

# Baptcare

## ANMF and HWU Enterprise Agreement



**PART A – APPLICATION AND OPERATION**

**1. Title**

This Agreement shall be called the Bapcare, ANMF and HWU Enterprise Agreement 2024 ('**Agreement**') and records the terms agreed between those parties in full settlement of the claim served and shall apply for the duration of the Agreement.

**2. Arrangement**

This Agreement shall be arranged as follows:

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### 3. Variation of Agreement

- 3.1 Subject to the requirements of the Fair Work Act 2009 ('the Act') an application to vary the terms of the Agreement can be made under Chapter 2-Pt2-4-Div 7 of the Act.
- 3.2 Such application must be in writing and agreed to by the parties.
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### 4. Coverage of the Agreement

- 4.1 This Agreement covers:
- a) Baptcare Ltd trading as Baptcare with regards to its operations in the State of Victoria ('Baptcare') and
  - b) Employees employed by Baptcare in any of the Residential Aged Care Facilities, including Health and Wellbeing services (Brindabella, Southaven), operated by Baptcare in a classification prescribed by this Agreement.
  - c) Employees employed in the In-Home Care Division as nurses (RN or EN) operated by Baptcare.
- 4.2 the Australian Nursing and Midwifery Federation (Victorian Branch), subject to giving notice under section 183 of the Act.
- 4.3 the Health Services Union (Victorian No 1 Branch) trading as Health Workers Union, subject to giving notice under section 183 of the Act.
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## 5. New or Acquired Facilities

- 5.1 Subject to clause 5.2, Employees engaged in a residential Aged Care facility acquired or built by Bapcare shall also be covered by this Agreement,
- 5.2 Where a residential Aged Care facility operating in the State of Victoria is acquired by Bapcare and is covered by a current Enterprise Agreement under the *Fair Work Act 2009*, Bapcare shall commence discussions with any Employee organisation covered by this Agreement about the future application of this Agreement to that facility.
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## 6. Relationship to the NES, Awards and previous enterprise agreement

- 6.1 This Agreement will be read and interpreted in conjunction with the 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.
- 6.2 The terms of this Agreement entirely exclude, replace and supersede the terms of any state or federal award or enterprise/workplace/certified agreement that may have applied to any Employee now covered by this Agreement including but not limited to the:
- (a) Nurses Award 2020.
  - (b) Aged Care Award 2010.
  - (c) Nurses (Victorian Health Services) Award 2000; and
  - (d) Health and Allied Services – Private Sector – Victoria Consolidated Award 1998.
- 6.3 The Schedules and Appendices attached to this Agreement form part of this Agreement.
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## 7. Date and Period of Operation

- 7.1 This Agreement shall come into operation on the seventh day after the Agreement is approved by Fair Work Commission (FWC) and shall remain in force until 30 September 2026 and thereafter in accordance with the *Fair Work Act 2009*.
- 7.2 The parties agree to commence negotiations for a replacement Enterprise Agreement no later than 30 June 2026.
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## 8. Savings Clause

- 8.1 No Employee shall suffer any loss or diminution of wages or entitlements (whether accrued or otherwise) or terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement, unless expressly provided within this Agreement.



## 9. Definitions and Interpretations

9.1 In this Agreement unless the contrary interpretation appears:

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

**ACAS Classification** means the classification given to a care recipient/resident under the Aged Care Act 1997 (Cth).

**Aged Care Employee** means an Employee employed by Baptcare Ltd in Victoria in an Aged Care staff classification contained in Appendix B. Who, but for this Agreement, would be covered by the Aged Care Award 2010.

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

**Agreement** means this enterprise agreement, the Baptcare, ANMF and HWU Enterprise Agreement 2024

### Allowance Rate

- a) Enrolled Nurse: The Allowance rate for an Enrolled Nurse is the weekly rate for Pay Point 1 unless otherwise specified.
- b) Aged Care Employee (other than for PCWs, Leisure and Lifestyle Assistants and head chef/cook at each facility): the Allowance rate for an Aged Care Employee is the weekly rate for General - Group 5.
- c) PCWs, Leisure and Lifestyle Assistants and head Chef/Cook at each facility: The Allowance rate for an Aged Care Employee is the weekly rate for set out as the Allowance Rate in the PCW wages table.
- d) Registered Nurse: The Allowance rate for Registered Nurses is the weekly rate for Grade 2 Year 2 unless otherwise specified.

**ANMF** means the Australian Nursing and Midwifery Federation (Victorian Branch).

**ATO** means the Australian Taxation Office.

**Casual Employee** means a casual employee in accordance with section 15A of the Act.

**Continuous Service** is defined by section 22 of the *Fair Work Act 2009* unless expressly stated otherwise in this Agreement.

**FWC** refers to the Fair Work Commission, the statutory body established under the *Fair Work Act 2009*, or any successor organisation established under Commonwealth legislation.

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

**HWU** means the Health Services Union (Victoria No 1 Branch), trading as the 'Health Workers Union'.

**Immediate family** has the meaning in the Act as the following:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild, foster child, or siblings of the Employee
- (b) A child, parent, grandparent, grandchild, foster child or sibling of a spouse or de facto partner of the Employee c) a spouse includes a former spouse of an Employee; and
- (c) a de facto partner of an Employee:
  - (i) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis.
  - (ii) includes a former de facto partner of the Employee.

**NES** means the National Employment Standards legislated under the *Fair Work Act 2009*

**NMBA** means the Nursing and Midwifery Board of Australia.

**Nursing Employee** means an Employee employed by Baptcare in Victoria in a nursing classification contained in Appendix B.

**Personal Care Worker** means a person employed in a Residential Aged Care Facility, to provide personal care to those residents.

**Registered Health Practitioner** means a medical practitioner, dental practitioner, psychologist, physiotherapist, chiropractor, registered with their relevant National Board under the National Law.

**Residential Aged Care Facility** means a facility in which residential Aged Care is provided pursuant to the *Aged Care Act 1997* (Cth).

**Unions** means the ANMF and the HWU.

## 9.2 Experience

- a) Appointment: To determine the relevant classification, increment or pay point, experience' shall mean any work within the last five years as a Registered Nurse, Enrolled Nurse or work performed at a facility to which the Aged Care Award 2010 covers, save that such experience must be obtained in the same occupational group as their classification with Baptcare. For example, experience as a Registered Nurse will count in determining the relevant classification for a Registered Nurse under this Agreement, with respect to Internationally Qualified Nurses (IQN).
  - (i) Where an international trained nurse (IQN) is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place, or
  - (ii) where an IQN is granted registration subject to successful completion of a bridging program previous experience will not be counted until the completion of that bridging course, or

- (iii) where an IQN is required by the Australian professional registration body to undertake an outcome-based assessment (OBA) previous experience will not be counted until the completion of the OBA.
- b) Progression (Nurses Only): for the purposes of progression between levels 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.

An Employee who does not satisfy this definition shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any) or level.
- c) Progression (Personal Care Workers/Aged Care employees only): for the purposes of progression between Levels or Years of Experience, a 'year of experience' shall mean a 12-month period from the date of commencing employment.
- d) 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 another health service or aged care employer Experience from an employer other than the Employer must be in a grade or sub-grade at least equal to that in which the Employee is employed under the Agreement. On provision of such evidence, (statement on employers' letterhead of the annual hours worked including the level) will be paid at the new rate from the first full pay period after the evidence is provided.

9.3 Where this Agreement refers to an entitlement provided for in the NES, the NES definition applies.

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## 10. Flexibility Term

10.1 Baptcare and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) The agreement deals with 1 or more of the following matters:
  - (i) Arrangements about when work is performed,
  - (ii) Overtime rates,
  - (iii) Penalty rates,
  - (iv) Allowances, and
  - (v) Leave loading.
- b) The arrangement meets the genuine needs of Baptcare and Employee in relation to 1 or more of the matters mentioned in paragraph a) and b), and
- c) Baptcare and the individual Employee must have genuinely made the agreement without coercion or duress.

10.2 Baptcare must ensure that the terms of the individual flexibility arrangement:



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

10.3 Baptcare must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of Baptcare and the Employee; and
- c) is signed by Baptcare and the 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 enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
- e) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- f) states the day on which the arrangement commences.

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

10.5 Baptcare or the Employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice or such other period prescribed by the Act to the other party to the arrangement: or
- b) if Baptcare and Employee agree in writing — at any time.

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## 11. Individual Flexible Working Arrangement

11.1 The right to request a flexible working arrangement is set out in s.65 of the *Fair Work Act* (as amended). Circumstances where the Employee can request a flexible working arrangement are:

- 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.

11.2 A request made pursuant to Clause 11.1 of this Agreement must be in writing and set out the detailed reasons for the change. Baptcare 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. Baptcare may only refuse the request on reasonable business grounds (as defined in s. 65(5A) of the *Fair Work Act*). A refusal by Baptcare may be disputed by the employee and the dispute resolutions procedure of this agreement applies.

11.3 To avoid doubt, and without limiting Clauses 11.1 and 11.2, 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.

11.4 The Employee is not entitled to make a request pursuant to Clause 11.1 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.

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## **12. Consultation**

12.1 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.

### **12.2 Major change**

For a major change referred to in paragraph 12.1 (a):

- a) Baptcare must notify the relevant employees of the decision to introduce the major change; and
  - b) subclauses 12.3 to 12.9 apply.
- 12.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.4 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 12.5 the employee or employees advise Baptcare of the identity of the representative; Baptcare must recognise the representative.
- 12.6 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; and
  - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the
    - (iii) employees; and
    - (iv) any other matters likely to affect the employees.
- 12.7 However, Baptcare is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.8 Baptcare must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.9 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 paragraph [12.2\(a\)](#) and subclauses [12.3](#) and [12.5](#) are taken not to apply.
- 12.10 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 Baptcares' 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.

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**13. Change to regular roster or ordinary hours of work.**

13.1 For a change referred to in paragraph 12.1 (b)

- a) Baptistcare must notify the relevant employees of the proposed change; and
- b) subclauses 13.2 to 13.6 apply.

13.2 The relevant employees may appoint a representative for the purposes of the procedures in this term.

13.3 If:

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

Baptistcare must recognise the representative.

13.4 As soon as practicable after proposing to introduce the change, Baptistcare 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 Baptistcare reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that Baptistcare 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).

13.5 However, Baptistcare is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.6 Baptistcare must give prompt and genuine consideration to matters raised about the change by the relevant employees.

13.7 In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause 12.1 (b)

**14. Dispute Resolution Procedure.**

14.1 This dispute resolution procedure will apply to any dispute arising in relation to the application of:

- a) this Agreement or
- b) the National Employment Standards or
- c) a matter pertaining to the relationship between Baptistcare and the Employee.

In the event of a dispute in relation to the above, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate. A party may include a union who represents multiple employees; it is not a requirement for each individual employee to attempt to resolve the dispute with their supervisor or manager.

14.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.

14.3 If the grievance is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.

14.4 The above steps shall take place within seven days, or such longer period as may be mutually agreed.

14.5 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence, and submissions which are necessary to make the arbitration effective.

14.6 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to FWC, up to the first hearing and then subject to any direction of FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.

14.7 The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

14.8 For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

## 15. Disciplinary Procedure

- 15.1 Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing (by providing relevant evidence that supports the allegations in a comprehensive form) and the Employee will be given an opportunity to respond to these issues. If the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- 15.2 If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- 15.3 If the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- 15.4 In the event of the matter recurring, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- 15.5 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009*) Where an allegation of 'serious misconduct' is proven and Baptcare, having considered all the circumstances does not wish to terminate Employee's employment, a warning may be issued under paragraph [15.2](#) or [15.3](#) of this provision.
- 15.6 During all steps in the disciplinary procedure, the Employee has the right to representation of their choice, including the ANMF or HWU. Baptcare may be represented by the representative of their choice.
- 15.7 No Employee shall be suspended without pay unless they are unable to fulfil the inherent requirements of their role, e.g., Requirement for compulsory vaccination or valid police checks. Suspension on pay will only occur in respect to serious matters which warrants the employee not being in the workplace while the investigation or disciplinary process is finalised.
- 15.8 Records relating to disciplinary procedures will be disregarded where a continuous period of 18 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.



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**PART B – WAGES AND ALLOWANCES**

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**16. Wages**

16.1 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) By 2.5% from the first full pay period on or after 1 February 2024
- b) 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.
- c) By a further 2.5 % from the first full pay period to commence on or after 31 January 2025
- d) 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.
- e) By a further 2.5% from the first full pay period to commence on or after 31 January 2026

16.2 Rates of pay (and allowances) as increased by this Agreement are set out at Appendix A.

So long as an Employee is subject to this Agreement, the basic periodic rate of pay that is payable to the Employee will not be less than the basic rate of pay which would be applicable to the Employee under the Nurses Award 2020 or Aged Care Award 2010 had the Employee not been subject to this Agreement.

16.3 So long as a casual Employee is subject to this Agreement, the casual loading that is payable to the Employee will not be less than the default casual loading percentage provided by the *Nurses Award 2020* or the *Aged Care Award 2010*.

16.4 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 16.1 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 16.4 may be dealt with under Clause 14 Dispute Resolution Procedure.

## 17. Payment of wages

- 17.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period. Wages shall be paid no later than Thursday following the end of the fortnightly (or monthly where agreed) pay period. When a public holiday occurs on the nominated pay day, payment shall be made on the day preceding the public holiday.
- 17.2 Employees will be paid by electronic funds transfer, as determined by Baptcare, into the bank or financial institution account nominated by the Employee.
- 17.3 When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by Baptcare, payment of all wages and other monies owing to an Employee will be made to the Employee.
- 17.4 In respect of Enrolled Nurses, Personal Care Worker's (PCW) and Aged Care Employees only, if payment does not occur within seven working days of termination:
- a) the employee shall be paid overtime rates for the duration of the period until such monies owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.
  - b) In the event the day the monies owed are due to be paid falls on a bank or public holiday the penalty will only commence on the day following such holiday.
  - c) The penalty will not be payable if an unforeseen event outside of the control of Baptcare frustrates Baptcare's ability to meet the three working-day timeframe for payment.
- 17.5 Overpayment of Wages
- a) Where Baptcare believes an Employee has been overpaid, Baptcare shall:
    - (i) Advise the Employee in writing, detailing the overpayment,
    - (ii) Request to meet with the Employee,
    - (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. If it is agreed, the provision at 17.5 (c) shall apply. If it is disputed, Clause 14 shall apply. For the avoidance of doubt, if Clause 14 applies, the matter in dispute is whether an overpayment has occurred.
  - c) Where an overpayment is established either by agreement or because of the application of Clause 14, the parties shall make reasonable endeavours to reach agreement regarding repayment which may include an authorised deduction from the Employee's wages. Such deductions may occur over an agreed period or upon termination of employment or a combination of both. In discussing the quantum of an authorised deduction, the parties shall consider what is reasonable in all the circumstances including:
    - (i) The amount of the overpayment,

- (ii) The period over which the overpayment was made,
- (iii) The effect on the Employee, and
- (iv) The effect on Baptcare.

If, for any reason, the parties cannot reach agreement, Clause 14 shall apply.

- 17.6 An Employee shall receive a pay slip via the Baptcare kiosk as required by the Act which includes details of accrued annual leave, and personal leave. Employees may request a balance of their long service leave (in weeks), up to twice a year.
- 17.7 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.

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## 18. Salary packaging

- 18.1 Baptcare is eligible under relevant legislation to offer salary packaging to its Employees. While Baptcare remains eligible under relevant legislation, Baptcare may offer eligible Employees the opportunity to package their salaries in accordance with Baptcare's requirements as in place from time to time.
- 18.2 The parties agree that if salary packaging ceases to be an advantage to the Employee, the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the Employee and Baptcare shall not be liable to make up any benefit lost because of an Employee's decision to convert to salary.
- 18.3 The Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider., as varied from time to time.
- 18.4 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. Baptcare shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee shall pay for any costs associated with salary packaging.
- 18.5 Superannuation contributions paid by Baptcare into an approved Fund will be calculated on the Employee's pre-packaged rate of pay.

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## 19. Superannuation

### 19.1 Superannuation legislation

Superannuation Law deals with the superannuation rights and obligations of Baptcare and Employees. Under superannuation legislation individual Employees generally can choose their own superannuation fund. Baptcare shall make superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:

- a) Health Employees Superannuation Trust of Australia ('HESTA'), as may be amended from time to time, and includes any superannuation scheme which may be made in succession to that.
- b) First State Super, or
- c) any other complying fund upon a request from the Employee

19.2 The rights and obligations in these clauses supplement those in the Superannuation Law.

#### 19.3 Baptcare contributions

- a) Baptcare will pay superannuation contributions to Employees, in accordance with and subject to Superannuation Law. Baptcare will forward contributions and completed membership forms for the Employee's choice of fund to the nominated fund within 28 days from commencing employment. If the Employee has not completed a membership application form within 28 days, Baptcare will make superannuation contributions to the Employee's stapled fund identified to Baptcare by the ATO. If the Employee does not choose a fund and there is no stapled fund for the employee Baptcare will pay into the default fund HESTA.
- b) Baptcare must pay to the relevant superannuation fund a superannuation contribution amount no later than 28 days after the end of each month.

19.4 Super contributions are paid on 'ordinary time earnings' (OTE) which are defined by the ATO. OTE includes allowances for ordinary hours of work. This includes hours in addition to contracted hours paid at ordinary rates and penalties and allowances such as shift allowance, weekend penalties, qualifications allowance, annual leave loading and Leader allowance. However, OTE do not include overtime and payments that arise during overtime (such as meal allowance). Nor does it include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry, and uniform).

19.5 Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under the Dispute Resolution Procedure of this Agreement.

#### 19.6 **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 at the same time as Baptcare's contributions. 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 their 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 their additional contributions once each month.

### 19.7 Salary Sacrifice

An Employee may make an agreement with Baptcare for salary sacrifice.

- a) The Employee must specify an amount or a percentage of ordinary time earnings by which their salary is to be reduced (**salary sacrifice**).
- b) The salary sacrifice will be deducted from the Employee's salary and contributed by Baptcare to the Fund each month.
- c) Baptcare will continue to calculate the contributions required by clause 19.1 above and the Superannuation Guarantee (Administration) Act 1992 based on the Employee's OTE before the salary sacrifice is deducted.
- d) 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.
- e) 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.
- f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.

19.8 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 provided by Baptcare Kiosk to each Employee.

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## 20. Qualifications Allowance and Medication Endorsement Allowance

For this clause, the term 'Nurse' means a Registered Nurse or an Enrolled Nurse.

### 20.1 Entitlement

- a) Where a Nurse holds a post registration qualification relevant to nursing in Aged Care, the Employee will be entitled to a qualification allowance set out below, save that the qualification must be demonstrated to be relevant to residential Aged Care, specifically one of the following:
  - (i) Gerontological Nursing, or
  - (ii) Management.

### 20.2 Meaning of 'where relevant'

- a) In the case of a qualification regarding Management, the qualification will be deemed relevant where the Employee is a Registered Nurse classified at Grade 3 or above.
- b) In all other instances, when considering whether a qualification is relevant, the nature of the qualification and the current area of practice of the nurses are the main criteria. Other considerations may include:

- (i) The clinical or other area of work of the Nurse;
- (ii) The classification and position description of the Nurse;
- (iii) Whether the qualification would assist the Nurse in performing their role and/or assist in maintaining quality resident care and/or assist in the administration of the unit/area in which the Nurse is employed.

### 20.3 Rates for Qualifications Allowances

#### a) Registered Nurses

A Registered Nurse entitled to a qualification allowance under this clause shall be paid, in addition to their salary, as follows:

- (i) 4.0% of the allowance rate - for a Hospital Certificate or Graduate Certificate or equivalent. An equivalent may include a Certificate obtained from training or education facilities (such as infection control certificates from the Mayfield Education) where the programmes are equivalent to a University Graduate Certificate and the training/education facility verifies that in writing.
- (ii) 6.0% of the allowance rate - for a Postgraduate Diploma (or equivalent) or Degree (or equivalent) other than a nursing undergraduate degree.
- (iii) 7.5% of the allowance rate - for a Master's Degree (including a Master's Degree completed prior to, or that leads to, registration).
- (iv) 8.5% of the allowance rate - for a Doctorate (including a Doctorate completed prior to, or that leads to, registration).

#### b) Enrolled Nurses

An Enrolled Nurse entitled to a qualification allowance under this clause shall be paid, in addition to their salary, as follows:

- (i) 4% of the Enrolled Nurse's applicable weekly Pay Point rate for a certificate course of a minimum of six months duration; or
- (ii) 7.5% of the Enrolled Nurse's applicable weekly Pay Point rate for a certificate course of a minimum of 12 months duration.

### 20.4 Evidence

- a) A Nurse claiming entitlement to a qualification allowance must provide to Baptcare evidence of that Nurse holding the qualification for which the entitlement is claimed.
- b) Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to Baptcare (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

### 20.5 Base Qualification

A qualification allowance cannot be claimed in respect of the base qualification leading to registration except where expressly stated otherwise.



## 20.6 Payment during leave

- a) The allowances in [20.3](#) are to be paid during all periods of leave except sick leave beyond 21 days in any twelve-month period and long service leave. In the case of annual leave, where the annual leave loading is on a projected roster basis (not a 17.5% basis) the qualifications allowance is added to the following components below:
- (i) All payments for ordinary hours of work.
  - (ii) Shift work premiums according to roster or projected roster.
  - (iii) Saturday, Sunday premiums according to roster or projected roster.
  - (iv) In charge allowances.

## 20.7 Pro rate entitlement

The allowance is to be paid on a pro-rata basis for non-full-time Employee's, including casuals.

## 20.8 One Qualification Allowance Only

A Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held.

## 20.9 Medication Endorsement Allowance – Enrolled Nurses

An Enrolled Nurse who is authorised to administer medication and who is required to use, and does use, such authorisation in connection with their duties shall be paid an allowance of 4% of the weekly wage rate for the applicable Enrolled Nurse Pay Point in Appendix A, pro rata for part-time and casual Employees. This payment will apply regardless of the percentage of shifts on which the Enrolled nurse administers medications.

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## 21. Leader Allowance – Aged Care Employees and Enrolled Nurses

- 21.1 An Aged Care Employee or Enrolled Nurse who is appointed as a 'Leader' (however titled) will have their classification preceded by the term 'Leader' and will be paid an allowance of 10%, to be calculated upon the base rate payable to the Employee under this Agreement.

Appointment of an Aged Care Employee or Enrolled Nurse to a classification preceded by the term 'Leader' will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of the Aged Care Employee or Enrolled Nurse employed in a similar area within the workplace. This classification must be confirmed in writing. Examples of a net addition duties or functions include the assignment of a special project or an increased emphasis on the performance of the core functions already undertaken by an Aged Care Employee or an Enrolled Nurse.

For the avoidance of doubt, the absence of supervisory responsibility or a designated 'team' shall not preclude the Employee from obtaining the allowance, consistent with the examples in this clause, where the criteria set out at [21.2](#) below are satisfied.

- 21.2 A net addition to the work value of the substantive role required of an Aged Care Employee or Enrolled Nurse would be characterised by:

- a) the additional functions or duties are a regular and on-going requirement; and
- b) experience in the role commensurate with this clause, coupled with on-the-job training where provided by Baptcare; and
- c) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of an Aged Care Employee or Enrolled Nurse employed in a similar area of areas; and
- d) a greater level of judgment is required from the Aged Care Employee or Enrolled Nurse whereby the Employee can make independent decisions to a degree not generally expected of an Aged Care Employee or Enrolled Nurse employed in a similar area or areas; and
- e) a higher degree of accountability is expected for work undertaken, such that the Aged Care Employee or Enrolled Nurse is clearly performing at a level above that of their peers employed in a similar area or areas within Baptcare's facility.

21.3 A 'net addition to the work value' in residential Aged Care facilities will also include a person appointed in charge in the normal off-duty periods of the Facility Manager.

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## **22. Uniforms and Laundry**

22.1 Employees required by Baptcare to wear uniforms will either:

- a) be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees (such items are to remain the property of Baptcare and be laundered and maintained by such Baptcare free of cost to the Employee), or,
- b) be paid a uniform allowance at the rate prescribed in Appendix A, being the lesser of the minimum daily allowance or weekly amount and where the Employee's uniforms are not laundered by or at the expense of Baptcare, the Employee will be paid a laundry allowance as prescribed in Appendix A being the lesser of the minimum daily allowance or weekly amount.

22.2 Where an Employee is paid a uniform allowance, it shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

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## **23. Meal allowance (Overtime)**

23.1 When an Employee is required to work overtime more than one hour, the Employee shall:

- a) Where Baptcare has adequate cooking and dining facilities, be supplied with an adequate meal or,
- b) Be paid a meal allowance at the rate prescribed in Appendix A.

- 23.2 Where overtime work exceeds four hours on occasion a further meal will be provided, or meal allowance as set out in Appendix A paid.
- 23.3 When overtime exceeds five hours on a Saturday, Sunday, or rostered day off – the Employee shall be paid the meal allowance in Appendix A. If required to work more than nine hours on such day, a further amount as specified in Appendix A shall be paid.
- 23.4 Meal allowances are in addition to overtime rates.
- 23.5 The meal allowance will be paid as part of the next pay cycle.
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**24. Travelling, transport and fares**

- 24.1 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid the rate as specified in Appendix A.
- 24.2 When an Employee is involved in travelling on duty, if Baptcare cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Baptcare on production of receipted account(s) or other evidence acceptable to Baptcare.
- 24.3 An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in the relevant Schedule of this Agreement, when they use a motor car in those circumstances.
- 24.4 Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause 24.2 which exceed the mode of transport, meals or the standard of accommodation agreed with Baptcare for these purposes.
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**25. Tool allowance (Chefs and Cooks) and Occasional Interpreter Allowance**

- 25.1 A tool allowance as prescribed in Appendix A for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by Baptcare.
- 25.2 An Employee not employed as a full interpreter who is required to perform interpreting duties shall receive an additional amount on each occasion as set out in Appendix A, with a maximum payment per week as set out in Appendix A.
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**26. On Call Allowance and Telephone Recall Provision**

- 26.1 Employees required by Baptcare to be on-call shall be paid an allowance of 5% of the base/allowance rate per 12-hour period or part thereof.
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**27. Recall To Duty**

- 27.1 Physical recall
- a) In the event of an Employee being recalled to duty, where the recall work is not continuous with the next succeeding rostered period of duty, a nurse (RN or EN) shall be paid a minimum of three hours at the appropriate overtime rate. A non-nurse employee shall be paid a minimum of four hours at the appropriate overtime rate. Provided that if the work

that is the subject of the recall takes less than three hours to complete, then the Employee may leave the workplace.

- b) In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence, Baptistcare shall provide adequate transport free of cost to the Employee.

#### 27.2 Telephone recall

Where the an Employee (whether rostered or not) receives a telephone enquiry or enquiries but can resolve the matter appropriately without the need for returning to the facility, the Employee shall be paid a minimum of one hour of pay at the appropriate overtime rate in addition to the on-call allowance for each hour of disturbance, provided that multiple recalls within a discrete hour shall not attract an additional payment. The paid hour will commence from the taking of the first call.

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### **28. Nauseous Allowance**

- 28.1 An allowance per week as set out in Appendix A shall be paid to Enrolled Nurses and Aged Care Employees (except for Wage Skill Groups 4, 5, 7 and 9) when handling linen of a nauseous nature other than linen sealed in airtight containers.
- 28.2 An allowance per hour or part thereof as set out in Appendix A shall be paid to an Employee (except for a Registered Nurse) in any classification for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification, provided that any Employee who is paid an allowance under clause 28.1 shall not be entitled to be paid an allowance under clause 28.2 for the same work.

## PART C – TYPES OF EMPLOYMENT, TERMINATION OF EMPLOYMENT, STAFFING AND WORKLOAD

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### 29. Modes of Employment

#### 29.1 Employment categories

- a) Employees under this agreement will be employed in one of the following categories:
  - (i) full-time;
  - (ii) part-time; or
  - (iii) casual.
- b) At the time of engagement Baptcare will inform each Employee whether they are 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 respective classification.

#### 29.2 Minimum engagement

- a) The minimum engagement on any one day shall be as follows:
  - (i) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.
  - (ii) Part-time employees will receive a minimum payment of three hours for each engagement.
  - (iii) Casual employees will receive a minimum payment of two hours for each engagement.

#### 29.3 Full-time employment

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 45 of this Agreement.

#### 29.4 Part-time employment

- a) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- b) Subject to the rostering provisions of Clause 48, before commencing employment, Baptcare and the Employee will agree in writing on the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- c) An Employee who is contracted to work part-time hours can agree to work additional hours at their ordinary rate of pay, provided that they do not work more than 76 hours in any fortnightly period or beyond their rostered full-time ordinary hours (for nurses) or beyond their rostered ordinary hours (all other employees).

- d) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.

### 29.5 Annual review of part-time hours

- a) An Employee may request a review of their working hours. No more than one request shall be made each year. Where the Employee is regularly working more than their specified contract hours, or a regular pattern of hours in the case of a casual Employee, then such contract hours may be adjusted by Baptcare and in the case of a casual Employee adjusted to part time hours, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
- (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave or workers compensation,
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient or client; or
  - (iii) The operational requirements or anticipated operation requirements of Baptcare do not support the variation of hours.
- b) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the practice and in some cases adjusted contracted hours may be slightly above or below the average of the additional hours to reflect this roster cycle or shift configuration.

### 29.6 Casual employment

- a) A casual Employee is an Employee engaged in relieving work or work of a casual nature and whose engagement is terminable without notice by either party. As such casual Employees are employed on an hourly basis. It is not intended that casual Employees will be employed on a regular or systematic basis.
- b) A casual RN Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification plus a casual loading of 25%. In addition, a casual Employee shall be entitled to receive the appropriate uniform and other allowances prescribed herein.
- c) A casual RN, EN or Aged Care Employee shall be paid for all work performed in accordance with the rates (as a percentage of the ordinary hourly rate and inclusive of the casual loading) set out in the table below:

<b>Employee type</b>	<b>Monday to Friday (inclusive)</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
<b>Registered Nurse</b>	125%	187.5%	218.75%	250%
<b>Enrolled Nurse</b>	125%	187.5%	218.75%	250%
<b>Aged Care Employee</b>	125%	175%	200%	275%



The rates above include special rates for Saturday and Sunday work but not shift allowances for ordinary hours. See clause 46 (Overtime) for casual overtime penalties.

- d) The Annual Leave, paid Personal Leave, paid Compassionate Leave and Termination of Employment provisions shall not apply in the case of a casual Employee.

29.7 Where a casual Employee has continuous service in accordance with sub-clause 58.3 of this Agreement, such Employee shall not be excluded from the long service leave provisions prescribed in clause 58.

### 29.8 Fixed term employment 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 practise for re-registration and post-graduate training.
- c) Such arrangements which are entered into after 6 December 2023 must comply with the Act at s.333E. Exemptions from this limit include temporarily replacing another employee performing a discrete task for a fixed period and Government funded projects.

### 29.9 Casual Employment - Caring responsibilities

- a) Subject to the evidentiary and notice requirements in clause 55 casual Employees are entitled to not be available to attend work, or to leave work:
  - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an emergency, or the birth of a child; or
  - (ii) upon the death of an immediate family or household member.
- b) Baptcare and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- c) Baptcare must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of Baptcare to engage or not to engage a casual Employee are otherwise not affected.

### 29.10 Casual Conversion

- a) In addition to the process below, a casual Employee may have a right to request to convert to permanent employment under the NES (s.66F of the Act).
- b) A casual Employee, who has been rostered on a regular and systematic basis over a period of 6 months, will be offered, or may request, the opportunity to convert to permanent employment, provided that:

- (i) They have worked a regular pattern of hours on an ongoing basis for at least the last six (6) months; and
  - (ii) They could continue working those hours as a permanent Employee without significant changes.
  - (iii) They are not covering a permanent employee who is expected to return to work because of parental leave, long service leave, workers compensation or extended personal leave.
- c) An Employee must make a request for casual conversion in writing, Baptistcare must respond to any such request in writing within 21 days of receiving the request. The Employer may consent to or refuse the request but shall not unreasonably withhold agreement to such a request. s.66 h(i).

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### **30. Termination of employment**

#### **30.1 Notice of termination by Baptistcare**

- a) At the time of termination Baptistcare must provide the following periods of notice to all Employees other than casuals:

<b>Period of Continuous Service</b>	<b>Minimum Period of Notice</b>
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- b) An Employee over 45 years of age is entitled to 1 extra weeks' notice if the Employee has completed at least 2 years of continuous service.
- c) Casuals are to be given notice to the end of their current shift worked.
- d) Written notice must be provided of the day of termination, which cannot be the day the notice is given.
- e) Where Baptistcare intends to make a payment in lieu of notice, this must be paid in accordance with the Act s.117(2) and the table above, prior to the final termination payment.

#### **30.2 Notice of termination by the Employee**

- a) At the time of termination, the Employee must provide to Baptistcare the same periods of notice as listed in clause 30.1.

- b) Casual Employees shall only be required to give notice to the end of their current shift worked.
- c) If the Employee fails to give notice or fails to work their allocated notice period Baptcare may withhold any monies due to the Employee on termination under this Agreement an amount not exceeding the Employee's ordinary rate of pay for the notice period.
- d) Baptcare may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is made up to the time of dismissal only.

### 30.3 Payment of wages

- a) Termination payments will include the payment of leave loading as per the provisions of clause 53.6.
- b) 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 and other monies owing to an Employee will be made to the Employee no later than seven days after the date of termination. or the next business day where the termination occurs outside of business hours.

### 30.4 Abandonment of employment

Where an Employee is absent from work for a continuous period of three working days without consent of and notification to Baptcare, Baptcare must attempt to contact the Employee by telephone and email. If such attempt is unsuccessful, Baptcare will be entitled to inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation for their absence within two days of receipt of such request, the Employee will be considered to have abandoned their employment.

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## 31. Redundancy

31.1 Redundancy is as outlined in the NES.

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## 32. Staff Replacement and Workload Management

### 32.1 Staff Replacement

- a) Replacement of staff is determined on resident requirements. Replacement will occur when the Employee in charge of the shift, in consultation with the supervisor, determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.
- b) Where staff replacement is required, as determined above, Baptcare shall endeavour to fill the position as soon as practicable. Where required, the position shall be advertised as soon as practicable from the time Baptcare determines that replacement is required.

### 32.2 Workload Management

- a) Baptcare is committed to ensuring that staffing levels are appropriate, thus 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.
- b) The parties to this Agreement acknowledge the Employees and Employers 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, the Employer encourages its managers to raise workload issues as part of regular meetings.
- c) Should any Employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their manager. If appropriate action is not taken to address the workload issues, the Employee may utilise the dispute resolution procedure of this Agreement.
- d) Where a vacancy arises in Baptcare's staffing or where a change to either resident needs or numbers occurs, Baptcare will consider staffing requirements based on factors including but not limited to the assessed needs of the residents.

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**33. Police and NDIS Checks**

- a) Where a current Employee is required by legislation to satisfy Baptcare of their police record or is required to hold a National Disability Insurance Scheme (NDIS) clearance, Baptcare shall arrange and pay for the procurement of the National Criminal History Record Check and NDIS Worker Clearance. Prospective Employees are required to provide and pay for their own police checks.
- b) Where Baptcare has received the police check or the NDIS Clearance and believes that the Employee is either precluded or Baptcare is not satisfied that the Employee can meet the inherent requirements of the role, the Employee will be provided with an opportunity to respond prior to any decision being made regarding the employment. Where this occurs, the Employee may seek the assistance of their chosen representative.
- c) Where Baptcare holds a copy of the police check, then upon request by the Employee Baptcare will provide a copy of the police check that is held on the file to the Employee.

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**34. Letter of Appointment and Statement of Service.**

- 34.1 Each Employee, other than a casual Employee, shall receive a Letter of Appointment, as specified in Appendix C, stating the place of work, their guaranteed weekly hours, classification, job title and name of this Agreement.

Nothing in this clause shall limit the ability of a part time Employee to agree to work additional shifts at ordinary rates, save for any other limits prescribed by this Agreement.

- 34.2 Upon termination of employment, however this occurs, Baptcare shall provide the Employee with a Statement of Service and upon request a Training Record, detailing the following:

- a) The Employee's classification at the time of termination,

- b) The Employee's training including in-service training, self-directed learning packages or other training on the Employee's file,
- c) The period of the Employee's service,
- d) The relevant contact point at Baptistcare to verify the information contained in the certificate.

34.3 Upon commencement of employment, Baptistcare will accept a Service and Training Record from the Employee for the purpose of determining the appropriate classification or experience increment, subject to the following:

- a) The Employee providing Baptistcare with a copy of the Record,
- b) The issuing Employer verifying the contents to Baptistcare upon request of Baptistcare (such verification may be verbal or written).

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**35. Additional Shifts**

35.1 Baptistcare is committed to maximising its permanent workforce in line with its occupancy levels. Baptistcare will always offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual or bank staff, where applicable.

35.2 Baptistcare and the Employees aim to ensure the use of staff that are familiar with each facility and its residents. The realisation of this objective will require high levels of co-operation from Employees in ensuring the objectives of maximising the use of permanent part-time Employees and, when required, relevant bank staff.

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**PART D – STAFFING**

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**36. Residential Care Services Manager**

- 36.1 Each facility must employ a Residential Care Services Manager (**RCSM**) (however titled), who will not be covered by this Agreement. Where the position becomes vacant, Baptcare shall employ a Registered Nurse/s as RCSM, the Employee shall be paid at the rate of RCSM (Grade 7) as prescribed by this Agreement if they have full responsibility for the management of the facility. Where there is a non-nurse Facility Manager, clause [36.4](#) will apply.
- 36.2 Nothing in this clause shall prevent Baptcare from filling the RCSM role on a job share basis.
- 36.3 Where, after making a reasonable effort, Baptcare cannot obtain a suitably qualified RCSM, Baptcare may notify the Employee organisations covered by this Agreement to discuss an alternative arrangement in satisfaction of clauses [36.1](#) and [36.2](#).
- 36.4 Baptcare may appoint a nurse or non-nurse as a RCSM, who will not be covered by this Agreement. In a facility where the Facility Manager is not a nurse and the Nurse Unit Manager is not undertaking the full range of commercial and contractual duties associated with facility management, the Nurse Unit Manager, or a Clinical Operations Partners (COP) as clinical leader will be paid in accordance with the following Classification in Grades (rather than automatically being paid as a RSCM at Grade 7):
- a) Up to 60 beds to 129 beds – Grade 5
  - b) 130 beds and over – Grade 6

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**37. Registered Nurse – After- Hours Nursing Coordinator**

- 37.1 In a residential aged care facility, a Registered Nurse will be appointed to be in-charge of the facility during the off-duty periods of the Director of Nursing (PM, night and weekend shifts) and classified as After-Hours Coordinator. The Classification in Grade and rate of pay will be dependent on the size of the facility as follows:
- a) Less than 60 beds – Grade 4A
  - b) 61 beds to 89 beds – Grade 4B
  - c) 90 beds and over – Grade 5 (51-200 beds)
- 37.2 In a residential aged care facility of 60 beds or more, where more than one Registered Nurse is engaged during an off-duty period of the NUM, only one Registered Nurse will be appointed and paid as the After-Hours Co-ordinator at any one time.
- 37.3 No After-Hours Nursing Coordinator will be paid less because of the making of this Agreement.
- 37.4 Provision of Nursing Services
- a) Baptcare will make every practical effort to ensure that an additional Registered Nurse is employed to work on each shift in each facility (as prescribed by this Agreement).



b) Unplanned vacancies (e.g. sick/carer's leave)

In the case of an unplanned vacancy, 'practical efforts' shall include:

- (i) The vacant shift/s will be offered to existing Registered Nurse employees as additional shifts, and if not filled,
- (ii) where practical and appropriate the vacant shift/s will be offered to existing Registered Nurse casual employees; and if not filled,
- (iii) contact will be made with at least one nursing agency and where a Registered Nurse is available to fill the vacancy and it is reasonable in all the circumstances to do so, the position will be filled by an agency Registered Nurse.
- (iv) The vacant shift/s will be offered to an existing Enrolled Nurse in accordance with clause 38 below.

37.5 Long term vacancies

a) In the case of a long-term vacancy, 'practical efforts' shall include:

- (i) Baptcare will review the need for the position in accordance with its standard Operating Model and other factors including but not limited to, resident and staff mix, occupancy levels and changed work practices.
- (ii) If the position is required, Baptcare will seek to fill the position as soon as is reasonably practicable.

37.6 Where Baptcare follows the 'practical efforts' noted at 37.4 and 37.5 above, they shall not be in breach of this provision.

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**38. Enrolled Nurse – In Charge of Facility Allowance**

Where Baptcare has made every practical effort in accordance with clause 37 but no Registered Nurse is available, an Enrolled Nurse Employee will be appointed in the absence of the Director of Nursing or other Registered Nurse and paid an In Charge of Facility Allowance as set out in Appendix A in addition to all other allowances. During the shift a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

## **PART E – CAREER STRUCTURE**

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### **39. Classifications**

- 39.1 The classifications, wage rates and allowances are set out in Appendix A. For progression for all classifications under this agreement, refer to Appendix B.
- 39.2 Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into Appendix A of this Agreement.
- 39.3 All prior experience in the industry will be recognised by Baptistcare in relation to both Aged Care employees and Registered and Enrolled Nurses. Baptistcare may request evidence to substantiate the prior experience.
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### **40. Registered and Enrolled Nurses**

- 40.1 The Registered Nurse classification structure is set out in Appendix B.

#### **40.2 Registered Nurse Entry Level**

An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the weekly salary applicable to that Enrolled Nurse effective from commencement of employment as Registered Nurse.

#### **40.3 Nurse Unit Manager**

A Registered Nurse in charge of a unit and who is appointed to undertake the functions of a Nurse Unit Manager (NUM) as prescribed in Appendix B (whether only some of these functions are performed in that shift) will be paid at the Grade 5 rate. Provided that if a Registered Nurse in charge of a unit is not willing to undertake the range of duties of a NUM, they will be paid at the Grade 4 rate.

#### **40.4 Enrolled Nurses**

The structure for Enrolled Nurses will be as set out in Appendix B.

a) Enrolled Nurse (endorsed) Progression

An Enrolled Nurse will progress from pay point to pay point on completion of the criteria and a year of experience (as defined) in Appendix B. The process for pay point progression is set out in Appendix B, provided that an appeal or review for the purposes of that Appendix shall be undertaken in accordance with clause 14 (Dispute Resolution Procedure) of this Agreement.

b) Enrolled Nurse Entry Level

An Employee who completes a Diploma in Nursing that entitles the Employee to register as an Enrolled Nurse shall enter at Pay Point 2.1 of the salary structure in Appendix A.

## 41. Aged Care Employees

### Personal Care Worker ('PWC') Structure

41.1 Included at Appendix B is the staffing structure for personal care workers, however titled within Aged Care facilities. Reference to a 'wage skill group' refers to the wage skill group structure outlined in Appendix B.

### 41.2 Student of Nursing working as PCW

- a) Baptistcare will inform each new employee about this classification progression, the employee is required to advise Baptistcare of their enrolment in a nursing diploma or degree and provide evidence of that enrolment.

<b>Unqualified PCWs (WSG 3)</b>	
Employees in WSG 3 progress to WSG 6 Year 1	After completing 33% of the modules of the diploma <b>or</b> After completing 17% of the modules of the degree
Employees in WSG 6 progress to WSG 8 Year 1	After completing 66% of the modules of the diploma <b>and</b> After completing 33% of the modules of the degree
<b>Cert III Qualified PCWs (WSG 6)</b>	
Employees in WSG 6 progress to WSG 8 Year 1	After completing 33% of the modules of the diploma <b>and</b> After completing 17% of the modules of the degree
Employees in WSG 8 Year 1 progress to WSG 8 Year 6	After completing 66% of the modules of the diploma <b>and</b> After completing 33% of the modules of the degree

- b) Existing Employees are actively encouraged to inform Baptistcare if they have enrolled in the diploma or degree during their employment.
- c) Employees will automatically progress to the pay classification levels outlined above if the Employee has provided evidence of completion of the required percentage of modules to Baptistcare within six (6) weeks of the completion of the modules. If the evidence is not provided to Baptistcare within six (6) weeks of the completion of the modules, progression to the pay classification levels will be on when the evidence is provided to Baptistcare. A letter or transcript of results from the Registered Training Organisation (RTO) or university attesting to their completion of the required modules will be sufficient evidence.

### Other Aged Care Employees

- 41.3 Wage Skill Group 1 is a single rate and employees in classifications at WSG1 only remain at that level for a maximum of three months, after which time they will progress automatically to WSG 2. No employees, other than those in classifications classified at WSG1 (primarily laundry, cleaning, and food services) and who have no previous experience in Aged Care industry, will be required to commence employment in WSG1.
- 41.4 Notwithstanding the above, Employees who hold a Certificate III qualification in either Cleaning or Food Handling only, will translate immediately to Wage Skill Group 3 or, upon employment, will be appointed to WSG 3 without having to serve three months at WSG1.
- 41.5 Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to Baptcare (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

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## **42. Other Aged Care Employees and Trainees**

- 42.1 The classification structure and definitions for Leisure and Lifestyle employees are attached at Appendix B.
- 42.2 The pay rates for Enrolled Nurse Trainees and Aged Care Trainees are included in the pay rates provided in Appendix A. The Enrolled Nurse trainee rate is at 95% of current pay point 1 and the Aged Care Trainee rate is at WSG 1 for all trainees other than a Personal Care Worker who shall be paid at WSG 3 Year 1. In all other respects the terms and conditions of trainees are provided by this Agreement.

## PART F – EDUCATION AND PROFESSIONAL DEVELOPMENT

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### 43. Education and Professional Development

- 43.1 Where an employee under this agreement becomes qualified to perform work in another classification, the employee shall notify Baptcare in writing.
- 43.2 Baptcare shall ensure that operating budgets make reasonable provision for the ongoing professional development of all staff covered by this agreement. Baptcare will encourage staff to attend relevant seminars and conferences on a regular basis as well as encourage and support personal care workers (PCWs) and enrolled nurses to undertake further nurse education and training to enable registration as either registered or enrolled nurses.
- 43.3 In addition to the entitlements contained in this clause other costs for professional development leave may be either shared or paid for in total by Baptcare and release from work provided in accordance with this clause and the policy of Baptcare.
- 43.4 Full time employees shall be entitled to five (5) days paid professional development leave for the purposes of attending seminars or conferences leave per annum and/or undertaking or preparing for examinations or assessment in a relevant course of study relevant to their work at the facility and is conducted by a recognised institution or training organisation. Part time employees who work not less than four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis. The provisions of this clause do not apply to placement hours for staff undertaking qualifications.
- 43.5 Leave entitlements pursuant to this clause shall not accumulate from year to year.
- 43.6 Examination, Conference or Study Leave shall be taken at a time that is mutually agreed between Baptcare and the Employee. Baptcare shall not unreasonably withhold approval for such leave.
- 43.7 Baptcare shall, within seven days of the request being made, notify the Employee in writing whether the leave is approved. If the leave is not granted, then the reasons will be included in the notification to the applicant.
- 43.8 Baptcare will develop and publish to all Employees a transparent process for making and assessing applications by Employees for leave under this clause, including a system of ensuring equity of access across the workforce. Baptcare policy will be made available to all Employees upon commencement of employment on the intranet and on each occasion that the policy is amended. Grievances in relation to the granting of leave under this clause can be resolved under the Dispute solution Procedure.
- 43.9 Examination leave, namely four days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study, and/or for formal placement may be taken by Registered Nurses, Enrolled Nurses and Aged Care Employees undertaking approved nursing studies as professional development and is in addition to the provisions of clause 43.3 of this Agreement. However, the four days examination leave pursuant to this clause shall:
- a) not accumulate from year to year.
  - b) be available to full and part time Employees who are employed to work on average for three shifts or 24 hours per week.

- c) be subject to the Employee having been employed by the facility or network for eighteen months immediately prior to the taking of examination leave.
- d) be granted for studies which are related to the classifications under this Agreement, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a tertiary institution. In the case of Enrolled Nurses this may include a TAFE.
- e) be taken at a time that is mutually agreed between Baptcare and Employee. Baptcare shall not unreasonably withhold approval for such leave.

43.10 Baptcare believes in developing the skills and potential of existing Employees especially:

- a) PCWs undertaking a course of study leading to registration as a Registered Nurse or Enrolled Nurse.
- b) Enrolled Nurses undertaking a course of study for undergraduate Registered Nurse education, medication endorsement or gap training for changes or additions to medication endorsement qualifications.

43.11 To facilitate such development, Baptcare will further develop policies and programs to assist Employees to meet the requirements of further study.

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#### **44. Compulsory Internal Training and Education**

44.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Every Employee must attend training required to meet statutory responsibilities including but not limited to fire and emergency training, manual handling training, infection control, food handling provided by Baptcare in each twelve-month period or as required.

44.2 Where the Employee attends compulsory training other than during a rostered shift, the minimum payment shall be:

- a) the length of the compulsory training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
- b) the length of the compulsory training or one (1) hour whichever is the greater, plus reasonable travel time to a maximum of one hour where the training has not been scheduled at the start or finish of a shift for which the Employee is rostered.

44.3 Attendance at any training course other than those referred to at [44.1](#) above, may be supported by Baptcare in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by Baptcare.

44.4 Where Baptcare has implemented or is participating in a no lift training program every Employee must attend the training required.

#### **44.5 E-Learning**

- a) Baptcare may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.

- b) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the employee, modules can be completed outside of working hours.
- c) Baptcare will allocate an amount of time and adequate computer resources for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module (but a minimum of 30 minutes). For the avoidance of doubt, there shall be no payment if the employee does not complete the module.
- d) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
  - (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
  - (ii) approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
  - (iii) taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

44.6 The time involved in such mandatory training (whether face to face or e-learning) will not be considered for the purposes of clause [46](#) Overtime (except where the training exceeds 12 hours in any calendar year). However, if the mandatory training is not rostered at least 7 days in advance, then overtime is payable.

44.7 Baptcare shall, within seven days of the request being made, notify the Employee in writing whether the leave is approved. If the leave is not granted, then the reasons will be included in the notification to the applicant.

44.8 Baptcare will develop and publish to all Employees a transparent process for making and assessing applications by Employees for leave under this clause, including a system of ensuring equity of access across the workforce. Baptcare policy will be made available to all Employees upon commencement of employment on the intranet and on each occasion that the policy is amended. Grievances in relation to the granting of leave under this clause can be resolved under the Dispute solution Procedure.



## PART G – HOURS OF WORK, ROSTERS, AND RELATED MATTERS

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### 45. Hours of Work

45.1 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight and shall be paid either:

- a) in a week of five days in shifts of not more than eight hours each; or
- b) by mutual agreement, provided that the length of any ordinary shift for night shift, shall not exceed ten hours; or
- c) in 76 hours per fortnight to be worked as not more than ten days of not more than eight hours each.

45.2 Subject to clause 48 Rosters, not more than 48 ordinary hours is to be worked in any one week within a fortnightly pay period of 76 ordinary hours.

45.3 Subject to 45.4 below and except for time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), the work of each shift shall be continuous, provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am.

### 45.4 Broken Shifts

- a) Broken Shift means a shift worked in two parts by an Employee engaged on either a part-time or casual basis that includes a break (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- b) Broken shifts will not be rostered and will be limited to no more than three per facility per day. Broken shifts will only be utilised for unexpected circumstances (e.g., unplanned absences, sudden increase in acuity).
- c) A Broken Shift may only be worked where there is mutual agreement between Baptcare and an Employee to work a Broken Shift.
- d) Payment for a Broken Shift will be at an Employee's Base Rate of Pay with penalty rates and shift allowances in accordance with Clause 47 Saturday and Sunday Work and Clause 49 Shift work, with all shift allowances being determined by the finishing time of the Broken Shift.
- e) All work performed beyond the maximum span of 12 hours for a Broken Shift will be paid at double time.
- f) Overtime will only be payable where the cumulative hours worked in the Broken Shift exceed either the usual full time rostered shift length (usually 7.6 on AM/PM shift and 9.5 hours on night shift) or 76 hours in a fortnight.
- g) An Employee must receive a minimum break of 10 hours between a Broken Shift and an ordinary rostered shift on the following day.

45.5 Day/s Off In Each Week

- a) 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.
- b) Maximum Consecutive shifts for Enrolled Nurses and Aged Care Employee Classifications only
  - (i) Other than by mutual agreement, and at the written request of the Employee, no Employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.
  - (ii) Provided further that notwithstanding anything else contained in this part, where Bapcare requires an Employee to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.
  - (iii) Provided that an Employee who requests in writing to work a seventh or subsequent shift on a voluntary basis or who puts their name on a roster or availability list to work a seventh or subsequent shift will not receive overtime payments (unless they have worked beyond 76 hours in the fortnight or the fulltime rostered shift length in any day).
- c) For the purposes of this clause the working week shall commence at midnight on a Sunday.

**46. Overtime**

46.1 Only authorised overtime will be paid, except in emergency situations. Overtime must be authorised by a nominated representative of Bapcare in accordance with the designated process, except in cases where the matter is urgent, and it is impracticable to obtain such authorisation.

46.2 For the calculation of overtime in this clause each day or shift shall stand alone.

Nurses

46.3 Except in the case of an RCSM, all work done by a Registered or Enrolled Nurse which exceeds:

- a) 76 hours in a pay fortnight
- b) 48 ordinary hours in any week of a 76 hour pay fortnight.
- c) the ordinary full-time rostered shift length hours, as per clause 45 (e.g. if the standard AM shift length is 8 hours or the night shift is 10 hours, then overtime is paid after that time) will be paid the percentage of the ordinary rate in accordance with the table below.

Registered Nurses and Enrolled Nurses		
Day	First 2 Hours	Thereafter
Weekday	150%	200%
Weekend	200%	200%

Public Holiday	200% RNs and 250% ENs	200% RNs and 250% ENs
Weekend Public Holiday	250% RNs and ENs	250% RNs and ENs

#### 46.4 Aged Care Staff

- a) In the case of an Aged Care Employee, the following overtime rates shall be paid (or otherwise in accordance with the attached table) for all work done:
- (i) In excess of 76 hours in a pay fortnight
  - (ii) in excess of 48 ordinary hours in any one week of a pay fortnight
  - (iii) in excess of the rostered ordinary hours for any shift (as per clause 45)
- b) Provided that any incidental overtime in addition to the rostered shift will be paid at overtime where it is worked on the day of the request (regardless of whether the additional hours are at the direction of Baptistcare or agreed voluntarily by the employee.
- c) However, where the request relates to a future day the Employee may agree in writing to work additional hours at ordinary rates, but they will always be paid overtime after the standard full time shift length, on any day and where the ordinary hours exceed 76 hours in a pay fortnight.

Aged Care staff		
Day	First 2 Hours	Thereafter
Weekday	150%	200%
Weekend	200%	200%
Public Holiday	250%	250%

#### 46.5 Overtime performed by casual staff.

- a) Where a casual Employee is required by Baptistcare to work more than standard full-time hours for the relevant shift or 76 hours in a fortnight the casual Employee will be paid for such excess hours as overtime in accordance with the table below, calculated on the ordinary rate of pay and excluding the casual loading, provided further that each period of overtime shall stand alone:

Employee type	Monday to Friday (inclusive)	Saturday and Sunday	Public Holiday
Registered Nurse	187.5% for the first two hours, and 250% thereafter	250%	312.5%
Enrolled Nurse	187.5% for the first two hours, and 250% thereafter	250%	312.5%
Aged Care Employee	187.5% for the first two hours, and 250% thereafter	250%	312.5%

46.6 All Employees: Rest Periods - Affected by Overtime (Including Saturdays and Sundays)

- a) When overtime work (including recall to duty) is necessary, an Employee shall, wherever reasonably practicable, have at least ten hours continuously off duty between the work of successive shifts.
- b) An Employee (other than a casual Employee) who works so much overtime between the termination of the last previously rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have had at least ten hours continuously off duty between those times, shall either:
  - (i) be released after completion of the overtime until they had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence, or
  - (ii) if Baptistcare instructs the Employee to resume or continue work without having had ten hours continuously off duty they shall be paid at the rate of double time until they are released from duty for a rest period of ten hours continuously off duty without loss of pay for rostered ordinary hours.
- c) In the event of an Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence Baptistcare shall provide adequate transport free of cost to the Employee.

46.7 Any period of overtime involving a recall to duty during an off-duty period, and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate for nurses and four hours for Aged Care employees.

46.8 Baptistcare may require an Employee to work reasonable overtime at overtime rates. An Employee is entitled to refuse a request to work additional hours where that request is unreasonable considering the factors identified in s 62(3) of the Act, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.

46.9 In accruing or calculating payment for overtime, each period of overtime shall stand alone.

**47. Saturday and Sunday Work**

47.1 All rostered time of ordinary duty for full time and part time RN, EN and Aged Care employees performed between midnight on Friday and midnight on Sunday shall be paid in accordance with the table below. Such rates are in addition to, not in substitution of, the relevant shift loading.

<b>Employee type</b>	<b>Saturday</b>	<b>Sunday</b>
Full-Time / Part-Time Registered Nurse	150%	175%
Full-Time / Part-Time Enrolled Nurse	150%	175%
Full-Time/Part time Aged Care Employee	150%	175%

## 48. Rosters

### 48.1 Publication

- a) A roster of at least fourteen days duration setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees. Upon request, rosters will be made available to representatives of the Employees, including the ANMF and HWU.
- b) The publication of a roster shall include a statement that an Employee may notify Baptistcare that the Employee does not agree to a change of shift (as defined in clause [48.3](#) of this Agreement) proposed in that roster and advising Employees how to provide any such notification.

48.2 Except as in emergency situations seven days' notice shall be given of a change in roster.

48.3 Where Baptistcare requires an Employee, without seven days' notice and outside the excepted circumstances prescribed in [48.2](#) above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the Allowance Rate as defined:

48.4 Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.

48.5 An Employee, by making a request in writing to Baptistcare, may have their roster fixed by the provisions of [48.5\(b\)](#) in lieu of [48.1](#) to [48.3](#).

- a) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
- b) An Employee may repudiate the request referred to in [48.4](#) at any time, by giving written notice to Baptistcare. In such a case the roster for the Employee shall be fixed according to the provisions of [48.1](#) to [48.3](#), from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employee.

48.6 The roster or rosters shall be drawn up to provide at least ten hours between successive ordinary shifts (which may be reduced to eight hours by mutual agreement)

48.7 This clause shall not apply to casual Employees, Nurse Unit Manager or Associate Nurse Unit Manager.

48.8 In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of [48.4](#) above, if not resolved at the workplace it shall be referred to the Fair Work Commission (FWC) for resolution in accordance with the Dispute Resolution Procedure of the Agreement.

### 48.9 Daylight Saving

- a) 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 ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

- b) No overtime is payable for the additional hour worked because of daylight saving.

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#### 49. Shift work

- 49.1 In addition to any other rates in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5 per cent of the relevant allowance rate as defined per rostered period of duty.
- 49.2 Provided that in the case of an Employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m., they shall be paid for any such periods of duty an amount equal to 4 per cent of the relevant allowance rate as defined. Further, in the case of an Employee permanently working on any such rostered hours of ordinary duty shall be paid for any such period of duty an amount equal to 5% of the said rate. "Permanently working" shall mean working for any period in excess of four consecutive weeks.
- 49.3 Provided that in the case of an Enrolled Nurse or Aged Care Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first ("change of shift") they shall be paid an amount equal to 4 per cent of the relevant allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause ("change of shift allowance").
- 49.4 Notwithstanding the provisions of 49.3 above the change of shift allowance is not payable in the following circumstances:
- a) Where Baptcare agrees to a request in writing made on behalf of one or more Employees for changes in shifts.
  - b) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays.
  - c) In the case of an Aged Care Employee, where an Employee is a regular part-time Employee, and a change of shift arises from an agreement made in accordance with clauses 29.3 of this Agreement.
  - d) In the case of an Enrolled Nurse, such Employee at the time of engagement or subsequently has agreed in writing on the same hours worked each day, on the same days of the week, and the same starting and finishing hours as those of the roster which require a change of shift.
  - e) Where an Employee has been employed for at least 3 months on the same hours worked each day, on the same days of the week, and the same starting and finishing hours, as those of the roster which require a change of shift.
  - f) The provisions of paragraph 49.4(c), 49.4(d) and 49.4(e) shall not apply to an Employee who, immediately prior to the date of operation of this Agreement, has been paid a change

of shift allowance in respect of changes of shifts to which paragraph [49.4\(c\)](#), [49.4\(d\)](#) and [49.4\(e\)](#) would otherwise apply.

- g) Where an Employee requests to be recorded on a list of staff willing and available to work specified additional shifts in the next roster period, and a change of shift arises from that Employee working any shift filled from that list.
- (i) In circumstances other than those applying in sub-clauses [49.4\(c\)](#) -- [49.4\(g\)](#) inclusive, where an Employee is required by a roster posted in accordance with clause [48.1](#) to work a change of shift.
  - (ii) Notwithstanding sub-paragraph (i) herein, an Employee may notify Baptcare in writing within 24 hours of the next shift to be worked by that Employee following the posting of such a roster that the Employee does not agree to a change of shift for that Employee proposed in that roster.
  - (iii) Where an employee notifies Baptcare in accordance with sub-paragraph (ii) above, Baptcare may:
    - A. reach agreement with the Employee on working a different shift or shifts on that roster in which case the Employee shall not be paid a change of shift allowance; or
    - B. require the Employee to work an amended roster which reduces or eliminates changes of shifts but provides no fewer shifts and hours than the original proposed roster in which case the Employee shall only be paid a change of shift allowance in respect of any change of shift required by the amended roster; or
    - C. require the Employee to work a change of shift, in which case the Employee shall be paid a change of shift allowance.
- h) From the date of operation of this sub-clause, no term of any contract of employment or other instrument shall require an Employee to make a request, or constitute a request, for the purposes of clause [49.4\(a\)](#) -- [49.4\(e\)](#).
- i) The allowances payable pursuant to this clause shall be calculated to the nearest cent, portions of a cent being disregarded.

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## 50. Meal Breaks

- 50.1 An Employee who works more than five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Employees are entitled to leave the unit and facility during their meal break.
- 50.2 Where an Employee is required to remain available or on duty during an unpaid meal break (including that they are advised that they are unable to leave the unit or facility) or is interrupted during that meal break, the Employee will be paid for the meal break as time worked at the ordinary rate. If the employee is recalled to work during that break they will be paid at overtime rate for the work performed until they can take complete the meal break.



- 50.3 Where an Employee is regularly unable to take their meal break then a "crib time" arrangement should operate so that the Employee is granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. If the employee is recalled to work during that break they will be paid at overtime rate for the work performed until they can take complete the meal break.
- 50.4 Provided that at the request of the Employee, and with the agreement of Baptistcare, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of a meal break, either:
- a) finish the shift 30 minutes earlier; or
  - b) work and be paid for the six hours (or lesser duration), choosing to take only the 2 x 10-minute tea breaks or a single 20-minute break.
- 50.5 Where overtime is longer than two hours, an Employee is to be provided with a 20-minute paid meal interval to eat their meal (during the first hour of each period of overtime).

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**51. Rest Intervals**

- 51.1 Two separate 10-minute rest intervals (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- 51.2 Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10-minute interval in each four-hour period, or part thereof.
- 51.3 Subject to mutual agreement, such intervals may alternatively be taken as one 20-minute interval.
- 51.4 Rest intervals will count as time worked.

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**52. Higher Duties**

- 52.1 Any Employee (except an RCSM) engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- 52.2 A Nurse Unit Manager (NUM) who is called upon to relieve an Employee in a higher classification for a period more than five days (e.g., RCSM), shall be paid at the minimum of that higher classification for the entire period of relief.

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## PART H – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

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### 53. Annual Leave

#### 53.1 Basic Entitlement

- a) Registered Nurse Employees shall be granted a minimum of five weeks (190 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in paragraph [53.6\(a\)](#) Such entitlement will accrue progressively during 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.
- b) All Enrolled Nurses and Aged Care Employees will be entitled to four weeks (152 hours) annual leave.

#### 53.2 Shift Work

An Employee shall be allowed an additional week of annual leave (38 hours for full-time Employees, pro-rata for part-time Employees) for a shift worker. For this Agreement, a shift worker is:

- a) An Employee who is rostered as part of their ordinary duties:
  - (i) on 10 or more weekends for four hours or more during the qualifying 12 months; and/or
  - (ii) regularly outside the hours of a day worker (i.e. hours exclusively within the ordinary span of hours, being 6.30am to 6pm). 'Regularly' means working at least 60 PM and/or night shifts in a year (pro rata for part-time employees).
- b) An Employee engaged to work shift work for part of the qualifying 12 months shall accrue the additional week under this clause at the rate of half a day for each month so worked to a maximum of one week.

#### 53.3 Public holidays occurring during annual leave.

Where any public holiday occurs during any period of annual leave, the Employee will not be taken to be on annual leave on that day and is entitled to receive payment for that public holiday. The annual leave that was to be taken on that day will be re-credited.

#### 53.4 Effect of termination on annual leave.

- a) 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 for the period of accrued leave, together with annual leave loading applicable to that leave.
- b) Where annual leave has been taken in advance and:
  - (i) the employment of the Employee is terminated before they have completed the year of employment in respect of which such annual leave or part was taken; and

- (ii) the sum paid by Baptcare to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which Baptcare is required to pay to the Employee under clause 53.4 (a)
- (iii) Baptcare shall not be liable to make any payment to the Employee under paragraph 53.4 (a) and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

### 53.5 Taking of leave

- a) Four weeks' notice of the date from which an Employee shall commence their annual leave shall be given by either Baptcare (subject to sub-clause 53.5 (b) below) or Employee unless otherwise mutually agreed upon between the parties.
- b) An Employee with an accrued annual leave entitlement can apply for annual leave (including single day leave) and such request will not be unreasonably refused by Baptcare. 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 in respect to excessive annual leave the Employee cannot be directed to take such leave except in accordance with 53.5 (c) below.
- c) Excessive Annual Leave Accruals
  - (i) Baptcare may direct an employee take a period of annual leave where the employee has accrued excessive annual leave. Excessive annual leave is defined as accrued leave in excess of 150% of the employee's annual leave entitlement (e.g., in excess of 7.5 weeks leave for an employee who has an entitlement to 5 weeks' leave per year as an RN or as a shift worker PCW or Enrolled Nurse). Baptcare will not direct the Employee to reduce the accrued leave to less than 150% of their annual leave entitlement.
  - (ii) Baptcare has an expectation that each employee will take at least two weeks of annual leave in each year and reserves the right to discuss the taking of leave and fatigue issues where an Employee has not taken any leave for a period longer than six months and does not have leave planned.
  - (iii) Where the employee has excessive annual leave, and before directing the employee to take a period of leave, Baptcare will:
    - (iv) give the employee a reasonable opportunity to submit a plan to reduce the leave to not less than 150% more than their annual leave entitlement within three months; and
    - (v) not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement, provided the plan will not result in the employee continuing to have an excessive leave balance taking in to account future accruals between agreeing to the leave plan and the taking of the leave.
- d) Except as provided in clause 53.6 below, the Employee and Baptcare may agree to annual leave being taken wholly or partly in advance.
- e) On application by the Employee and agreement with Baptcare annual leave may be taken as single days.

- f) Annual leave taken in period of less than one week shall be exempt from the provisions of 53.6 and shall be paid in the next pay period.

53.6 Payment for leave

- a) Employees shall receive their ordinary pay during all periods of annual leave and, before going on leave, and may elect to be paid in advance for the period of such leave. Ordinary pay for the purposes of Annual Leave means the Employee's usual weekly hours of work, or, if this cannot be determined, their average hours of work over the preceding 12 months, multiplied by their hourly rate of pay, provided that:
  - (i) where in the previous 12 month period an Employee has undertaken higher duties or has been in receipt of a higher classification for an aggregate period of 13 weeks or more (where one or more hours in that week have been at the higher rate), the rate of pay for annual leave will be adjusted on a pro rata basis to reflect the higher rate (and where the Employee has been in receipt of a higher rate at more than one classification the proportional leave entitlement will be based on the highest classification rate). In such circumstances the onus shall be on the Employee to raise the issue with the Facility Manager and discuss the appropriate rate of payment with Payroll
- b) In addition to the ordinary pay, as defined in this Clause, all Employees shall receive either:
  - (i) a loading of 17.5% calculated on the prescribed rate of salary.  
provided that for a Registered Nurse an Employee whose weekly salary is or exceeds the weekly rate provided for in this Agreement for a Registered Nurse, Grade 5, 60 - 200 beds (Threshold Rate) shall receive, in lieu of the 17.5% loading, an amount equal to: Threshold Rate x 17.5% x 4 (weeks),  
**or**
  - (ii) in respect of each week of leave granted an amount comprising the following:
    - A. all payments for ordinary hours of work;
    - B. shift work allowances according to roster or projected roster;
    - C. Saturday and Sunday special rates according to roster or projected roster;
    - D. qualification allowances;
    - E. uniform allowances;whichever is the higher.
- c) For the purposes of this part, unless otherwise stated, a year of employment shall be deemed to be unbroken notwithstanding:
  - (i) any annual leave or long service leave taken therein,
  - (ii) any interruption or ending of the employment by Baptistcare if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave,
  - (iii) any absence from work in the year of employment on account of sickness or accident,

- (iv) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by Baptcare,
  - (v) any absence on any other account not involving termination of employment:
- d) and in calculating a year of employment any absence of a kind mentioned in sub-paragraphs 53.6 (c)(i) to 54.6(c)(iii) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in sub-paragraphs 53.6(c)(iv) and 53.6.(c)(v) it will be necessary for the Employee as part of their qualification for annual leave to serve such additional period as equals the period of such absences.

### 53.7 Cashing out of Annual 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 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:
    - A. be in writing and retained as an employee record,
    - B. state the amount of accrued leave to be cashed out and the payment to be made to the employee,
    - C. state the date on which the payment is to be made, and
    - D. be signed by Baptcare and employee and, if the employee is under 18 years of age, the employee's parent or guardian.
- c) 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
- d) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.

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## 54. Personal/Carers leave

This clause does not apply to casual employees.

### 54.1 Access to paid personal/carers leave

- (a) An employee may take paid Personal/Carers leave:
  - (i) where the employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
  - (ii) 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, or
  - (iii) because of family and domestic violence in accordance with clause 56
- (b) To access paid personal/carer's leave, the Employee must give to Baptcare:

- (i) notice of the absence in a timely manner (which may be before or after the start of the rostered shift); and
  - (ii) A certificate provided by a registered health practitioner who is registered with their relevant Professional Boards under AHPRA in Australia; or
  - (iii) on the production of a Statutory Declaration signed by the Employee (with Statutory declarations limited to three occasions per year and a maximum of three days on each occasion),
  - (iv) Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness as provided above, on not more than three occasions in any one year of service. However, a certificate from a registered health practitioner must be provided where the Employee was sick or injured during annual leave and seeks to have the period of annual leave, during which they were ill, re-credited.
- (c) With respect to (b)(i) (above) if it is not practicable for the Employee to give prior notice of the absence, the employee must notify Baptcare by telephone of such absence at the first opportunity on the day of the absence.
- (d) Leave may be taken for part of a single day. Each day or part of a day of personal leave taken is to be deducted from the amount of personal leave provided in 54.2 of this clause.

#### 54.2 Amount of paid personal/carers leave

- a) The entitlement to paid personal/carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- b) Personal/Carers leave accrues as follows:
  - (i) up to 7 hours and 36 minutes, for each month of service in the first year of service (provided that where an employee works regular shifts of 9.1 hours or longer the employee will receive 7.6 hours per month of service or 10 days leave whichever provides the greater benefit),
  - (ii) up to 106 hours and 24 minutes in each year in the second, third and fourth years of service,
  - (iii) up to 159 hours and 36 minutes in the fifth and following years of service.
- c) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.

#### 54.3 Accrual of Personal/Carers Leave

An Employee is entitled to paid Personal/Carer's leave accrues progressively during a year of service, according to the Employees ordinary hours of work, and accumulates from year to year.

- a) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who are sick and require care or support or who require care due to an emergency. Baptcare and the Employee shall agree on the period. In the absence of

agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the evidentiary requirements are met.

- b) Where an Employee has exhausted all paid personal leave entitlements and is on unpaid carer's leave, with the agreement of Baptcare and the Employee, the Employee may use accrued annual leave.

#### 54.4 Personal Leave to Attend Appointment

Where an employee is absent from duty on account of or required to attend a registered health practitioner/specialist for an appointment, the employee shall be able to use, out of accrued personal leave entitlements. This application must not exceed five working days in aggregate in any year. The leave must be approved by Baptcare, and evidence of the appointment may be required.

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### **55. Compassionate Leave**

- 55.1 This clause does not apply to casual Employees. An Employee is entitled to three (3) days compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:
  - a) dies; or
  - b) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
  - c) has a baby who is stillborn; or
  - d) has a miscarriage, or
  - e) has a current spouse or de facto partner who has a miscarriage.
- 55.2 Leave may be taken for a particular occasion as a continuous three-day period or in three or more separate periods and the leave may be taken at any time while an illness or injury persists.
- 55.3 Any day or part of a day of compassionate leave is not deducted from the Employee's personal leave entitlement.
- 55.4 Baptcare may require the employee to provide evidence in support of the application for compassionate leave.
- 55.5 An Employee may take unpaid compassionate leave by agreement with Baptcare.
- 55.6 Casual employees have no entitlement to paid compassionate leave but are entitled to unpaid leave as provided for by the NES.



**56. Family and Domestic Violence Leave**

- 56.1 Bapcare recognises that Employees sometimes face situations of violence or abuse in their personal life which may affect their attendance at work. Bapcare is committed to providing support to Employees that experience family and domestic violence and seeks to develop a supportive workplace in which victims of family violence can come forward for help and support on a confidential basis.
- 56.2 Family and Domestic Violence is violence, threatening or other abusive behaviour by a family member, current or former intimate partner or close relative of a person. This type of violence includes physical, sexual, financial, verbal, psychological or emotional abuse by a person that:
- a) seeks to coerce or control the person; and
  - b) which causes the employee harm or to be fearful.
- 56.3 The provisions of the NES apply. All Employees (including eligible casual employees) experiencing family violence will have access to ten (10) days paid family and domestic violence leave. This may be used for medical appointments, counselling, meeting with legal practitioners and attending legal proceedings and other activities related to family violence. An affected employee may also, where leave is exhausted, access their accrued personal leave.
- 56.4 Employees will receive paid family and domestic violence leave at their base rate of pay. This leave will not accrue from year to year and will be in addition to existing leave entitlements under this Agreement.
- 56.5 Bapcare may require the Employee to provide evidence in support of their family and domestic violence leave including in the form of statutory declaration or an agreed document issued by the Police Service, a court, a Medical Practitioner or a family violence support service or lawyer.
- 56.6 An Employee experiencing family violence may raise the issue with their immediate team leader and/or People and Culture. The team leader may seek advice from People and Culture if the Employee prefers not to see People and Culture.
- 56.7 Where requested by an Employee, People and Culture will liaise with the Employee's team leader on the Employee's behalf and will make a recommendation on the most appropriate form of support.
- 56.8 Affected Employees are encouraged to access professional support through the Employees Assistance Program (EAP).
- 56.9 All personal information concerning family and domestic violence will be kept confidential in line with Bapcare's Privacy Policy and relevant legislation.

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**57. Parental Leave**

- 57.1 This clause provides for the paid leave entitlement for parental leave. Unpaid parental leave and associated entitlements are also provided for in the NES.

- 57.2 Where an Employee has an entitlement to unpaid parental leave as the primary care giver under the NES, the Employee shall be entitled to 8 weeks paid leave at ordinary pay, or in the alternative 16 weeks paid at half of the ordinary pay.
- 57.3 Where an Employee has an entitlement to unpaid parental leave as the non-primary care giver under the NES, the Employee shall be entitled to 2 weeks of paid leave.
- 57.4 Superannuation Guarantee Payments will be paid in respect to all paid primary carer and non-primary carer leave.
- 57.5 Provided that in all cases of paid parental leave an Employee must have returned to work for no less than three months before qualifying for a further period of paid parental leave.
- 57.6 The paid parental leave provided under this Agreement will be in addition to any parental leave payment by the Commonwealth Government, save that Baptcare and the Employee may reach agreement as to how such leave is paid. Such agreement shall be in writing and signed by the parties prior to the taking of the paid parental leave. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.
- 57.7 To be eligible for paid partner leave provided by the Commonwealth Government, Employee's need to be on unpaid leave from Baptcare.
- 57.8 If an Employee is required to attend ante-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access their carers leave credit under the respective Award as incorporated. Employee must give Baptcare prior notice of the Employee's intention to take such leave.
- 57.9 The paid parental leave prescribed by this clause shall be concurrent with the unpaid entitlement prescribed by the NES.

**57.10 Special maternity leave**

- a) 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.
- b) Casual Employees are excluded from the paid leave prescribed by this clause.

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**58. Long Service Leave**

**58.1 Entitlement**

- a) An Employee shall be entitled to long service leave with pay, in respect of continuous service with Baptcare, in accordance with the provisions of this clause.
- b) The amount of such entitlement shall be:
  - (i) On the completion by the Employee of fifteen years continuous service:

For all employees, other than casual Registered Nurses - six months long service leave and thereafter an additional two-month long service leave on the completion of each additional five years' service (1.7333 weeks of leave per year of service).

- (ii) For casual Registered Nurses only – three months long service leave and thereafter an additional one month of long service leave in the completion of each additional five years' service (0.8666 weeks of leave per year of service). Where a registered Nurse has mixed permanent and casual service, the casual service will accrue at the rate prescribed in this paragraph and all permanent service will accrue at the rate prescribed in (i) above.
  - (iii) In addition, in the case of an Employee subject to 58.1 b) (i). above who has completed more than fifteen years' service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of their service since the last accrual of entitlement to long service leave under 58.1 b) (i). For a casual Registered Nurse whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one sixtieth of the period of their service.
- c) Payment of long service leave on resignation termination.
- (i) In the case of an Employee, other than a casual Registered Nurse, who has completed at least ten years' service, but less than fifteen years' service and whose employment terminates, such amount of long service leave as equals one thirtieth of the period of service (1.7333 weeks per year of service).
  - (ii) In the case of a casual Registered Nurse only who has completed at least seven years' service, but less than fifteen years' service such amount of long service leave as equals one sixtieth of the period of service (0.8666 weeks per years of service).
- d) Early access to long service leave.
- (i) In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken shall be by agreement between the Employee and Baptcare having regard for Baptcare's operational requirements, save that such agreement shall not be unreasonably withheld. In the event of any dispute over the timing of such leave, the Dispute Resolution Procedures of Clause 14 shall apply.
  - (ii) However, this agreement provides a benefit additional to each employee's NES entitlement with respect to early access to accrued long service leave. An Employee who has completed at least:
    - A. nine years' service (at 1 November 2022) may take pro rata long service leave (but at the Victorian Long Service Leave Act rate of 0.8666 weeks per year of service rather than the accrual rate of 1.7333 weeks per year of service).
    - B. eight years' service (at 1 July 2024) may take pro rata long service leave (but at the Victorian Long Service Leave Act rate of 0.8666 weeks per year of service rather than the accrual rate of 1.7333 weeks per year of service).

- C. seven years' service (at 1 July 2026) may take pro rata long service leave (but at the Victorian Long Service Leave Act rate of 0.8666 weeks per year of service rather than the accrual rate of 1.7333 weeks per year of service).

To avoid doubt, any leave taken between seven and ten years in accordance with (i), (ii) and (iii) above will be deducted from the accrued leave of 17.333 weeks or four months at 10 years' service.

## 58.2 Definitions

a) For this clause the following definitions apply:

- (i) **Pay** means remuneration for an Employee's normal weekly hours of work, based on the average hours worked (including time on authorised leave as defined in s. 62(4) of the FW Act) either over the last one, three or five years, whichever is the more beneficial to the employee. Such average hours and the rate of pay are to be calculated at the time the leave is taken or is paid out, or at the time of the death of the employee and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave.
- (ii) **Month** shall mean a calendar month.
- (iii) **Transfer** includes transmission, conveyance, assignment, or succession whether by agreement or by operation of law and transferred has a corresponding interpretation.

## 58.3 Transfer of Employment and Continuity of Service

- a) Where a business is transferred from one Baptcare (the transferor) to another Baptcare (the transferee) either before or after this Agreement an Employee who worked with the transferor and who continues in the service of the transferee shall be entitled to count their service with the transferor as service with the transferee for the purposes of this clause.
- b) For the purposes of this clause, but subject to s.22 of the Fair Work Act which will override the following provisions to the extent of any inconsistency, service shall be deemed to be continuous notwithstanding:
- (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by Baptcare and not covered by paragraphs (ii) or below.
- (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in Clause 54 (Personal/Carers Leave) of this Agreement.
- (iii) any interruption or ending of the employment by Baptcare if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave,
- (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the accident pay provisions of this Agreement,
- (v) any unpaid leave of absence of the Employee where the absence is authorised in advance in writing by Baptcare to be counted as service,

- (vi) any interruption arising directly or indirectly from an industrial dispute,
  - (vii) any period of absence from employment between the engagement with one facility of Baptcare and another provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the Employee actually received on termination, or for which was paid in lieu,
  - (viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal,
  - (ix) any unpaid absence from work of an Employee for a period not exceeding the period allowed by the NES in respect of any pregnancy or adoption,
  - (x) in the case of a Registered Nurse or Enrolled Nurse, any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of Baptcare is given,
  - (xi) any other absence of an Employee by leave of Baptcare, or on account of injury arising out of or in the course of their employment not covered by paragraph (iv) above.
- c) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in paragraphs 58.3 (b)(i) to (v) above shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in paragraphs 58.3 (b) (vi) to (xi) shall not be counted as part of the period of service unless it is so authorised in writing by Baptcare.
- d) Baptcare shall keep a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

#### 58.4 Payment in Lieu of Long Service Leave on the Death of an Employee

Where an Employee who has completed at least ten years' service dies while still in the employ of Baptcare, Baptcare shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

#### 58.5 Payment for Period of Leave

- a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
- (i) in full in advance when the Employee commenced their leave; or
  - (ii) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
  - (iii) in any other way agreed between Baptcare and the Employee.
- b) Where the employment of an Employee for any reason terminates before they take any long service leave to which they are entitled or where any long service leave accrues to an Employee pursuant to Clause 58.1 (b)(i) the Employee shall, subject to the provisions of

this clause, be entitled to pay in respect of such leave as at the date of termination of employment:

- (i) Where any long service leave accrues to an Employee pursuant to Clause 58.1 b)(i) the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (ii) Provided in the case of an Employee of Baptistcare who accrues entitlement pursuant to Clause 58.1 b)(i). and who intends to be re-employed by another Facility or other entity of Baptistcare:
  - A. Such an Employee may in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment provided in Clause 58.3 b)
  - B. Except where the Employee gives Baptistcare notice in writing that the Employee has been employed by another of Baptistcare's facilities or entities, Baptistcare shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment.
  - C. Where the Employee gives Baptistcare notice in writing that the Employee has been employed by another facility of Baptistcare, Baptistcare is no longer required to make payment to the Employee in respect of such leave.
- c) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### 58.6 Taking of Leave

- a) When an Employee becomes entitled to long service leave such leave shall be granted by Baptistcare within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed if a time cannot be agreed the Dispute Resolution Procedure clause 14 will be used.
- b) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken.
- c) Long service leave may be taken:
  - (i) At times and lengths agreed between Baptistcare and the Employee, provided that no period of long service leave will be less than one week. (unless an agreement has been reached under the transition to retirement at clause 58.7) No application will be unreasonably refused.
- d) Before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed nine years' service (or eight years' service from 1 July 2024 and seven years' service from 1 July 2026).

### 58.7 Transition to Retirement

- a) An Employee may advise Baptcare in writing of their intention to retire within the next two years and participate in a retirement transition arrangement.
- b) Transition to retirement arrangements may be proposed and, where agreed, implemented as:
  - (i) a flexible working arrangement; or
  - (ii) in writing between the parties, or
  - (iii) any combination of the above.
- c) Baptcare will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
  - (i) to use accrued LSL or Annual Leave for the purpose of reducing the number of days worked per week while supplementing their previous employment income, or
  - (ii) preserve the weeks of accrued of LSL at the time of fraction worked prior to the reduction in hours; and where LSL is taken or paid out in lieu of termination, the Employee will be paid LSL hours at pre-reduction fraction at the applicable classification and grade.

### 58.8 Other Matters

- a) Notwithstanding the above, the parties agree that an Employee, by mutual agreement with Baptcare, may elect to take half of the period of their accrued long service leave at double pay or, alternatively, double the period of their accrued long service leave at half pay.
- b) Applications under this clause shall be at the initiative of the Employee and shall be in writing.
- c) The parties recommend that Employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. Baptcare shall not be held responsible in any way for the cost or outcome of any such advice.
- d) Baptcare, if required by the Employee, shall provide information as to the amount of tax Baptcare intends to deduct where payment of long service leave is sought under this clause. Baptcare shall not be responsible for the decision made by the Employee because of this information.

58.9 Baptcare will use its best endeavours to consult with an employee on long service leave if there is any proposed change to the classification, pay, hours or location of the employee who is on long service leave, including the provision of information and the opportunity to discuss the impacts of the proposal.

58.10 If an employee proposes to reduce their hours of work, they will be given information about the potential impact on their long service leave entitlement before such reduction in hours is agreed to and takes effect.



## 59. Public Holidays

59.1 Public holidays are provided for in the NES and the *Public Holidays Act 1993 (Vic)*. Baptcare will recognise all public holidays proclaimed in Victoria.

59.2 Payment for work done on public holidays.

- a) All ordinary hours performed by a full-time or part-time Employee on a proclaimed public holiday, will be paid at the following rates:
  - (i) Registered Nurses: 200% of the Base Rate of Pay – on Christmas Day an additional 50%, and
  - (ii) Enrolled Nurses and Aged Care Employees: 250% of the Base Rate of Pay
- b) All ordinary hours performed by a casual Employee on a proclaimed public holiday will be paid in accordance with clause 29.5
- c) For the avoidance of doubt, non-Monday to Friday workers working on the actual public holiday will be paid the public holiday penalty rates but those who work on a substitute day will be paid at ordinary rates.

However, a full-time Monday to Friday Employee or a part-time Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday penalty rates when they work on the substitute public holiday.

59.3 Additional days

Where public holidays are declared or prescribed on days other than those set out in clause 59.1 those days shall constitute additional holidays for the purpose of this Agreement and attract the additional payment prescribed in clause 59.5 or 59.6.

## 59.4 Substitution

Baptcare and an Employee may agree to substitute any public holiday prescribed in this clause for another day.

In respect of Easter Saturday, a Registered Nurse, Enrolled Nurse or Aged Care Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the Employee may take one day off in lieu.

## 59.5 Public holidays occurring during day/s rostered off (public holiday benefit)

Full time Employees

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

Part-time Employees

- b) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by Baptcare to work, the part-time Employee is entitled to receive the public holiday benefit.
- c) For this Agreement 'normally work' shall mean:
  - (i) Whether there is a roster pattern, contract or letter of appointment demonstrating that the Employee would ordinarily have worked that day; or
  - (ii) In the absence of a roster pattern, contract or letter of appointment demonstrating a clear pattern, whether the Employee has worked on the relevant day of the week 50% or more of the time over the preceding 6 months (excluding time on authorised leave).

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**60. Community Service Leave**

60.1 Blood Donor Leave

Baptcare will release full-time Employees upon request on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located within ten kilometres of the aged care facility. Employees will give at least seven days' notice to Baptcare, and such release will take into account the staffing and workload needs of the facility.

60.2 Emergency Service Leave

- a) An employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority (CFA), Red Cross Society, St John Ambulance, and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the NES, subject to the employee providing to Baptcare:
  - (i) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and
  - (ii) evidence that would satisfy a reasonable person that the employee has been or will be engaging in an eligible emergency management activity.
- b) Payment for such attendance shall be restricted to a maximum of five shifts per annum (non-cumulative), at the employee's ordinary base rate of pay. Casual employees shall not be entitled to payment under this sub-clause but shall still have the right to be absent from work subject to complying with the notice requirements under paragraph a).

60.3 Jury Service

- a) Subject to the *Juries Act 2000*, 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 they ultimately serves as a juror).

- b) Baptcare may require the Employee as soon as practicable to provide proof of their summons to attend jury duty to their manager. In such case the Employee shall provide a record of any payments received from the courts as proof of attendance.
- c) The Employee shall be required to reimburse to Baptcare any monies payable to the Employee from the courts for such attendance (excluding expenses) which required the Employee's absence from work.

#### 60.4 First Nations Cultural 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.

## **PART I – ANCILLARY AND DISPUTE SETTLEMENT**

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### **61. Notice Board**

Baptcare shall make available a Notice Board in the work location accessible to Employees, for the purpose of local Employee union delegates and authorised representatives (subject to satisfying the right of entry requirements) posting information.

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### **62. Accident Pay**

Accident Pay shall be in accordance with Appendix D.

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### **63. Multiple Employers**

63.1 Both Baptcare and Employees have an obligation to ensure a safe work environment. This includes ensuring that Employees work reasonable rather than excessive hours. Baptcare will ensure that work is rostered to avoid excessive hours and regular shifts longer than 10 hours and no combination of regular and overtime hours more than 12 hours.

63.2 However, in some instances Employees may work for more than one Employer. Specifically, where an Employee works for more than one Employer, the Employee must ensure:

- a) That the hours in any one day are worked in a manner that is safe. Specifically, hours shall be worked in a manner that ensures a reasonable break (such break to be determined by the shift pattern and times), between ceasing with another employer and commencing with Baptcare under this Agreement.
- b) That the total number of hours in any week are not excessive. For the purpose of this Agreement, 'excessive' shall mean an amount greater than 38 hours per week that may impede an Employee's ability to safely perform their work.

63.3 Where an Employee believes that they are rostered or otherwise likely to perform excessive hours, the Employee must notify Baptcare. The parties will then seek to amend the roster to ensure that excessive hours are not worked. Where the roster is amended for this reason, there shall be no penalty to Baptcare as a result.

63.4 Where the roster cannot be amended, the Employee must ensure that unreasonable hours are not worked. It is not the intention of Baptcare that this clause be used to find disciplinary action against Employees but that it assists with the management of Employee work obligations in the interests of both Employee and resident safety.

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### **64. Mixed Functions (Aged Care Classifications only)**

64.1 An Aged Care Employee may request to work additional ordinary hours or shifts within the limits prescribed by this Agreement. Where the additional hours or shifts are for work of a lower classification, the lower rate shall apply save that:

- a) This shall not affect the Employee's substantive classification,

b) This shall not apply to a shift ordinarily performed by the Employee,

The Employee shall be advised of the applicable classification and rate of pay prior to working the additional shift or hours.

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#### **65. Dual Appointments (Aged Care Classifications only)**

- 65.1 A part time Aged Care Employee, in addition to their substantive classification, may apply and be appointed to another part time position at a higher or lower classification described by this agreement.
- 65.2 For the purpose of calculating entitlements where either mixed functions or dual appointments apply, an Employee's ordinary time rate of pay will be calculated on the leave accrued at either level and the Employee paid accordingly.
- 65.3 Nothing in this Agreement shall be construed as allowing an Employee's ordinary classification to be reduced or for different rates of pay to apply to a shift, except where the 'Higher Duties' provision applies.
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#### **66. Occupational Health and Safety**

- 66.1 The parties to this Agreement are committed to ensuring that the workplace is safe from risks arising from matters including but not limited to manual handling, workplace bullying and occupational violence. These risks shall be reduced or eliminated using policies, guidelines and training.
- 66.2 Baptcare actively manages the risk of occupational violence by providing mandatory training to employees, promoting issues be logged in Riskman and meetings can escalate directly to Workplace, Health, and Safety. Issues should initially be dealt with at a local level and then followed by a triage system.
- 66.3 Where a dispute regarding occupational health and safety arises, the Dispute Settlement procedure of this Agreement shall apply.
- 

#### **67. Union delegates**

- 67.1 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.

- 67.2 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 Baptistcare through the General Manager;
  - b) the approval of leave must have regard to the operational requirements of Baptistcare (which may include outbreaks and requirements for staffing levels/care minutes);
  - c) this leave shall be paid at the ordinary time rate of pay.
- 67.3 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.
- 67.4 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 67.5 This clause will be read in conjunction with the template Award Delegate’s Rights clause and, apart from the guidance on training leave above, the Award clause will apply to the extent of any inconsistency.

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**68. Supported wage system.**

Information regarding the supported wage system can be found in the following Modern Awards (which are not incorporated into this Agreement). If an employee has access to this scheme, Baptistcare will support and pay in accordance.

- Social, Community, Home Care and Disability Services Industry Award 2010
- Aged Care Award 2010

**SIGNING CLAUSE**

DATED this 13<sup>th</sup> day of August 2024



**[Signature on behalf of Baptcare]**

Leanne Beveridge

**Print Name**

I declare that I am authorised to sign this Agreement on behalf of Baptcare Ltd as the

Acting CEO

**[name position]**

1/1193 Toorak Road, Camberwell 3124

**[Address]**

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DATED this                      day of                      2024

.....  
[Signature on behalf of            Australian Nursing and Midwifery Federation as a Nominated  
Bargaining Representative]

.....  
Print Name

I declare that I am authorised to sign this Agreement on behalf of the named Bargaining  
Representative in the position of ..... in accordance with the registered Rules of  
the organisation.

.....  
[name position]

535 Elizabeth Street, Melbourne VIC 3000

**[Address]**



DATED this                    day of                    2024

.....

[Signature on behalf of the Health Services Union Victoria No 1 Branch, trading as the “Health Workers Union” Nominated Bargaining Representative]

.....

Print Name

I declare that I am authorised to sign this Agreement on behalf of the named Bargaining Representative in the position of ..... in accordance with the registered Rules of the organisation.

.....

[name position]

10A, 663 Victoria Street, Abbotsford VIC 3067

[Address]

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## APPENDIX A - WAGE RATES

**WAGES - REGISTERED NURSES AND ENROLLED NURSES**

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

<b>CLASSIFICATION</b>	<b>Current</b>	<b>1 February 2024</b>	<b>31 January 2025</b>	<b>31 January 2026</b>
<b>REGISTERED NURSES</b>	\$	\$	\$	\$
Registered Nurse Grade 1				
(Grad Year)	1347.35	1381.03	1415.56	1450.95
<b>Registered Nurse Grade 2</b>				
Year 1	1385.37	1420.00	1455.50	1491.89
Year 2 (Allowance Base Rate)	1452.72	1489.04	1526.26	1564.42
Year 3	1515.80	1553.70	1592.54	1632.35
Year 4	1658.67	1700.14	1742.64	1786.21
Year 5	1772.52	1816.83	1862.25	1908.81
Year 6	1854.76	1901.13	1948.66	1997.37
<b>District Nurse Grade 2</b>				
Year 1 (equiv. RN L2 Yr 4)	1658.67	1700.14	1742.64	1786.21
Year 2 (equiv. RN L2 Yr 4)	1658.67	1700.14	1742.64	1786.21
Year 3 (equiv. RN L2 Yr5)	1772.52	1816.83	1862.25	1908.81
Year 4 (equiv RN L2 Yr 6)	1854.76	1901.13	1948.66	1997.37
<b>Clinical Nurse Specialist</b>				
<i>Pay point 8</i>	1875.95	1922.85	1970.92	2020.19
<b>Registered Nurse Grade 3A</b>				
Year 1	1896.51	1943.92	1992.52	2042.33
Year 2	1925.24	1973.38	2022.71	2073.27
<b>Registered Nurse Grade 3B</b>				
Year 1	1967.78	2016.97	2067.40	2119.08
Year 2	2010.16	2060.41	2111.92	2164.72

CLASSIFICATION	Current	1 February 2024	31 January 2025	31 January 2026
<b>District Nurse Grade 4</b>				
Year 1 (equiv. RN L4A Yr 1)	2064.15	2115.75	2168.65	2222.86
Year 2 (equiv. RN L4A Yr 2)	2118.77	2171.74	2226.03	2281.68
<b>Registered Nurse Grade 4A</b>				
Year 1	2064.15	2115.75	2168.65	2222.86
Year 2	2118.77	2171.74	2226.03	2281.68
<b>Registered Nurse Grade 4B</b>				
Year 1	2167.63	2221.82	2277.37	2334.30
Year 2	2222.10	2277.65	2334.59	2392.96
<b>Registered Nurse Grade 5</b>				
50 - 200 Beds	2264.93	2321.55	2379.59	2439.08
201-400 Beds	2350.21	2408.97	2469.19	2530.92
<b>Registered Nurse Grade 6</b>				
Up to 129 Beds	2222.10*	2277.65*	2334.59*	2392.96*
*plus 0.065% per bed				
<b>Registered Nurse Grade 7</b>				
Up to 50 beds plus 0.24% per bed	2264.93	2321.55	2379.59	2439.08
50 - 130 Beds plus 0.12% per bed	2264.93	2321.55	2379.59	2439.08
130 and over Beds plus 0.05% per bed	2264.93	2321.55	2379.59	2439.08
<b>RN SPECIFIC ALLOWANCES</b>				
AM/PM Shift	36.33	37.24	38.17	39.13
Night Shift	58.13	59.59	61.08	62.60
Permanent Night Shift	72.65	74.47	76.33	78.24
On Call	72.65	74.47	76.33	78.24
RN Sleepover	148.24	151.95	155.75	159.64
<b>QUALIFICATIONS ALLOWANCES</b>				
Hospital/Grad Certificate	4%	4%	4%	4%
	1.52918	1.56741	1.60659	1.64676
Post Grad Dip/Degree	6%	6%	6%	6%
	2.29377	2.35111	2.40989	2.47014
Master's Degree	7.5%	7.5%	7.5%	7.5%
	2.86721	2.93889	3.01236	3.08767
Doctorate	8.5%	8.5%	8.5%	8.5%
	3.24951	3.33074	3.41401	3.49936

<b>CLASSIFICATION</b>				
<b>ENROLLED NURSE</b>	<b>Current</b>	<b>1 February 2024</b>	<b>31 January 2025</b>	<b>31 January 2026</b>
	\$	\$	\$	\$
Pay Point 1 (Allowance rate)	1249.55	1280.79	1312.81	1345.63
Pay Point 2 (entry point Cert IV with meds)	1273.65	1305.49	1338.13	1371.59
Pay Point 2.1 (entry point Diploma previously 3)	1297.36	1329.79	1363.04	1397.11
Pay Point 2.2 (previously 4)	1321.44	1354.48	1388.34	1423.04
Pay Point 2.3 (previously 5)	1340.77	1374.29	1408.65	1443.86
Pay Point 2.4 (previously 6)	1366.19	1400.34	1435.35	1471.24
Pay Point 2.5 (previously 7)	1389.75	1424.49	1460.11	1496.60
Pay Point 2.6 (previously 8)	1414.80	1450.17	1486.42	1523.58
<b>EN SPECIFIC ALLOWANCES</b>				
	\$	\$	\$	\$
AM/PM Shift	31.24	32.03	32.83	33.65
Night Shift	49.99	51.24	52.52	53.83
Permanent Night Shift	62.49	64.05	65.65	67.29
Change of Shift	49.99	51.24	52.52	53.83
On Call	62.49	64.05	65.65	67.29
In Charge of Facility	51.91	53.20	54.54	55.90
Nauseous Allowance per week	5.58	5.72	5.86	6.01
Offensive work (per hour)	0.56	0.57	0.59	0.60
<b>OTHER ALLOWANCES (RN and EN)</b>				
<b>Meal</b>				
After usual finishing beyond 1 hour, Mon-Fri	11.87	12.17	12.47	12.78
After usual finishing beyond 4 hours, Mon-Fri	9.53	9.77	10.01	10.26
Overtime beyond 5 hours, Sat-Sun	12.76	13.08	13.41	13.74
Overtime beyond 9 hours, Sat-Sun	10.21	10.47	10.73	11.00
<b>Meal – Shift Employees</b>				
Overtime beyond 1 hour	11.87	12.17	12.47	12.78

Overtime beyond 4 hours	9.53	9.77	10.01	10.26
Work beyond 5 hours on rostered day off	12.76	13.08	13.41	13.74
Work beyond 9 hours on rostered day off	10.21	10.47	10.73	11.00
<b>Uniform, lesser of:</b>				
Per day	2.27	2.33	2.38	2.44
Per week	22.54	23.10	23.68	24.27
<b>Laundry, lesser of:</b>				
Per day	0.47	0.48	0.49	0.51
Per week	5.00	5.13	5.25	5.38
<b>Vehicle Per klm</b>	0.94	0.96	0.99	1.01
<b>Occasional Interpreters Allowance</b>				
Per occasion	1.01	1.04	1.06	1.09
Per week	25.30	25.93	26.58	27.25

**WAGES – AGED CARE EMPLOYEES – GENERAL**

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	Current	1 February 2024	WVC 1 Jan 2025	1 February 2025	1 January 2026
	\$	\$	\$	\$	\$
<b>Aged Care General 1 - entry level only</b>					
1st 3 months of exp or 26 shifts only	945.10	968.73	997.79	1022.73	1048.30
<b>Aged Care General 2</b>					
1st to 5 <sup>th</sup> year of exp.	\$982.51	1007.07	1037.28	1063.22	1089.80
6 <sup>th</sup> year of exp.	\$985.98	1010.63	1040.95	1066.97	1093.65
<b>Aged Care General 3</b>	1020.28	1045.79	1077.16	1104.09	1131.69
<b>Aged Care General 4</b>	1032.31	1058.12	1089.86	1117.11	1145.04
<b>Aged Care General 5</b> Allowance rate	1067.28	1093.96	1126.78	1154.95	1183.82
<b>Aged Care General 6</b>	1124.75	1152.87	1187.45	1217.14	1247.57
<b>Aged Care General 7</b>	1124.75	1152.87	1187.45	1217.14	1247.57
<b>Aged Care General 8</b>	1124.75	1152.87	1187.45	1217.14	1247.57
<b>Aged Care General 9</b>	1144.99	1173.61	1208.82	1239.04	1270.02
<b>Aged Care General 10</b>					
1st year of exp.	1,144.99	1173.61	1208.82	1239.04	1270.02
2nd year of exp.	1,144.99	1173.61	1208.82	1239.04	1270.02
3rd year of exp.	1,148.13	1176.83	1212.14	1242.44	1273.50
4th year of exp.	1,153.05	1181.88	1217.33	1247.77	1278.96
5th year of exp.	1,157.98	1186.93	1222.54	1253.10	1284.43
6th year of exp.	1,163.15	1192.23	1228.00	1258.70	1290.16
<b>Aged Care General 11</b>					
1st year of exp.	1186.31	1215.97	1252.45	1283.76	1315.85
2nd year of exp.	1191.50	1221.29	1257.93	1289.37	1321.61
3rd year of exp.	1197.01	1226.94	1263.74	1295.34	1327.72
4th year of exp.	1201.93	1231.98	1268.94	1300.66	1333.18
5th year of exp.	1206.82	1236.99	1274.10	1305.95	1338.60
6th year of exp.	1212.03	1242.33	1279.60	1311.59	1344.38

**AGED CARE CLASSIFICATIONS – LEISURE & LIFESTYLE**

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	Current	1 February 2024	WVC 1 January 2025	31 January 2025	Work Value 1 October 2025	31 January 2026
<b>Leisure &amp; Lifestyle Assistant Grade 1 (Unqualified)</b>						
(WSG3) Direct						
Grade 1 Year 1	1158.32	1187.28	1228.60	1259.31	1303.13	1335.71
Grade 1 Year 2	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	1188.72	1218.44	1260.84	1292.36	1337.33	1370.77
<b>Wage Skill Group 5</b> Allowance rate	1208.26	1238.47	1281.57	1314.91	1359.32	1393.30
<b>Leisure &amp; Lifestyle Assistant Grade 2</b>						
(WSG 6) Direct						
Grade 2 Year 1	1209.46	1239.70	1282.84	1314.91	1360.67	1394.68
Grade 2 Year 2	1215.58	1245.97	1289.33	1321.56	1367.55	1401.74
Grade 2 Year 3	1222.14	1252.69	1296.29	1328.69	1374.93	1409.31
Grade 2 Year 4	1227.94	1258.64	1302.44	1335.00	1381.46	1415.99
Grade 2 Year 5	1233.73	1264.57	1308.58	1341.29	1387.97	1422.67
Grade 2 Year 6	1239.85	1270.85	1315.07	1347.95	1394.86	1429.73
<b>Leisure &amp; Lifestyle Assistant Grade 3</b>						
(WSG 8) Direct						
Grade 3 Year 1	1255.85	1287.25	1332.04	1365.34	1412.86	1448.18
Grade 3 Year 2	1261.96	1293.51	1338.52	1371.99	1419.73	1455.22
Grade 3 Year 3	1268.52	1300.23	1345.48	1379.12	1427.11	1462.79
Grade 3 Year 4	1274.31	1306.17	1351.62	1385.41	1433.63	1469.47
Grade 3 Year 5	1280.13	1312.13	1357.80	1391.74	1440.17	1476.18
Grade 3 Year 6	1286.27	1318.43	1364.31	1398.42	1447.08	1483.26



CLASSIFICATION	Current	1 February 2024	WVC 1 January 2025	31 January 2025	Work Value 1 October 2025	31 January 2026
<b>Leisure &amp; Lifestyle Coordinator Unqualified</b>						
(WSG 10) Direct						
Year 1	1344.43	1378.04	1426.00	1461.65	1512.51	1550.32
Year 2	1350.57	1384.33	1432.51	1468.32	1519.42	1557.40
Year 3	1357.09	1391.02	1439.42	1475.41	1526.75	1564.92
Year 4	1362.90	1396.97	1445.59	1481.73	1533.29	1571.62
Year 5	1368.73	1402.95	1451.77	1488.07	1539.85	1578.35
Year 6	1374.84	1409.21	1458.25	1494.71	1546.72	1585.39
<b>Leisure &amp; Lifestyle Coordinator Qualified</b>						
(WSG 11) Direct						
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

**WAGES - AGED CARE EMPLOYEES – PERSONAL CARE WORKERS**

All increases are effective from the first full pay period commencing on or after the dates referred to 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 February 2024	WVC 1 January 2025	31 January 2025	WVC 1 October 2025	31 January 2026
<b>Personal Care Worker Grade 1 (Unqualified)</b> (WSG3)						
Grade 1 Year 1	1158.32	1187.28	1228.60	1259.31	1303.13	1335.71
Grade 1 Year 2	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	1188.72	1218.44	1260.84	1292.36	1337.33	1370.77
<b>Wage Skill Group 5</b> Allowance rate	1208.26	1238.47	1281.57	1314.91	1359.32	1393.30
<b>Personal Care Worker Grade 2</b> (WSG 6)						
Grade 2 Year 1	1209.46	1239.70	1282.84	1314.91	1360.67	1394.68
Grade 2 Year 2	1215.58	1245.97	1289.33	1321.56	1367.55	1401.74
Grade 2 Year 3	1222.14	1252.69	1296.29	1328.69	1374.93	1409.31
Grade 2 Year 4	1227.94	1258.64	1302.44	1335.00	1381.46	1415.99
Grade 2 Year 5	1233.73	1264.57	1308.58	1341.29	1387.97	1422.67
Grade 2 Year 6	1239.85	1270.85	1315.07	1347.95	1394.86	1429.73
<b>Personal Care Worker Grade 3</b> (WSG 8)						
Grade 3 Year 1 to Year 6	1293.56	1325.90	1372.04	1406.34	1455.28	1491.66

ALLOWANCES (PCW and L&L)	Current	1 February 2024	31 January 2025	31 January 2026
AM/PM shift	25.99	30.96	32.87	34.83
Night Shift	41.57	49.54	52.60	55.73
Permanent Night Shift	51.96	61.92	65.75	69.67
Change of Shift	41.57	49.54	52.60	55.73
On Call Allowance	51.96	61.92	65.75	69.67

<b>ALLOWANCES (General)</b>	<b>Current</b>	<b>1 February 2024</b>	<b>31 January 2025</b>	<b>31 January 2026</b>
AM/PM shift	26.70	27.37	28.05	28.75
Night Shift	53.37	54.70	56.07	57.47
Permanent Night Shift	42.70	43.77	44.86	45.98
Change of Shift	42.70	43.77	44.86	45.98
On Call Allowance	53.37	54.70	56.07	57.47
<b>ALL EMPLOYEES</b>				
Nauseous Allowance per week	5.58	5.72	5.86	6.01
Offensive work (per hour)	0.56	0.57	0.59	0.60
Leader Allowance	10%	10%	10%	10%
Change of Roster	2.5%	2.5%	2.5%	2.5%
<b>Meal</b>				
After usual finishing beyond 1 hour, Mon-Fri	11.95	12.25	12.55	12.87
After usual finishing beyond 4 hours, Mon-Fri	9.60	9.84	10.09	10.34
Overtime beyond 5 hours, Sat-Sun	12.85	13.17	13.50	13.84
Overtime beyond 9 hours, Sat-Sun	10.27	10.53	10.79	11.06
<b>Meal – Shift Employees</b>				
Overtime beyond 1 hour	11.95	12.25	12.55	12.87
Overtime beyond 4 hours	9.60	9.84	10.09	10.34
Work beyond 5 hours on rostered day off	12.85	13.17	13.50	13.84
Work beyond 9 hours on rostered day off	10.27	10.53	10.79	11.06
<b>Uniform, lesser of:</b>				
Per day	2.27	2.33	2.38	2.44
Per week	22.54	23.10	23.68	24.27
<b>Laundry, lesser of:</b>				
Per day	0.47	0.48	0.49	0.51
Per week	5.00	5.13	5.25	5.38
<b>Vehicle Per klm</b>				
	0.94	0.96	0.99	1.01
<b>Tools (Chefs &amp; Cooks)</b>				
\$ per week	14.03	14.38	14.74	15.11
<b>Occasional Interpreters allowance</b>				
Per occasion	1.01	1.04	1.06	1.09
Per week	25.30	25.93	26.58	27.25



## APPENDIX B – CLASSIFICATION DEFINITIONS

### AGED CARE CLASSIFICATIONS - PERSONAL CARE WORKER

#### 1. Personal Care Worker Grade 1 (Wage Skill Group 3)

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 (Wage Skill Group 6)

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 Bapcare. 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 (Wage Skill Group 8)

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

Included below is the staffing structure for Leisure and Lifestyle Assistants, however titled, within residential Aged Care facilities. A 'Wage Skill Group' refers to the Wage Skill Group Structure below:

### 1. Leisure and Lifestyle Assistant Grade 1 (Wage Skill Group 3)

- 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 programmes under direct supervision and in co-operation with other members of the Aged Care team.

### 2. Leisure and Lifestyle Assistant Grade 2 (Wage Skill Group 6)

- 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 programmes 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 (Wage Skill Group 8)

- 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 programmes 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 (Wage Skill Group 10)

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 programmes 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 (Wage Skill Group 11)

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 programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person will be required to hold a First Aid Certificate II.

## AGED CARE EMPLOYEE CLASSIFICATIONS – GENERAL

*NB. These classifications come into operation on 1 January 2025 in line with the Work Value Case timelines issued by FWC. For classifications immediately prior to that date, please refer to the Baptcare Community Care, ANMF and HSU Enterprise Agreement 2022.*

### GENERAL GROUP 1 – ENTRY LEVEL ONLY

An Employee at this level has less than three months experience in the industry and performs basic functions. 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.
- No previous experience or training is required.

Indicative tasks performed at this level are:

#### General Services

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

Laundry Hand

Sorter/Packer of Linen

#### Food Services

Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.

Food and Domestic Services Assistant

### GENERAL GROUP - 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.

#### General Services

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

A laundry worker performing work on their own (until 31 December 2024)

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



Housekeeping  
Gardener  
Handyperson (unqualified)  
Computer Clerk  
Maintenance  
Environment Services Assistant  
Store person

### **GENERAL GROUP – 3**

An Employee at this level:

- Is capable of prioritising work within established routines, methods and procedures.
- Is responsible for work performed with a limited level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses sound communication skills.
- Requires specific on-the-job training and/or relevant skills training or experience.
- Tasks performed at this level have regular interaction with residents.

Indicative roles performed at this level are:

A Food Services Assistant holding a Certificate III in Food Handling

#### **General Services**

A laundry worker performing work on their own (after 1 January 2025)

Laundry

Environment Services Assistant (Unqualified)

A Cleaner or Laundry Assistant holding a Certificate III in Cleaning or other Health Support Services Certificate III

#### **Food Services**

Cook Employed Alone

Diet Cook

Sweets Cook

Food Services Assistant (after 1 January 2025) Cleaner (after 1 January 2025)

### **GENERAL GROUP– 4**

An Employee at this level:

- Is capable of prioritising work within established routines, methods, 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 sound communication and/or mathematic skills.

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

Indicative tasks performed at this level are:

**Food Services**

Food Services Assistant (Qualified)

**General Services**

Environmental Services Assistant (Qualified)

**GENERAL GROUP - 5**

An Employee at this level:

- Is capable of prioritising work within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses good communication, interpersonal and/or arithmetic skills.
- Holds a formal qualification and requires specific on-the-job training and/or relevant skill training or experience.

Indicative tasks performed at this level are:

An unqualified handyman Trades performing general maintenance duties.

**GENERAL GROUP - 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.
- Has responsibility for direct interaction with residents and their care.
- Works under limited supervision, either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- Possesses well developed communication, interpersonal and/or mathematic skills.
- Holds a formal qualification and requires specific on-the-job training and/or relevant skill training or experience.

Indicative tasks performed at this level are:

Receptionist

**GENERAL GROUP 7**

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 substantial level of accountability.
- Works either individually or in a team.
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Holds a formal qualification and requires specific on-the-job training and/or relevant skill training or experience.

Indicative tasks performed at this level are:

#### **General Services**

A handyman with Trade qualifications performing general maintenance duties.

Maintenance/Handyman (Trade)

Computer Clerk

#### **Food Services**

A Cook with relevant qualifications.

Second Cook Grade D

Trade Cook

Pastry Cook

### **GENERAL GROUP - 8**

An Employee at this level:

- Is capable of functioning semi autonomously, and prioritising their work within established policies, guidelines, and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Has responsibility for direct interaction with residents and their care.
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes.
- 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 mathematics skills.
- Holds a formal qualification (usually Certificate IV Level in Aged Care or related discipline) and requires specific on-the-job training and/or relevant skill training or experience.

Indicative roles performed at this level are:

## GENERAL GROUP– 8

An Employee at this level:

- Is capable of functioning semi autonomously, and prioritising their work within established policies, guidelines, and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- May 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 mathematic skills.
- Holds a formal qualification and requires specific on-the-job training and/or relevant skill training or experience.

Indicative tasks performed at this level are:

### Food Services

A Cook or Chef with relevant qualifications.

Chef Grade D

Second Cook Grade C

## GENERAL GROUP - 9

An Employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- Will require comprehensive computer knowledge.
- Possesses administrative skills and problem-solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- May require formal qualifications at post-trade or postgraduate, Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

### General Services

A Maintenance/Handyperson with post-trade qualifications or specialisation and who is required to work autonomously.

Maintenance/Handyperson (Advanced)

Computer Clerk (Advanced)

### Food Services

A Cook or Chef with relevant qualifications.

Second Cook Grade B

Chef Grade C

### **GENERAL GROUP 10**

An Employee at this level:

- Is capable of functioning autonomously, and prioritising their work within established policies, guidelines, and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem-solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Will most likely 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:

#### **Food Services**

A Cook or Chef with relevant qualifications.

Chef B

Second Cook A

Volunteer Program Coordinator (Unqualified)

### **GENERAL GROUP - 11**

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.
- 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:

**Food Services**

A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.

Chef Grade A

Food Services Supervisor

Technical Supervisor

Maintenance (Qualified)

Volunteer Program Coordinator (Qualified)

Head Chef (WSG 11 C)

## CLASSIFICATION DEFINITIONS

### Handyperson Advanced

Is a "Handyperson Trade" who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

### Handyperson Trade

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the relevant state legislation or holds an equivalent qualification acceptable to Baptcare.

### Laundry Operator

Means a person employed as a sole Employee in a laundry performing the full range of duties relating to the operation of a laundry.

### Store person Advanced

Is a person employed as a store person or store person alone who is required to regularly access computers in the course of their employment.

## Food Services Stream Definitions

### Chef

Means a person employed as such who may be required by Baptcare to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

### Chef Grade A

A chef employed in a facility with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

### Chef Grade B

A chef employed in a facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

### Chef Grade C

A chef employed in a facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

### Chef Grade D

A chef employed in a facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

### Cook

Means a person who does not hold trade qualifications, who is employed as a cook by a facility where other cooks are employed.

### Cook Employed Alone

Means a person employed as a sole cook who does not hold trade qualifications.



Dietary Supervisor

Means a person not being a qualified Dietitian but responsible for the conduct of a Diet Kitchen.

Diet Cook

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

Food Services Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Food Services Stream of this agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering, and guidance of fifteen or more staff and may assist in the recruitment of staff.

Second Cook

Means a person employed as such in a facility who assists the Chef in the discharge of their duties and whenever necessary relieves the Chef during any absence.

Second Cook Grade A

A second cook employed in a facility with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

Second Cook Grade B

A second cook employed in a facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

Second Cook Grade C

A second cook employed in a facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

Second Cook Grade D

A second cook employed in a facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Sweets Cook

Means an unqualified cook who specialises in producing sweets or desserts.

Trade Cook

Means a cook qualified as a tradesperson under the relevant State legislation or holding an equivalent qualification acceptable to Baptcare.

**Gradings for Chef and Second Cook Classifications**

Grade A

A facility with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

Grade B

A facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

Grade C

A facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

Grade D

A facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Number of beds and daily average meals produced are taken from annual returns to the Department of Health Victoria, or other relevant materials, as of 30 June of the preceding year.

## REGISTERED NURSES

1. **Post-basic student** (i.e. A Registered Nurse undergoing training for the purpose of obtaining a post-basic qualification).

Where Nurses undertake an approved post-basic in-service nursing course (other than a midwifery course) at the request of management, they shall be paid their substantive salary. Where Nurses voluntarily undertake such a course (other than a midwifery course) they shall be paid at the base rate as defined in Appendix A, except where they are classified at a lower rate than the base rate as defined, they shall in such cases be paid their substantive salary.

The period for which a Registered Nurse undergoes training for the purpose of obtaining a post - basic qualification shall be counted towards their years of experience as a Registered Nurse.

2. **Nurse Unit Manager (NUM) (Extended Care)**

Where an Employee is appointed as Nurse Unit Manager The minimum weekly salary for a Nurse Unit Manager shall be at the Grade 5 (13-50 beds).

- (a) In addition to this amount an Associate Nurse Unit Manager shall be paid the following in respect to approved beds over which responsibility is exercised:
  - (i) an additional 0.065% of the minimum base weekly salary per bed for each approved bed to 50 beds: plus;
  - (ii) an additional 0.065% of the minimum base weekly salary per bed for each approved bed from 51 to 100: plus;
  - (iii) an additional 0.032% of the minimum base weekly salary per bed for each approved bed above 100 beds.

3. **Nurse Unit Manager (NUM) (Residential Aged Care Facility)**

Nurse Unit Manager means a Registered Nurse appointed by Baptcare to exercise managerial and clinical responsibility over a unit or section of an Aged Care facility, usually during the AM shift. Typical duties include, but are not limited to:

1. Managing staff and resources within the unit or section
2. Ensuring the provision of appropriate clinical and personal care to residents within the unit/section
3. Ensuring that clinical and care standards are maintained, including legislated or regulatory obligations.
4. Assisting with projects delegated by the Nurse Unit Manager (NUM)
5. Coordinating training needs of staff, including the timely provision of mandatory training
6. Dealing with resident families on clinical and personal matters, including the resolution of complaints
7. Dealing with HR and disciplinary issues within the unit/section
8. Ensuring that staff are appropriately rostered and that unplanned absences are covered.

The minimum weekly salary for a Nurse Unit Manager shall be at Grade 5 (relevant bed level)

In addition to this amount a Nurse Unit Manager (Facility Care Residential Aged Care Facilities) shall be paid the following in respect to approved beds over which responsibility is exercised:

- (a) an additional 0.24% of the minimum base weekly salary per bed for each approved bed to 50 beds; plus
- (b) an additional 0.12% of the minimum base weekly salary per bed for each approved bed from 51 to 100 beds; plus
- (c) an additional 0.05% of the minimum base weekly salary per bed for each approved bed above 100 beds.

The above amount shall be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting shall be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

#### 4. Nurse Practitioner

A Nurse Practitioner is a specialised nurse who holds additional qualification (usually a master's degree) in a relevant field such as gerontology, women's health, stroke diabetes or wound management and who is registered as Nurse Practitioner with the NMBA. As such the Nurse Practitioner has rights under federal legislation to prescribe medications in their field of expertise.

#### 5. Clinical Outcomes Partner (COP)

Clinical Outcomes Partner (COP) means a Registered Nurse appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential Aged Care facility (but does not have managerial responsibilities), and who, in addition to care/lifestyle planning, oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and performs duties which substantially include, but are not confined to:

- providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or
- providing clinical leadership and role modelling for less experienced and non-registered staff; and/or
- implementation and evaluation of education or staff development programs relevant to the residential Aged Care facility.

#### 6. After Hours Co-ordinator

After Hours Co-ordinator means a Registered Nurse who is appointed by Baptcare, usually during the PM, night, or weekend shifts in the off-duty periods of the NUM or RCSM. Typical duties include, but are not limited to:

- Managing staff after hours for the facility
- Ensuring the provision of appropriate clinical and personal care to residents in the facility after hours.

- Ensuring that all clinical and care standards are maintained, including legislated or regulatory obligations.
- Dealing with resident families on clinical and personal matters, including assisting with the resolution of complaints
- Ensuring that unplanned absences are covered in the facility.

## REGISTERED NURSE CLASSIFICATIONS

### **Grade 1**

A Registered Nurse in their first year of experience (or “Graduate Year”) following registration as a Nurse with the Australian Health Practitioner Regulation Agency (AHPRA).

### **Grade 2**

A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and not elsewhere classified who is not in charge of a section or unit of a facility and does not manage other staff.

### **Clinical Nurse Specialist**

A Registered Nurse appointed as a Clinical Nurse Specialist and paid as such.

### **Grade 3 A and B**

1. A Registered Nurse appointed as such.
2. A Registered Nurse appointed to work as a District Nurse providing in home care services.

### **Grade 4A**

1. A Registered Nurse appointed as a Nurse Unit Manager 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.

### **Grade 4B**

1. A Registered Nurse appointed as the After-Hours Coordinator in-charge of a facility of 61 beds to 90 beds in the out of hours of the director of Nursing (all PM, night and weekend shifts) and paid as such. A second Registered Nurse will be paid no less than Grade 3. A second Registered Nurse rostered on a PM, night or weekend shift will be paid no less than Grade 3.
2. A Registered Nurse appointed as a Nurse Unit Manager and paid as such or who progresses from Grade 4A (if this Agreement so provides).

### **Grade 5**

1. A Registered Nurse appointed as the After-Hours Coordinator in-charge of a Facility of 91 beds or more in the out of hours of the RSCM (all PM, night and weekend shifts) and paid as such. The rate of pay for this classification shall be at the Grade 5 (51 - 200 beds). A second Registered Nurse rostered on a PM, night or weekend shift will be paid no less than Grade 3.
2. A Registered Nurse appointed as a Clinical Outcome Partner (COP) in a Residential Aged Care Facility.
3. A Registered Nurse appointed as a Nurse Unit Manager (NUM) exercising managerial and clinical responsibility over a unit or section of a Residential Aged Care Facility.
4. A Registered Nurse appointed as a Quality Business Partner will develop and implement quality assurance programs and processes that guarantee the highest standards of care within the

aged care facilities. Monitor and ensure compliance with all relevant industry regulations, guidelines, and legal requirements, collaborating with regulatory agencies as necessary. Identify areas for improvement and implement effective strategies to enhance the quality and efficiency of operations and resident care.

5. A Registered Nurse appointed as a Clinical Educator will deliver training to support consumer centered care, support service delivery requirements and promote skill and capability requirement. In conjunction with the Clinical Education Manager, collaborate with key stakeholders to identify Bapcare's clinical training needs, employing adult learning principles to design, deliver and evaluate fit-for-purpose training programs and resources.

**Grade 6**

1. A Registered Nurse appointed as such.
2. A Registered Nurse appointed as a Nurse Practitioner during their first year of experience as a Nurse Practitioner shall be classified at Grade 6 (50-100 beds).
3. A Registered Nurse appointed as a Nurse Practitioner during their first year of experience as a Nurse Practitioner shall be classified at Grade 6 over 100 beds).

**Grade 7**

1. A Registered Nurse appointed as a Residential Care Services Manager (however titled) and paid as such where they have full managerial and clinical responsibility for the facility.
2. Where a non-nurse facility Manager has been appointed, with responsibility for managing all the commercial aspects of the facility, the Clinical Outcomes Partner (COP), as clinical leader, will be paid at the following Grade depending on the size of the facility:  
Grade 6 – less than 60 up to 129 beds  
Grade 7 – 130 beds or more
3. A Registered Nurse appointed to the role of a Residential Care Services Manager, will not be covered by this Agreement.

## ENROLLED REGISTERED NURSE CLASSIFICATIONS

### Pay Point Progression

- 1.1 Subject to the terms specified for each Pay Point, each Enrolled Nurse shall progress to the next Pay Point (between Pay Points 1 to 2.6 (inclusive))
- a) the completion of a year of experience (as defined).
  - b) Successful completion of Baptcare mandatory training
- 1.2 An Enrolled Nurse is not required to apply for Pay Point progression which will occur automatically.
- 1.3 Upon an Employee’s anniversary date progression may only be deferred or refused by the Employer if the Employee has not met the requirements in 1.1 above.
- Deferral or refusal must not be unreasonably imposed by Baptcare. It will be considered unreasonable to defer or refuse if Baptcare has refused to provide training and/or opportunities to work in practice settings in Baptcare’s establishment.
- Where Baptcare proposes to defer or refuse progression on the anniversary date because the Employee has not met the requirements in 1.1, the Employer shall notify the Employee in writing at least eight weeks prior to the anniversary of the following:
- The anniversary date,
  - Any deficiencies of meeting the requirements in 1.1, and
  - Upcoming in-service training.
- 1.4 Where an Employee who has been deferred or refused progression undertakes additional training and meets the criteria for progression, the Employee shall progress to that pay point from:
- a) In the case of in-service training, the date the training is completed, or
  - b) In the case of external training, the date on which the evidence of satisfactory completion of the training is submitted to Baptcare.
- 1.5 An Employee may appeal a deferral or refusal under the Dispute Settlement Procedure of this Agreement. Where an appeal results in the revocation of Baptcare’s decision (either by decision of Fair Work Commission or the agreement of the parties), Pay Point progression shall be deemed to operate and be payable from the Employee’s anniversary date.
- Where circumstances have changed such that, it is accepted that the Employee satisfies the terms of the next Pay Point (as defined) this sub-clause shall not prevent:
- A review, initiated by either Baptcare or Employee (or their nominated representatives, including the ANMF or HWU) of the deferral or refusal; and/or
  - The lifting of the deferral or refusal at and operative from such date.
- 1.6 All relevant training, experience and skills in any workplace as an Enrolled Registered Nurse, other than such experience predating a break of five or more consecutive years, shall be counted for the purpose of assigning a Pay Point to new Employees except that regard will not be had to an Employee’s Pay Point with a previous Employer to the extent it was not referable to the Employee’s training, experience and skill.
- 1.7 Part time Employees shall progress in accordance with the requirements of full-time Employees.



- 1.8 Year of practical experience - for the purpose of this clause shall mean full-time service following registration as an Enrolled Nurse provided that an Employee who has worked on average less than 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before becoming eligible for advancement to the next Pay Point.

## APPENDIX C - LETTER OF APPOINTMENT

The letter of appointment (however titled) will contain the following information:

1. Name of Baptistcare.
2. Date of commencement.
3. Employee's specific classification.
4. The workplace/ location where the person is to be situated.
5. The name of the industrial instruments (e.g. Enterprise Agreement) which contains the Employee's terms and conditions of employment.
6. The mode of employment.
7. The exact number of contracted weekly or fortnightly hours will be prescribed (minimum contracted hours e.g. 24) and for part time Employees the letter should indicate whether (by mutual agreement) additional shifts may be added.
8. The general pattern of the shifts expected to be worked in accordance with the roster will be identified.
9. The Employee will be advised that if they agree to work regular additional shifts then they may request that the contract of employment be varied to reflect those additional hours (subject to any provisos in this Agreement).
10. Date of commencement.
11. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
12. Other information as required depending on the nature of the position.

## STATEMENT OF SERVICE AND TRAINING (UPON REQUEST BY THE EMPLOYEE)

1. Name of Employer.
2. Employee's classification (e.g. Grade 2 Year 4, Grade 4B Year 1, Enrolled Pay Point 4), rate of pay and regular allowances.
3. Date of commencement and termination.
4. The workplace/campus/location where the person was situated.
5. Their mode of employment i.e. full-time, part-time or bank.
6. Fortnightly hours on commencement and on termination.

### Training Statement (upon request)

Summary of training (both external and in-service) undertaken during employment, including training nominal hours and indication of successful completion so far as such information is reasonably accessible to Baptistcare.

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## APPENDIX D – ACCIDENT PAY

### 1. Accident Pay

1.1 An employee receiving compensation for an injury pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* will be entitled to accident make up pay from Bapcare.

### 1.2 Definitions

For the purposes of this clause, the following definitions shall apply:

“Accident make-up pay” means:

- a) Payment equal to the pre-injury average weekly earnings (PIAWE) had they been performing their duties, which may include shift penalties, allowances and/or overtime payments, less the amount of the weekly compensation.
- b) In the case of an employee with a current work capacity, a payment equal to the PIAWE which may include shift penalties, allowances and/or overtime payments, less the amount of the weekly compensation and less the amount the employee is earning for suitable duties.

“**Act**” means the *Workplace Injury Rehabilitation and Compensation Act 2013* as amended from time to time.

“**Injury**” means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

“**PIAWE**” means the Pre-injury Average Weekly Earnings.

### 1.3 Total incapacity

1.3.1 Where an Employee is or is determined to be incapacitated within the meaning of the Act, the term "accident pay" means a weekly payment of an amount representing the difference between:

- a) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the Act for the week; and
- b) the total weekly Agreement rate, as varied from time to time, and any over Agreement payment being paid to the Employee at the date of the injury, and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties; (based on PIAWE).

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## **1.4 Partial incapacity**

**1.4.1** Where an Employee is partially incapacitated within the meaning of the Act, the term "accident pay" means a weekly payment of amount representing the difference between:

- a. the total amount of compensation paid to the Employee during the period of incapacity under the Act for the week together with the weekly amount they are earning.
- b. the total weekly Agreement rate, as varied from time to time, and any weekly over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties (measured by PIAWE); provided that:

**1.4.2** The total weekly rate abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of Baptcare to increase the amount of accident pay in respect of that injury.

**1.4.3** For the purposes of the calculation of the total weekly rate payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

## **1.5 Payment for part of a week**

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee shall receive pro rata accident pay for that part of the week.

## **1.6 Qualifications for payment**

Subject to the terms of this clause, an Employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Act, be paid accident pay by Baptcare who is liable to pay compensation under the Act, which liability may be discharged by another person on behalf of Baptcare, provided that:

**1.6.1** Accident pay shall only be payable to an Employee whilst that Employee remains in the employment of Baptcare by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from Baptcare but such alternative employment is available with another Employer then the relevant amount of accident pay shall still be payable.

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**1.6.2** In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with Baptcare at the time of the incapacity for a minimum period of one month.

**1.6.3** Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation, therefore shall receive accident pay from the first day of the incapacity.

**1.6.4** On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared Baptcare may require the Employee to forfeit their entitlement to accident pay under this Agreement.

**1.7 Accident make-up pay shall not apply.**

**1.7.1** During any period when the Employee fails to comply with the requirements of the Act regarding examination by a legally qualified medical practitioner or the provision of a valid Certificate of Capacity.

**1.7.2** Where the injury for which the Employee is receiving weekly compensation payments is a pre-existing injury which work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration and the Employee failed to disclose the injury on engagement following a request to do so by Baptcare in circumstances where the Employee knew, or ought to have known about the nature of the injury.

**1.7.3** When the claim has been or terminated or the claim has been accepted for medical and like expenses only, in accordance with the Act, or

**1.7.4** In respect of any period of annual leave, long service leave or for any paid public holiday.

**1.8 Maximum period of payment**

The maximum period or aggregate of periods of accident pay to be made by Baptcare shall be a total of 39 weeks for any one Injury as defined.

**1.9 Notice of injury**

Following an injury for which they claim to be entitled to receive accident pay, an Employee shall make a claim in writing within 30 days of the injury to Baptcare as soon as reasonably practicable after the occurrence thereof.

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### **1.10 Medical examination**

In accordance with the Act, a medical practitioner gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by Baptcare, and is refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

### **1.11 Cessation or redemption of weekly payments**

Where there is a cessation of weekly compensation payments under the Act, Baptcare's liability to pay accident pay shall cease as from the date of such cessation or redemption.

### **1.12 Civil damages**

Civil damages can only occur through a serious injury application to a court. Once this application is made Baptcare will follow the reasonable and lawful requests required of them.

### **1.13 Insurance against liability**

Nothing in this Agreement shall require Baptcare to insure against liability for accident pay.

### **1.14 Variations in compensation rates**

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

### **1.15 Death of an Employee**

All rights to accident pay shall cease on the death of an Employee.