

From: [Laura D'Aprano](#)
To: lodge@fwc.gov.au
Cc: [Piers Mitchem](#); [Karl Rozenbergs](#)
Subject: Form F40: Application for Orders in Relation to Transfer of Business (Regis Aged Care Pty Ltd) [HW-ACTIVE.FID5311060]
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[Form F40 - Rockpool RAC Agreement \(with Attachment A\).pdf](#)
[Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing Queensland Agreement 20.PDF](#)
[Regis Aged Care Support Services Staff, Queensland Agreement 2018.PDF](#)

Dear Registrar

We act for Regis Aged Care Pty Ltd.

We **attach** for filing an Application for Orders in Relation to Transfer of Business (Form F40), as well as the following documents which are attached/referred to in the Application:

- Attachment A - *Rockpool RAC Pty Ltd Enterprise Agreement 2023*
- *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing Queensland Agreement 2022*
- *Regis Aged Care Support Services Staff, Queensland Agreement 2018*

The email addresses to which the Commission can send notices or other documentation are karl.rozenbergs@hallandwilcox.com.au, piers.mitchem@hallandwilcox.com.au, and laura.daprano@hallandwilcox.com.au.

We confirm that a separate Form F40 has been filed today in relation to the *Rockpool RAC (Morayfield) Pty Ltd Enterprise Agreement 2023*. Save for the employer entity, that enterprise agreement is identical to the agreement to which the above application relates – to utilise the Commission's time efficiently, we request that the Commission consider dealing with both applications together.

We are instructed that the Applicant is seeking to transfer the affected employees' employment from Rockpool RAC Pty Ltd to the Applicant on **1 September 2025**. In the circumstances, we kindly request that the Commission allocate the matter/s to a member at its earliest convenience.

Please contact me on (03) 9603 3356 if you have any questions.

Yours faithfully

Laura D'Aprano | Associate

T +61 3 9603 3356 | F +61 3 9670 9632
Laura.DAprano@hallandwilcox.com.au

Hall & Wilcox logo



Form F40 – Application for orders in relation to a transfer of business

Fair Work Act 2009, sections 318 and 319

This is an application for orders in relation to a transfer of business under either s.318 or s.319 of the [Fair Work Act 2009](#).

The Applicant



These are the details of the person who is making the application with the Commission.

Title	<input checked="" type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Other please specify:		
First name(s)	Nadeem		
Surname	Hekmat		
Postal address	Level 2, 293 Camberwell Road		
Suburb	CAMBERWELL		
State or territory	VIC	Postcode	3124
Phone number	0431 218 878	Fax number	
Email address	nhekmat@regis.com.au		

If the Applicant is an organisation please also provide the following details

Legal name of organisation	Regis Aged Care Pty Ltd
Trading name of organisation	Regis
ABN/ACN	125 223 645
Contact person	Nadeem Hekmat

Do you need an interpreter?



If you have trouble accessing this information, please contact us. We can arrange to provide it in another format. You can find information about [help for non-English speakers](#) on our website.

- ☐ Yes – Specify language
☒ No

Do you require any special assistance at the hearing or conference (eg a hearing loop)?

- ☐ Yes – Please specify the assistance required
☒ No

Do you have a representative?



A representative is a person or organisation who is representing you. This might be a lawyer or paid agent, a union or employer organisation, or a family member or friend. There is no requirement to have a representative.

☒ Yes – Provide representative's details below

☐ No

Your representative



These are the details of the person or organisation that is representing you (if any).

Name of person	Karl Rozenbergs Piers Mitchem		
Firm, organisation, company	Hall & Wilcox		
Postal address	GPO Box 4190		
Suburb	MELBOURNE		
State or territory	VIC	Postcode	3001
Phone number	(03) 9603 3555	Fax number	
Email address	karl.rozenbergs@hallandwilcox.com.au piers.mitchem@hallandwilcox.com.au		

Is your representative a lawyer or paid agent?

☒ Yes

☐ No

1. Preliminary

1.1 What is the name of the transferable instrument to which this application for orders relates?



You must also attach a copy of the transferable instrument (*Fair Work Commission Rules 2013*, sub-rule 34 (1)).

Rockpool RAC Pty Ltd Enterprise Agreement 2023 (AG2023/2417). A copy is **Attachment A** to this Application.

Attach additional pages if necessary.

1.2 What is the industry of the employer?



Please state the specific industry.

Aged Care

Attach additional pages if necessary.

1.3 What is the nominal expiry date of the instrument?

3 August 2027

Attach additional pages if necessary.

2. Orders

2.1 Please indicate whether you are seeking orders under either s.318 or s.319 of the FW Act.

Section 318

Attach additional pages if necessary.

2.2 Please specify the terms of the order(s) that you are seeking.

1. An order pursuant to section 318(1)(a) of the *Fair Work Act 2009* (Cth) (**FW Act**) that the *Rockpool RAC Pty Ltd Enterprise Agreement 2023* (**Rockpool RAC Agreement**) will not cover:
 - a. the Applicant; and
 - b. employees who:
 - i. are employees of Rockpool RAC Pty Ltd ACN 607 029 372 (**Rockpool RAC**); and
 - ii. are covered by the Rockpool RAC Agreement and engaged as Registered Nurses, Enrolled Nurses and Personal Care Workers (**Transferring Care Employees**);
 - iii. are covered by the Rockpool RAC Agreement and engaged as hospitality, administration, lifestyle and maintenance employees (**Transferring Support Employees**); and
 - iv. become transferring employees (as defined in section 311(2) of the FW Act) following the transfer of their employment from Rockpool RAC to the Applicant, on or around 1 September 2025.
2. An order pursuant to section 318(1)(b) of the FW Act, that the *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing Queensland Agreement 2022* (**Regis Nurses Agreement**) will cover the Transferring Care Employees.
3. An order pursuant to section 318(1)(b) of the FW Act, that the *Regis Aged Care Support Services Staff, Queensland Agreement 2018* (**Regis Support Services Agreement**) will cover the Transferring Support Employees.

Attach additional pages if necessary.

2.3 Please set out the grounds on which you rely in seeking the orders sought.



The criteria for consideration of the Commission in determining the order(s) sought are set out in s.318 (3) and s.319 (3) of the FW Act. Using numbered paragraphs, you may wish to address any such criteria, in setting out the grounds on which you rely.

Background

1. The Applicant is an aged care provider with 68 residential aged care homes across Queensland, Victoria, New South Wales, Northern Territory, South Australia, Western Australia and Tasmania. The Applicant offers care for residents with all levels of care needs, from independent living to high care. Across these operations, the Applicant currently employs over 12,000 employees.
2. Rockpool RAC provides residential aged care services at three homes located in Brisbane and the Sunshine Coast region in Queensland. Employees at those homes are currently covered by the Rockpool RAC Agreement (the subject of this application).
3. On 23 July 2025, the Applicant entered into a share purchase agreement which will result in the Applicant becoming the ultimate holding company of Rockpool RAC. Subject to approval by the Department of Health, Disability and Ageing, the expected completion date of the acquisition is 1 September 2025 (**Acquisition**).
4. On and from 1 September 2025, Rockpool RAC will become an associated entity of the Applicant (as defined in section 50AAA of the *Corporations Act 2001* (Cth)).
5. The Applicant will shortly make offers to employees of Rockpool RAC to transfer their employment from Rockpool RAC to the Applicant. Those offers will be made on terms and conditions no less favourable than those they currently enjoy with Rockpool RAC. It is intended that the Rockpool RAC employees who accept that offer of employment will commence employment with the Applicant from on or around 1 September 2025 (**Transfer Date**), subject to the successful completion of the Acquisition.
6. As a result of the transfer of the Rockpool RAC employees' employment from Rockpool RAC to the Applicant:
 - a. the Rockpool RAC employees are likely to be "*transferring employees*" as defined in section 311(2) of the FW Act;
 - b. the Applicant is likely to be the "*new employer*" for the purposes of section 318(2)(a) of the FW Act; and
 - c. pursuant to section 313(1) of the FW Act, the Rockpool RAC Agreement will transfer with the Rockpool RAC employees when they commence employment with the Applicant on the Transfer Date (**Transferring Employees**).

Single enterprise agreement coverage

7. The Applicant has an established, long-standing practice of having a unified and effective workforce that is covered by a single state or territory-wide enterprise agreement. In that respect, single enterprise agreements cover parts of the Applicant's workforces in Queensland,

Victoria, New South Wales, Northern Territory, South Australia, Western Australia and Tasmania.

8. The Applicant currently operates in Queensland, and applies two enterprise agreements across its Queensland workforce, namely:
- a. the Regis Nurses Agreement which covers Assistants in Nursing, Enrolled Nurses and Registered Nurses; and
 - b. the Regis Support Services Agreement, which covers Support Services Employees, Home Support Workers and Day Therapy Workers.
9. Consistent with that practice, the Applicant seeks that, on and from the Transfer Date, the Transferring Employees will become entitled to the same terms and conditions currently afforded to the Applicant's employees who are covered by the Regis Nurses Agreement or the Regis Support Services Agreement (as applicable).
10. Having the Regis Nurses Agreement and the Regis Support Services Agreement (as applicable) cover all of the Applicant's employees in Queensland (ie including the Transferring Employees) will:
- a. promote administrative and operational efficiencies by ensuring the application of standard and uniform terms and conditions for all such employees throughout the Applicant's Queensland operations (including by not having a combination of transferring instruments and the Applicant's current enterprise agreements apply at the same work location and to the same group of employees);
 - b. promote workplace harmonisation; and
 - c. enable negotiations for future terms and conditions of employment for the Applicant's Queensland workforce to occur in the most efficient and beneficial way for the Applicant and its overall workforce.

Comparison of terms

11. A comparison of the Rockpool RAC Agreement and the Regis Nurses Agreement identifies:
- a. a significant number of comparable provisions;
 - b. conditions in the Regis Nurses Agreement which are superior to those in the Rockpool RAC Agreement, including, but not limited to:
 - i. minimum engagement for part time and casual employees (clauses 14 and 15 respectively);
 - ii. pay point progression (clause 16);
 - iii. Sunday penalty rates (for certain employees, clause 22(e));
 - iv. paid parental leave (clause 33);
 - v. long service leave (clause 34);
 - vi. union representation leave (clause 35); and
 - vii. professional development leave (clause 36),
 - c. a small number of provisions in the Rockpool RAC Agreement which are superior to those in the Regis Nurses Agreement, including:

- i. minimum shift length for full time employees (clauses 12.4 and 12.8);
- ii. Saturday overtime rates for permanent personal care workers (clause 20);
- iii. recall to work (clause 21);
- iv. public holiday penalty rates for casual personal care workers (clause 23);
- v. morning shift loading for personal care workers (clause 25); and
- vi. certain allowances such as the buddy allowance; on call allowance; and qualifications allowance for enrolled nurses and personal care workers (clause 14).

12. A comparison of the Rockpool RAC Agreement and the Regis Support Services Agreement identifies:

- a. a significant number of comparable provisions;
- b. conditions in the Regis Support Services Agreement which are superior to those in the Rockpool RAC Agreement, including, but not limited to:
 - i. pay point progression (clause 10.3.2);
 - ii. minimum ordinary hours for part time employees (clause 13.3.1);
 - iii. maximum shift length and overtime (clauses 14.6 and 18.3);
 - iv. afternoon shift loading (clause 19.2);
 - v. long service leave (clause 29);
 - vi. public holiday rates for permanent employees (clause 32.1); and
 - vii. paid parental leave (clause 33),
- c. a small number of provisions in the Rockpool RAC Agreement which are superior to those in the Regis Support Services Agreement, including:
 - i. certain allowances, such as nauseous work allowance and buddy allowance (clause 14);
 - ii. recall to work (clause 21); and
 - iii. overtime rates for certain casual employees (clauses 20.8 and 20.9).

13. The continued application of the Rockpool RAC Agreement to the Transferring Employees after the Transfer Date, will likely prevent the Applicant from fully implementing its standard operating practices (that apply in Queensland and nationally), at the three Rockpool RAC homes.

14. Further, the continued application of the Rockpool RAC Agreement to the Transferring Employees after the Transfer Date is likely to have a negative impact on the productivity of the Applicant's workplace. In particular:

- a. the Transferring Employees will be working alongside other employees, employed after the Transfer Date, who perform the same role but who are employed on different terms and conditions (ie the Regis Nurses Agreement or the Regis Support Services Agreement, as applicable). This is likely to cause industrial unrest and disharmony, as well as confusion for employees tasked with implementing the various industrial instruments;
- b. a number of Transferring Employees are also current employees of the Applicant, and in respect of that employment, are covered by either the Regis Nurses

Agreement or the Regis Support Services Agreement. If the proposed order were not made, it would give rise to confusion as to whether both sets of industrial agreements continued to apply to those employees after the Transfer Date (and if they *did* both continue to apply, confusion would arise as to *when* each applied);

- c. the Applicant will be required to maintain distinct and separate employment systems potentially leading to higher administration costs and difficulty integrating the Transferring Employees into the wider workforce; and
- d. the Rockpool RAC Agreement contains certain provisions tailored to Rockpool RAC's organisational structure and practices that are inconsistent with Applicant's practices (including, for example, classification structures).

Future communications with Transferring Employees, and other matters


15. Rockpool RAC and the Applicant will shortly notify the Transferring Employees and the relevant unions, that pursuant to a binding agreement, the Applicant will become the ultimate holding company of Rockpool RAC on successful completion of the Acquisition.
16. The Applicant is currently working to provide the Transferring Employees with specific information about the proposed transfer of their employment on the Transfer Date, including:
 - a. information about the proposed transfer of their employment, including explanations of the key differences between the Rockpool RAC Agreement, and the Regis Nurses Agreement and the Regis Support Services Agreement;
 - b. a frequently asked questions document;
 - c. offers of employment, on terms and conditions no less favourable than their existing terms and conditions of employment with Rockpool RAC; and
 - d. in-person sessions at the Rockpool RAC homes, and virtual sessions via Webex, to discuss the proposed transfer of their employment to the Applicant, the terms of the Regis Nurses Agreement and the Regis Support Services Agreement, and this application (ie the Applicant's proposal for the Regis Nurses Agreement to cover the Transferring Care Employees, and the Regis Support Services Agreement to cover the Transferring Support Employees, on and from the Transfer Date).
17. To assist in the facilitation of the orders sought, and regarding the Applicant's commitment to the Transferring Employees that their overall terms and conditions of employment should not be less favourable than those currently enjoyed with Rockpool RAC, the Applicant is prepared to provide reasonable and appropriate undertakings, if/when required.
18. In the circumstances it is in the public interest that the orders be granted.
19. Such other grounds as the Commission considers appropriate.

Attach additional pages if necessary.

Signature



If you are completing this form electronically and you do not have an electronic signature you can attach, it is sufficient to type your name in the signature field. You must still complete all the fields below.

Signature or common seal	
Name	Piers Mitchem
Date	24 July 2025
Capacity/Position	Special Counsel, Hall & Wilcox Solicitor for the Applicant

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Rockpool Rac Pty Ltd
(AG2023/2417)

ROCKPOOL RAC PTY LTD ENTERPRISE AGREEMENT 2023

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 4 AUGUST 2023

Application for approval of the Rockpool RAC Pty Ltd Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Rockpool RAC Pty Ltd Enterprise Agreement 2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth)* (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The *better off overall test* provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. The Agreement was *made* on 6 July 2023.

[5] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[6] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[7] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[8] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 11 August 2023. The nominal expiry date of the Agreement is 3 August 2027.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE521011 PR764920>

Annexure A

In the Fair Work Commission

Matter No.: AG2023/2417

Applicant: Rockpool RAC Pty Ltd Enterprise Agreement 2023

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Cheryl Tether, Human Resources Business Partner Lead, Rockpool RAC Pty Ltd (RAC) give the following undertaking with respect to the *Rockpool RAC Pty Ltd Enterprise Agreement 2023* (Agreement), pursuant to:

- section 190 of the *Fair Work Act 2009* (Cth), and
- the authority RAC has given me to give this undertaking on its behalf.

Saturday and Sunday Work Nursing Stream

Noting that clause 23.5 of the Agreement, as made, says, in error: [Emphasis added in underline]

'For casual Employees, the rates set out in clause 23.4 will be in substitution for and not cumulative upon the casual loading prescribed in clause 12.25'

RAC gives the following undertaking:

1 RAC will read clause 23.5 of the Agreement as if it says:

'For casual Employees, the rates set out in clause 23.4 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 25.2'

so that affected casual employees receive casual loading.



Cheryl Tether
Human Resources Business Partner Lead
Rockpool RAC Pty Ltd

Date: 31 July 2023

Rockpool RAC Pty Ltd Enterprise Agreement 2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

PART A

PART A.....	2
1. Title	4
2. Definitions	4
3. Coverage and Application of Agreement	4
4. Date and period of operation	5
5. Access to the Agreement and NES	5
6. No Further Claims	5
7. Individual Flexibility Agreement	5
PART B – CONSULTATION AND DISPUTE RESOLUTION	7
8. Consultation	7
9. Dispute Resolution	9
PART C - WAGES, ALLOWANCE, EMPLOYMENT CATEGORIES AND CLASSIFICATIONS	10
10. Payment of wages	10
11. Wage Increase	10
12. Employment categories and ordinary hours of work	10
13. Progression through Pay Points	12
14. Allowances	12
15. Superannuation	15
PART D - HOURS OF WORK, SHIFT WORK AND PENALTIES	16
16. Roster	16
17. Rostered days off	16
18. Broken shifts	16
19. Rest period between shifts or engagements (including after overtime and, for Aged Care Employees, Sleepovers)	17
20. Overtime	18

21.	Recall to work	20
22.	Sleepover	20
23.	Saturday and Sunday Work	21
24.	Breaks - meal and tea	22
25.	Shift work	23
26.	Higher duties	24
PART E - LEAVE AND PUBLIC HOLIDAYS		25
27.	Annual leave	25
28.	Public Holidays	26
29.	Personal Leave	27
30.	Compassionate Leave	27
31.	Paid Family and Domestic Violence leave	27
32.	Long Service Leave	28
33.	Community services leave	28
34.	Ceremonial leave	28
35.	Parental leave	28
36.	Mandatory Training payment	28
37.	Professional Development	28
38.	Representative Leave	28
PART F – ENDING EMPLOYMENT		29
39.	Redundancy	29
40.	Termination	30
SCHEDULE A - CLASSIFICATION STRUCTURE.....		31
SCHEDULE B - RATES OF PAY.....		42
SCHEDULE C - AGREEMENT TO REDUCE BREAK BETWEEN SHIFTS		44

1. Title

- 1.1. This agreement shall be called *Rockpool RAC Pty Ltd Enterprise Agreement 2023*.

2. Definitions

- 2.1. In this agreement, unless the contrary intention appears:

Act means the Fair Work Act 2009 (Cth).

ADO means accrued day off.

Aged Care Stream means Employees, other than those in the Nursing Stream, that are classified in positions set out in Schedule A.

Agreement means this Rockpool RAC Pty Ltd Enterprise Agreement 2023.

Commencement Date means the date specified in clause 4.1 of this Agreement.

Commission means the Fair Work Commission.

Day worker means a worker who works between 6.00am to 6.00pm Monday to Friday.

Emergency work means emergent work, of an unplanned nature, requiring prompt or immediate action, during a Sleepover.

Employee means an Employee of RAC who is covered by this Agreement in accordance with clause 3.

Laundry Allowance means the allowance in Schedule B.

Nauseous work allowance means 0.05% of the Standard Rate Aged Care Stream.

NES means the National Employment Standards.

Nursing Stream means Employees, other than those in the Aged Care Stream, that are classified in the positions set out in Schedule A.

Sleepover means an Employee being directed to sleep at RAC's premises at night in order to be on call for emergencies; immediately prior to and continuous with; or immediately at the conclusion of and continuous with; a rostered shift.

RAC means Rockpool RAC Pty Ltd.

Schedule A means Schedule A to this Agreement.

Schedule B means Schedule B to this Agreement.

Standard Rate Aged Care Stream means the minimum full-time weekly rate for the relevant level 6 classification in Schedule B.

Standard Rate Nursing Stream means the minimum full-time weekly rate for a registered nurse, classification level 1, year 1 in Schedule B.

3. Coverage and Application of Agreement

- 3.1. Subject to clause 3.2, this Agreement applies to:
- 3.1.1. RAC at its facilities within Queensland; and
 - 3.1.2. Employees who:

- (a) Are employed to work in any of the classifications set out in Schedule A; and
 - (b) Work at a facility within Queensland.
- 3.2. This Agreement does not apply to any RAC Employees who are engaged to undertake managerial duties and responsibilities at the level of Facility Manager and above.
- 3.3. From the Commencement Date, all Employees will be classified pursuant to the classification structure contained in Schedule A to this Agreement and will receive the pay and entitlements specified by this Agreement.
- 3.4. The parties to this agreement are:
 - 3.4.1. RAC;
 - 3.4.2. the Employees who are covered by this Agreement pursuant to clause 3.1 of this Agreement; and
 - 3.4.3. the Union pursuant to an application made under section 183 of the Act.

4. Date and period of operation

- 4.1. This Agreement shall operate from 7 days after the receipt of the required notice from the Commission and will expire 48 months after the date of approval.

5. Access to the Agreement and NES

- 5.1. RAC must ensure that copies of this Agreement and the NES are available to all Employees on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.
- 5.2. The NES and this Agreement set the minimum conditions of employment for Employees covered by this Agreement; however, the terms of the NES do not form part of this Agreement.
- 5.3. 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.

6. No Further Claims

- 6.1. Subject to clause 6.2, until the nominal expiry date of this Agreement expires, the parties bound by this Agreement will make no further claims to:
 - 6.1.1. Vary the terms and conditions specified within this Agreement; or
 - 6.1.2. For any additional benefit/s, not already provided for by this Agreement.
- 6.2. Until the expiration of its nominal expiry date. For the avoidance of doubt, nothing in this clause affects the rights of RAC and the Employees from seeking to vary this Agreement in accordance with the Act.

7. Individual Flexibility Agreement

- 7.1. RAC and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 7.1.1. the agreement deals with 1 or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;

- d) allowances;
 - e) leave loading; and
- 7.1.2. the arrangement meets the genuine needs of RAC and Employee in relation to 1 or more of the matters mentioned in clause 7.1.1; and
- 7.1.3. the arrangement is genuinely agreed to by RAC and Employee.
- 7.2. RAC must ensure that the terms of the individual flexibility arrangement:
 - 7.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 7.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 7.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 7.3. RAC must ensure that the individual flexibility arrangement:
 - 7.3.1. is in writing; and
 - 7.3.2. includes the name of RAC and Employee; and
 - 7.3.3. is signed by RAC and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 7.3.4. includes details of:
 - a) the terms of the Agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 7.3.5. states the day on which the arrangement commences.
- 7.4. RAC must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5. RAC or the Employee may terminate the individual flexibility arrangement:
 - 7.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 7.5.2. if RAC and Employee agree in writing – at any time.

PART B – Consultation and Dispute Resolution

8. Consultation

8.1. This term applies if RAC:

- 8.1.1. 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
- 8.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

8.2. For a major change referred to in clause 8.1.1:

- 8.2.1. RAC must notify the relevant Employees of the decision to introduce the major change; and
- 8.2.2. subclauses 8.3 to 8.9 apply.

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

8.4. If:

- 8.4.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- 8.4.2. the Employee or Employees advise RAC of the identity of the representative;

RAC must recognise the representative.

8.5. As soon as practicable after making its decision, RAC must:

- 8.5.1. discuss with the relevant Employees:

- a) the introduction of the change; and
- b) the effect the change is likely to have on the Employees; and
- c) measures RAC is taking to avert or mitigate the adverse effect of the change on the Employees; and

- 8.5.2. for the purposes of the discussion - provide, in writing, to the relevant Employees:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the Employees; and
- c) any other matters likely to affect the Employees.

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

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

8.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of RAC, the requirements set out in clause 8.2.1 and subclauses 8.3 and 8.5 are taken not to apply.

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

- 8.9.1. the termination of the employment of Employees; or
- 8.9.2. major change to the composition, operation or size of RAC's workforce or to the skills required of Employees; or
- 8.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 8.9.4. the alteration of hours of work; or
- 8.9.5. the need to retrain Employees; or
- 8.9.6. the need to relocate Employees to another workplace; or
- 8.9.7. the restructuring of jobs.

Change to regular roster or ordinary hours of work

8.10. For a change referred to in clause 8.1.2:

- 8.10.1. RAC must notify the relevant Employees of the proposed change; and
- 8.10.2. subclauses 8.11 to 8.15 apply.

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

8.12. If:

- 8.12.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 8.12.2. the Employee or Employees advise RAC of the identity of the representative;
- RAC must recognise the representative.

8.13. As soon as practicable after proposing to introduce the change, RAC must:

- 8.13.1. discuss with the relevant Employees the introduction of the change; and
- 8.13.2. for the purposes of the discussion—provide to the relevant Employees:
 - a) all relevant information about the change, including the nature of the change; and
 - b) information about what RAC reasonably believes will be the effects of the change on the Employees; and
 - c) information about any other matters that RAC reasonably believes are likely to affect the Employees; and
- 8.13.3. invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

8.16. In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 8.1.

9. Dispute Resolution

9.1. If a dispute relates to:

- 9.1.1. a matter arising under the Agreement; or
- 9.1.2. the National Employment Standards;

this term sets out procedures to settle the dispute.

9.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

9.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

9.5. The Fair Work Commission may deal with the dispute in 2 stages:

9.5.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

9.5.2. if the Fair Work Commission is unable to resolve the dispute at the first stage and all parties agree, the Fair Work Commission may:

- a) arbitrate the dispute; and
- b) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.6. While the parties are trying to resolve the dispute using the procedures in this term:

9.6.1. an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

9.6.2. an Employee must comply with a direction given by RAC to perform other available work at the same workplace, or at another workplace, unless:

- a) the work is not safe; or
- b) applicable occupational health and safety legislation would not permit the work to be performed; or
- c) the work is not appropriate for the Employee to perform; or
- d) there are other reasonable grounds for the Employee to refuse to comply with the direction.

9.7. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

PART C - Wages, Allowance, Employment categories and Classifications

10. Payment of wages

- 10.1. Wages will be paid fortnightly via electronic funds transfer to the Employees nominated bank account.
- 10.2. Termination payments will be made on the day dismissal takes effect.

11. Wage Increase

- 11.1. With effect from the first pay period on or after 1 July in each year before the nominal expiry date of this Agreement, RAC will increase the minimum rates in this Agreement to 10 cents more than the minimum rate for the equivalent classification in the underlying modern award (being the Aged Care Award or the Nurses Award) at the time.
- 11.2. RAC will make the current minimum rates, and this Agreement, available to all Employees on its intranet throughout the life of this Agreement and publish, on its intranet, updates to minimum rates to take account of the effect of clause 11.1.
- 11.3. Nothing in this Agreement increases any wage rate/s after the nominal expiry date of this Agreement.

12. Employment categories and ordinary hours of work

Span of hours

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

Full-time Employees – Aged Care Stream

- 12.2. A full-time Employee for the Aged Care Stream – 38 hours per week which may be averaged.
- 12.3. The ordinary hours of work may be averaged of 38 hours per week over:
 - 12.3.1. 76 hours per fortnight; or
 - 12.3.2. 114 hours per 21 days; or
 - 12.3.3. 152 hours per four-week period, and will be worked:
 - (a) In a period of 28 calendar days of not more than 20 workdays in a roster cycle
 - (b) In a period of 28 calendar days of not more than 19 workdays in a roster cycle, with the remaining day taken as an RDO; or
 - (c) Eight hours on day shift or 10 hours on a night shift.
- 12.4. Full-time Employees will receive a minimum payment of four (4) hours for each engagement in respect of ordinary hours worked.

Full-time Employees – Nursing Stream

- 12.5. A full-time Employee for the Nursing Stream – works 38 hours per week which may be averaged as follows:
 - 12.5.1. 38 hours per week; or
 - 12.5.2. 76 hours per fortnight; or
 - 12.5.3. 152 hours over 28 days.

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

12.7. Employees will be free from duty of not less than:

12.7.1. 2 full days in each week; or

12.7.2. 4 full days in each fortnight; or

12.7.3. 8 full days in each 28-day cycle.

12.8. Full-time Employees will receive a minimum payment of four (4) hours for each engagement in respect of ordinary hours worked.

Part-time Employees – Aged Care Stream

12.9. A part-time Employee is an Employee who is engaged to work less than an average of 38 hours per week and has reasonably predictable hours of work.

12.10. Before commencing employment, RAC and the Employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the Employee will work and the starting and finishing times each day.

12.11. Part-time Employees will receive a minimum payment of two (2) hours for each engagement.

Part-time Employees – Nursing Stream

12.12. A part-time Employee is an Employee who is engaged to work less than an average of 38 hours per week and has reasonably predictable hours of work.

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

12.14. Before commencing part-time employment, RAC and the Employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

12.15. Any variation to an Employee's hours must be agreed and in writing.

12.16. Part-time Employees will receive a minimum payment of two (2) hours for each engagement.

Casual Employees – Aged Care Stream

12.17. A casual Employee may work up to and including 38 ordinary hours per week.

12.18. Casual Employees ordinary hours are set out in clause 12.3 above.

12.19. RAC will pay a casual Employee a 25% casual loading for all ordinary hours.

12.20. A casual Employee will be paid the overtime rates in clause 20.8 and 20.9 when working overtime.

12.21. Offers and requests for casual conversion to full-time or part-time are provided for in the NES.

12.22. Casual Employees will receive a minimum payment of two (2) hours for each engagement.

Casual Employees – Nursing Stream

12.23. A casual Employee may work up to 38 ordinary hours per week.

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

12.25. RAC will pay a casual Employee a 25% casual loading for all ordinary hours.

- 12.26. RAC will pay a casual Employee the overtime rates in clause 20.6 when working overtime.
- 12.27. Offers and requests for casual conversion to full-time or part-time are provided for in the NES.
- 12.28. Casual Employees will receive a minimum payment of two (2) hours for each engagement.
- 12.29. A casual Employee will be paid shift loadings in clause 23 calculated on the minimum hourly rate of pay, with the casual loading then added to that penalty rate of pay.

13. Progression through Pay Points

- 13.1. Where a classification level provides pay points, progression will be available, subject to performance and demonstrating the required competencies and skills:
 - 13.1.1. For full-time Employees – by annual movement; and
 - 13.1.2. For part-time or casual Employees – once the Employee reaches 1786 hours of experience.
- 13.2. Progression for the next pay point for any classification for which there is more than one pay point will require the Employee to demonstrate they have:
 - 13.2.1. Acquired and use the skills described in the definitions contained in Schedule A – Classification Definitions; and
 - 13.2.2. Knowledge gained through experience in the practice settings over such a period.
- 13.3. Pay point progression for Registered Nurses will be available subject to:
 - 13.3.1. For full-time Employees – by annual movement; and
 - 13.3.2. For part-time or casual Employees – once the Employee reaches 1786 hours of experience.

14. Allowances

Uniform and Laundry Allowance

- 14.1. Employees are provided uniforms or paid a uniform allowance as provided for in Schedule B of this Agreement.
- 14.2. If RAC does not launder uniforms at its expense, it must pay the Employee in question the laundry allowance provided for in Schedule B of this Agreement.

On-call allowance

- 14.3. Whenever RAC requires an Employee to be on-call, it will pay the Employee the on-call allowance per Schedule B.
- 14.4. For the purposes of clause 14.3 the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

Overtime meal allowance

- 14.5. When it requires an Employee to work overtime after the scheduled finishing time for a shift, RAC will give the Employee, in addition to any overtime payment:
 - 14.5.1. an adequate meal when the Employee works at least one hour after the scheduled finishing time for that shift; and

- 14.5.2. a further adequate meal or, at RAC's choice, an overtime meal allowance as per Schedule B when the Employee works at least 4 hours after the scheduled finishing time for that shift.
- 14.6. Clause 14.5 will not apply when an Employee could reasonably return home for a meal within the meal break.

Leading hand allowance – Aged Care Stream

- 14.7. A leading hand is an Employee in the Aged Care Stream who is placed in charge of not less than two other Employees of a substantially similar classification but does not include any supervisory classification responsibility.
- 14.8. This allowance is provided in Schedule B.
- 14.9. This allowance will be part of salary for all purposes.
- 14.10. An Employee who works less than 38 hours per week will be entitled to the allowance prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- 14.11. This allowance does not apply to Nursing Stream Employees.

Nauseous work allowance

- 14.12. Subject to clause 14.13, an Aged Care Stream Employee is entitled to the nauseous work allowance for each hour on which that Employee is required to:
- 14.12.1. Handle linen of a nauseous nature that is not in airtight container/s; and/or
- 14.12.2. Perform work of an usually dirty or offensive nature having regard to the duties that Employee normally performs, consistent with their classification.
- 14.13. Despite Clause 14.12 any Aged Care Stream Employee who qualifies for nauseous work allowance in any week must receive the allowance as provided in Schedule B in respect of nauseous work performed in that week.

Tool allowance

- 14.14. A weekly tool allowance provided for in Schedule B for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by RAC.

Buddy allowance

- 14.15. Where an Employee is appointed to and performs the role of Buddy to a new Employee for an entire shift, they will be paid an allowance as per Schedule B.

Travelling, Transport and Fares

- 14.16. Where an Employee is required and authorised by RAC to use their own vehicle for work purposes, the Employee will be paid an allowance of \$0.92 per kilometre.
- 14.17. Where an Employee on duty is required to:
- 14.17.1. Travel between sites; and
- 14.17.2. Appropriate transport is not provided by RAC; and the Employee is unable to return to their normal residence after completion of duty that day all reasonably incurred expenses for fares, meals and accommodation will be met by RAC on production of a receipt or other evidence acceptable to RAC.

Qualification allowance

- 14.18. An Employee, other than a casual Employee, who achieves a higher level of formal Australian qualification (AQF) than their role requires, may be eligible to apply for a Qualification Allowance.

- 14.19. The Employee should submit the relevant Qualification Allowance Application Form to their Facility Manager for decision.
- 14.20. To be eligible for the Qualification Allowance, the area of study must be relevant to the Employee's current role.
- 14.21. Employees will be paid the relevant percentage as describe in Schedule B of this Agreement of the base ordinary rate of pay for all ordinary hours of work including public holidays, however does not apply to periods of leave.
- 14.22. Where the Employee holds two or more relevant qualifications, the allowance is only payable in respect of the higher qualification.

Adjustment of allowances

- 14.23. RAC will pay the following allowances which are subject to CPI increase before the nominal expiry date of this Agreement:
- (a) Meal allowance;
 - (b) Clothing and equipment allowance;
 - (c) Tool allowance; and
 - (d) Vehicle allowance.
- 14.24. With effect from the first pay period on or after 1 July in each year before the nominal expiry date of this Agreement, the allowances listed in clause 14.23 will increase by applying the applicable CPI index figure for that allowance, as listed in the Table 1, as at the applicable 1 July:

Table 1

Allowance	Relevant Adjustment Factor Applicable CPI Index Figure
Meal allowance	Takeaway and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group
Vehicle allowance	Private motoring sub-group

- 14.25. RAC will also pay the following allowances in the Aged Care Stream:
- (a) Nauseous Work allowance; and
 - (b) Sleepover allowance.
- 14.26. With effect from the first pay period on or after 1 July in each year before the nominal expiry date of this Agreement, the Aged Care Stream allowances listed in clause 14.25 will increase to the value of the allowance in question applying the applicable level 6 Aged Care Employee minimum rate in effect at that time.

- 14.27. RAC will make the current allowances, and this Agreement, available to all Employees on its intranet throughout the life of this Agreement and publish, on its intranet, updates to allowances to take account of the effect of clauses 14.24 and 14.25.
- 14.28. Nothing in this Agreement increases any allowance/s after the nominal expiry date of this Agreement.

15. Superannuation

- 15.1. RAC will make superannuation contributions on the Employee's behalf in accordance with its minimum statutory obligations (as amended from time to time). Payments will be made into the Employee's stapled fund, and if the Employee does not have a stapled fund, into a complying superannuation fund of RAC's choice.
- 15.2. RAC are supportive of increasing the frequency of payments to employee stapled funds and are committed to working towards meeting the new government requirement at the earliest possible time.

PART D - Hours of Work, Shift work and Penalties

16. Roster

- 16.1. The ordinary hours of work for each Employee will be displayed on a roster in a place conveniently accessible to Employees, including by electronic means. Such roster will be displayed at least 14 days prior to the commencing date of the first working day in any roster, subject to below.
- 16.2. It is not obligatory for RAC to display a roster of the ordinary hours of work for casual or relieving staff.
- 16.3. For RAC to change the roster, seven (7) days' notice will be required. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness, unexpected leave or in an emergency.
- 16.4. Clause 16.3 will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- 16.5. Rostering arrangements and changes to rosters directed by RAC may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- 16.6. Unless RAC otherwise agrees, an Employee desiring a roster change will give seven (7) days' notice in writing, except where the Employee is ill or in an emergency. An email is acceptable.

17. Rostered days off

- 17.1. Employees, other than a casual Employee, will be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight, or eight (8) full days in each 28-day cycle. Where practicable, days off will be consecutive.

18. Broken shifts

Broken shift – Aged Care Stream

- 18.1. An Aged Care Stream Employee may work a broken shift by mutual agreement between RAC and the Employee.
- 18.2. Payment for a broken shift will be at ordinary pay with applicable penalty rates and shift allowance, with shift allowances being determined by the commencing time of the broken shift.
- 18.3. All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- 18.4. An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- 18.5. Each portion of a broken shift for a permanent Employee must meet the minimum engagement requirements of clause 12.
- 18.6. RAC must pay casual Employees, for each portion of a broken shift, at least the minimum payment required by clause 12.

19. Rest period between shifts or engagements (including after overtime and, for Aged Care Employees, Sleepovers)

All Employees

- 19.1. Except as provided for in this clause, an Employee must be allowed a break of not less than 10 hours between
- 19.1.1. the termination of one shift or period of duty; and
 - 19.1.2. the commencement of another shift or period of duty (noting that for Employees other than casual Aged Care Employees, this includes overtime – see clause 20).
- 19.2. Except as provided for in this clause, by mutual agreement, the 10-hour rest break after an ordinary shift (which does not include overtime) may be reduced to eight (8) hours. The form available at Schedule C will be the evidence required for mutual agreement.

Aged Care Stream

Full-time and part-time Aged Care Employees who work overtime

- 19.3. Clause 19.4 applies to full-time and part-time Aged Care Employees who:
- 19.3.1. Work overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift; and
 - 19.3.2. Do not have at least 10 consecutive hours off duty between those engagements.
- 19.4. In the circumstances of clause 19.3 the Employee will be released on conclusion of the overtime for 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

Aged Care Employees after a Sleepover

- 19.5. All Aged Care Employees must have at least eight (8) consecutive hours off duty after a Sleepover before their next rostered shift. If, on RAC's direction, an Aged Care Employee returns to duty before they have had eight (8) consecutive hours off duty:
- 19.5.1. RAC must pay the Employee at the rate of 200% of the hourly rate (i.e. double time) until they are released from duty for eight (8) consecutive hours; and
 - 19.5.2. The Employee will be released for 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

Nursing Stream

- 19.6. Where reasonably practicable to do so, RAC will give all Nursing Stream Employees at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- 19.7. If, on RAC's direction, a Nursing Stream Employee returns to duty before they have had 10 (or as agreed, 8) consecutive hours off duty RAC must pay the Employee at the rate of 200% of the hourly rate (or 200% of the casual hourly rate in the case of a casual Employee) until they are released from duty for such 10 (or as agreed, 8) consecutive hour rest period/absence without loss of pay for rostered ordinary hours occurring during such absence.

Permanent Nursing Stream Employees who work overtime

- 19.8. Clause 19.9 applies to full-time and part-time Nursing Stream Employees, who:

- 19.8.1. Work overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift; and
 - 19.8.2. Do not have at least 10 consecutive hours off duty between those engagements.
- 19.9. In the circumstances of clause 19.8 RAC must pay the Employee at the rate of 200% of the hourly rate until they are released from duty for such 10 consecutive hour rest period/absence without loss of pay for rostered ordinary hours occurring during such absence.

20. Overtime

20.1. RAC will pay:

- 20.1.1. Full-time Nursing Stream Employees (other than Level 4 and 5 Registered Nurses) at the rates set out in clause 20.6 for all authorised overtime they perform; and
- 20.1.2. Full-time Aged Care Stream Employees, at the rates set out in clause 20.8 for all authorised overtime they perform.

20.2. Full-time Employees are entitled to overtime for authorised work performed outside the parameters of:

- 20.2.1. Clause 12.5 for full-time Nursing Stream Employees (other than Level 4 and 5 Registered Nurses); and
- 20.2.2. Clause 12.3 for full-time Aged Care Stream Employees.

20.3. Part-time and casual Employees are entitled to overtime:

- 20.3.1. At the rates set out in clause 20.8 for all authorised work performed in excess of 76 hours per fortnight; and
- 20.3.2. At the rates set out in clause 20.9 for all hours in excess of 10 hours on any one (1) day.

20.4. Overtime rates for casual Employees under clause 20.3 will be in substitution for, and not cumulative upon, the shift work loadings and weekend penalty rates set out in clauses 25 and 23 of this Agreement.

20.5. In addition to rates set out in clause 20.8 and 20.9, casuals are entitled to be paid any all-purpose allowance payable.

Nursing Stream

20.6. Overtime rates for Registered Nurses and Enrolled Nurses (other than Levels 4 and 5):

	Monday to Saturday	Sunday	Public Holiday
Full-time	150% of the minimum hourly rate for the first two (2) hours and 200% thereafter	200% of the minimum hourly rate	250% of the minimum hourly rate
Part-time	150% of the minimum hourly rate for the first two (2) hours and 200% thereafter	200% of the minimum hourly rate	250% of the minimum hourly rate

Casual	150% of the casual hourly rate for the first two (2) hours and 200% thereafter	200% of the casual hourly rate	250% of the casual hourly rate
---------------	--	--------------------------------	--------------------------------

20.7. The overtime rates set out at clause 20.6 does not apply to Registered Nurses Level 4 and Level 5.

Aged Care Stream

20.8. Overtime rates for Aged Care Stream Employees authorised to work performed in excess of 76 hours per fortnight for full-time, part-time and casual Employees:

	Monday to Friday	Saturday and Sunday	Public Holiday
Full-time and part-time	150% of the hourly rate for the first two (20 hours and 200% thereafter	200% of the hourly rate	250% of the hourly rate
Casual	187.5% of the hourly rate for the first two (2) hours and 250% thereafter	250% of the hourly rate	312.5% of the hourly rate

20.9. Overtime rates for Aged Care Stream Employees authorised to work performed in excess of 10 hours on any one (1) day:

	Monday to Saturday	Sunday	Public Holiday
Part-time	150% of the hourly rate for the first two (20 hours and 200% thereafter	200% of the hourly rate	250% of the hourly rate
Casual	187.5% of the hourly rate for the first two (2) hours and 250% thereafter	250% of the hourly rate	312.5% of the hourly rate

20.10. RAC and the Employee may agree, in writing, to provide time off instead of overtime payment in clause 20 subject to the following conditions:

20.10.1. Time off must be taken within six (6) months after the overtime is worked, at the time/s agreed by RAC and the Employee.

20.10.2. If, at any time, the Employee asks to be paid for overtime that they had previously agreed to be taken as time off, RAC must pay the Employee for the overtime, in the next pay period following the request, at the applicable overtime rate when the overtime was worked.

20.10.3. If the Employee has not taken the time in lieu of overtime within the required six (6) months, RAC must pay the Employee for the overtime, in the next pay period, at the applicable overtime rate when the overtime was worked.

20.11. If an Employee's employment ends for any reason before taking time off in lieu of overtime worked under the clause, RAC will pay the Employee for that overtime at the overtime applicable rate when the overtime was worked.

21. Recall to work

Aged Care Stream

- 21.1. An Aged Care Stream Employee recalled to work overtime after leaving the premises will be paid for a minimum of four (4) hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four (4) hours, the Employee will be released from duty.

Nursing Stream

Recall to work while on call:

- 21.2. A Nursing Stream Employee who is required to be on-call and who is recalled to work at the workplace will be paid for minimum of three (3) hours work at the applicable overtime rate.

Recall to work when not on call:

- 21.3. If RAC recalls to work (other than remote work) a Nursing Stream Employee who is not on call at the time and who has already left RAC's premises, RAC will pay the recalled Employee for a minimum of three (3) hours work at the applicable overtime rate. If the work required is completed in less than three (3) hours, the Employee will be released from duty once the work is complete.
- 21.4. Except as provided in clause 21.5, the time spent travelling to and from work will be deemed time worked.
- 21.5. If a Nursing Stream Employee is:
- 21.5.1. Recalled to work within three (3) hours of their rostered commencement time; and
 - 21.5.2. Required, by that recall, to remain at work until the time of their original rostered shift,
- only the time spent in travelling to work for the recall will count for the purpose of calculating the overtime payment required by clause 21.3.
- 21.6. If RAC recalls to work (other than remote work) a Nursing Stream Employee, RAC will provide the Employee with transport to and from their home or will refund the Employee the reasonable cost of such transport upon provision of a tax invoice.

Remote work

- 21.7. Where RAC requires a Nursing Stream Employee to perform work remotely (such as by telephone or other electronic communication, away from the workplace), whether or not the Employee is on call at the time, RAC will pay the Employee:
- 21.7.1. For the first hour (regardless of how many requests for remote work are lodged or performed in that time) at the applicable overtime rate for one (1) hour's work; and
 - 21.7.2. For all work beyond one (1) hour, at overtime rates, rounded to the nearest 15 minutes.

22. Sleepover

Aged Care Stream Employees

- 22.1. Aged Care Stream Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover will be not less than eight (8) hours and not more than ten hours on any one night.
- 22.2. For each night on which an Aged Care Stream Employee has a Sleepover, RAC will:

- 22.2.1. Pay the Employee a sleepover allowance as per Schedule B; and
- 22.2.2. Provide free board and lodging.
- 22.3. An Aged Care Stream Employee on a sleepover need not perform any non-emergency work.
- 22.4. If RAC directs an Aged Care Stream Employee on a sleepover to perform any non-emergency work during the sleepover, in addition to providing the benefits required by clause 22.2, RAC will pay the Employee at their hourly rate for the lesser of the following periods:
 - 22.4.1. From the start of the sleepover until the end of the non-emergency work; and
 - 22.4.2. From the start of the non-emergency work, to the end of the sleepover.
- 22.5. For all emergency work that the Aged Care Stream Employee is required to perform during a sleepover, RAC will pay:
 - 22.5.1. A full-time Employee: at the overtime rates set out in clause 20.
 - 22.5.2. A part-time Employee:
 - (a) Subject to clause 22.5.2.b.2 at the Employee's ordinary rate plus any applicable shift and weekend penalties in clause 25 and 23; and
 - (b) At the overtime rates in clause 20 for the excess hours worked if:
 - 22.5.2.b.1. The total number of hours they worked during the day of the sleep over exceeds either eight (8) hours for a day shift, or 10 hours for a night shift; or
 - 22.5.2.b.2. The total hours for the week exceeds 38 or 76 hours for the fortnight.
 - 22.5.3. A casual Employee:
 - (a) Subject to clause 22.5.3 (b)22.5.2(b), at their ordinary casual rate plus applicable shift and weekend penalties; and
 - (b) At the overtime rates in clause 20 for the excess hours worked if the total of number of hours they worked exceeds:
 - 22.5.3.b.1. 38 hours that week; or
 - 22.5.3.b.2. 76 hours that fortnight.
- 22.6. Casual Employees will be rostered to sleepover only where no full-time or part-Employees are available to do so.

23. Saturday and Sunday Work

All Employees

- 23.1. Full-time and part-time Employees rostered to work their ordinary hours on a Saturday or Sunday will be paid the following rates:

	Midnight Friday to Midnight Saturday	Midnight Saturday to Midnight Sunday
Full-time	150%	175%
Part-time	150%	175%

Aged Care Stream

23.2. Casual Employees in the Aged Care Stream rostered to work their ordinary hours on a Saturday or Sunday will be paid the following rates:

	Midnight Friday to Midnight Saturday	Midnight Saturday to Midnight Sunday
Casual	175%	200%

23.3. For casual Employees, the rates set out in clause 23.2 will be in substitution for and not cumulative upon the casual loading prescribed in clause 12.19.

Nursing Stream

23.4. Casual Employees in the Nursing Stream rostered to work their ordinary hours on a Saturday or Sunday will be paid the following rates:

	Midnight Friday to Midnight Saturday	Midnight Saturday to Midnight Sunday
Casual	150%	175%

23.5. For casual Employees, the rates set out in clause 23.4 will be in substitution for and not cumulative upon the casual loading prescribed in clause 12.25.

24. Breaks - meal and tea

Aged Care Stream

- 24.1. Each Employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes, taken at a time designated by RAC.
- 24.2. An Employee required to remain available to attend to duty or is on duty during their meal break, will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the Employee or the Employee's shift ends (whichever occurs first). Such time worked until the meal break is taken will be regarded and count as an Employee's ordinary time.
- 24.3. An Employee is entitled to two (2) separate 10-minute paid tea breaks in addition to the meal break, during each ordinary shift of 7.6 hours or more.
- 24.4. Where an Employee is working less than 7.6 ordinary hours, they will be allowed one (1) 10-minute tea break in each four (4) hour period.
- 24.5. By agreement between RAC and the individual Employee, the tea breaks in clause 24.3 may be taken as one (1) 20-minute tea break.

Nursing Stream

- 24.6. An Employee who works in excess of five (5) hours will be entitled to an unpaid meal break of 30 to 60 minutes. Where reasonably practical to do so, this meal break will be taken between the 4th and 6th hour after beginning work. Provided that, by agreement of an individual Employee who works shifts of six (6) hours or less may forfeit the meal break.
- 24.7. Where an Employee is required to be on duty during their meal break, the Employee will be paid overtime for all time worked until the meal break is taken.

- 24.8. Where RAC requires an Employee to remain available during a meal break but free from duty, RAC will pay the Employee at ordinary rates for a 30-minute meal break. This period will not be counted as time worked when calculating ordinary hours for the purposes of overtime or penalties. If RAC recalls the Employee to perform duty during this period, RAC will pay the Employee overtime for all time worked until the balance of the meal break is taken.
- 24.9. Each Employee is entitled to a paid 10-minute tea break in each four (4) hours worked at a time designated by RAC.

25. Shift work

Aged Care Stream

- 25.1. Employees working afternoon or night shift in the Aged Care Stream will be paid the loadings set out in clause 25.2 in addition to the ordinary rate for such shift. Provided that Employees who work less than 38 hours per week will be entitled to the additional rates only where their shift commences prior to 6.00 am or finishes subsequent to 6.00 pm.

- 25.2. Aged Care Stream shift work loading:

Afternoon shift commencing at 10.00am and before 1.00pm	10%
Afternoon shift commencing at 1.00pm and before 4.00pm	12.5%
Night shift commencing at 4.00pm and before 4.00am	15%
Night shift commencing at 4.00am and before 6.00am	10%

- 25.3. Shift work penalties do not apply to shifts worked on a Saturday, Sunday or on a public holiday; instead the relevant rates set out at clause 23 and 28 apply.

Nursing Stream

- 25.4. Nursing Stream shift work loading:

Afternoon shift commencing not earlier than 12 noon and finishing after 6.00pm on the same day	12.5%
Night shift commencing on or after 6.00pm and finishing before 7.30am the following day	15%

- 25.5. The Shift work penalties set out at clause 25.4 do not apply to Nursing Stream Employees who, on the same day:

- 25.5.1. Commence their ordinary hours of work after 12.00 noon; and
- 25.5.2. Complete their ordinary hours at or before 6.00pm.

- 25.6. The shift work loadings in clause 25.4 do not apply to Registered Nurses Level 4 and Level 5.
- 25.7. Shift work penalties do not apply to shifts worked on a Saturday, Sunday, or on a public holiday, instead the relevant rates set out at clause 23 and 28 apply.

26. Higher duties

- 26.1. An Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
 - 26.1.1. the time so worked for two hours or less; or
 - 26.1.2. a full day or shift where the time so worked exceeds two hours.
- 26.2. Higher duties allowance does not apply to Registered Nurses Level 4 or 5.

PART E - Leave and public holidays

27. Annual leave

Nursing Stream

- 27.1. A Nursing Stream Employee who is regularly rostered over 7 days of the week and regularly works on weekends is:
- 27.1.1. For the purposes of this clause, a shift worker;
 - 27.1.2. Entitled to six (6) weeks' annual leave for each year of service with RAC; and
 - 27.1.3. While absent on annual leave, entitled to the higher of:
 - (a) Annual leave loading of 17.5% of their ordinary rate of pay; and
 - (b) The weekend and shift penalties set out in clauses 23 and 25 that they would have received had they not been on leave during the relevant period.
- 27.2. A Nursing Stream Employee who is not regularly rostered to work as set out in clause 27.1 is entitled to:
- 27.2.1. Five (5) weeks paid annual leave per annum; and
 - 27.2.2. Annual leave loading of 17.5% of their ordinary rate of pay.

Aged Care Stream

- 27.3. An Aged Care Employee who is regularly rostered to work their ordinary hours outside of 6.00am to 6.00pm Monday to Friday, and/or works for more than four (4) ordinary hours on 10 or more weekends, is:
- 27.3.1. For the purposes of this clause, a shift worker;
 - 27.3.2. Entitled to five (5) weeks annual leave for each year of service with RAC; and
 - 27.3.3. While absent on annual leave, entitled to the higher of:
 - (a) Annual leave loading of 17.5% of their ordinary rate of pay; and
 - (b) The weekend and shift penalties set out in clause 23 and 25 that they would have received had they not been on leave during the relevant period.
- 27.4. An Aged Care Employee who is not regularly rostered to work as set out in clause 27.3 is entitled to:
- 27.4.1. Four (4) weeks paid annual leave per year of service; and
 - 27.4.2. Annual leave loading of 17.5% of their ordinary rate of pay.

General / For all Employees

Annual leave at half pay

- 27.5. An Employee can request, and subject to the Employers approval, the Employee may take a period of annual leave at half pay, for example, during unpaid parental leave or a clinical placement.

Cashing out of annual leave

- 27.6. Cashing out of annual leave is permitted provided the Employee has not less than four (4) weeks annual leave remaining after the cashing out. The maximum amount to be cashed out in a 12-month period is 2 weeks.
- 27.7. An Employee and RAC may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.

27.8. The agreement under clause 27.7 must state the amount of leave to be cashed out, the date on which the payment is to be made and signed by both the Employee and the RAC.

27.9. The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

Excessive annual leave

27.10. An Employee is deemed to have excessive annual leave if;

27.10.1. The Aged Care Stream Employee has accrued more than eight (8) weeks (or in the case of a shift worker) 10 weeks of annual leave; and

27.10.2. The Nursing Stream Employee has accrued more than 10 weeks (or, in the case of a shift worker) 12 weeks of annual leave.

27.11. Either RAC or the Employee may initiate a discussion about agreeing how to reduce or eliminate an excessive leave accrual.

27.12. If no agreement is reached on how to reduce the excessive annual leave accrual, RAC may direct an Employee to take paid leave in writing, provided that;

27.12.1. The Employee must have at least six (6) weeks' accrued paid annual leave remaining after taking the leave in question;

27.12.2. The annual leave absence must be at least one (1) week; and

27.12.3. The annual leave absence must not begin less than eight (8) weeks, or more than 12 months, after the date the direction is given.

27.13. If no agreement has been reached on an Employee taking excessive accrued annual leave under clause 27.11 an Employee may request, in writing, to take one or more periods of paid annual leave. Such a request must comply with the conditions in clauses 27.12.1 to 27.12.3 (inclusive).

27.14. An Aged Care Stream Employee may request (under clause 27.13 no more than four (4) (or in the case of a shift worker, five (5)) weeks' annual leave, in any period of 12 months.

27.15. A Nursing Stream Employee may request (under clause 27.13) no more than five (5) (or, in the case of a shift worker, six (6)) weeks' annual leave, in any period of 12 months.

28. Public Holidays

28.1. Public holidays entitlements are provided for in the NES, the balance of this clause contains additional provisions.

Nursing Stream

28.2. All work done by a Nursing Stream Employee during their ordinary shifts on a public holiday, including a substituted day will be paid based on their minimum hourly rate, or the casual hourly rate, as follows:

Employment Type	%
Full-time	200% of the minimum hourly rate
Part-time	200% of the minimum hourly rate
Casual	200% of the casual hourly rate

- 28.3. By agreement between RAC and a majority of the Employees, a day may be substituted for another day or part-day that would otherwise be a public holiday or part-public holiday under the NES.
- 28.4. A full-time Employee will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holiday falls on a Saturday or Sunday for Monday to Friday Employees. A part-day public holiday applies on a pro-rata basis.
- 28.5. Instead of rates set out at clause 28.2 being paid, an Employee may be paid their ordinary rate for time worked on a public holiday and have the same number of hours accrued, to be taken as leave in conjunction with a period of annual leave. This leave will be paid at the Employees ordinary pay rate, excluding shift work loadings and/or weekend penalty rates and leave loading. Any additional days accrued as leave under this clause will not be considered annual or personal / carer's leave for any purpose.
- 28.6. RAC will recognise work performed on 25 December which falls on a Saturday or Sunday, and where because of substitution, is not a public holiday, within the meaning of the NES. Employees working on such a day will be paid a 50% loading of their minimum hourly rate, in addition to the penalty payment in clause 28.2.

Aged Care Stream

- 28.7. All work done by an Aged Care Stream Employee during their ordinary hours on a public holiday, including a substituted day will be paid based on their minimum hourly rate as follows:

Employment type	%
Full-time	150%
Part-time	150%
Casual	275%

- 28.8. The casual penalty set out at clause 28.7 will be in substitution for and not cumulative upon the casual loading in clause 12.19 and weekend rates in clause 23.2.
- 28.9. The full-time and part-time penalty set out at clause 28.7 are instead of any additional rate for shift or weekend work which would otherwise be payable.
- 28.10. Full-time and part-time Employees may elect to receive the same number of hours worked added to their annual leave (made on the commencement of employment and then only on the anniversary date of each year may they change their elections) as an alternative to the payment described in clause 28.7.
- 28.11. Any additional days accrued as leave in clause 28.10 will not be considered annual or personal/carers leave for any purposes.

29. Personal Leave

- 29.1. Personal leave is provided for in the NES.

30. Compassionate Leave

- 30.1. Compassionate leave is provided for in the NES.

31. Paid Family and Domestic Violence leave

- 31.1. Paid family and domestic leave is provided for in the NES.

32. Long Service Leave

- 32.1. Long Service Leave will be in accordance with the provisions in the Industrial Relations Act 2016 (Qld).

33. Community services leave

- 33.1. Community service leave is provided for in the NES.

34. Ceremonial leave

- 34.1. An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of RAC.

35. Parental leave

- 35.1. Unpaid parental leave is provided for in the NES
- 35.2. In addition to the NES unpaid parental leave, RAC will provide all permanent Employees with paid parental leave of four (4) weeks.
- 35.3. To be eligible for paid parental leave under clause 35.2, the Employee will need to be the birthing parent, or adopting parent and have at least 12 months continuous service at the expected birth date of the child.
- 35.4. The paid parental leave may be taken at half pay if so elected by the Employee.
- 35.5. For subsequent paid parental leave applications, the Employee must have at least 12 months continuous service after returning from the previous period of parental leave.

36. Mandatory Training payment

- 36.1. All mandatory training required by the Employer will be conducted during rostered hours. Should an Employee wish to undertake their mandatory online training outside of their rostered hours of work, the Employee will need to apply to the relevant Facility Manager for approval for paid time prior to undertaking the training.

37. Professional Development

- 37.1. All full-time Employees are eligible to apply for paid professional development leave up to a maximum of three (3) days per annum.
- 37.2. Part-time Employees will be eligible for a maximum of three (3) days, pro-rated based on their regular rostered FTE.
- 37.3. Professional development leave is to be utilised for the purposes of attending training or seminars which enhance the Employee's current role or assist with career development.
- 37.4. Applications should be made in writing to the relevant Facility Manager for consideration.

38. Representative Leave

- 38.1. To support Employee representatives during negotiations, representatives will be entitled to at least one hour per week of work duty time to perform their duties as a representative. This provision will be available from the time that bargaining commences until the ballot close date.
- 38.2. Representatives should ensure that the timing to conduct these duties is carried out at a mutually convenient time in discussion with the Facility Manager.

PART F – Ending Employment

39. Redundancy

NOTE: Redundancy pay is provided for in sections 119-123 of the [NES](#).

39.1. Transfer to lower paid duties on redundancy

39.1.1. Clause 39.1 applies if, because of redundancy, an Employee is transferred to new duties to which a lower ordinary rate of pay applies.

39.1.2. RAC may:

- a) give the Employee notice of the transfer of at least the same length as the Employee would be entitled to under clause of this Agreement as if it were a notice of termination given by RAC; or
- b) transfer the Employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that RAC pays the Employee as set out in clause of this Agreement.

39.1.3. If RAC acts as mentioned in clause , the Employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the Employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the Employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the Employee in the second role for the period for which notice was not given.

39.2. Employee leaving during redundancy notice period

39.2.1. An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by clause of this Agreement.

39.2.2. The Employee is entitled to receive the benefits and payments they would have received under clause 39.2.1 or under this clause had they remained in employment until the expiry of the notice.

39.2.3. However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

39.3. Job search entitlement

39.3.1. Where RAC has given notice of termination to an Employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by this clause for the purpose of seeking other employment.

39.3.2. If an Employee is allowed time off without loss of pay of more than one day under clause 39.3.1, the Employee must, at the request of RAC, produce proof of attendance at an interview.

39.3.3. An Employee who fails to produce proof when required under clause 39.3.2 is not entitled to be paid for the time off.

40. Termination

Note: The [NES](#) sets out requirements for notice of termination by an Employer.

Notice of termination by an Employee

40.1. Except in any instance of serious misconduct, RAC or an Employee may terminate the Employee's employment by giving the other the following period of notice:

Period of notice

Employee's period of continuous service	Period of notice
Up to 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

40.2. RAC will provide, or make payment in lieu of, an additional week for an Employee who is over 45 years of age and has at least 2 years of continuous service.

Job search entitlement

40.3. Where RAC has given notice of termination to a full-time or part-time Employee, the Employee will be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

40.4. The time off under clause 40.3 is to be taken at times that are convenient to the Employee after consultation with RAC.

SCHEDULE A - Classification Structure

Hospitality, Administration, Personal Care Workers, Lifestyle and Maintenance Employees

Roles Include:

- Cleaners
 - Laundry Attendants
 - Kitchen Hands, Cooks, Chefs and Head Chef
 - Dining Service Champions
 - Dining Service Supervisors
 - Personal Care Workers
 - Administration and Clerical Employees
 - Lifestyle Officers and Lifestyle Coordinators
 - Maintenance Employees
 - General Services Employees
 - Care Companion
-

Level 2

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative roles:

- Cleaners, Laundry Attendants, Kitchen Hands, Dining Service Champions, General Services Employees, Care Companion, Personal Care Worker Grade 1

Level 3

An Employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical Employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative roles:

- Unqualified maintenance Employees, general administration or clerical roles, unqualified Lifestyle Officers, unqualified Cooks, Care Companion, Personal Care Worker Grade 2

Level 4

An Employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal Care Worker, holds a relevant Certificate III qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative roles:

- Qualified maintenance Employees, trade qualified Cook, Senior clerical and administrative Employees, qualified Lifestyle Officers, Gardener (trade or TAFE Certificate III or above), Personal Care Worker Grade 3.

Level 5

An Employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative roles:

- Qualified Chef, Personal Care Worker Grade 4.

Level 6

An Employee at this level:

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

Indicative roles:

- Senior Chef, advanced maintenance tradesperson, advanced Gardener.

Level 7

An Employee at this level:

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

Indicative roles:

- Clerical Supervisor, Gardener Superintendent, General Services Supervisor, Chef / Food Services Supervisor, Personal Care Worker Grade 5.

Registered Nurses

Registered nurse—level 1 (RN1)

An Employee at this level performs their duties:

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

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

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

Registered nurse—level 2 (RN2)

An Employee at this level:

- holds any other qualification required for working in the Employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this clause on a continuing basis.

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

In addition to the duties of an RN1, an Employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

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

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;

- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered nurse—level 3 (RN3)

An Employee at this level:

- holds any other qualification required for working in the Employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when that the Employee is required to perform the duties detailed in this clause on a continuing basis.

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

In addition to the duties of an RN2, an Employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

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

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;

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

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse—level 4 (RN4)

An Employee at this level:

- holds any other qualification required for working in the Employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this clause on a continuing basis.

An Employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN3, an Employee at this level will perform the following duties:

Duties of an Assistant director of nursing (clinical) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

Duties of an Assistant director of nursing (management) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an Assistant director of nursing (education) will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered nurse level 5—(RN5)

An Employee at this level:

- holds any other qualification required for working in the Employee's particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the Employee is required to perform the duties detailed in this clause on a continuing basis.

An Employee at this level may also be known as a Director of nursing.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN4, an Employee at this level will perform the following duties:

- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through

consultation with staff and in accordance with the directions of the Board of Directors of the health unit;

- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Enrolled Nurses

Enrolled nurse—pay point 1

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

An Employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

- The Employee has limited or no practical experience of current situations; and
- The Employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled nurse—pay point 2

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

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

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

- The Employee is required to demonstrate some of the following in the performance of their work:
- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

Enrolled nurse—pay point 3

- Pay point 3 refers to the pay point to which an EN has been appointed.
- An Employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

- The Employee is required to demonstrate some of the following in the performance of their work:
- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled nurse—pay point 4

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

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

- The Employee is required to demonstrate some of the following in the performance of their work:
 - speed and flexibility in accurate decision making;
 - organisation of own workload and ability to set own priorities with minimal direct supervision;
 - observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
 - communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled nurse—pay point 5

- Pay point 5 refers to the pay point to which an EN has been appointed.
- An Employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

Skill indicators

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

SCHEDULE B - Rates of Pay

Aged Care Stream - General	
Classification	Current Rate
Level 2	\$23.67
Level 3	\$24.57
Level 4	\$24.86
Level 5	\$25.70
Level 6	\$27.08
Level 7	\$27.57

Aged Care Stream – Personal Care Worker, Head Chef, Lifestyle Assistant	
Classification	Current Rate
Level 2	\$23.67
Level 3	\$24.57
Level 4	\$24.86
Level 5	\$25.70
Level 6	\$27.08
Level 7	\$27.57

Enrolled Nurse	
Classification	Current Rate
Pay point 1	\$25.32
Pay point 2	\$25.65
Pay point 3	\$25.99
Pay point 4	\$26.37
Pay point 5	\$26.63

Registered Nurse	
Classification	Current Rate
Level 1	
Pay point 1	\$27.08
Pay point 2	\$27.63
Pay point 3	\$28.31
Pay point 4	\$29.06
Pay point 5	\$29.95
Pay point 6	\$30.81
Pay point 7	\$31.70
Pay point 8 and thereafter	\$32.52
Level 2	
Pay Point 1	\$33.38
Pay Point 2	\$33.91
Pay Point 3	\$34.50
Pay Point 4 and thereafter	\$35.06

Level 3	
Pay point 1	\$36.19
Pay point 2	\$36.85
Pay point 3	\$37.48
Pay point 4 and thereafter	\$38.16
Level 4	
Grade 1	\$41.29
Grade 2	\$44.24
Grade 3	\$46.81
Level 5	
Grade 1	\$41.66
Grade 2	\$43.87
Grade 3	\$46.81
Grade 4	\$49.73
Grade 5	\$54.83
Grade 6	\$59.99

Allowances	
	Current Rate
Uniform allowance	\$1.23 per shift or \$6.24 per week whichever is the lesser
Laundry allowance	\$0.32 per shift or \$1.49 per week whichever is the lesser
On-call allowance	\$24.09 per 24-hour period or part thereof Monday to Friday \$36.29 per 24-hour period or part thereof Saturday \$42.34 per 24-hour period or part thereof Sunday, public holiday or non-rostered day.
Leading hand allowance	2 – 5 Employees = 2.67% of the Standard Rate Aged Care Stream 6 – 10 Employees = 3.81% of the Standard Rate Aged Care Stream 11 – 15 Employees = 4.81% of the Standard Rate Aged Care Stream 16 or more Employees = 5.88% of the Standard Rate Aged Care Stream
Nauseous work	0.05% of the Standard Rate Aged Care Stream
Tool allowance	\$12.55 per week
Buddy shift allowance	\$15.00 per shift
Qualification allowance	0.50% - Personal Care Workers who hold a relevant Cert IV 1.00% - Enrolled Nurses who hold a relevant undergraduate qualification 1.00% - Registered Nurses who hold a relevant postgraduate qualification, other than a Masters Degree 1.50% - Registered Nurses who hold a relevant Masters Degree

SCHEDULE C - Agreement to reduce break between shifts

Agreed Eight-hour break form

Where the Employee and the Employer mutually agree that the Employee will not be unduly fatigued and the Employee's professional competence will not be adversely affected by the reduction in the break between shifts, an Employee may agree to a break between shifts of not less than eight (8) hours.

Should you agree to this arrangement, please indicate in the space below:

I, _____ hereby agree to work rostered shifts that provide a minimum of eight (8) hours break between shifts in lieu of a 10-hour break.

I agree to this arrangement for the following period: _____

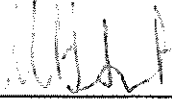
Signature

Date

Signatures

I am authorised to sign this Agreement on behalf of Rockpool RAC Pty Ltd

Signature:



Name:

Melissa Argent

Address:

56 Plaza Place, Carseldine 4034

Title:

CEO

Date:

17/07/23.

I am authorised to sign this Agreement as a nominated Employee bargaining representative.

Signature:



Name:

Samantha "Lucie" Van Strien

Address:

56 Plaza place, Carseldine 4034

Title:

Personal carer / Lifestyle Assistant

Date:

18 July 2023

In the Fair Work Commission

Matter No.: AG2023/2417

Applicant: Rockpool RAC Pty Ltd Enterprise Agreement 2023

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Cheryl Tether, Human Resources Business Partner Lead, Rockpool RAC Pty Ltd (RAC) give the following undertaking with respect to the *Rockpool RAC Pty Ltd Enterprise Agreement 2023 (Agreement)*, pursuant to:

- section 190 of the *Fair Work Act 2009* (Cth); and
- the authority RAC has given me to give this undertaking on its behalf.

**Saturday and Sunday Work
Nursing Stream**

Noting that clause 23.5 of the Agreement, as made, says, in error: [Emphasis added in underline]

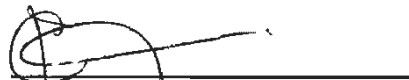
'For casual Employees, the rates set out in clause 23.4 will be in substitution for and not cumulative upon the casual loading prescribed in clause 12.25',

RAC gives the following undertaking:

- 1 RAC will read clause 23.5 of the Agreement as if it says:

'For casual Employees, the rates set out in clause 23.4 will be in substitution for and not cumulative upon the shift premiums prescribed in clause 25.2'.

so that affected casual employees receive casual loading.



Cheryl Tether
Human Resources Business Partner Lead
Rockpool RAC Pty Ltd

Date: 31 July 2023