



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Regis Aged Care Pty Ltd T/A Regis Aged Care
(AG2020/3069)

REGIS AGED CARE SUPPORT SERVICES STAFF, QUEENSLAND AGREEMENT 2018

Aged care industry

COMMISSIONER BOOTH

BRISBANE, 30 OCTOBER 2020

Application for approval of the Regis Aged Care Support Services Staff, Queensland Agreement 2018.

[1] An application has been made under s.185 of the *Fair Work Act 2009* (the Act) by Regis Aged Care Pty Ltd (the Applicant) for approval of the *Regis Aged Care Support Services Staff, Queensland Agreement 2018* (the Agreement). The Agreement is a single enterprise agreement.

[2] Mr Stephen Baker, Branch Secretary (Queensland) of the Australian Workers' Union (AWU), filed a Form F18 in this matter, advising that the AWU supports approval of the Agreement by the Commission, and providing notice under s.183 of the Act that it wants the Agreement to cover it.

[3] Ms Sharron Caddie, Executive Director of the United Workers Union (UWU), filed a Form F18 in this matter, advising that the UWU supports approval of the Agreement by the Commission, and providing notice under s.183 of the Act that it wants the Agreement to cover it.

[4] Correspondence was sent to the Applicant on 27 October 2020, raising certain concerns in relation to the Agreement and seeking responses and undertakings from the Applicant. The Applicant filed undertakings addressing the concerns raised on 28 October 2020. The AWU and UWU were provided with copies of the proposed undertakings.

[5] The matter was listed for eHearing at 10:00 am on 30 October 2020. Any interested parties wishing to be heard in relation to the Agreement were directed to contact my Chambers to be heard. On 29 October 2020, the UWU contacted my Chambers to advise that it did not wish to be heard and it was satisfied with the proposed undertakings. On the 29 October 2020, the AWU also contacted my Chambers to advise that it did not wish to be heard and it was satisfied with the proposed undertakings.

[6] The undertakings meet the requirements of s.190(3) of the Act and I have accepted them. As a result, the undertakings are then to be a term of the Agreement and are attached to this Decision as Attachment A.

[7] Subject to the matter raised at paragraph [6], I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval had been met.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 November 2020. The nominal expiry date is 31 December 2022.



COMMISSIONER

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Attachment A.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3069

Applicant:
Regis Aged Care Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- section 190

I, Dawn Griffiths, Acting Executive General Manager - People & Culture of Regis Aged Care Pty Ltd ("Regis"), have the authority given to me by Regis to give the following undertakings with respect to the *Regis Aged Care Support Services Staff, Queensland Agreement 2018* ("the Agreement"):

1. Regis undertakes to obtain consent in writing from Aged Care Employees or Home Support Workers to take time off in lieu of overtime ("TOIL"). If, on termination of employment an employee has not taken TOIL for overtime worked to which clause 18.4 applies, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime worked in accordance with clause 28.2 of the *Social, Community, Home Care and Disability Services Industry Award 2010* and clause 25.2 of the *Aged Care Award 2010*.
2. Regis undertakes that before commencing employment, the employer and a part time Home Support Worker will agree in writing the guaranteed minimum number of ordinary hours to be worked by the employee, the rostering arrangements, the days of the week to be worked as well as the start and finishing times in accordance with clause 10.3 of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Regis Aged Care Pty Ltd

Authority to sign: Dawn Griffiths, Acting Executive General Manager People & Culture

Signature:



Date: 28 October 2020

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 this agreement.

Regis Aged Care Support Services Staff Queensland Agreement 2018

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3 DEFINITIONS

3.1 For the purposes of the Agreement:

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

Adoption-related leave has the meaning given to it by the Act.

Agreement means this *Regis Aged Care Support Services Staff, Queensland Enterprise Agreement 2018*.

Birth-related leave has the meaning given to it by the Act.

Employee(s) means kitchen, laundry, maintenance, lifestyle, reception, gardening, home support & day therapy employees employed by the Employer in Queensland in positions falling within the scope of the classifications set out in Clause 10 of the Agreement and Appendix 2, 3 & 4 of the Agreement.

Employer means Regis Aged Care Pty Ltd ACN 125 223 645.

Family Violence has the meaning given to it by section 4AB of the *Family Law Act 1975* (Cth) and includes, by way of example physical, sexual, emotional, psychological or economic harm or restriction of financial, social or personal autonomy.

FWC means the Fair Work Commission as established under the Act.

Health Practitioner means a registered and practising health practitioner (e.g. General Practitioner or other doctor), Dentist, Chiropractor or Psychiatrist, but does not include a Physiotherapist.

Immediate Family means an Employee's spouse (including former, de facto and former de facto) or the child, parent, grandparent, grandchild or sibling of the Employee or their spouse.

Masonic Employees means an employee of Masonic Care who, following completion of the acquisition by Regis of the assets and land of Masonic Care at the Facilities, and subject to the requirements of section 311(2) of the Fair Work Act 2009, became an employee of Regis on 1 June 2016 or at any other time up to and including 31 August 2016.

Mutual Agreement, for the purpose of clause 15.5, means an agreement entered into freely and without duress between the Employer and an Employee. Should an Employee believe that they have been subject to any form of duress in reaching a Mutual Agreement then they can enact clause 14.8.

New Employees means Employees who are employed on a permanent basis following commencement of this Agreement or who were employed by the Employer as casual Employees prior to commencement of this Agreement and convert from casual to permanent employment following commencement of the Agreement.

National Employment Standards ("NES") means the legislated minimum standards as set out in the Act.

Ordinary Time Earnings has the same meaning as defined in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992*.

Ordinary time rate of pay means the hourly rates of pay set out in Appendix 1, Tables 1, 2 & 3 as adjusted according to clause 12, but excludes overtime, penalty rates, allowances, shift allowances, incentives, bonuses and any other ancillary payments of a like nature.

Shift Worker for the purpose of clause 28.1.1 (f) of this Agreement has the same meaning as it is given in the NES.

Superannuation Law means any requirement under the *Superannuation Industry (Supervision) Act 1993*, *Superannuation Industry (Supervision) Regulations 1994*, *Superannuation Guarantee (Administration) Act 1992*, *Superannuation Guarantee (Administration) Regulations 1993*, *Superannuation Guarantee Charge Act 1992*, and any other present or future legislation, regulations or ordinances which govern the imposition of the superannuation guarantee charge.

Union means The Australian Workers' Union and United Workers Union

3.2 In this Agreement:

- (a) a reference to a gender will include the other genders;
- (b) the singular shall include the plural and the plural shall include the singular;
- (c) "including" and similar words or expressions are not words of limitation; and
- (d) headings are for convenience only and do not form part of the Agreement.

4 HOW THIS AGREEMENT RELATES TO AWARDS AND OTHER AGREEMENTS

- 4.1 This Agreement represents a consolidation of the wages and conditions of employment that apply to the Employees.
- 4.2 This Agreement constitutes the entirety of the terms of agreement that exist between the parties and replaces any industrial instrument that may have previously applied to an Employee.

5 LENGTH OF THE AGREEMENT

- 5.1 This Agreement will commence operating from 7 days after it is approved by the FWC and shall have a nominal expiry date of 31 December 2022. After the nominal expiry date, the Agreement will continue to operate until it is replaced by a new enterprise agreement or terminated in accordance with the Act.

6 PARTIES TO THIS AGREEMENT

- 6.1 This Agreement is negotiated between and is intended to cover and bind:
 - (a) the Employer;
 - (b) the Employees; and

(c) the Union.

6.2 The Union has acted as a bargaining representative for Employees and will be covered by this Agreement if written notice is provided to the FWC in accordance with section 183 of the Act.

6.3 The Agreement does not apply to or cover General Managers, Regional Managers, Operations Managers, Facility Managers, Assistant Managers, Chef Managers, Office Managers, Office Coordinators, State Managers or any other state office employee employed by the Employer in Queensland.

7 IMPLEMENTATION OF CHANGE AND CONSULTATION BETWEEN PARTIES

7.1 Consultation between parties

- (a) The Employer and the Union are committed to working together to; improve productivity, business performance, and job satisfaction, quality of work/life balance and career development while providing the best possible care for residents.
- (b) The parties agree to talk to each other and co-operate with each other about workplace issues. Additionally it is agreed the parties commit to consulting with each other on significant issues such as closure of facilities and any redundancies. The consultation is to ensure the views of all parties are considered before any final decision is made. Further the Employer will ensure that all Employees impacted are fully informed of any such significant issues and the outcome as soon as practical.
- (c) Employees are encouraged to consult with management at a Facility level on all work related matters and where this proves ineffective this can be escalated according to the disputes resolution procedure of this Agreement.

7.2 Consultation regarding major workplace change

7.2.1 Employer to notify

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the Employees, the Employer must notify the Employees who may be affected by the proposed changes and where appropriate their representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required in the workforce; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) The Employer will provide all affected Employees with at least 28 days advance notice of any introduction of major changes, as referred to in this clause 7.2.1.

7.2.2 Employer to discuss change

- (a) The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 7.2.1 the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 7.2.1.
- (c) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

7.3 Consultation regarding changes to rosters or hours of work

7.3.1 Where the Employer proposes a change to an Employee's regular roster or ordinary hours of work, the Employer will:

- (a) notify the relevant Employee of the proposed change;
- (b) discuss the introduction of the change with the relevant Employee;
- (c) provide information to the relevant Employee about the proposed change (for example, information about the nature of the change to the relevant Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (d) invite the relevant Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (e) consider any views given by the relevant Employee about the impact of the change.

7.3.2 For the purposes of this clause 'relevant Employee' means any Employee who may be affected by a change referred to in clause 7.3.1

7.3.3 The requirements under clause 7.3 do not apply where an Employee has irregular, sporadic or unpredictable working hours.

7.3.4 An Employee may appoint a representative for the purposes of consultation under this clause 7.3.

8 SAVINGS AND NO EXTRA CLAIMS

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

8.2 The Union, the Employer and the Employees acknowledge and agree that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies

including all Union and Employer claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining period).

- 8.3 Except as otherwise indicated herein and subject to clause 49, this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement and they will not pursue any extra claims during the term of this Agreement.

9 COMPLIANCE WITH THE NATIONAL EMPLOYMENT STANDARDS

The terms of this Agreement are subject to compliance with the National Employment Standards. Should any term of this Agreement be less favourable to the Employees than the National Employment Standards, the National Employment Standards will prevail over the term of this Agreement to the extent that the term is less favourable.

10 RATES OF PAY, CLASSIFICATION STRUCTURE, PROGRESSION AND PREVIOUS EXPERIENCE

- 10.1 The rates of pay for Employees covered by this Agreement are set out in Appendix 1, Tables 1, 2 & 3 of this Agreement.

10.2 Classifications of employees

The classifications of employees covered by this Agreement are set in Appendix 1.

10.3 Progression within classification levels

10.3.1 Progression within classification levels – ex- Masonic Employees

- (a) Where an Employee remains at their substantive classification as at 1 June 2016, they shall progress to the next pay point within their classification upon completion of 1200 hours.

10.3.2 Progression within classification levels – Employees other than ex Masonic Employees

- (a) Subject to clauses 10.3.2(b) and 10.3.2(c), an Employee shall progress to the next pay point upon completion of the following:

| | |
|-----------------------|------------|
| From 1 Oct 2020 | 1400 hours |
| From 1 Oct 2021 | 1300 hours |
| From 31 December 2022 | 1200 hours |

- (b) If following the completion of a performance appraisal by a suitably qualified person on behalf of the Employer, the Employer has a specific concern about the performance of the Employee; the Employer will provide advice to the Employee of the specific concern and measures by which the Employee can address the specific concern.
- (c) In the event the Employer has a specific concern about an Employee's performance, as set out in clause 10.3.2 (b), the Employer may prevent the Employee from moving to the next pay point.
- (d) No Employee shall be prevented from moving to the next pay point for a period in excess of three calendar months.

11 PAYMENT OF SALARIES

Employees shall be paid the ordinary time rates of pay as set out here under clause 11.1 and corresponding to that Employee's classification in accordance with Appendix 2, 3 & 4.

11.1 Payment of Salaries

11.1.1 Salaries shall be paid during working hours on a weekday by electronic funds transfer not being more than five days following the end of the pay period provided that;

- (a) When a public holiday occurs on between the end of the pay period and the usual pay-day payment may be postponed by one day for each public holiday so occurring during that period but payment must still be made on a week day (the expression pay-day in this Clause includes the week day designated as a pay-day);
- (b) an Employee shall be supplied at the time of receiving his or her pay with a statement in writing in accordance with the Act and Fair Work Regulations 2009, as amended from time to time.

12 WAGE INCREASES

12.1 Timing of wage increases

12.1.1 The ordinary time rates of pay applicable at the commencement of this are set out in Appendix 1 Tables 1, 2 & 3 (as applicable to the Employee).

12.1.2 The Employees will be entitled to wage increases to operate on and from the first full pay period following 1 October 2020 and 1 October 2021 accordance with Appendix 1, Tables 1, 2 & 3 (as applicable to the Employee).

12.2 Minimum wage guarantee

Any further wage increases in addition to those set out in this Agreement shall be at the discretion of the Employer, unless the ordinary rates of pay fall below the applicable minimum rates of pay in the *Aged Care Award 2010* or the *Social, Home Care and Disability Services Industry Award 2010* (as applicable).

13 EMPLOYMENT STATUS

13.1 Contract at Time of Employment

13.1.1 All full-time and part-time Employees, at the time of engagement, shall be issued with a written statement clearly indicating their type of employment.

13.1.2 In the case of part-time Employees the statement shall include the minimum number of hours per fortnight that the Employee is required to work.

13.2 Full Time Employee

A full time Employee is an Employee engaged to work an average of 38 ordinary hours per week or 76 hours per fortnight.

13.3 Part Time Employee

- 13.3.1 A part time Employee is an Employee engaged to work less ordinary hours than those defined at clause 13.2 above for a full time Employee. The normal minimum is 16 hours per fortnight however; a minimum of 10 hours per fortnight may be enacted by mutual agreement for Employees employed at the commencement of this Agreement. New Employees must be offered a minimum of 16 hours per fortnight. Notwithstanding this, at their sole discretion Employees (including New Employees) have the option to elect to work a minimum of 10 hours per fortnight.
- 13.3.2 A part time Employee will receive the same terms and conditions paid on a pro rata basis to that of a full time Employee.
- 13.3.3 At the request of a part-time Employee, the ordinary hours worked by the part-time Employee may be reviewed annually. Where the part-time Employee is regularly working more than their minimum contracted ordinary hours (as set out in clause 13.3.1) then the Employee's ordinary contracted hours may be adjusted by the Employer, to reflect the hours regularly worked by the Employee.
- 13.3.4 Additional hours worked by a part time Employee in the following circumstances will not be incorporated into any adjustment of the part time Employee's ordinary hours in accordance with clause 13.3.3:
- (a) an increase in hours of work as a direct result of the Employee working additional hours to cover the absence of another Employee who is absent on leave, such as for example, annual leave, long service leave, parental leave, or workers compensation; and/or
 - (b) a temporary increase in hours due to extraordinary circumstances, for example, to meet the specific needs of a resident or client over a particular period.
- 13.3.5 Any adjustment to a part time Employee's contracted hours resulting from a review undertaken in accordance with subclauses 13.3.3 and 13.3.4 should, however, be reflective of and is subject to the roster cycles and shift configurations utilised at the workplace.

13.4 Casual Employees

- 13.4.1 A casual Employee is an Employee who is rostered as and when required and has no guarantee of ongoing or continued work.
- 13.4.2 A casual Employee will be paid a loading of 25% in addition to their applicable ordinary time rate of pay.
- 13.4.3 Where a casual Employee is employed on a shift that attracts penalties, weekend or other loadings as set out in this Agreement, these penalties and loadings will be calculated on the ordinary time rate of pay (exclusive of casual loading). Penalty rates and shift allowances shall be calculated separately on the ordinary time rate of pay and then added together. One rate shall not be compounded by the other. Once the loaded rate is calculated, the casual loading (calculated on the ordinary time rate of pay) will be applied.
- 13.4.4 A casual Employee may give 1 hour's notice or be given 1 hour's notice of termination of employment.
- 13.4.5 In addition, a casual Employee shall be entitled to receive the allowances prescribed herein.

13.4.6 The clauses of this Agreement pertaining to annual leave, paid personal leave, long service leave, and termination of employment, shall not apply to casual Employees. However, casual Employees will be entitled to long service leave in accordance with the *Industrial Relations Act 2016* or such other legislation as may govern entitlements to long service leave in the State of Queensland.

13.4.7 Casual Employees will be entitled to unpaid compassionate leave in accordance with clause 31.

13.4.8 **Casual Conversion**

- (a) Where a casual Employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as parental leave, long service leave, workers compensation and extended personal leave), either the Employer or Employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.
- (b) The Employer will apply the following as if they were terms of the Agreement:
 - (i) Clause 10.5 of the *Aged Care Award 2010*, to all Aged Care Employees, and
 - (ii) Clause 10.5 of the *Social, Community, Home Care and Disability Services Award 2010*, to all Home Support & Day Therapy Workers.

13.5 **Fixed Term Employees**

13.5.1 A fixed term Employee is one who is employed for a specific purpose or specific period.

13.5.2 If the Employee is engaged pursuant to this clause and then re-engaged within 12 weeks of the end of their fixed term of employment, the Employee shall be deemed to have originally been employed under clause 13.2 or 0 herein provided that any period between the end of the original engagement and the commencement of the re-engagement shall not count towards the Employee's period of service.

14 **HOURS OF WORK**

14.1 Ordinary hours of work shall be arranged by the Employer to meet the operational requirements of the business, but shall not exceed:

- (a) an average of 76 in a fortnight; or
- (b) by agreement between the Employer and the Employees concerned an average of 152 in a four week cycle.

14.2 **Span of hours**

14.2.1 The ordinary hours of work for a day worker will be worked between 6-00 am and 6-00 pm Monday to Friday.

14.2.2 A shift worker is an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker being 6-00 am to 6-00 pm.

14.3 Breaks Between Shifts

The normal break between shifts shall be 10 hours however by mutual agreement a minimum break of 8 hours between ordinary rostered shifts, other than broken shifts, on successive days can apply.

14.4 Days Off in a Roster Cycle

Employees shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty. Such rostered days off shall where practical include from midnight to midnight and should provide one of the following combinations (per fortnight):

- (a) two periods comprising two (2) days each,
- (b) three (3) consecutive days and one (1) stand-alone day,
- (c) one period of 4 consecutive days;

provided that any one of these combinations may be amended to two (2) single days each week by mutual agreement.

14.5 Minimum Hours per Shift

14.5.1 Subject to clause 14.5.2, the minimum number of ordinary hours per shift is four hours for fulltime Aged Care Employees or three hours for all part time and casual Employees in all other classifications (including all part time Aged Care Employees).

14.5.2 Where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, the minimum number of hours will be one (1) per occasion.

14.6 Maximum Hours per Shift

The normal rostered shifts will be 8 hours however by mutual agreement the maximum ordinary hours per shift will be 10. Any hours worked beyond 10 hours in any one shift shall be paid at overtime rates of pay where there is mutual agreement to extend the shift to 10 ordinary hours.

14.7 Broken Shifts (Support Services/Aged Care Staff & Home Support Workers)

14.7.1 A broken shift means a shift worked by an Employee that includes breaks (other than a meal break) as set out in this clause 14.7 totalling not more than four hours and where the span of hours is not more than 12 hours.

14.7.2 Broken shifts must only be worked where there is mutual agreement between the Employer and the Employee.

14.7.3 The maximum spread of hours for a broken shift is 12 hours. All work performed beyond the maximum spread of 12 hours for a broken shift will be paid at double time.

14.7.4 An Employee must receive a minimum break of 10 hours between the broken shift and the next ordinary rostered shift.

14.8 Review of application of Hours of Work

The parties agree that for the life of this Agreement the Union can seek information, data and meetings with the Employer's State Representative to discuss the implementation and workings of this clause to ensure additional hours are by mutual agreement and no duress has been applied.

14.9 Additional Accrued Days Off (ADOs)

- (a) Any hours accrued as ADOs prior to the commencement of this Agreement will remain in the Employee's leave balance until taken at a time mutually agreed between the Employee and the Employer.
- (b) A system of ADOs may operate for full time Employees by agreement between the Employer and Employee(s) concerned.
 - (i) Full time Employees working in accordance with the ADO system will be required to work an average of 152 ordinary hours in a 4 week cycle with time off accruing toward one additional day off per 4 week cycle.
 - (ii) Employees receiving ADOs will be paid on a fortnightly basis a wage calculated by multiplying the ordinary hourly rate by 76.
 - (iii) ADOs shall otherwise be taken at a time or times agreed between the Employer and the Employee.
- (c) A system of ADOs shall not apply to part-time or casual Employees.
- (d) The Employer may review the ADO system at any time and where it is found to be adversely affecting the operations of the business the Employer and Employee can mutually agree to the cessation of the ADO or an alternate method to the ADO subject to 4 weeks' notice in writing. At the cessation of the ADO system, the Employee will be paid all ADOs accrued at that time. ADOs shall be paid at ordinary time rate of pay.

14.10 Cashing in and payment on termination

- (a) An Employee may at any time, by written agreement with the Employer, be paid for any or all of the ADOs standing to the Employee's credit in lieu of taking the time off. ADOs shall be paid at the ordinary time rate of pay.
- (b) An Employee shall be paid at their ordinary time rate of pay for any untaken ADOs on termination of their employment.
- (c) Payment under this subclause shall be on an 'hour for hour' basis.

14.11 Education and Training

- (a) All Employees have the responsibility to maintain and upgrade their skills commensurate with the requirements of their position and the Employer's policy on mandatory training.
- (b) Every Employee must attend in-service training and/or undertake e-Learning modules required to meet the Employer's annual statutory responsibilities including but not limited

to: fire and emergency training, manual handling training, food safety and infection control training.

- (c) The Employer commits, where requested, to enable Employees to undertake e-learning modules in work time. However, if the Employee elects to complete the modules at home, they will be paid for one hour of their ordinary rate of pay for successful completion of each module.
- (d) Where the Employee is required to attend compulsory training on site other than during the course of a rostered shift, the minimum payment shall be the length of the training or one hour at the Employee's ordinary time rate of pay whichever is the greater. Should an Employee's fortnightly hours exceed 76 hours as a result of the training the Employee will be paid overtime.
- (e) The Employer shall provide Employees with two (2) weeks' notice of the requirement to attend training. Should an Employee not participate in such training and after being given two (2) weeks formal notice that they must attend training, the Employee may be removed from their existing roster pattern on a without pay basis until such time as this training is complete.

15 ROSTERS

- 15.1 Rostering is subject to the operational and service delivery needs of each of the Employer's facilities. In the event of changed operational and service delivery needs the Employer has the right to reduce the working hours of part time Employees provided that the proper notice of 3 weeks, as set out in clause 15.2 is given.
- 15.2 The Employer must provide 3 weeks' notice to all part time Employees of any reduction in working hours.
- 15.3 The Employer will attempt to post a fortnightly roster within 14 days and not less than 10 days prior to the commencement of each roster period.
- 15.4 In cases of emergency, changes may be made to the roster within 48 hours prior to the rostered shifts. In such cases the Employer will contact the Employee immediately after the necessity arises prior to making the roster change. Employees shall not be financially disadvantaged if the Employer is unable to make contact with the Employee.
- 15.5 Where there is Mutual Agreement, changes may be made to the roster at any time, including but not limited to, working additional hours or shifts. Any additional ordinary hours of work requested by the Employee will be paid at the ordinary time rate of pay.
- 15.6 If there is an issue arising individually or collectively regarding the roster the Employee/s are encouraged to raise the issue at the workplace level.

16 MEAL BREAKS AND REST PAUSES

16.1 Meal Breaks

- (a) Where an Employee is rostered to work greater than 5 hours, the Employee will be entitled to an unpaid meal break of at least 30 minutes.

- (b) The meal break shall occur between the third and fifth hour of work unless an alternate time has been mutually agreed between the Employer and Employee.
- (c) Where an Employee is required to remain on premises or be available during their meal break, the meal break shall be paid at ordinary time and be counted as time worked.
- (d) Any paid meal breaks must be authorised by the Facility Manager or their equivalent.
- (e) Where an Employee is required to work during a meal break and continuously thereafter they shall be paid at the rate of double their ordinary time rate of pay until released from duty for a meal break.
- (f) Where shifts of 6 hours or less duration are worked, the Employee may request (and at the discretion of the Employer), in lieu of meal break and crib time provisions, finish the shift 30 minutes earlier.

16.2 Meals Provided

An Employee who is called upon to continue work after the usual ceasing time shall be supplied with a reasonable meal at the Employer's expense. Should the Employer not be able to supply a reasonable meal an allowance of \$12.48 in lieu thereof will be paid, after more than 2 hours or after more than 1 hour if overtime continues beyond 6.00pm in addition to payment for the time worked.

16.3 Rest Pauses

- (a) Employees will be entitled to a rest pause of 10 minutes duration within each period of 4 ordinary hours of work at a time to be agreed between the Employer and the Employee.
- (b) Where an Employee works a shift of greater than 8 hours, by mutual agreement the Employer and the Employee may decide to combine two rest pauses into one 20 minute rest pause.
- (c) Rest pauses will be counted as time worked.

17 HIGHER GRADE DUTIES

17.1 Where an Employee is required to perform higher duties above the classification in which they are ordinarily employed in any one day or shift, the Employee will be paid at the higher ordinary time rate of pay for:

- (a) The period of time that they work where the Employee works two hours or less; or
- (b) A full day or shift where the time worked by the Employee exceeds two hours.

17.2 Higher grade duties must be authorised by the relevant authorised management representative prior to being worked.

18 OVERTIME

18.1 Overtime will only be paid if, before starting overtime, the overtime has been approved by the Employer's authorised management representative.

18.2 Overtime will be paid at the following rates:

- (a) Monday-Friday: time and one half of the Employee's ordinary time rate of pay for the first two hours and double time thereafter.
- (b) Saturday and Sunday: double time.
- (c) Public Holidays: double time and a half.

18.3 Overtime is paid for work in excess of, or outside of:

- (a) 76 hours per fortnight;
- (b) The Span of Hours (as outlined in Clause 14.2) for a Day Worker;
- (c) 8 hours per day or where by mutual agreement the maximum ordinary hours per shift has been agreed to be 10 hours per day;
- (d) Rostered hours for a Part Time Employee (where there has not been mutual agreement to extend these hours). Where there is mutual agreement to extend the hours of a Part Time Employee, overtime penalty rates will still apply for work in the circumstances set out in 18.3(a), 18.3(b) and 18.3(c).

18.4 The Employer and an Employee may agree to accrue time off in lieu rather than be paid overtime. Time off in lieu will be credited to the Employee's leave balance at the rate of one hour off for each overtime hour worked on the following basis:

- (a) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.
- (b) Were it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) An Employee cannot be compelled to take time off instead of overtime.

18.5 Rest period after overtime:

The provisions with respect to a 10 hour rest period after overtime at clause 25.1 (c) of the *Aged Care Award 2010* and at clause 28.3 (a) & (b) of the *Social, Community, Home Care and Disability Services Award 2010* will apply to this Agreement.

19 SHIFT PENALTIES AND ALLOWANCES

19.1 Aged Care Employees whose ordinary shift commences at or after 10am and before 12 noon, the Employee will be paid an allowance of 10% in addition to their ordinary rate of pay.

19.2 Where an Employee's ordinary shift commences at or after 12 noon (**afternoon shift**), the Employee will be paid an allowance of 12.5% in addition to their ordinary time rate of pay.

19.3 Where an Employee's ordinary shift commences on or after 6.00pm or before 7.30am the following day, the major portion of which is worked between 6.00pm and 7.30am, the Employee will be paid an allowance of 15% for each shift of ordinary hours.

20 WEEKEND PENALTIES

20.1 Saturday Shift Penalty

All ordinary hours worked between midnight Friday and midnight Saturday will be paid at the rate of time and one half of the ordinary rate of pay.

20.2 Sunday Shift Penalty

All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the rate of one and three quarter times the ordinary rate of pay.

21 CALCULATION OF PENALTIES

Where an Employee works hours which would entitle the Employee to payment of more than one of the penalties payable in accordance with:

- (a) Clause 18 - Overtime,
- (b) Clause 19 - Shift Penalties;
- (c) Clause 20 - Weekend Penalties, and
- (d) Clause 32 – Public Holidays,

only the highest of any such penalty shall be payable, except in the case of casuals who shall be paid in accordance with Clause 13.4 - Casual Employees.

22 UNIFORM POLICY

The Employer will provide Employees with the Employer's uniform and it is compulsory for all Employees covered by this Agreement to wear the Employer's uniform.

23 LAUNDRY ALLOWANCE

From the commencement of the Agreement all Employees will be entitled to a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount. This allowance is not payable while an Employee is on a period of annual leave.

24 NAUSEOUS LINEN HANDLING ALLOWANCE – LAUNDRY HAND

A Laundry Hand shall be paid an allowance of 43 cents per hour or part thereof in addition to the rates prescribed in this Agreement for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers.

25 VEHICLE ALLOWANCE

Where an Employee is required to provide her/his own transport in connection with her/his duties, she/he shall be paid an allowance of \$0.78 cents per kilometre.

26 TOOL ALLOWANCE, LEADING HAND & FIRST AID ALLOWANCE

The Employees are not required to work in circumstances where they would qualify for a tool allowance, leading hand or first aid allowance provided by clause 15 of the *Aged Care Award 2010*.

27 HOME SUPPORT WORKERS SPECIFIC TERMS & CONDITIONS OF EMPLOYMENT

27.1 Application of this clause

The entitlements provided in this Clause apply to Home Support Workers to the exclusion of any inconsistent entitlements provided for elsewhere in this Agreement.

27.2 Spread of Hours

- (a) The spread of hours for Home Support Workers will be between the hours of 6.00am to 8.00pm, Monday to Sunday (**spread of hours**).
- (b) Where an Employee works after 8.00pm and before 6.00am Monday to Friday the Employee will be paid a 20% loading on the ordinary time rate of pay.

27.3 Client cancellation

Where a client cancels or changes their rostered home care service, an Employee will be provided with notice of a change in roster by 5.00pm the day prior and in such circumstances no payment will be made to the Employee. If a full-time or part-time Employee does not receive such notice, the Employee will be entitled to receive payment for their minimum specified hours on the day they were rostered, but not required to work.

The Employer may direct an Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Employer's business providing the Employee has the skill and competence to perform the work.

27.4 Sleepovers

- (a) A **Sleepover** is a period of time where the Employer requires an Employee to be based at the premises where a client is based (which may be a client's home or respite care) and provide both an active and inactive service to the client, but is not a 24 hour home care shift pursuant to clause 27.5.
- (b) An Employee can be based in a client's home for a sleepover period of up to 8 hours (10.00pm to 6.00am).
- (c) Where an Employee is rostered to work a Sleepover, the Employee will be paid a Sleepover Shift Allowance of \$100.00 (**Sleepover Allowance**), which incorporates up to two active and eight inactive hours. Where an Employee works in excess of two active hours, the Employee will be paid at overtime rates of pay for time worked.
- (d) The Sleepover Allowance will be increased in line with the percentage % wage increases outlined in the Agreement.
- (e) An Employee will be rostered for a Sleepover in accordance with the roster provisions of this Agreement.
- (f) The span for a Sleepover will be a continuous period of 8 hours.

- (g) Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee works a Sleepover shift.
- (h) Overtime worked on Sleepover shifts will be paid in accordance with the following table:

| Day | First two hours | Thereafter |
|--------------------|------------------------|------------------------|
| Monday to Saturday | Time and a half | Double time |
| Sunday | Double time | Double time |
| Public holidays | Double time and a half | Double time and a half |

- (i) The Employer may roster an Employee to perform work immediately before and/or immediately after a Sleepover. Where the Employee is rostered to perform work in such circumstances, the Employee will be rostered or paid for at least four hours' work for at least one of these periods of work.

27.5 24 hour care

- (a) A **24 hour care shift** requires an Employee to be available for duty in a client's home for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. During this period, the Employee is required to provide a total of no more than eight hours care.
- (b) An Employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the Employee.
- (c) An Employee engaged on a 24 hour care shift will be paid 8 hours' work at 155% of their applicable ordinary rate of pay for each 24 hour period.

27.6 Travel for Work

27.6.1 Travel allowance:

Subject to clause 27.7(b), an allowance of \$0.78 cents per kilometre will be paid to an Employee who is required to use his or her own motor vehicle in the following circumstances:

- (a) in the performance of the Employee's duties specified in the Employer's care plan for a client; and
- (b) for travel from one client to the next. For the avoidance of doubt, the allowance is not paid for travel to the first client or home from the last client each day.

27.7 Record keeping and claiming travel allowance

- (a) An Employee seeking payment of the travel allowance must maintain a signed log presented to the Home Care Manager recording the date, time, distances and reasons for the travel.

- (b) An Employee's log maintained in accordance with clause 27.6 (a) must be provided to the Employer upon request.
- (c) An Employee must make claims for the travel allowance set out in clause 27.6.1 on his or her fortnightly time sheet.

27.8 Arrangements for working hours

- (a) An Employee is paid for the time spent travelling between places of work during their rostered hours of work. This is usually factored into the Employee's roster as a "block period" between the scheduled provision of client services.
- (b) An Employee commences work each day on arrival at the first rostered place of work and finishes work on departure from the last rostered place of work for the day.
- (c) Places of work shall include locations at which the Employee attends rostered meetings, training or provides services to clients. This may include having a meal break with a client, which qualifies as a paid meal break under clause 16.
- (d) All travel time during ordinary work hours between clients premises shall be paid on the basis of the actual time travelled via the log book referred to at clause 27.7. This actual travel time will be rounded down to the nearest five (5) minute increment.

27.9 Vehicle Interior Cleaning

- (a) The Employer recognises that home carers should not be disadvantaged by having their personal vehicle soiled or made foul as the result of the involuntary actions of a client of the Employer, whilst transporting that client as part of a care plan activity.
- (b) Where as a result of a client's involuntary actions, primarily unintentional bodily functions, an Employee's vehicle is soiled or made foul the Employee is to file an incident report outlining the details.
- (c) The Employer will arrange the cleaning of the Employee's vehicle to avoid the necessity of the Employee incurring costs upfront and having to seek reimbursement from the Employer via the provision of receipts.
- (d) To avoid any doubt this clause is not intended to cover any panel damages, windscreen chips/cracks or any other damage beyond interior cleaning.

27.10 Minimum hours of work

27.10.1 The minimum number of ordinary hours per shift will be three except where the Employee is required to attend compulsory paid training or a compulsory meeting on a rostered day off as required by the Employer in which case the minimum number of hours will be 1 per occasion.

27.11 Weekend shift penalties

27.11.1 All ordinary hours worked between midnight Friday and midnight Saturday will be paid at 150% the ordinary time rate of pay.

27.11.2 All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the rate of 200% of the ordinary time rate of pay.

27.12 Other Allowances

27.12.1 Home Support Workers will not be required to work in circumstances where they would qualify for a uniform; dirty work; first aid; telephone; heat; board & lodging; and on-call allowances provided by clause 20 of the Social, Community, Home Care and Disability Services Award 2010.

28 ANNUAL LEAVE

28.1 The following annual leave provisions shall apply to permanent Employees on or after the commencement date of this Agreement.

28.1.1 Accrual

The following entitlements to annual leave apply:

- (a) Full time Employees (Support Services/Aged Care, Home Support & Therapy Assistants) are entitled to four weeks of paid annual leave for each year of service with the Employer.
- (b) Full time Employees (Home Support Workers & Therapy Assistants) employed prior to 1 July 2020 are entitled to five weeks of paid annual leave for each year of service with the Employer.
- (c) Part time Employees are entitled to annual leave calculated as a pro rata amount of the full time entitlement set out in clause 28.1.1(a), calculated according to their ordinary hours of work.
- (d) A full-time Employee shift worker, (Support Services/Aged Care, Home Support & Therapy Assistants) is entitled to five (5) weeks annual leave for each year of service with the Employer (pro-rata for part-time Employees).
- (e) A full-time Employee shift worker, (Home Support Workers & Therapy Assistants) employed prior to 1 July 2020 is entitled to six (6) weeks annual leave for each year of service with the Employer (pro-rata for part-time Employees).
- (f) For the purposes of this clause, a 'shift worker' is defined as:
 - (i) an Employee who regularly works for more than four (4) ordinary hours on ten (10) or more weekends over a 12 month period; and /or
 - (ii) an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a day worker being 6.00am to 6.00pm Monday to Friday (Aged Care Employees) or 6.00am to 8.00pm Monday to Friday (Home Support Workers).
 - (iii) For purposes of clause 28.1.1(c) (i) a 'weekend' means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

28.1.2 Taking leave

- (a) Annual leave shall be taken at a time agreed between the Employer and Employee and which meets the needs of the business.
- (b) Unless otherwise agreed between the Employer and Employee, at least 4 weeks' notice prior to the time the annual leave is to commence will be given.

- (c) All annual leave shall be taken at a time to suit the operations of the aged care facility, but in exercising its discretion the administration shall give consideration to the preferences and circumstances of the Employee.
- (d) By agreement of the Employer, annual leave may be taken in advance of it having accrued. In such a case the advance payment for leave granted in advance shall be offset against any future accrual or against any monies otherwise payable to the Employee on termination of employment.

28.1.3 Rate of pay and Leave Loading

Employees will be paid their ordinary time rate of pay during a period of annual leave and in addition, either:

- (a) Annual leave loading of 17.5% of the Employee's ordinary time rate of pay. The 17.5% shall relate to 4 weeks for those Employees entitled to 4 weeks annual leave as set out in Clause 28.1.1(a) or 5 weeks for those Employees entitled to 5 weeks annual leave as set out in Clause 28.1.1(c) (as the case may be); or
 - (b) The shift and weekend penalties the Employee would have received had they not been on annual leave;
- whichever is the greater.

28.1.4 Cashing out of Annual Leave

An Employee may cash out an amount of annual leave credited to the Employee (in lieu of taking the amount of annual leave) subject to the following:

- (a) each cashing out of an amount of annual leave must be by a separate written agreement between the Employer and Employee;
- (b) the Employee must be paid what they would have received had the Employee taken the period of annual leave foregone;
- (c) not more than 2 weeks accrued annual leave may be 'cashed out' in any 12 month period; and
- (d) after cashing out the period of annual leave the Employee has an annual leave balance of at least 152 hours (or 4 weeks pro-rata for a part-time Employee) annual leave remaining.

28.1.5 Direction to take annual leave

An Employee may be directed to take annual leave upon 4 weeks notice where:

- (a) the Employer shuts down the part of the business in which the Employee works (for example over the Christmas/New Year period); and/or
- (b) the Employee has an "excessive leave accrual" being:
 - (i) more than 8 weeks paid annual leave (or 10 weeks paid annual leave for a shift worker, as defined by clause 28.2(a) of the *Aged Care Award*) for an employee covered by the *Aged Care Award 2010*;

- (ii) more than 8 weeks paid annual leave (or 10 weeks paid annual leave for a shift worker, as defined by clause 31.2 of the *Social, Community, Home Care and Disability Services Industry Award*) for an employee covered by the *Social, Community, Home Care and Disability Services Industry Award 2010*.

29 LONG SERVICE LEAVE

- 29.1 From 17 May 2012, all permanent Employees shall have the following entitlement to long service leave:
- (a) On the completion by the Employee of 10 years continuous service – 10 weeks long service leave and thereafter an additional one week’s long service leave on the completion of each additional one year of continuous service.
 - (b) In the case of an Employee who has completed at least seven years continuous service, but less than 10 years continuous service, such amount of long service leave as equals one week’s long service leave for every completed year of continuous service.
 - (c) After completing 7 years continuous service with the Employer Employees:
 - (i) will be able to take long service leave; and
 - (ii) will be paid out their pro rata long service leave entitlement on termination of employment.
- 29.2 Employees who accrued long service leave in accordance with the *Industrial Relations Act 2016* (Qld) at the rate of 8.6667 weeks after 10 years of continuous service (0.86667 weeks per year of service) prior to 17 May 2012, will have that accrual rate of 0.86667 weeks per year of service preserved for that period of employment under those arrangements.
- 29.3 All other terms relating to the accrual and taking of long service leave will be in accordance with the *Industrial Relations Act 2016* (Qld) and the Employer’s policies and procedures, as amended from time to time.

30 PERSONAL LEAVE

30.1 General

Permanent Employees are entitled to paid personal leave in the event of their illness or injury (**sick leave**) or to provide care or support to a member of the Employee’s Immediate Family or household in the event of their illness or injury or in case of an unexpected emergency affecting them (**carer’s leave**).

30.2 Paid/Unpaid Personal Leave

The provisions of this clause 30 apply to full-time and part-time Employees with the exception of subclause 30.2.2, Unpaid Carer’s Leave, which shall also apply to casual Employees.

- 30.2.1 Full time Employees are entitled to 10 days’ paid personal leave for each year of service with the Employer (pro rata for part time Employees). Personal leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accumulates from year to year.

30.2.2 Permanent Employees who have exhausted all paid personal leave entitlements and casual Employees are entitled to 2 days unpaid carer's leave in the event of illness or injury of, or an unexpected emergency affecting, an Immediate Family member or member of the Employee's household. For each such occasion, the Employee shall take the unpaid carer's leave as either:

- (a) a single, unbroken, period of up to 2 days; or
- (b) any separate periods to which the Employer and Employee agree.

30.3 Evidence supporting a claim for Personal Leave

In the event an Employee takes personal leave, they are required to provide the following evidence in support of their absence:

- 30.3.1 Where an Employee takes up to three single day absences per year they are not required to provide any documentary evidence.
- 30.3.2 Where an Employee takes between four and six single day absences per year the Employee is required to provide the Employer with a statutory declaration or a medical certificate from a Health Practitioner for each absence.
- 30.3.3 Where an Employee takes in excess of six single day absences per year the Employee must provide the Employer with a medical certificate from a Health Practitioner.
- 30.3.4 Where an Employee is absent for two or more consecutive days the Employee is required to provide the Employer with a medical certificate from a Health Practitioner.
- 30.3.5 Employees are required to take all reasonable steps to advise the Employer of their absence from duty as soon as practicable. Ideally, and to the extent reasonably practicable, this notice should be at least two hours before the time the Employee is rostered to commence duty on the day of their absence.

31 COMPASSIONATE LEAVE

- 31.1 Employees are entitled to up to 2 days compassionate leave (whether taken together or separately) for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 31.2 An Employee will only be granted compassionate leave if the Employee provides the Employer with reasonable evidence, such as a medical certificate, stating that the condition is life threatening or there is a death.
- 31.3 Permanent Employees are entitled to be paid at the ordinary time rate of pay for compassionate leave taken under clause 31.1. Casual Employees are not entitled to be paid for compassionate leave.

31.4 An Employee may make application for additional unpaid compassionate leave.

32 PUBLIC HOLIDAYS

32.1 All work performed by any Employee on the following gazetted public holidays:

- (a) New Year's Day (1 January)
- (b) Australia Day (26 January)
- (c) Labour Day (however so titled)
- (d) Good Friday
- (e) Easter Saturday
- (f) Easter Sunday
- (g) Easter Monday
- (h) Anzac Day (25 April)
- (i) Queen's Birthday (however so titled)
- (j) Show Day (Gazetted appointed day in relation to annual agriculture, horticulture or industrial show).
- (k) Christmas Day (25 December)
- (l) Boxing Day (26 December); and
- (m) Any other day declared by or under a law of Queensland to be observed generally within the State, or the region of Queensland in which the Employer operates the facility in which an Employee works, as a public holiday by people who work in that State or region;

will be paid at the rate of double time and half the Employee's ordinary time rate of pay.

Employees required to work on a public holiday which is not the gazetted public holiday will be paid at the applicable rate of pay for the day on which the public holiday falls.

Example

Anzac Day falls on a Sunday, but Monday is the gazetted public holiday. An Employee who works on Anzac Day on the Sunday will be paid at the applicable Sunday rate of pay. An Employee who works on the gazetted Anzac Day holiday on Monday will be paid at two and a half times their ordinary time rate of pay.

- (a) A full-time or part-time Employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the regularly rostered hours which would otherwise have been worked on that day.

- (b) Should a public holiday occur on a full time or part-time Employee's period of annual leave, and the Employee would have been required to work on that day but for being on a period of annual leave, the Employee is to have another day added to their annual leave.

32.2 Public holidays occurring on rostered days off

- (a) All full-time Employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday Employees.
- (b) All part-time Employees will be paid on the same basis as full-time Employees for all public holidays on which the Employee would have otherwise worked on a proportionate basis calculated on their ordinary hours of work.

32.3 Accrued days off on public holidays

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

33 PARENTAL LEAVE

33.1 Employees eligible for unpaid parental leave in accordance with Act, and who during their period of unpaid parental leave have primary responsibility for the care of their child, shall be entitled to six weeks paid leave at their ordinary rate of pay (excluding shift penalties) on the occasion of each birth or adoption event. This entitlement is in addition to any other entitlement provided by the Commonwealth Government.

33.2 Employees are entitled to parental leave in accordance with the Act and the terms of the Regis Parental Leave Policy. However, the terms of the Regis Parental Leave Policy do not form part of this Agreement.

33.3 An Employee may request a copy of the relevant parental leave provisions and the Regis Parental Leave Policy at any time from their Facility/Clinical Manager.

33.4 The Employer shall advise Employees entitled to parental leave of their entitlement to parental leave and the notification requirements under the Act for the taking of such leave.

33.5 Right to request

33.5.1 An Employee entitled to parental leave pursuant to the provisions of clause 33 may request that the Employer allow the Employee to:

- (a) extend the simultaneous unpaid parental leave period under the Act up to a maximum of eight weeks;
- (b) extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- (c) return from a period of parental leave on a part-time basis;
- (d) to assist the Employee in reconciling work and parental responsibilities.

33.5.2 The Employer shall consider any request made under clause 33.5 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may refuse the request on reasonable grounds related to the effect of the

workplace or the Employer's business, or such other relevant factors set out in the applicable legislation. Such grounds might include but will not be limited to, cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

33.6 Employee's request and the Employer's decision to be in writing

33.6.1 The Employee's request and the Employer's decision made under clause 33.5.1 and 33.6.1 must be recorded in writing.

33.7 Request to return to work part-time

33.7.1 Where an Employee wishes to make a request under subclause 33.5.1 such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

33.8 Request to return to work part-time

33.8.1 Nothing in this clause is intended to limit the entitlements of an Employee under the National Employment Standards.

34 PROFESSIONAL DEVELOPMENT LEAVE

Full-time Employees will be entitled to take up to five days paid professional development leave per annum and the equivalent pro rata entitlement is available for part time Employees for the purposes of continuing their education in the aged care field. This entitlement is subject to approval by the relevant manager based on work requirements and is a non-cumulative entitlement.

35 UNION TRAINING LEAVE

35.1 An appointed AWU and United Workers Union representative shall have the right to:

- (a) be treated fairly and to perform his or her role as union representative without any discrimination in their employment;
- (b) paid time off to participate in Union training (as per clause 35.2); and
- (c) place Union information on the staff notice board in a prominent location within the workplace.

35.2 Employees will be entitled to two days paid training leave per annum (non-cumulative) to attend training provided by the Union on the basis that the training is directly related to their development in the aged care field, which may include dispute resolution training.

35.3 Union training leave is part of and not in addition to Professional Development Leave, detailed above in Clause 34.

35.4 Employees will be paid for any training that they attend at their ordinary time rate of pay.

35.5 Only one Employee per facility may be granted paid time off to attend the training at any one time. However, the Employer may consider approving a second Employee attending training where more than one Aged Care Facility is located at the same location, for example Sandgate. Subject to operational requirements, the Employer will not unreasonably refuse such a request.

- 35.6 In the event that the training occurs on an Employee's rostered day off the Employer is not liable for any additional wages for that day.
- 35.7 Employees will apply to attend training by formal application to the Employer at least one month prior to the scheduled training and the Employer shall respond within one fortnight from receipt of the application.

36 RIGHT OF ENTRY

The parties recognise that this Agreement is based on co-operative industrial relations practices and the importance for the Union officials to have access to Employees to discuss relevant issues. At all times the Union will comply with the provisions of the Act relating to Right of Entry.

37 JURY SERVICE

- 37.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 37.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
- 37.3 Employees shall notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 37.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- 37.5 For the purpose of this clause, 'Ordinary pay' means the rate of pay that an Employee would normally expect to receive for working ordinary rostered hours, excluding overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

38 COMMUNITY SERVICE LEAVE

Employees will be entitled to unpaid community service leave in accordance with the Act.

39 FAMILY VIOLENCE AND WORK

- 39.1 Family violence includes:
- 39.1.1 behaviour by a person towards a family member of that person if that behaviour:
- (a) is physically or sexually abusive; or
 - (b) is emotionally or psychologically abusive; or
 - (c) is economically abusive; or

- (d) is threatening; or
- (e) is coercive; or
- (f) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (g) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.

Note: Family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member in clause 39.1 includes a former spouse or de facto partner.

- 39.2 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence and fully respects the need for confidentiality.
- 39.3 Where an Employee is experiencing or attending to matters arising out of family violence, the Employer must, where possible, facilitate flexible working arrangements. These flexible work arrangements are subject to the Employer's operational requirements.
- 39.4 The Proof of family violence may be required by the Employer and maybe in the form of a document issued by the Police Service, a Court, a doctor, a Family Violence Support Service or a lawyer.
- 39.5 An Employee experiencing family violence may have access to paid personal leave or annual leave for medical appointments, legal proceedings and other related activities. The entitlement is subject to the evidentiary requirements set out in clause 39.4 having been satisfied.
- 39.6 Employees may request in writing special leave for a period of up to five days (5) days pro rata for part time Employees per calendar year to attend to matters arising out of an incident of family or domestic violence. For the sake of clarity the 12 month period commences on the first day any special paid leave is taken and continues until the annual anniversary of this date.
- 39.7 Approval of special leave pursuant to this clause will not be unreasonably withheld, taking into consideration the Employee's particular circumstances with regard to family or domestic violence.
- 39.8 Approved special leave will be paid at the Employee's ordinary time rate of pay for their rostered ordinary hours.
- 39.9 Casual Employees are not entitled to paid special leave

40 NATURAL DISASTER LEAVE

- 40.1 All permanent Employees are entitled to one day paid leave at their ordinary time rate of pay per calendar year as Special Disaster Leave when, as a result of a Natural Disaster being declared, in the specific area in which the Employee lives, the Employee is:
- (a) unable to attend work as a direct result of their place of residence being under imminent threat of major damage;
 - (b) the lives of the Employee's immediate family or household are threatened; or
 - (c) the Employee is unable to get to their place of work due to the formal closure of a road(s) and no alternative travel route is available.
- 40.2 This Special Disaster Leave is non-cumulative and is approved at the sole discretion of the Facility Manager. The Facility Manager may, in exceptional circumstances consider a second paid day per calendar year.

41 SUPERANNUATION

- 41.1 The Employer shall make superannuation contributions to a nominated Fund for the benefit of each Employee so as to avoid the Employer being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.
- 41.2 'The Fund(s)' for the purpose of this Agreement means:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed dated 23 July 1987, as amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
 - (b) SunSuper established and governed by a trust deed dated 1 October 1987, as amended from time to time, and includes any superannuation scheme which may be in succession thereto.
- 41.3 The Employer shall participate and make superannuation contributions with respect to each Employee in accordance with the relevant Fund's trust deed.
- 41.4 The Employer may make superannuation contributions to an Employee's nominated Fund over and above those required by clause 41.1 in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.
- 41.5 The Employer may adjust the Employee's ordinary pay so as to allow the Employer to make any additional superannuation contributions as required under clause 41.4.
- 41.6 Where the Employer makes contributions to an Employee's nominated Fund on behalf of the relevant Employee in accordance with clause 41.4, any contributions required by clause 41.1 shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause 41.4.

- 41.7 The name of the Fund and the amount of contributions paid in accordance with clause 41.1 shall be included in pay slips provided by the Employer to each Employee.

42 TERMINATING EMPLOYMENT (DURING PROBATION PERIOD)

- 42.1 Where an employee is serving a probationary period, either party may end the employment by giving the other party 1 week's notice in writing.
- 42.2 Alternatively, Regis may terminate the employment with less than 1 week's notice, as long as it pays the employee the difference in pay between the notice period actually given (if any) and a week's pay (as if the full notice period had been given).

43 TERMINATING EMPLOYMENT (AFTER PROBATION PERIOD)

- 43.1 This clause 43 does not apply to casual employees or employees serving a probationary period.
- 43.2 The Employer may terminate an Employee's employment and an Employee may resign from their employment by giving notice. The amount of notice required to be given by the Employer and Employee is based upon the Employee's period of continuous service in accordance with the following table:

| Employee's Period of continuous service with the employer at the end of the day the notice is given | Notice period |
|--|----------------------|
| Not more than 1 year | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- 43.3 The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination and of the amount prescribed in the above table.
- 43.4 In clause 43.2 and the table herein continuous service has the same meaning as in s.117 of the Act.
- 43.5 The Employer and Employee may agree to a shorter notice period by mutual agreement, provided that the period of notice agreed is not less than the minimum notice period required to be provided by the Employer under the Act. Where the Employee resigns the mutually agreed shorter notice period does not necessitate any payment from either the Employer or Employee.
- 43.6 In addition to the notice in clause 43, Employees over 45 years old who have completed at least 2 years continuous service with the Employer shall be entitled to an additional week's notice.
- 43.7 Employment may be terminated by payment in lieu of notice or the provision of part of the period of notice specified and part payment in lieu thereof.
- 43.8 To ensure a smooth handover of an Employee's duties and that the Employer's standards of service delivery and client care are maintained, if an Employee requests annual leave during their notice period, the Employer may reasonably refuse the Employee's request for leave or alternatively may, at its discretion, allow the Employee to take annual leave but extend the Employee's notice period by the period of leave that the Employee takes.
- 43.9 In the case of casual Employees the notice period is one hour for the Employer and Employee. For the avoidance of doubt, the notice periods in clause 43 do not apply to casual Employees.

- 43.10 In calculating any payment in lieu of notice, the Employer will pay the Employee the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (a) the ordinary working hours to be worked by the Employee; and
 - (b) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (c) any other amounts payable under the Employee's employment contract.
- 43.11 If an employee is at least 18 years old and does not give the period of notice required under clause 43.2 and the table therein then the Employer may deduct from wages due to the Employee the amount that is no more than one week's wages for the employee.
- 43.12 If the employer has agreed to a shorter period of notice than that required under clause 43.2 and the table therein, then no deduction can be made under clause 43.11.
- 43.13 Any deduction made under clause 43.11 must not be unreasonable in the circumstances.
- 43.14 Time off during notice period (Job Search Entitlement)
- 43.14.1 Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay up to one day (non-cumulative) for the purpose of seeking other employment.
- 43.14.2 The time off under clause 43.14.1 is to be taken at times that are convenient to the employee after consultation with the Employer. The one day can be taken as two half days subject to mutual agreement by the Employer and Employee.

44 TERMINATION WITHOUT NOTICE

The Employer may terminate an Employee's employment without giving notice if the Employee's conduct amounts to serious misconduct or for any other reason that enables summary dismissal at law.

45 REDUNDANCY

45.1 Definitions

- (a) **Redundancy** occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour (**Redundant** has a corresponding meaning).
- (b) Week's pay means the Employee's weekly rate of pay calculated according to their ordinary time rate of pay for their ordinary rostered hours.

45.2 **Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties by reason of Redundancy the Employee must be provided with the same period of notice as the Employee would have been entitled to if their employment had been terminated. The Employer may at its discretion, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

45.3 **Severance pay**

An Employee whose employment is terminated by reason of Redundancy is entitled to the following amount of severance pay in respect of a period of continuous service with the Employer:-

| Period of continuous service | Severance pay |
|-------------------------------------|----------------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks pay |
| 2 years and less than 3 years | 6 weeks pay |
| 3 years and less than 4 years | 7 weeks pay |
| 4 years and less than 5 years | 8 weeks pay |
| 5 years and less than 6 years | 10 weeks pay |
| 6 years and less than 7 years | 11 weeks pay |
| 7 years and less than 8 years | 13 weeks pay |
| 8 years and less than 9 years | 14 weeks pay |
| At 9 years | 16 weeks pay |

45.4 **Employee leaving during notice period**

An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 43- Notice of Termination. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

45.5 **Alternative employment**

Where a position is identified as Redundant and the Employer offers the Employee a suitable alternative position, the Employer may make an application to the Fair Work Commission to have the severance pay under clause 45.3 reduced (which may be to nil). A suitable alternative position refers to terms and conditions that are substantially similar to the Employee's previous role.

45.6 **Employees exempted**

This clause does not apply to:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) apprentices;
- (c) trainees;

- (d) Employees engaged for a specific period of time or for a specified task or tasks; or
- (e) Casual Employees.

45.7 **Transfer of employment**

- (a) An Employee is not entitled to severance pay in relation to the termination of their employment with the Employer where:
- (b) the Employee is offered and accepts employment with a new employer (**new employer**) which recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer, and there is a transfer of employment in relation to the Employee for the purpose of the Act; or
- (c) the Employee rejects an offer of employment with the new employer that:
 - (i) is on terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and
 - (ii) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; andhad the Employee accepted the offer of employment, there would have been a transfer of employment in relation to the Employee for the purposes of the Act.

46 **INDIVIDUAL FLEXIBILITY ARRANGEMENT**

46.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the arrangement deals with one or more of the following:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in clause 46.1(a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

46.2 The Employer will ensure that the terms of any individual flexibility arrangement entered into under this clause:

- (a) are about matters that would be permitted matters under section 172 of the Act; and

- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made.

46.3 The Employer will ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employer and Employee;
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (e) The Employer will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) A copy of the individual flexibility arrangement will also be kept as part of the Employer's records.
- (g) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving 28 days written notice to the other party to the arrangement; or
 - (ii) by written agreement at any time.

47 DISPUTES RESOLUTION PROCEDURE

47.1 In relation to any matter under this Agreement and the National Employment Standards that may be in dispute ('the matter') the parties:

- (a) Will attempt to resolve the matter at the workplace level, including, but not limited to:
 - (i) The Employee and his or her supervisor meeting and conferring on the matter; and
 - (ii) If the matter is not resolved at such a meeting, the parties arranging further discussions involving some senior levels of management (as appropriate); and
- (b) Acknowledge the right of either party to appoint another person or representative to act on behalf of the party in relation to resolving the matter at the workplace level; and

- (c) Agree to allow either party to refer the matter to mediation or other alternative dispute resolution process to be conducted by a person agreed between the parties in dispute on the matter;
- (d) Agree that if either party refers the matter to alternative dispute resolution, both parties will participate in the alternative dispute resolution in good faith; and acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the alternative dispute resolution process; and
- (e) Agree that during the time when the parties attempt to resolve the matter:
 - (i) The parties continue to work in accordance with their contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) Subject to relevant provisions of any state occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
 - (iii) The parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

47.2 If a dispute in relation to a matter arising under this Agreement is unable to be resolved at the workplace or by other means of alternate dispute resolution and all agreed steps for resolving it have been taken, either party to the dispute may refer the dispute to FWC for resolution by conciliation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

47.3 All parties shall give due consideration to matters raised or any suggestions or recommendations made by FWC with view of prompt settlement of the dispute.

47.4 Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, where no agreement can be reached, a member nominated by either the head of the relevant panel or the President.

47.5 Any order or decision of FWC (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.

48 WORKLOAD MANAGEMENT, VACANCIES AND STAFF REPLACEMENT

48.1 The Employer is committed to ensuring that staffing levels are appropriate to ensure the delivery of quality resident care in keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.

48.2 Should any Employee feel workloads associated with delivery of quality resident care in keeping with accreditation principles are unreasonably heavy, then they have a responsibility to raise their concerns with their Manager.

Such concerns can and should be raised and discussed at established Employee forums held monthly such as; all staff meetings, WH&S Committee meetings, work stream meetings such as Home Support Worker, Cleaner, Laundry, Kitchen ,Maintenance and Lifestyle meetings.

- 48.3 When such matters are raised the Employer will acknowledge this concern within 4 business days and subsequently ensure priority is given to addressing this matter with feedback provided to the individual within 14 days of them raising the matter.

49 RENEGOTIATION OF REPLACEMENT AGREEMENT

- 49.1 The parties will use their best endeavours to commence negotiations for a replacement agreement no later the three (3) months before the nominal expiry date of this Agreement.

50 CHANGES TO THE AGREEMENT


If changes need to be made to this Agreement they must be discussed and approved by the Parties to the Agreement. Any changes must be made in accordance with the Act.

51 ABANDONMENT OF EMPLOYMENT

- 51.1 Where an Employee is absent from work for a continuous period of five working days without any notification to the Employer of their absence and the Employer has made reasonable attempts during this period of absence to contact the Employee by phone, text message, or other means to determine the reason for the Employee's absence, The Employer shall be entitled to inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation for her or his absence within a further five days of the Employer issuing a formal request for the Employee to make contact, the Employee will be considered to have abandoned their employment.
- 51.2 In the event the Employer decides to terminate the employment of any Employee deemed by clause 51.1 of the Agreement to have abandoned their employment, it will provide notice of termination in accordance with clauses 42 and 43.2.

SIGNATORIES TO THE AGREEMENT

Signed by the **Australian Workers' Union**



Signature
BRANCH SECRETARY

Position

S. K. BAKER.

Name
333 ADELAIDE STREET


Address
BRISBANE

The above person is authorised to sign the Agreement on behalf of the **Australian Workers' Union** for the following reasons:

.....

Signed on the 24th day of OCTOBER 2020

Signed for and on behalf of **United Workers Union Queensland** as a Bargaining Representative



Signature
EXECUTIVE DIRECTOR

Position

SHARRON CADDIE

Name
27 PEEL ST, SOUTH BRISBANE Q 4101

Address

The above person is authorised to sign the Agreement on behalf of Queensland Branch for the following reason/s:

EXECUTIVE DIRECTOR, UNITED WORKERS UNION
.....

.....

Signed on the 8th day of OCTOBER 2020

Signed for and on behalf of **Regis Aged Care Pty Ltd**



Signature
Managing Director & CEO

Position

Linda Mellors

Name
Level 2, 615 Dandenong Rd, Armadale, Vic, 3143

Address

The above person is authorised to sign the Agreement on behalf of **Regis Aged Care Pty Ltd.** for the following reason/s:

Delegated Authority
.....

Signed on the 8th day of October 2020

APPENDIX 1– RATES OF PAY AND ALLOWANCES

Table 1 – Rates of Pay- All Support Services (Aged Care) Staff

| Classification Description | Classification Level | 1-Oct-19 | 1-Oct-20 | 1-Oct-21 |
|---|----------------------------|---------------|----------|----------|
| Rate of Increment (%) | | Current Rates | 1.75% | 1.75% |
| Regis | | | | |
| Food Services Assistant Laundry Hand Cleaner Assistant Gardener | Support Services Level 1 | \$21.30 | \$21.67 | \$22.05 |
| Food Services Assistant Laundry Hand Cleaner Gardener (unqualified) Maintenance (unqualified) Bus driver | Support Services Level 2.1 | \$22.17 | \$22.56 | \$22.95 |
| | Support Services Level 2.2 | \$22.23 | \$22.62 | \$23.02 |
| | Support Services Level 2.3 | \$22.28 | \$22.67 | \$23.07 |
| Receptionist (less than 2 years experience) Cook (unqualified) Bus Driver (First Aid) Cleaner | Support Services Level 3.1 | \$23.05 | \$23.45 | \$23.86 |
| | Support Services Level 3.2 | \$23.10 | \$23.50 | \$23.91 |
| Lifestyle Assistant (unqualified) Bus Driver > 3 tonne w St John Ambulance First Aid Laundry/ Cleaning Supervisor Cook (qualified) | Support Services Level 4.1 | \$23.32 | \$23.73 | \$24.15 |
| | Support Services Level 4.2 | \$23.38 | \$23.79 | \$24.21 |
| Senior Cook (qualified) Lifestyle Assistant (Cert IV qualified) Receptionist (more than 2 years experience) | Support Services Level 5.1 | \$24.12 | \$24.54 | \$24.97 |
| | Support Services Level 5.2 | \$24.17 | \$24.59 | \$25.02 |
| Maintenance Officer Lifestyle Coordinator (unqualified) | Support Services Level 6 | \$25.41 | \$25.85 | \$26.30 |
| Lifestyle Coordinator (Cert IV Qualified) Chef (Qualified) | Support Services Level 7 | \$25.87 | \$26.32 | \$26.78 |

Table 2 – Rates of Pay – Home Support Workers

| Classification Description | 1-Oct-19 | 1-Oct-20 | 1-Oct-21 |
|---|---------------|----------|----------|
| | Current Rates | 2.75% | 1.75% |
| Home Support Worker | | | |
| Home Support Worker Level 1 - pay point 1 | \$22.21 | \$22.82 | \$23.22 |
| Home Support Worker Level 2 - pay point 1 | \$23.27 | \$23.91 | \$24.33 |
| Home Support Worker Level 2 - pay point 2 | \$23.46 | \$24.10 | \$24.52 |
| Home Support Worker Level 3 - pay point 1 | \$24.24 | \$24.91 | \$25.35 |
| Home Support Worker Level 3 - pay point 2 | \$24.46 | \$25.13 | \$25.57 |
| Home Support Worker Level 4 - pay point 1 | \$25.89 | \$26.60 | \$27.07 |
| Home Support Worker Level 4 - pay point 2 | \$26.40 | \$27.13 | \$27.60 |
| Home Support Worker Level 5 - pay point 1 | \$27.75 | \$28.51 | \$29.01 |
| Home Support Worker Level 5 - pay point 2 | \$28.85 | \$29.64 | \$30.16 |

Table 3 – Rates of Pay – Day Therapy Workers

| Classification Description | Classification Level | 1-Sept-20 | 1-Oct-21 |
|-------------------------------|----------------------|---------------|----------|
| Rate of Increment (%) | | Current Rates | 1.75% |
| Day Therapy Workers | | | |
| Therapy Assistant | Step 1 | \$22.82 | \$23.22 |
| Therapy Assistant | Step 2 | \$25.11 | \$25.55 |
| Therapy Assistant | Step 3 | \$26.00 | \$26.46 |

Table 4 – Allowances – All Support Services Staff (Aged Care Staff), & Home Support Workers (including Day Therapy Workers)

| ITEM | ALLOWANCES | Current | 1-Oct-20 | 1-Oct-21 | |
|--|---|---------|----------|----------|--------------------------|
| | | | 1.75% | 1.75% | |
| 1. | Nauseous Work Allowance (per hour or part thereof with a minimum of \$2.54 per week) | \$0.47 | \$0.48 | \$0.49 | per hour or part thereof |
| 2. | Laundry Allowance (per shift, up to a maximum of \$1.49 per week) | \$0.33 | \$0.34 | \$0.35 | per shift |
| 3. | Laundry Allowance (per week) | \$1.53 | \$1.56 | \$1.58 | per shift |
| 4. | Meal Allowance | \$13.65 | \$13.89 | \$14.13 | per meal |
| 5. | Vehicle Allowance | \$0.80 | \$0.81 | \$0.83 | per km |
| The allowances set out in Table 4 above will increase with effect from the first full pay period on or after 1 October 2020 and 1 October 2021. | | | | | |

APPENDIX 2 – SUPPORT SERVICES (AGED CARE) CLASSIFICATIONS

Classification Definitions

B.1 Aged care employee- Level 1

Entry level:

An Employee who has less than three months work experience in the industry and performs basic duties.

An Employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training. Indicative tasks performed at this level are:

Indicative tasks performed at this level are:

- Food Services Assistant
- Laundry Hand
- Cleaner
- Gardener/Assistant Gardener

B.2 Aged care employee - Level 2

An Employee at this level:

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

Indicative tasks performed at this level are:

- Food Services Assistant
- Laundry hand
- Cleaner
- Gardener (not qualified)
- Driver (less than 3 ton) who is not required to hold a St John Ambulance first aid certificate

B.3 Aged care employee - Level 3

An Employee at this level:

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

Indicative tasks performed at this level are:

- Lifestyle Officer (not qualified)
- Cook (not qualified)
- Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate
- Cleaner

B.4 Aged care employee - Level 4

An Employee at this level:

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

Indicative tasks performed at this level are:

- Lifestyle Officer (Unqualified)
- Senior cook (qualified)
- Maintenance Officer (unqualified)
- Gardener (trade or TAFE Certificate III or above)
- Driver (3 ton and over) who is required to hold a St John Ambulance first aid certificate

B.5 Aged care employee – Level 5

An Employee at this level:

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

Indicative tasks performed at this level are:

- Lifestyle officer (Qualified Cert IV)
- Senior Cook (Qualified)

B.6 Aged care employee - Level 6

An Employee at this level:

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

Indicative tasks performed at this level are:

- Maintenance Officer (qualified)
- Lifestyle Coordinator (unqualified)

B.7 Aged care employee - Level 7

An Employee at this level:

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

Indicative tasks performed at this level are:

- Lifestyle Coordinator (Cert IV Qualified)
- Chef (Qualified)

APPENDIX 3 – HOME SUPPORT WORKER CLASSIFICATIONS

Home Support Worker Level 1

A position in this level has the following characteristics: A person appointed to this position will have less than 12 months' experience in the industry.

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

Home Support Worker Level 2

Accountability and extent of authority

An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

Judgment and decision-making

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and

removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

Interpersonal skills

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Qualifications and experience

As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

Home Support Worker Level 3

A position in this level has the following characteristics:

Accountability and extent of authority

Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

Judgment and decision-making

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Specialist knowledge and skills

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Interpersonal skills

Positions in this level require skills in oral and written communication with clients, other employees and members of the public.

Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Home Support Worker Level 4

A position in this level has the following characteristics:

Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

Judgment and decision-making

The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

Specialist knowledge and skills

Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.

Qualifications and experience

An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

Home Support Worker Level 5

A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

Accountability and extent of authority

Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.

In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.

Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

Management skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

APPENDIX 4 – THERAPY ASSISTANT CLASSIFICATIONS

1. Therapy Services

Employees engaged in provision of therapy services to residents or clients as part of their duties may perform these duties at any of the Employer's facilities or at any premises or location at which the Employer otherwise provides services. This may include (but not be limited to): an Aged Care Facility, Divisional Therapy Centre, Respite Care or in the provision of Home Care services.

2. Therapy Assistant

An Employee appointed to the position of Therapy Assistant will have less than 18 months to 2 years experience in the industry and will not have a qualification in allied health assistance.

An Employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.

Work activities for an Employee at this level are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.

The Therapy Assistant supports and maintains the Wellness Program and other allied health and therapeutic interventions such as, but not limited to, occupational therapy, physiotherapy, podiatry and speech assistance, heat packs and massage, as directed by the Allied Health Professionals and Registered Nurses, as appropriate.

This position may also require manual handling tasks to be performed that include, but are not limited to, transferring, (lift, lower, carry, push, pull, slide), using equipment used for carrying objects and for manual handling of people.

A Therapy Assistant is required to:

- (a) Ensure the organisation and delivery of the activities program for the care recipients in consultation with the Manager.
- (b) To assist in providing therapeutic treatments such as but not limited to, heat packs and massage to residents as directed to contribute to their personal care, safety, independence, social, psychological and emotional issues.
- (c) Follow directions and instructions from the Facility Manager, allied health professionals and registered nurses in relation to the quality of services and practices provided as appropriate.
- (d) To demonstrate effective communication skills (both verbally and in writing) with the care team, particularly allied health professionals and the residents / representatives in an effort to promote an individualised approach to care.
- (e) Contribute to the assessment and care of the residents by: Observing, reporting to the Registered Nurse in charge and recording any changes in the residents' condition/behaviour.
- (f) Using a team approach to identify and manage residents' individual needs.
- (g) Work as a productive team member with the Aged Care Services staff and other health professionals, to ensure the continuity and consistency of resident/client care.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/3069

Applicant:
Regis Aged Care Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- section 190

I, Dawn Griffiths, Acting Executive General Manager - People & Culture of Regis Aged Care Pty Ltd ("Regis"), have the authority given to me by Regis to give the following undertakings with respect to the *Regis Aged Care Support Services Staff, Queensland Agreement 2018* ("the Agreement"):

1. Regis undertakes to obtain consent in writing from Aged Care Employees or Home Support Workers to take time off in lieu of overtime ("TOIL"). If, on termination of employment an employee has not taken TOIL for overtime worked to which clause 18.4 applies, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime worked in accordance with clause 28.2 of the *Social, Community, Home Care and Disability Services Industry Award 2010* and clause 25.2 of the *Aged Care Award 2010*.
2. Regis undertakes that before commencing employment, the employer and a part time Home Support Worker will agree in writing the guaranteed minimum number of ordinary hours to be worked by the employee, the rostering arrangements, the days of the week to be worked as well as the start and finishing times in accordance with clause 10.3 of the *Social, Community, Home Care and Disability Services Industry Award 2010*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Regis Aged Care Pty Ltd

Authority to sign: Dawn Griffiths, Acting Executive General Manager People & Culture

Signature:



Date: 28 October 2020