 10 days of unpaid leave per calendar year, to attend to cultural obligations and activities outside of the workplace. First Nations Cultural Leave does not accrue.
- (d) Baptcare would be grateful for the provision of reasonable evidence to demonstrate that First Nations Leave is appropriate, based on the nature of the cultural obligation and/or the essential requirement. However, evidence of Aboriginal and/or Torres Strait Islander status will not be required.
- (e) Examples of circumstances where approval may be granted for unpaid ceremonial leave without pay include but are not limited to:
  - (i) Cultural hunting or fishing season.
  - (ii) The full period of Ramadan.
  - (iii) Chanukah
  - (iv) Chinese New Year.
- (f) The onus of establishing Membership of any respective cultural group rests with the Employee.

#### **44. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- (a) Baptcare recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Baptcare is committed to providing support to staff that experience family violence.
- (b) Family and Domestic violence by a family member or current or former partner. This type of violence includes physical, sexual, financial, verbal, psychological or emotional abuse or
- (c) All employees experiencing family violence will have access to ten (10) days paid family and domestic violence leave, in accordance with the NES. This may be used for medical appointments, legal proceedings and other activities related to family violence. An affected employee may also, where leave is exhausted, access their accrued personal leave.
- (d) Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Family Violence Support Service, Employee

Assistance Program or Lawyer.

- (e) All personal information concerning family violence will be kept confidential. No information will be kept on an Employee's personal file without their express written permission.
- (f) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (g) This leave does not accrue from year to year and is not to be paid at termination.
- (h) Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.
- (i) Individual support

To provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Baptistcare will approve any reasonable Flexible Working Arrangement and any other appropriate measures from an employee experiencing domestic violence.

- (j) An employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources.

## **PART E -CLASSIFICATIONS**

### **45. CLASSIFICATIONS**

Each Employee shall be classified in this Agreement according to the structure and definitions set out in Appendix D.

## **PART F - OTHER PROVISIONS**

### **46. SALARY PACKAGING**

- 46.1 While Baptcare is eligible under relevant legislation to offer salary packaging, Baptcare will offer eligible employees the opportunity to package their salaries in accordance with Baptcare's salary packaging program subject to the provision of this clause.
- 46.2 Baptcare recommends that Employees who are considering salary packaging seek independent financial advice. Baptcare shall not be held responsible in any way for the cost or outcome of any financial advice.
- 46.3 Superannuation contributions, overtime and shift penalties, workers compensation payments, annual leave loading and wage increases under this Agreement will be calculated on the Employee's pre-packaged rate of pay.
- 46.4 If the Employee ceases to be employed by Baptcare (including through redundancy) this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in this agreement. Any outstanding benefits still due under a Salary Packaging Agreement upon termination will be paid as cash wage benefit.

### **47. SUPERANNUATION**

#### **47.1 General**

- (a) The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions.
- (b) Baptcare shall make superannuation contributions to the Fund.  
'The Fund' for the purpose of this Agreement shall mean:
- (i) Health Employees Superannuation Trust of Australia

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

- (ii) Any other complying fund upon a request from the Employee and with the consent of Baptcare.
- (c) Baptcare will contribute to the Fund where required by law. The percentage contributed by Baptcare will be as required by legislation at the relevant time.
- (d) 'Ordinary time earnings' is defined by the Australian Taxation Office.

#### 47.2 Voluntary Contributions

- (a) Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise Baptcare to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by Baptcare monthly. Where Baptcare receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee at the same time as Baptcare's contributions and in accordance with legislation.
- (b) An Employee may vary his or her additional contributions by a written authorisation and Baptcare must alter the additional contributions at the same time as Baptcare's contributions and in accordance with legislation. An Employee may only vary his or her additional contributions once each month.

#### 47.3 Salary Sacrifice

- (a) An Employee may make an agreement with Baptcare for salary sacrifice.
- (b) The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced ("the salary sacrifice").
- (c) The salary sacrifice will be deducted from the Employee's salary and contributed by Baptcare to the Fund each month.
- (d) Baptcare will continue to calculate the contributions required

by this Agreement and the Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.

- (e) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
- (f) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
- (g) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two (2) occasions in each calendar year.
- (h) The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions, or voluntary contributions must be included in pay slips via the Baptcare Kiosk.

#### 48. TERMINATION OF EMPLOYMENT

48.1 An Employee's employment may be terminated by either party giving the other party the written notice specified in the following table:

<b>Employee's period of Continuous Service with Baptcare at the end of the day the notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 years but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

48.2 In addition to the notice provided in the above table, the period of notice will be increased by one (1) week if an Employee is over forty-five (45) years old and has completed at least two (2) years Continuous Service with Baptcare at the end of the day the notice is given.

48.3 Notwithstanding the above, Baptcare may terminate an Employee's employment without-notice (or payments in lieu of notice) for serious

misconduct in accordance with the meaning of serious misconduct as defined in the relevant legislation.

## 49. REDUNDANCY

### 49.1 Entitlement to Redundancy Pay

- (a) If the employment of an Employee is terminated for redundancy and the Employee cannot be redeployed, Baptcare will provide the Employee with notice or payment in lieu of notice in accordance with clause [48](#) and will pay the severance payments to which the Employee is entitled; listed below.
- (b) Clinical Employees are to receive redundancy entitlements in accordance with NES subject to the following variations:
  - (i) those engaged by Baptcare on or before 31 March 2009 will be entitled to two (2) weeks' pay for each completed year of service and pro rata for an uncompleted year of service.
  - (ii) those engaged by Baptcare after 1 April 2009 will be entitled to two (2) weeks' pay for each completed year of service and pro rata for an uncompleted year of service to a maximum of twenty-six (26) weeks' redundancy pay.

in substitution for the redundancy pay specified in Section 119(2) of the Act, or any successor provision.
- (c) Non-Clinical Employees will be entitled to two (2) weeks' redundancy pay for each completed year of service and pro rata for an uncompleted year of service to a maximum of twenty-six (26) weeks' redundancy pay in substitution for the redundancy pay specified in Section 119(2) of the Act, or any successor provision.
- (d) Redundant employees will receive full payment of all accrued pro-rata long service leave after five years of service.
- (e) For the purposes of this Clause, a week's pay means the Employee's Base Rate of Pay on contracted hours or the



average hours worked over the previous 12 months period (excluding overtime); any entitlement to a Post Graduate Qualification Allowance under Clause 31 of this Agreement.; and any loadings and all-purpose allowances to which the employee is normally entitled.

#### 49.2 Redeployment and Retraining

- (a) If a redundancy is likely to occur Baptcare will actively explore all internal redeployment opportunities for Employees surplus to requirements.
- (b) Employees seeking redeployment may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions.
- (c) If Baptcare deems it necessary for an Employee to undergo re-training in order for the Employee to perform the duties of the position to which the Employee is being redeployed, Baptcare is to provide such training, at no cost to the Employee who is entitled to undertake the training during working hours.
- (d) All reasonable attempts will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

#### 49.3 Financial Counselling

- (a) Baptcare will pay for up to two sessions of financial counselling, from a financial adviser agreed to by Baptcare and the Employee, for Employees who are offered a redundancy, or who express an interest in redundancy.
- (b) Details of redundancy package to be provided.
- (c) Baptcare will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an Employee.
- (d) Notifying redundancy employees of new vacancies.
- (e) If a position becomes available in Baptcare's establishment, Baptcare is to take reasonable steps to notify employees

made redundant by Baptcare of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

## PART G-ANCILLARY MATTERS

### 50. DISPUTE RESOLUTION

- (a) If a dispute relates to:
  - (i) a matter arising under the Agreement; or
  - (ii) the National Employment Standards:

this term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in two stages:
  - (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - a. arbitrate the dispute; and
    - b. make a determination that is binding on the parties.
- (f) A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.i of the Act. Therefore, an appeal may be made against the decision.
- (g) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) An Employee must comply with a direction given by Baptcare to perform other available work at the same Facility, or at another workplace, unless:

- a. the work is not safe; or
  - b. applicable occupational health and safety legislation would not permit the work to be performed; or
  - c. the work is not appropriate for the Employee to perform; or
  - d. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (h) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **51. NOTICE BOARD**

Baptcare shall make available a Notice Board in the Facility in a location accessible to Employees.

## **52. TRAINING**

- (a) Employees must attend compulsory paid education as directed by Baptcare including fire and emergency training, occupational health and safety training and manual handling training or any other training as may be required by regulatory bodies.
- (b) Employees required to attend compulsory training shall be paid for the period of training that the training has been scheduled for or if the training time exceeds the scheduled time, Employees will be paid for the period of time attended.

## **53. OVERPAYMENT OF WAGES**

- (a) Where an Employer believes an Employee has been overpaid, Baptcare shall:
  - (i) Advise the Employee in writing, detailing the overpayment.
  - (ii) Request to meet with the Employee; and
  - (iii) Advise the Employee that they may bring a representative including a Union representative to the meeting.
- (b) At the meeting, the parties shall discuss whether the overpayment is agreed or disputed.
- (c) If the overpayment is disputed/agreement is unable to be reached the parties will utilise the Dispute Resolution Clause in this Agreement.

- (d) If the overpayment is agreed or established via the Dispute Resolution Clause in this Agreement, the parties shall make reasonable endeavours to reach agreement regarding repayment which may include an authorised deduction from the Employee's wage (either during or at termination).
- (e) In discussing the quantum of an authorised deduction, the parties shall consider what is reasonable in all circumstances including but not limited to the amount of the overpayment, the period over which the overpayment was made and the effect on either party.
- (f) If, for any reason, the parties cannot reach agreement, the Dispute Resolution Clause in this Agreement will apply.

#### **54. UNDERPAYMENT OF WAGES**

Where an underpayment of wages occurs by reason of an error in calculation by Baptcare involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 72 hours at the request of the Employee. This shall not apply where Baptcare and Employee are in genuine dispute as to whether the monies are owed to the Employee.

#### **55. UNION DELEGATES RIGHTS**

55.1 The Fair Work Act provides that union representatives are entitled to:

- (a) represent the industrial interests of members (for example, including paid release to represent members in grievances, disciplinary meetings, or attendance at relevant FWC or Tribunal proceedings) and potential members of the employee organisation.
- (b) reasonable communication with members and potential members about their industrial interests, in paid release time.
- (c) reasonable access to the workplace and its facilities (including reasonable use of computer, meeting rooms and phone) to represent those industrial interests.
- (d) reasonable access to paid time during normal working hours for workplace delegate training.

55.2 As a guide to what is reasonable each union delegate will be provided with three days paid leave per union representative (1 January to 31 December) to attend trade union events, union delegate training leave, attendance at union conferences, IR or OHS education meetings and

courses, provided that:

- (a) two weeks period of notice is provided to Baptcare through the General Manager;
- (b) the approval of leave must have regard to the operational requirements of Baptcare (which may include outbreaks and requirements for staffing levels/care minutes).
- (c) this leave shall be paid at the ordinary time rate of pay.

55.3 Where there is more than one job representative or delegate, applications will be considered on an equitable basis, taking into account when each job rep or delegate last accessed paid leave.

55.4 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

55.5 This clause will be read in conjunction with the template Award Delegate's Rights clause and, apart from the guidance on training leave below, the Award clause will apply to the extent of any inconsistency.

**56. SIGNING CLAUSES**

Signed for and on behalf of Baptcare Ltd,

Signature: 

Name: Leanne Beveridge

Date: 10 April 2025

Address: Level 1, 1193 Toorak Rd Camberwell Victoria 3124

Authority to sign: Acting Chief Executive Officer

Signed for and on behalf of the Health and Community Services Union, Tasmania Branch  
who is a bargaining representative:

Signature: 

Name: Robbie Moore

Date: 15/04/25

Address: 11 Clare Street, New Town  
Hobart Tas 7004

Authority to sign: State Secretary

Signed for and on behalf  
Nursing and Midwifery Federation Australia, Tasmanian Branch who is a bargaining  
representative:

Signature: 

Name: Emily Shepherd

Date: 11 April 2025

Address: 182 Macquarie Street Hobart TAS 7000

Authority to sign: Branch Secretary

### APPENDIX A- CLINICAL EMPLOYEES BASE RATES OF PAY

All increases are effective from the first full pay period commencing on or after the dates referred to below.

Classification	Current rate of pay	1 December 2023	1 February 2024	31 January 2025	WVC 1 March 2025	31 January 2026
<b>Enrolled Nurse 5%</b>	Weekly	\$	\$	\$	\$	\$
Pay Point 1 (Allowance rate))	1245.04	1307.29	1339.97	1373.47	1478.43	1515.39
Pay Point 2	1271.42	1334.99	1368.37	1402.57	1489.94	1527.19
Pay Point 3	1297.77	1362.66	1396.72	1431.64	1500.87	1538.39
Pay Point 4	1324.15	1390.36	1425.12	1460.74	1509.67	1547.42
Pay Point 5	1350.56	1418.09	1453.54	1489.88	1524.46	1562.57
Pay Point 6	1370.64	1439.17	1475.15	1512.03	1547.13	1585.81
Pay Point 7	1397.05	1466.90	1503.58	1541.16	1576.94	1616.36
Pay Point 8	1414.80	1485.54	1522.68	1560.75	1596.97	1636.90
<b>Registered Nurse Level 1 2.5%</b>						
Pay Point 1	1561.64	1600.68	1640.70	1681.71	1709.10	1751.83
Pay Point 2	1627.58	1668.27	1709.98	1752.72	1897.46	1944.90
Pay Point 3	1693.57	1735.91	1779.31	1823.79	1918.76	1966.73
Pay Point 4	1759.48	1803.47	1848.55	1894.77	1937.46	1985.90
Pay Point 5	1825.44	1871.08	1917.85	1965.80	1965.80	2014.95
<b>Registered Nurse Level 2</b>						
Pay Point 1	1891.38	1938.66	1987.13	2036.81	2144.57	2198.19
Pay Point 2 (allowance base rate)	1935.35	1983.73	2033.33	2084.16	2160.03	2214.03
Pay Point 3	1979.30	2028.78	2079.50	2131.49	2171.41	2225.70
Pay Point 4 & thereafter	2023.32	2073.90	2125.75	2178.89	2270.29	2327.05
<b>Registered Nurse Level 3</b>						
Pay Point 1	2105.77	2158.41	2212.37	2267.68	2396.73	2324.38
Pay Point 2	2155.22	2209.10	2264.33	2320.94	2408.81	2378.96
Pay Point 3	2204.69	2259.81	2316.30	2374.21	2422.31	2433.57
Pay Point 4 & thereafter	2254.17	2310.52	2368.29	2427.49	2433.02	2488.18
<b>Registered Nurse Level 4</b>						
Pay Point 1	2517.97	2580.92	2645.44	2711.58	2940.92	3014.44
Pay Point 2	2517.97	2580.92	2645.44	2711.58	2940.92	3014.44
Pay Point 3	2517.97	2580.92	2645.44	2711.58	2940.92	3014.44



## APPENDIX B - AGED CARE EMPLOYEES BASE RATES OF PAY

### DIRECT CARE EMPLOYEES – PERSONAL CARE WORKERS (Direct)

*All increases are effective from the first full pay period commencing on or after the dates referred to below. Any wage adjustment from 1 January 2025 is indicative only. When the FWC issues the final guidance for the WVC the correct figures will be updated and published in accordance with clause 16.4.*

CLASSIFICATION	Current	1 December 2023	1 February 2024	WVC 1 January 2025	31 January 2025	WVC 1 October 2025	31 January 2026
	\$		\$	\$	\$	\$	\$
Personal Care Worker Grade 1 (Unqualified) (TKACE1)							
Grade 1 Year 1	1086.90	1158.32	1187.28	1228.60	1259.31	1303.13	1335.71
Grade 1 Year 2 (TKACE2)	1129.80	1164.45	1193.56	1235.10	1265.97	1310.03	1342.78
Grade 1 Year 3		1170.96	1200.23	1242.00	1273.05	1317.35	1350.29
Grade 1 Year 4		1176.80	1206.22	1248.20	1279.40	1323.92	1357.02
Grade 1 Year 5		1182.60	1212.17	1254.35	1285.71	1330.45	1363.71
Grade 1 Year 6 (TKACE3)	1,173.30	1188.72	1218.44	1260.84	1292.36	1337.33	1370.77
Personal Care Worker Grade 2 (TKACE4)							
Grade 2 Year 1	1187.10	1209.46	1239.70	1282.84	1314.91	1360.67	1394.68
Grade 2 Year 2	1187.10	1215.58	1245.97	1289.33	1321.56	1367.55	1401.74
Grade 2 Year 3	1187.10	1222.14	1252.69	1296.29	1328.69	1374.93	1409.31
Grade 2 Year 4	1187.10	1227.94	1258.64	1302.44	1335.00	1381.46	1415.99
Grade 2 Year 5	1187.10	1233.73	1264.57	1308.58	1341.29	1387.97	1422.67
Grade 2 Year 6	1187.10	1239.85	1270.85	1315.07	1347.95	1394.86	1429.73
Personal Care Worker Grade 3 (TKACE5)							
Grade 3 Year 1 to Year 6	1227.40	1293.56	1325.90	1372.04	1406.34	1455.28	1491.66
Wage Skill Group 5 Allowance rate	1208.26	1208.26	1238.47	1281.57	1313.60	1359.32	1393.30

**AGED CARE CLASSIFICATIONS – LEISURE & LIFESTYLE (Direct)**

*All increases are effective from the first full pay period commencing on or after the dates referred to below. Any wage amount from 1 January 2025 is indicative only. When the FWC issues the final guidance for the WVC the correct figures will be updated and published in accordance with clause 16.4.*

CLASSIFICATION	1 December 2023	1 February 2024	WVC 1 January 2025	31 January 2025	WVC 1 October 2025	31 January 2026
	\$	\$	\$	\$	\$	\$
<b>Leisure &amp; Lifestyle Assistant Grade 1 (Unqualified)</b>						
Grade 1 Year 1	1158.32	1187.28	1228.60	1259.31	1303.13	1335.71
<b>Wage Skill Group 5</b>	1208.26					
Allowance rate		1238.47	1281.57	1314.91	1359.32	1393.33
<b>Leisure &amp; Lifestyle Assistant Grade 2 (Qualified Certificate 3)</b>	1209.46					
		1239.70	1282.84	1314.91	1360.67	1394.68
<b>Leisure &amp; Lifestyle Assistant Grade 3 (Qualified Certificate 4)</b>	1255.85					
		1287.25	1332.04	1365.34	1412.86	1448.18

Leisure & Lifestyle Coordinator Qualified	1 December 2023	1 February 2024	WVC 1 January 2025	31 January 2025	WVC 1 October 2025	31 January 2026
Year 1	1344.43	1378.04	1426.00	1461.65	1512.51	1550.32
Leisure & Lifestyle Coordinator Qualified (WSG 11)						
Year 1	1402.21	1437.27	1487.28	1524.46	1577.52	1616.95
Year 2	1408.35	1443.56	1493.79	1531.14	1584.42	1624.03
Year 3	1414.86	1450.23	1500.70	1538.22	1591.75	1631.54
Year 4	1420.67	1456.19	1506.86	1544.53	1598.28	1638.24
Year 5	1426.46	1462.12	1513.00	1550.83	1604.80	1644.92
Year 6	1432.61	1468.43	1519.53	1557.51	1611.72	1652.01

**NON-DIRECT CARE EMPLOYEES (General)**

<b>General Employees</b>	<b>1 July 2023</b>	<b>1 December 2023</b>	<b>1 February 2024</b>	<b>WVC 1 January 2025</b>	<b>31 January 2025</b>	<b>31 January 2026</b>
Level 1	910.90	945.10	968.73	997.79	1022.73	1048.30
Level 2	947.00	982.50	1007.06	1037.27	1063.21	1089.79
Level3	983.40	1020.30	1045.81	1077.18	1104.11	1131.71
Level 4	995.00	1032.30	1058.11	1089.85	1117.10	1145.02
Level 5	1,028.70	1067.30	1093.98	1126.80	1154.97	1183.85
Level 6	1,084.15	1124.80	1152.92	1187.51	1217.20	1247.63
Level 7	1,103.60	1145.00	1173.63	1208.83	1239.05	1270.03

<b>Food Service Employees</b>	<b>1 December 2023</b>	<b>1 February 2024</b>	<b>WVC 1 January 2025</b>	<b>31 January 2025</b>	<b>31 January 2026</b>
Level 4	1187.10	1216.78	1253.28	1284.61	1316.73
Level 5	1227.40	1258.09	1295.83	1328.22	1361.43
Level 6	1293.60	1325.94	1365.72	1399.86	1434.86
Level 7	1316.70	1349.62	1390.11	1424.86	1460.48

## APPENDIX C – ALLOWANCES

Allowance	Current rate	1 July 2024	1 January 2025 2.5%	1 January 2026 2.5%
On Call Allowance - Monday to Friday per 24 hour period or part thereof pursuant to Clause 21.3	\$20.67	\$26.43	27.10	27.78
On Call Allowance – Saturday per 24 hour period or part thereof pursuant to Clause 21.3	\$31.14	\$39.82	\$40.82	\$41.85
On Call Allowance – Sunday per 24 hour period or part thereof pursuant to Clause 21.3	\$35.28	\$46.45	\$47.62	\$48.82
In-Charge Allowance per shift pursuant to Clause 26.2	\$34.44	\$35.31	\$36.20	\$37.11
Preceptor Allowance per hour per shift pursuant to Clause 27	\$2.00	\$2.00	\$2.00	\$2.00
Buddy Allowance per hour per shift pursuant to Clause 28	\$1.08	\$1.11	\$1.14	\$1.17
Post Graduate Certificate of the Base Rate of Pay pursuant to Clause 29	4%	\$2.09	\$2.14	\$2.19
Post Graduate Diploma or Degree of the Base Rate of Pay pursuant to Clause 29	6.5%	\$3.39	\$3.48	\$3.57
Masters or Doctorate of the Base Rate of Pay pursuant to Clause 29	7.5% of the	\$3.92	\$4.01	\$4.11
<b>Meal Allowance</b>	\$16.20 per occasion	\$16.61	\$17.03	\$17.46
<b>Overtime</b>				
Further four hours overtime	\$14.60 per occasion	\$14.97	\$15.35	\$15.74
Uniform Allowance per fortnight allowance (inclusive of laundry allowance)	\$12.18	\$15.46	\$15.85	\$16.25
Nauseous Linen Allowance	\$0.48 per hour or part thereof) with	\$0.56 per hour or part thereof with	\$0.58 per hour or part thereof	\$0.60 per hour or part thereof) with

	a minimum payment per fortnight \$5.16	a minimum payment per fortnight of \$6.08	with a minimum payment per fortnight of \$6.24	a minimum payment per fortnight of \$6.45
Vehicle per klm	\$0.96	\$0.99	\$1.01	\$1.03

## APPENDIX D - CLASSIFICATIONS CLINICAL

### ENROLLED NURSE

**Enrolled nurse** means a nurse registered as a Health Practitioner by the AHPRA as a Registered Nurse (Division 2) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.

#### **Enrolled nurse – medication endorsed.**

**Enrolled Nurse – Pay point 1** means an Enrolled Nurse who has satisfactorily completed a course of training which has led to registration with AHPRA and is authorised to administer medications as an Enrolled Nurse (Division 2) and who is in their first year of practice.

**Enrolled nurse – Pay point 2** means an enrolled nurse who holds an endorsement to administer medications registered with AHPRA, who is required by Baptcare to administer medications.

The enrolled nurse will have completed at least 12 months experience working in the sector.

The enrolled nurse is required to demonstrate:

- i) Accurate decision making in a timely manner.
- ii) Management of own workload and ability to prioritise with minimal direct supervision.
- iii) Observation and assessment skills to recognize and report deviations from stable conditions which require follow up and intervention.
- iv) Strong interpersonal skills to meet the psychosocial needs of others.

**Enrolled nurse Pay points 3 – 8** means a nurse who has completed a further 12 months experience at the previous level in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements for the previous level.

### REGISTERED NURSE

**Registered nurse** means a nurse registered as a Health Practitioner by the AHPRA as a Registered Nurse (Division 1) under the provisions of the *Health Practitioner Regulation National Law (Tasmania) Act 2010*.

#### **Registered nurse- Level 1**

1. Pay point 1 - A Registered Nurse who holds a current registration as a Nurse with the Australian Health Practitioner Regulation Agency ("AHPRA") and who is re-entering the role of a nurse after an absence of five years.
2. Pay point 2 – a newly graduated nurse with limited experience who is required to work under the supervision of a more experienced RN.

#### **Registered nurse - Level 2**

1. A Registered Nurse not elsewhere classified who is not in charge of a section or unit of a facility and does not manage other staff.
2. Is appointed as such from a lower classification where the duties required to be performed include, but are not confined to:
  - delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the facility;

- providing support, direction, orientation and education to Grade 1 RNs, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of residents in the facility setting,
- acting as a role model in the provision of holistic care to residents in the facility; and
- participating in quality assurance programs and policy development within the practice setting.

### **Registered Nurse - Level 3 - Nurse Unit Manager**

1. A Registered Nurse appointed as a Nurse Unit Manager (NUM) in-charge of a unit or section within a facility and paid as such.
2. A Registered Nurse appointed as the After-Hours Coordinator in-charge of a facility of 60 beds or less in the out of hours of the director of Nursing (all PM, night and weekend shifts) and paid as such.
3. A Registered Nurse appointed as the Nurse Manager or Nurse Educator.
4. Duties of a Nurse Unit Manager or After-Hours Co-ordinator in charge of a facility of 90 beds or less, will substantially include, but are not confined to:
  - providing leadership and role modelling particularly in the areas of selection of staff within the Employee's area of responsibility;
  - provision of appropriate education programs,
  - participating as a member of the nursing leadership team;
  - contributing to the development of nursing and facility policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to;
  - being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;
  - being accountable for clinical operational planning and decision making for a specified span of control; and
  - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

### **Registered Nurse - Level 4**

1. A Registered Nurse appointed as a Clinical Outcome Partner (COP) or Clinical Care Manager (CCM) in a Residential Aged Care Facility with 90 beds or more.

### **Advanced Study**

#### **Nurse undertaking post graduate training**

A registered nurse or an enrolled nurse, up to and including the classification of registered nurse level 3, while undertaking post diploma or graduate training, shall be paid at the employee's existing salary rate, and will be entitled to normal incremental progression.

## **Enrolled nurse upgrading to registered nurse**

Enrolled nurses who complete a period of study which qualifies them to seek registration as a registered nurse with AHPRA shall, if they wish to continue in employment with Baptcare, be transferred to a position as a registered nurse if Baptcare has such a position available and if the employee is suitable for the position.

An enrolled nurse commencing as a registered nurse shall be paid as a Level 1 pay point 3 registered nurse for their first year of service.

## **Employees who undertake further training**

In recognition of the need to retain staff within the Aged Care sector, where an employee completes a period of study that entitles them to seek registration with AHPRA either as an enrolled nurse or registered nurse and they wish to continue their employment with Baptcare, they shall be transferred to a position as an enrolled or registered nurse within the facility on successful completion of the training, where such position is available and where the employee is suitable for the position.

## **Accelerated advancement.**

A registered nurse level 1 with an undergraduate nursing qualification shall commence at RN Level 1 pay point 2 following their initial registration with AHPRA.

## **Experience and Progression**

- a) Progression (Nurses only); for the purpose of progression between pay points or years of experience, a 'year of experience' shall mean:
  - (i) Not less than 1185 hours worked on average over a 12-month period; or
  - (ii) An average of three shifts or more worked in a 12-month period
- (b) A Part time or casual Registered Nurse or Enrolled Nurse may provide evidence that they are entitled to progress to the next pay point due to experience with other health services or aged care employer. Experience from another employer must be in a level at least equivalent to the level the employee is employed at with Baptcare. On provision of this evidence (statement on employer's letterhead of the annual hours worked, including the level) will be paid the new rate from the first full pay period after the evidence is received.
- (c) Progression (Personal Care Workers/Aged Care Employees only) for the purpose of progression between the levels or years of experience, a 'year of experience' shall mean a 12-month period from the date of anniversary date of commencing employment.
- (d) In the event that an employee has a written disciplinary warning or notification against them lodged with an external agency, progression may be withheld until clinical competency is determined.



## AGED CARE CLASSIFICATIONS –GENERAL

### **Aged Care General 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 Services**

Cleaning; basic laundry work and the sorting and packing of linen

Laundry Hand, Sorter/Packer of Linen

Assistant Gardener

Basic maintenance work.

#### **Food Services**

Basic food preparation; the cooking of basic meals;

Cleaning of food preparation and consumption areas and cooking equipment and utensils

The serving and delivery of meals.

Food and Domestic Services Assistant

### **Aged Care General Employee Level 2**

An Employee at this level:

- Works within established routines, methods, and procedures.
- Has limited responsibility, accountability, or discretion.
- May work under limited supervision, either individually or in a team.
- Possesses communication skills.
- Requires on-the-job training and/or specific skills training or experience.
- Has no direct interaction with residents

The functions within those classifications indicated in Wage Skill Group 1 after three months experience in the industry.

Indicative tasks performed at this level are:

### **General and administrative services**

The functions within these classifications indicated in Level 1 after three months experience in the industry.

Maintenance

Store person

Computer Clerk

A Laundry Worker performing on their own (until 31 December 2024)

Food Services Assistant (until 31 December 2024) Cleaner (until 31 December 2024)

### **Aged Care General 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.
- Tasks performed at this level have regular interaction with residents.

Indicative tasks performed at this level are:

### **General and administrative services**

A Laundry Worker performing on their own (after 1 January 2025)

Food Services Assistant (after 1 January 2025)

Cleaner (after 1 January 2025)

Cold Larder

General clerk/Typist (second and subsequent years of service)

Receptionist

## **Aged Care General Employee Level 4**

An Employee at this level:

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

Indicative tasks performed at this level are:

### **General and administrative services**

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Gardener (Trade or TAFE Certificate III)

Food Services Assistant (Qualified)

Maintenance Officer

## **Aged Care General Employee Level 5**

An Employee at this level:

- is capable of prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion
- works under limited supervision either individually or in a team;
- 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
- Holds a formal qualifications at trade or certificate level IV.

Indicative tasks performed at this level are:

## **General and administrative services**

Handy person performing general maintenance duties.

Administration Assistant

## **Aged Care General Employee**

### **Level 6**

An Employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines, and procedures.
- is responsible for work performed with a medium level of accountability;
- works under limited supervision, either individually or in a team;
- 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.

## **General and administrative services**

Maintenance tradesperson (advanced)

Gardener (advanced)

## **Aged Care General Employee**

### **Level 7**

An Employee at this level:

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

Indicative tasks performed at this level are:

**General and administrative services**

Clerical supervisor Interpreter (qualified)

Gardener superintendent

General services supervisor

## **AGED CARE CLASSIFICATIONS - PERSONAL CARE WORKER**

### **1. Personal Care Worker Grade 1 (Trainee)**

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

### **2. Personal Care Worker Grade 2 (TKACE4)**

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

2.1. Such an Employee must obtain a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules.

2.2. For such an Employee, training in the following is also required:

- first aid equal to a basic first aid certificate,
- manual handling,
- infection control,
- communication skills, and
- basic personal care of residents.

2.3. Where the Employee does not have the training at 2.2 above and at the request of the Employee, such training shall be provided by and at the cost of Baptcare. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid at Personal Care Worker Grade 2 from the time of completion of the Certificate 3 in Aged Care (or Individual Support (Disability) or Individual Support (Ageing and Disability)).

### **3. Personal Care Worker Grade 3 (TKACE5)**

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

3.1. Such an Employee, in addition to having had not less than two years' experience as a personal care worker and the training required at a Personal Care Worker 2 classification; a relevant qualification in Aged Care at Certificate 4 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules. The Personal Care Worker who completes these criteria will be appointed automatically, without the need to apply to the level WSG 8 as a PCW Grade 3.

3.2. For such an Employee, training in the following is also a requirement:

- Basic computer skills,
- Dealing with dementia,
- Monitoring care of the incontinent resident,
- Skin care, Simple wound monitoring, Diabetes awareness,
- Infection control, and Behaviour management.

## AGED CARE CLASSIFICATIONS - LEISURE and LIFESTYLE STRUCTURE

### 1. Leisure and Lifestyle Assistant Grade 1

- 1.1 Means a person employed in a Residential Aged Care Facility to provide activities/diversional therapy to those residents. Such an Employee would not possess any relevant accredited training.
- 1.2 Such a person assists with the planning and implementation of lifestyle enhancement programs under direct supervision and in co-operation with other members of the Aged Care team.

### 2. Leisure and Lifestyle Assistant Grade 2

- 2.1 Means a person employed in a Residential Aged Care Facility, to provide activities/diversional therapy to those residents.
- 2.2 Such an Employee must have a Certificate 3 qualification in Leisure and Lifestyle, Diversional Therapy, or other relevant qualification from a Registered Training Organisation.
- 2.3 Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programs where required under the supervision and direction of a Lifestyle Co-ordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the Aged Care team.

### 3. Leisure and Lifestyle Assistant Grade 3

- 3.1 Means a person employed in Residential Aged Care Facility to provide activities/diversional therapy to those residents.
- 3.2 Such an Employee shall have a Certificate 4 qualification in Leisure and Lifestyle, Diversional Therapy, or other relevant qualification from a Registered Training Organisation. The Leisure and Lifestyle Assistant Grade 2 who obtains a Certificate 4 will be appointed automatically to the level of WSG 8.
- 3.3 Such a person will plan and implement lifestyle enhancement programs under limited supervision and in cooperation with other members of the Aged Care team. This Employee maybe required to hold a First Aid Certificate.

### 4. Leisure and Lifestyle Co-ordinator Unqualified

Means a suitably experienced and unqualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programs and supervision, work allocation, rostering, and guidance of Lifestyle Assistants. This person will be required to hold a First Aid Certificate II.

### 5. Leisure and Lifestyle Co-ordinator Qualified

Means a suitably experienced and qualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programs and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person will be required to hold a Certificate III and First Aid Certificate II.

### 6. Leisure and Lifestyle Co-ordinator Qualified (TKAC7L)

Means a suitably experienced and qualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programs and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person will be required to hold a Certificate IV and First Aid Certificate II.