



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Regis Aged Care Pty Ltd
(AG2022/5587)

REGIS AGED CARE REGISTERED NURSES, ENROLLED NURSES AND ASSISTANTS IN NURSING QUEENSLAND AGREEMENT 2022

Aged care industry

COMMISSIONER HUNT

BRISBANE, 3 MAY 2023

Application for approval of the Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing Queensland Agreement 2022

[1] Regis Aged Care Pty Ltd (the Employer) has applied for approval of an enterprise agreement known as the *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing Queensland Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Fair Work Commission (the Commission) and the Australian Nursing and Midwifery Federation (ANMF) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer provided detailed responses to each concern. The Employer and the ANMF continued discussions in respect of undertakings the Employer was prepared to give.

[3] Final undertakings were offered by the Employer, which the ANMF has advised it is content with. Section 190(4) of the Act has been met by obtaining the views of the ANMF in respect of the undertakings given by the Employer in this matter.

[4] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[5] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 May 2023. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A – Undertakings

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/5587

Applicant: Regis Aged Care Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dr Linda Mellors, Managing Director and Chief Executive Officer, have the authority given to me by Regis Aged Care Pty Ltd to give the following undertakings with respect to the *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing, Queensland Agreement 2022* (the **Agreement**):

1. Clause 19.4 of the Agreement is amended to insert subclause (c) as follows:
(c) Notwithstanding subclause 19.4(b), a casual employee will be entitled to a minimum payment of two hours where required by the Employer to attend compulsory paid training or a compulsory meeting, other than during a rostered shift.
2. Clause 42(e)(iv) of the Agreement is amended to insert paragraph (3) as follows:
(3) Notwithstanding paragraphs (1) and (2) of this subclause, a casual AIN, will be paid at the applicable overtime penalty rate for all such mandatory training undertaken outside of rostered ordinary hours.
3. Clause 12 of the Agreement is amended to delete subclause 12(b).
4. Clause 30 of the Agreement is amended to insert subclause (g) as follows:
(g) All work performed by a casual Employee on the public holidays set out at clause 30(b) will be paid at the 250% rate, in lieu of the casual loading.
5. Clause 16 of the Agreement is amended to insert the following provision:
*16.1 Previous experience of a new Employee, for the purposes of determining the appropriate classification and increment level on commencement with the Employer, includes:
(a) practical experience of nursing care and / or services; and
(b) for registered nurses, clinical practice,
subject to the provision by the Employer of evidence satisfactory to the Employer.*
6. Clause 19.2 of the Agreement is amended to delete subclause 19.2(b) and insert a new subclause (b) as follows:
*(b) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours in accordance with subclause (a)), they will be paid at the rate of **200%** of the Base Rate (or **250%** of the Base Rate for casual Employees) until released from duty for such period.*
7. Clause 21.1(a) of the Agreement is deleted and a new provision inserted as follows:
*21.1(a) Overtime is approved where an Employee has performed overtime hours:
(i) at the request of the Employer; or
(ii) in circumstances where the resident care needs are urgent and genuine and the Employee's Manager or After-Hours Supervisor is not available to provide prior approval.
(Approved Overtime).*

(b) An Employee may refuse to work overtime hours if they are unreasonable. In determining whether overtime hours are reasonable or unreasonable for the purpose of this clause the following must be taken into account:

- (i) any risk to employee health and safety from working the overtime hours;*
- (ii) the Employee's personal circumstances, including family responsibilities;*
- (iii) the needs of the workplace in which the Employee is employed;*
- (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working overtime hours;*
- (v) any notice given by the Employer of any request or requirement to work the overtime hours;*
- (vi) any notice given by the Employee of his or her intention to refuse to work the overtime hours;*
- (vii) the usual patterns of work in this sector (aged care);*
- (viii) the nature of the Employee's role, and the Employee's level of responsibility;*
- (ix) whether additional hours are in accordance with averaging terms in the Agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under the Agreement; and*
- (x) any other relevant matter.*

8. The Employer will not allow any Employees to undertake split shifts, being a single shift worked in two or more separate periods with unpaid breaks (other than a meal break), whilst this Agreement is in operation.
9. The Employer undertakes that the arrangements set out at clause 44(g) – Transfer of business, of the Agreement, are subject to section 120 of the *Fair Work Act 2009*.

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



Signature

27/04/2023

Date

Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing, Queensland Agreement 2022

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

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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PART 1 – Application and Operation

2. NAME OF THE AGREEMENT

This Agreement will be known as the *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing, Queensland Agreement 2022* ('the **Agreement**').

3. DEFINITIONS

3.1 In this Agreement, unless contrary intention appears:

- (a) **Act** means the Fair Work Act 2009 (Cth), as amended from time to time.
- (b) **Agreement** means this *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing, Queensland Enterprise Agreement 2022*
- (c) **Day Worker** means an Employee whose ordinary hours are worked 6.00am and 6.00pm Monday to Friday.
- (d) **Double Time** means payment of twice the Base Rate with respect to the hours worked, where prescribed by this Agreement and is represented numerically in this agreement as 200%.
- (e) **Double Time and a Half** means payment of two and a half times the Base Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 250%.
- (f) **Employees** mean Registered Nurses, Enrolled Nurses and Assistants in Nursing employed by the Employer in Queensland in positions within the scope of the classifications set out in this Agreement.
- (g) **Employer** means Regis Aged Care Pty Ltd ACN 125 223 645.
- (h) **Excluded Employee(s)** means General Managers, Clinical Care Managers or any other state office employee or retirement village, home care and day therapy employee employed by the Employer in Queensland.
- (i) **Family and Domestic Violence** means any violence between family members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse
- (j) **FWC** means Fair Work Commission the statutory body established under the Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration
- (k) **Health Practitioner** means a registered and practising health practitioner (eg General Practitioner or other doctor), Dentist, Chiropractor or Psychiatrist, Physiotherapist, and Clinical Psychologist, but does not include a Pharmacist.
- (l) **Immediate family** of an Employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) spouse includes a former spouse.

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- (iv) de facto partner of an Employee:
- (1) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (2) includes a former de facto partner of the Employee.
- (m) **Mutual agreement** means an agreement between the Employer and an individual Employee.
- (n) **NES** means the National Employment Standards as set out in the Fair Work Act.
- (o) **Base Rate** means an Employee's ordinary hourly rate of pay set out in Appendix 1 of the Agreement, as applicable to an Employee and as adjusted according to clause 25, but excludes overtime, penalty rates, allowances, shift penalties, incentives, bonuses and any other ancillary payments of a like nature.
- (p) **Ordinary Pay** means the amount payable to an Employee for his or her ordinary hours of work (per period as applicable) paid at the Base Rate.
- (q) **Ordinary Time Earnings** has the same meaning as defined in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.
- (r) **Public Holiday** means New Years Day, Australia Day, Good Friday, Easter Saturday (the day after Good Friday), Easter Sunday, Easter Monday, Anzac Day, Labour Day, Birthday of the Sovereign, Christmas Day and Boxing Day and any other day declared by or under the *Holidays Act 1983* – to be observed generally within the State, or a region of Queensland, as a public holiday by people who work in that State or region - which will apply according to where the Employee is based for work purposes within the State.
- (s) **Shift Worker** (excluding for the purposes of the NES additional annual leave) means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a Day Worker.
- (t) **Superannuation Law** means any requirement under the *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Guarantee (Administration) Regulations 1993*, *Superannuation Industry (Supervision) Act 1993* (Cth), *Superannuation Industry (Supervision) Regulations 1994*, *Superannuation Guarantee Charge Act 1992* (Cth), and any other present or future legislation, regulations or ordinances that govern the imposition of the superannuation guarantee charge.
- (u) **Time and a half** means payment of one and a half times the Base Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 150%.
- (v) **Time and Three Quarters** means payment of one and three-quarter times the Base Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 175%.
- (w) **Unions** means the Queensland Nurses' & Midwives' Union of Employees (**QNMU**) and the Australian Nursing and Midwifery Federation – Queensland Branch (**ANMF**).
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3.2 Interpretation

In this Agreement, headings are inserted for convenience only and do not affect the interpretation of this Agreement, and unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include the other genders;
- (c) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
- (d) including' and similar words or expressions are not words of limitation.

4. COVERAGE

The Agreement covers:

- (a) The Employer, with regard to its residential aged care homes in the State of Queensland (**Regis Home**). A Regis Home means any residential aged care home owned or operated by Regis in Queensland, and in regard to any facilities acquired by Regis during the operation of this Agreement, are subject to transfer of business provisions set out in the Act. For clarity, retirement villages, including those co-located with one of the listed residential aged care homes, are excluded from coverage of this Agreement as are Home Care and day therapy services offered by the Employer in the State of Queensland; and
- (b) the Employees (other than Excluded Employees); and
- (c) subject to section 183 of the Fair Work Act, QNMU and ANMF.

5. SCOPE OF THE AGREEMENT

This Agreement constitutes the entire agreement between the Employer and Employees in relation to collectively applicable minimum terms and conditions of employment with the Employer. Any reference to a policy in this Agreement is a reference to the policy in place as amended (or removed) from time to time. No policy referred to in this Agreement is incorporated into the Agreement.

6. RELATIONSHIP TO NES

- (a) This Agreement contains terms that are also NES matters. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s. 55 of the Act specifically:
 - (i) the Agreement applies subject to the Act and does not exclude the NES;
 - (ii) where the Agreement provides for terms also provided for in the NES, the Agreement terms apply to the extent that they are:
 - (1) incidental to the operation of the NES;

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- (2) supplementary to, or more beneficial than, the terms set out in the NES.

7. DATE AND PERIOD OF OPERATION

- (a) This Agreement will commence operating from seven days after it is approved by the FWC and will have a nominal expiry date (**NED**) of 30 June 2024.
- (b) The Agreement will continue to operate after its NED unless it is terminated or replaced.

8. POSTING OF THE AGREEMENT

A copy of this Agreement shall be made available to all Employees via the intranet.

9. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) the arrangement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in subclause (i); and
 - (iii) the Employer and the individual Employee have genuinely made the agreement without coercion or duress
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Fair Work Act; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the Employer and Employee; and
 - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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

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- (4) the day on which the arrangement commences.
 - (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (e) The Employer or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no less than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing — at any time.

PART 2 – Consultation and Dispute Resolution

10. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
- (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (b) For a major change referred to in (a)(i):
- (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term. A representative may include the QNMU.
- (d) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
- (i) discuss with the relevant Employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.
- (f) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in (b)(i) and subclauses (c) and (e) are taken not to apply.

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- (i) In this term, a major change is ***likely to have a significant effect on employees*** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in (a)(ii):
- (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant Employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:
- "relevant Employees"* means the Employees who may be affected by a change referred to in (a)(ii).

11. DISPUTE RESOLUTION PROCEDURE

11.1 Resolution of Disputes

- (a) This clause sets out the procedures to settle a dispute which relates to:
 - (i) a matter arising under this Agreement; or
 - (ii) the NES.
- (b) The Employer or Employee may appoint another person, organisation or association to represent them for the purposes of this clause.

11.2 Obligations

- (a) The parties to the dispute and their representatives (if applicable) must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue in accordance with this Agreement and the Act, until the dispute is resolved.
- (c) The requirement specified in clause (b) does not apply where an Employee:
 - (i) has a reasonable concern about an imminent risk to their health or safety;
 - (ii) has advised the Employer of the concern; and
 - (iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform (whether at the same or another workplace of the Employer).

11.3 Dispute resolution process

- (a) In the first instance, the parties to a dispute must try to resolve the dispute at the workplace level, including through discussions between the Employee and their supervisor.
- (b) If the matter remains unresolved following discussions under the above subclause (a), the matter will be referred to more senior levels of management, as appropriate, to be resolved.
- (c) If, after the matter has been referred to more senior levels of management, it is still not resolved, the matter will be referred to the People and Culture General Manager (however titled) for resolution.
- (d) If after the matter has been referred to the People and Culture General Manager (however titled) is still not resolved, either party may refer the matter to the FWC for resolution by conciliation and, if the dispute remains unresolved, by arbitration.
- (e) Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration, the FWC will conduct the matter in accordance with the powers conferred upon the FWC by the Act.
- (f) If the matter is determined by arbitration, the parties agree that the decision made by the FWC is final and binding on both parties.

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- (g) A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.

PART 3 – The Employment Relationship

12. TYPES OF EMPLOYMENT

- (a) Employees may be employed in any one of the following capacities:
 - (i) full time;
 - (ii) part time; or
 - (iii) casual.
- (b) A full time or part time Employee may be employed through either:
 - (i) an ongoing contract; or
 - (ii) a maximum term contract. Maximum term employees are appointed in writing for a specified period of time or task, without an expectation of ongoing work after the specified end date/completion event - subject to applicable early termination provisions. Maximum term contracts will only be used for genuine maximum term arrangements, including but not limited to parental leave or long-term absence coverage, and it will not be used to undermine the job security of permanent Employees. Maximum term employees can apply for any permanent position.
- (c) At the time of engagement, the Employer will inform each Employee in writing of the nature of their employment.

13. FULL TIME EMPLOYMENT

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

14. PART TIME EMPLOYMENT

- (a) A part time Employee is an Employee who:
 - (i) works less ordinary hours than full time ordinary hours of 76 ordinary hours in a two week period; and
 - (ii) has reasonably predictable hours of work.
- (b) Part Time Nursing Employees
 - (i) Before commencing employment, the Employer and a part time Nursing Employee will agree in writing on the guaranteed minimum number of ordinary hours to be worked by the Employee and the rostering arrangements which will apply to those hours.
 - (ii) All time worked in excess of the rostered daily ordinary full time hours will be overtime and paid as such, provided that:
 - (A) Such hours are in excess of the part time Employee's rostered ordinary shift; and
 - (B) A part time Employee may request or agree to work a rostered shift of up to 10 hours paid at the Base Rate.

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- (iii) Regis will use its best endeavours to provide contracts on commencement of employment to its part-time employees which are reflective of the Employee's quantum of permanent rostered hours per fortnight.
 - (c) A part time Employee will be engaged on any one day for no less than three hours, excepting arrangements for undertaking mandatory training which are set out at clause 4(b) and clause (2)42 – Education and Training.
 - (d) Review of part time hours
 - (i) Where an Employee is regularly working more than their guaranteed minimum number of hours over at least a continuous 26 week period, the Employee may apply to have their hours reviewed. This application may be made twice annually.
 - (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:
 - (C) If the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, extended leave without pay, workers compensation; and
 - (D) If the increase in hours is due to a temporary increase in hours only due, for example, to the temporary needs of a resident or client.
 - (ii) If a review establishes a consistent pattern of greater hours being worked, the Employee can apply in writing to the Employer for those additional hours to become part of their guaranteed minimum number of hours. Any request will not be unreasonably refused by the Employer.

15. CASUAL EMPLOYMENT

- (a) The definition of a casual Employee is set out in the NES.
- (b) Casual Employees will be paid for each hour worked at the applicable Base Rate for the classification in which they are employed, plus a casual loading of 25%. Casual Employees are paid a casual loading in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination and redundancy pay. A casual Employee is also not entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise
- (c) A casual Employee shall be engaged by the day or by the hour, at the discretion of the Employer, provided that the minimum engagement on any one day is no less than 3 hours, excepting arrangements for undertaking mandatory training which are set out at 19.4(b) and clause (2)42 – Education and Training.
- (d) Casual Conversion
 - (i) The Employer will offer a casual Employee conversion to full time or part time employment if:
 - (1) the Employee has been employed by the Employer for a 12 month period; and

(2) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full time Employee or a part time Employee (as the case may be).

(ii) Notwithstanding sub-clause (i), the Employer is not required to make an offer of full time or part time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

(ii) The nature and process to be undertaken in relation to an offer to a casual Employee of full time or part time employment, and an Employee's residual right to request casual conversion, is set out in the NES.

16. INCREMENTAL PROGRESSION

For all classifications where there is more than one pay point with the completion of 1200 hours service, provided the Employee has at least 12 months service at the pay point, Employees will be entitled to incremental progression to the next pay point in their respective classification. Service for the purposes of this clause includes all paid ordinary time worked.

17. WORKLOAD MANAGEMENT

(a) The parties to this Agreement acknowledge that Employees and Management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads on a regular basis may have on Employee/s and the quality of resident care.

(b) To ensure Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

(i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions;

(ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion;

(iii) If a solution still cannot be identified and implemented, the matter should be referred to the Residence Manager for further discussion;

(iv) The outcome of the discussions at each level and any proposed solutions discussed, should be recorded in writing and fed back to the relevant Employees.

(c) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve any workload issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

(i) Clinical assessment of residents' needs;

(ii) the demand of the environment such as Residence layout

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- (iii) Statutory obligation, (including, but not limited to, work health and safety legislation
 - (iv) Reasonable workloads (such as roster arrangements);
 - (v) Accreditation standards; and
 - (vi) Budgetary considerations;
- (d) If the issue is still unresolved, the Employee/s may advance the matter through Clause 11 Dispute Resolution Procedure.

17A. STAFF REPLACEMENT

- (a) The Employer is committed to ensuring efficient flexible rostering of Employees dependent on the service requirements of the residents.
- (b) Replacement of staff is determined on resident requirements. Replacement will occur when the Employee in charge of the shift, in consultation with the supervisor, determines that replacement is required.
- (c) Any planned or unplanned absences, in relation to the published roster may as far as practicable be replaced with a staff member of a like classification and experience.
- (d) Where staff replacement is required, as determined above, the Employer shall endeavour to fill the position as soon as practicable. The final decision in respect to staff replacement is the responsibility of management.

PART 4 – Hours of Work and Rostering

18. SPAN OF HOURS

- (a) The ordinary hours of work for a Day Worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shift worker is an Employee who works shifts in accordance with clause 22 of this Agreement.

19. HOURS OF WORK

19.1 Ordinary hours

- (a) The ordinary hours of work shall be arranged by the Employer to meet the operational requirements of the business. The ordinary hours of an Employee:
 - (i) will not exceed an average of 76 hours in a two-week period (or, if otherwise agreed, an average of no more than 38 hours per week for a period not exceeding 4 weeks);
 - (ii) will not exceed 10 hours per day, exclusive of unpaid meal breaks;
 - (iii) in the case of a Day Worker, will not be worked on a weekend or before 6am or after 6pm on any day, Monday to Friday.

19.2 Breaks Between Shifts

- (a) The break between the completion of one ordinary rostered shift and the commencement of another ordinary rostered shift will be 10 hours. However, the Employer and Employee may agree to a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (b) Where an Employee elects to work an additional non-rostered ordinary shift, the minimum break between ordinary shifts will be no less than 8 hours.

19.3 Days Off in a Roster Cycle

- (a) Employees will 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 will, where practical, include from midnight to midnight and should provide one of the following combinations:
 - (i) two periods comprising two (2) days each,
 - (ii) three (3) consecutive days and one (1) stand alone day,
 - (iii) one period of four (4) consecutive days;provided that any one of these combinations may be amended to two single days each week by mutual agreement.

19.4 Minimum Hours per Shift

- (a) The minimum number of ordinary hours per shift is three hours.

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- (b) 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 hour per occasion.

19.5 Maximum Hours per Shift

The maximum number of ordinary hours per shift is 10 hours.

19.6 Additional Accrued Days Off (ADOs)

- (a) Any hours accrued as ADO's 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 accrued time off may operate for full time Employees by agreement between the Employer and Employee(s) concerned
- (c) 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.
 - (i) Employees receiving ADO will be paid on a fortnightly basis a wage calculated by multiplying the Base Rate by 76.
 - (ii) Accrued time off shall be taken at a time or times agreed between the Employer and the Employee.
- (d) A system of accrued time off shall not apply to part-time or casual Employees.
- (e) 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 Base Rate.

20. ROSTERS

- (a) The Employer will post a fortnightly roster at least 14 days prior to the commencement of each roster period.
- (b) Once published, the Employer may alter an Employee's rostered ordinary hours:
 - (i) at the Employee's request or by mutual agreement with the Employee; or
 - (ii) to enable the functions of the Employer to be carried out where another Employee is absent from work due personal/ carer's leave, compassionate leave, family and domestic violence leave, or in an emergency.
- (c) In circumstances outside those set out at clause (b), where the Employer requires a change of roster, 7 days' notice of the change will be given by the Employer to the Employee. Provided that, where such alteration to a roster requires an Employee to work on a day that would have been the Employee's day off, an alternate day off will be mutually arranged.

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- (d) Nothing in this clause prevents the Employer from reasonably requiring an Employee to work overtime in addition to rostered ordinary hours.
 - (e) If there is an issue arising individually or collectively regarding the roster the Employees are encouraged to raise the issue at the workplace level.

21. OVERTIME

21.1 Overtime hours

- (a) The Employer may require an Employee to work reasonable additional hours to their ordinary hours of work (**Overtime**).
- (b) For the purposes of this Agreement, Overtime means work that is performed:
 - (i) in excess of the full time ordinary hours specified in clause 19(a)(i);
 - (ii) by a Full time Employee, in excess of the Employee's rostered ordinary hours of work on any one shift or day;
 - (iii) by a Part time Nursing Employee, in excess of the rostered daily ordinary full time hours – subject to clause 14 (b)(ii); or
 - (iv) by a Casual Employee, in excess of 10 hours on any one shift or day; or
 - (v) by a Day Worker, outside the span of ordinary hours specified in clause 19(a)(iii).

- (c) Approved Overtime for Employees (excluding casual Employees) will be paid as follows:

Monday to Saturday	will be paid at the 150% rate for the first 2 hours and the 200% rate thereafter
Sunday	will be paid at the 200% rate
Public Holiday	will be paid at the 250% rate

- (d) Approved Overtime for casual Employees (in lieu of the casual loading) will be paid as follows:

Monday to Saturday	will be paid at the 187.5% rate for the first 2 hours and the 250% rate thereafter
Sunday	will be paid at the 250% rate
Public Holiday	will be paid at the 312.5% rate

- (e) Overtime rates in this clause are in substitution for and not cumulative upon shift and weekend penalties prescribed in clause 22 of this Agreement.

22. SHIFT AND WEEKEND WORK

- (a) In addition to the Base Rate, where a Nursing Employee's ordinary shift:

Shift Definition	Shift Category	Shift Penalty
commences at or after 12 noon and finishes after 6.00pm on the same day	afternoon shift	paid a penalty of 12.5% of the Base Rate
commences at or after 6.00 pm and finishes before 7.30 am the following day	night shift	paid a penalty of 15% of the Base Rate

- (i) The provisions of this subclause do not apply where an Employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (b) A casual Employee will be paid the shift penalties calculated on the Base Rate (excluding the casual loading) with the casual loading then added to the penalty rate of pay.

Shift Definition	Shift Category	Shift Penalty (inclusive of casual loading)
commences at or after 12 noon and finishes after 6.00pm on the same day	afternoon shift	paid a penalty of 37.5% of the Base Rate
commences at or after 6.00 pm and finishes before 7.30 am the following day	night shift	paid a penalty of 40% of the Base Rate

- (c) Shift Penalties prescribed in this clause do not apply to shifts performed by an Employee on a Saturday, Sunday or Public Holiday.
- (d) Saturday Penalty

All ordinary hours worked between midnight Friday and midnight Saturday will be paid as follows:

Full-time and Part-time Employee	Casual Employee (inclusive of the casual loading)
at the 150% rate	at the 187.5% rate

- (e) Sunday Shift Penalty

All ordinary hours worked between midnight Saturday and midnight Sunday will be paid as follows:

Full-time and Part-time Employee	Casual Employee (inclusive of the casual loading)
at the 175% rate	at the 218.75% rate

23. AFTER-HOURS SUPERVISOR

A Registered Nurse who is required by the Employer to undertake the duties of Shift Supervisor (being in-charge of the Aged Care Residence) the Employee shall be paid an additional amount per shift whilst so engaged at the rate specified in **Appendix 1 - Allowance Rates** per shift.

24. MEAL AND REST BREAKS

24.1 Meal Breaks

- (a) Where an Employee is rostered to work at least 5 hours, the Employee will be entitled to an unpaid meal break of at least 30 minutes and not more than 60 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) Nursing Employees
 - (i) Where a Nursing Employee is required by the Employer to remain on premises and be available during their meal break, but is free from duty, the meal break will be paid at an amount equivalent to the Employee's Base Rate for the 30 minute meal break (**Meal Break Allowance**). This meal period will not count as time worked and is not used in calculating ordinary hours for the purposes of overtime or penalties.
 - (ii) Where a Nursing Employee, excluding the RN In Charge, is required by the Employer to perform work or is recalled to duty during a meal break (**Interrupting Work**), the Employee will be paid at the overtime rate for all time worked until the meal break (or the balance of the meal break) is taken. Unless authorised otherwise by the Employer, the Employee must immediately commence their meal break (or the remainder of such meal break) upon the conclusion of the Interrupting Work.
 - (iii) Notwithstanding the arrangements set out at (c)(i) and (ii) above, a sole afternoon or night duty in-charge registered nurse, required and rostered by the Employer to remain on premises, be available during their meal break, and engage in Interrupting Work (if required), will be paid the Meal Break Allowance for the rostered meal break period. Time worked during a meal break, compensated by way of payment of the Meal Break Allowance, is not used in calculating ordinary hours for the purposes of overtime or penalties.
- (d) Any Interrupting Work must be authorised by the General Manager (or their equivalent) or their delegate.
- (e) Overtime Meals

Where an Employee is required to work more than one hour of overtime after their rostered finishing time, the Employer will either supply the Employee with a meal, or pay the Employee an allowance at the rate specified in **Appendix 1 Table 2 - Allowance Rates** provided that where such overtime work exceeds four hours the further meal allowance at the rate specified in **Appendix 1 Table 2 - Allowance Rates** will be paid.

(f) Rest Pauses

- (i) Employees will be entitled to a paid rest pause of 10 minutes duration within each period of 4 ordinary hours of work
- (ii) Where an Employee works a shift of greater than 8 hours, the Employee may request to combine two 10 minute rest pauses into one 20 minute rest pause. The request will not be unreasonably refused by the Employer.
- (iii) Rest pauses will be counted as time worked.

PART 5 – Wages and Related Matters

25. WAGES

- (a) Employees will be paid the at the Base Rate set out in the **Appendix 1 Table 1** to this Agreement (as applicable to the particular Employee).
- (b) For avoidance of doubt, the Base Rates set out in the **Appendix 1 Table 1** to this Agreement come into effect from the first full pay period on or after:
 - (i) 1 October 2022; and
 - (ii) 1 October 2023.
- (c) Any further wage increases will be at the discretion of the Employer, unless the Base Rates fall below the applicable minimum rates of pay set out in the relevant modern award (as applicable) that would have otherwise applied to the Employee if the Agreement did not apply, in such circumstances the rate of pay will default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

26. SUPERANNUATION

26.1 Compulsory superannuation contributions

- (a) The Employer shall make superannuation contributions for the benefit of each Employee to a compliant superannuation fund nominated by an Employee in in accordance with and subject to Superannuation Law (subject to the statutory minimum and maximum contribution base)
- (b) In the absence of a complying nomination in accordance with 26.1(a), or a stapled fund per Superannuation Law, contributions under clause 26.1(a) will be made to Health Employees Superannuation Trust of Australia (HESTA), subject to its trust deed dated 23 July 1987, as amended from time to time (**Default Fund**). The Default Fund offers a MySuper product.

26.2 Salary sacrifice of superannuation

- (a) The Employer may make contributions to an Employee's nominated superannuation fund over and above any contributions required by clause 26.1(a) 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.
- (b) Where an Employer makes contributions to the Employee's nominated superannuation fund on behalf of the relevant Employee in accordance with clause (a)(a), any contributions required by clause 26.1(a) shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause (a)(a).

27. HIGHER DUTIES

- (a) Where an Employee is required by the Employer to perform higher duties above their appointed classification in which they are ordinarily employed in any one day or shift, the Employee will be paid at the higher Base Rate for:
 - (i) the time so worked for two hours or less; or
 - (ii) a full day or shift where the time so worked exceeds two hours.

28. ALLOWANCES

28.1 Uniforms and laundry allowance

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation, in serviceable condition, free of cost to Employees. Such items are to remain the property of the Employer and will be laundered and maintained by the Employer free of cost to the Employee.
- (b) Instead of the provision of such uniforms, the Employer may pay such Employee a uniform allowance at the rate specified in **Appendix 1 Table 2 - Allowance Rates**.
- (c) Instead of laundering and maintaining such uniforms, the Employer may pay such employee a laundry allowance at the rate specified in **Appendix 1 Table 2 - Allowance Rates**.
- (d) The uniform allowance will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.
- (e) The laundry allowance is not payable during absences on paid or unpaid leave.

28.2 Qualification Allowance (Registered Nurses only)

- (a) A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
 - (i) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest relevant qualification held.
 - (ii) Payment of the qualification allowance is subject to the majority of the qualification being directly relevant to the Employee's employment. Relevant qualifications are those that are applicable or transferable to the delivery of care to older people in residential aged care including, but not limited to: palliative care, dementia care, gerontology, psychogeriatric care, wound care and infection control care. Other considerations of relevance may include whether the qualification would:
 - assist the Registered Nurse in their role and/or assist in maintaining quality patient care; and/or
 - assist in the administration of the ward/unit/area in which the Registered Nurse is employed;
 - (iii) a Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed;
 - (iv) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse, with the exception of:
 - a double degree;
 - an honours degree;
 - a Masters degree;
 - a Doctorate.

- (b) Certificates obtained from training or education facilities shall be recognised provided that the programmes are equivalent to a University/TAFE certificate and the training/education facility verifies that in writing.
- (c) A Registered Nurse who holds a Graduate Certificate, Graduate Diploma or equivalent, or a second degree (other than a nursing undergraduate degree), shall be paid, in addition to their salary, the rate for a Continuing Education Qualification specified in **Appendix 1 Table 2 - Allowance Rates**.
- (d) A Registered Nurse who holds a Masters or PhD (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, the Continuing Education Advanced Qualification rate specified in **Appendix 1 Table 2 - Allowance Rates**.
- (g) An Employee shall only become entitled to a qualification allowance from the commencement of the fortnightly pay period following provision of required evidence to the Employer. Qualification allowances will not be back paid.
- (g) The qualification allowances are paid on ordinary hours worked by eligible full time and part time Employees.
- (h) The above allowances are to be paid during all periods of paid leave except personal leave beyond 21 days and long service leave.

28.3 On call Allowance

- (a) Where the Employer and Employee mutually agree for an Employee to be on call at their private residence, or at any other mutually agreed place, an on-call allowance is paid to an Employee. The Employee is entitled to receive the following additional amounts:

Between rostered shifts or ordinary hours on:	\$ per 24-hour period or part thereof
Monday to Friday inclusive	the rate specified in Appendix 1 - Allowance Rates
Saturday	the rate specified in Appendix 1 - Allowance Rates
Sunday, public holiday or non-rostered day	the rate specified in Appendix 1 - Allowance Rates

- (b) For the purpose of clause (a) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

28.4 Travel, Transport and Fares

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than the rate specified in **Appendix 1 - Allowance Rates** per kilometre.
- (b) When an Employee is involved in travelling on duty, and the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (c) The Employee will not be entitled to reimbursement for expenses referred to in clause (b) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

28.5 Medication Allowance (AINs only)

- (a) AINs specifically required by the Employer to fulfil the requirements of the 'medication roster' on an allocated shift - whereby they undertake medication assistance to all their allocated residents, will be paid an allowance of **\$1.00** per hour for all hours worked on that shift.
- (e) All Employees able to assume the responsibility of this role must have and must maintain their medication competency at all times in accordance with the Employer's policy, as amended from time to time.

PART 6 – Leave and Public Holidays

29. ANNUAL LEAVE

29.1 Entitlement

- (a) All Employees, excluding shift workers set out at subclause 29.1(b), are entitled to five (5) weeks' annual leave for each year of service with the Employer.

(b) Shift Worker Additional Annual Leave

For the purposes of the NES and this clause, a full time or part time Employee employed as a shift worker (as defined herein) are entitled to annual leave as follows:

Shift Worker Definition	Entitlement (for each year of service with the Employer)
An Employee: <ul style="list-style-type: none">• who is regularly rostered to work over seven days of the week; and regularly works on weekends; or• who is regularly rostered to work over seven days of the week; and works on no less than 10 weekends in each year of service with the Employer.	Six (6) weeks

29.2 Accruing and Taking leave

- (a) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (b) Subject to clause 29.4 – Direction to take leave, annual leave will be taken at a time agreed between the Employer and Employee. The Employer will use its best endeavours to accommodate the Employee's request to take annual leave on particular dates. However, this is subject to the business requirements of the Employer.
- (c) Unless otherwise agreed between the Employer and Employee, the Employee must provide to the Employer at least four weeks' notice prior to the time the Employee wishes to commence annual leave.

29.3 Rate of pay and Leave Loading

- (a) Employees will be paid their Base Rate during a period of annual leave.
- (b) In addition to their Base Rate, an Employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their Ordinary Pay on a maximum of 152 hours/four weeks annual leave per annum.
- (c) Shift workers, in addition to their Ordinary Pay, will be paid the higher of:
- (i) 17.5% of their Ordinary Pay; or

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- (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period (being the period of leave).
 - (d) For clarity, an Employee who is paid the 17.5% loading on annual leave, is paid this leave loading in compensation for being unable to work overtime while on annual leave.

29.4 Direction to take annual leave

- (a) Notwithstanding the provisions of subclause 29.2(b), the Employer may direct an Employee to take a period of annual leave in accordance with this subclause. Where an Employee has accrued more than 10 weeks paid annual leave, (12 weeks in the case of shift workers as defined in this clause) such Employee has accrued excessive annual leave (**Excessive Leave**).
- (b) Prior to the Employer issuing a direction for an Employee to take a period of annual leave in accordance with subclause (a), where an Employee has accrued Excessive Leave, the Employer will engage in discussions with the Employee to schedule leave within an agreed upon time.
- (c) If an agreement cannot be reached in accordance with subclause (b), the Employer may require the Employee to take such leave at a time directed by the Employer. The direction to take such leave will be provided by the Employer to the Employee in writing, provided that any such direction by the Employer for an Employee to take a period of annual leave must:
 - (i) not occur until the Employer has afforded the Employee a reasonable opportunity to submit a leave plan to reduce their annual leave balance. The Employer will not unreasonably refuse to agree to a leave reduction plan;;
 - (ii) relate to a minimum period of leave of one week;
 - (iii) provide at least 8 weeks' notice; and
 - (iv) ensure the Employee maintains at least 4 weeks' annual leave.

29.5 Shut-down or partial shut-down periods

Where the Employer shuts down the part of the business in which the Employee works, arising from circumstances beyond the Employer's control, including but not limited to Government health directives or other state of emergency directives, an Employee must take annual leave if they are directed to do so by the Employer, upon the Employer giving one weeks' notice of such to the Employee(s). If the Employee does not have sufficient annual leave accrued to cover the shut-down period, he/she may be required to take unpaid leave.

29.6 Cashing out of annual leave

- (a) An Employee may cash out a period of annual leave provided that:
 - (i) subject to clause 29.2, the Employee has taken paid annual leave of no less than two weeks during the 12 months immediately preceding the Employee's request to cash out a period of annual leave;
 - (ii) the Employee and the Employer agree in writing to cash out the period of annual leave;
 - (iii) after cashing out the period of annual leave the Employee has a balance of no less than four weeks' of annual leave remaining

- (iv) If the Employee has not taken at least two weeks of annual leave during the 12 months immediately preceding the Employee's request to cash out a period of annual leave, then the Employer may only agree to cash out annual leave if the Employee agrees that within three months of the cashing out event, the Employee will take the required amount of annual leave to ensure that the Employee has taken at least two weeks annual leave. This is subject to the requirement under clause 29.6(a)(iii) that the Employee maintains an annual leave balance of at least four weeks after the cashing out event.
- (v) If an Employee cashes out annual leave in accordance with clause 29.6, the Employee will receive the amount of pay he/she would have received had the Employee taken the period of annual leave cashed out.

30. PUBLIC HOLIDAYS

- (a) An Employee is entitled to be absent from his or her employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes. However, the Employer may reasonably request an Employee work a public holiday.
- (b) All work performed by an Employee on the following gazetted Public Holidays in accordance with the *Holidays Act 1983*:-

New Year's Day: A public holiday is to be observed on 1 January; In lieu of observing the public holiday on 1 January: <ul style="list-style-type: none"> ○ a public holiday is to be observed on 2 January only if 1 January is a Sunday; ○ a public holiday is to be observed on 3 January only if 1 January is a Saturday;
Australia Day: A public holiday is to be observed on— <ul style="list-style-type: none"> ○ 26 January; or ○ if 26 January is a Saturday or Sunday—the following Monday.
Good Friday: A public holiday is to be observed on the Friday publicly observed as Good Friday.
The day after Good Friday: A public holiday is to be observed on the day after Good Friday.
Easter Sunday: A public holiday is to be observed on the Sunday following Good Friday.
Easter Monday: A public holiday is to be observed on the Monday following Good Friday.
Anzac Day: A public holiday is to be observed on— <ul style="list-style-type: none"> ○ 25 April; or ○ if 25 April is a Sunday—the following Monday.
Labour Day: A public holiday is to be observed on the first Monday in May.
Birthday of the Sovereign: A public holiday is to be observed on the first Monday in October.
Christmas Day: A public holiday is to be observed on 25 December. In lieu of observing the public holiday on 25 December: <ul style="list-style-type: none"> ○ A public holiday is to be observed on 27 December only if 25 December is a Saturday or Sunday
Boxing Day: A public holiday is to be observed on 26 December. In lieu of observing the public holiday on 26 December: <ul style="list-style-type: none"> ○ A public holiday is to be observed on 28 December only if 26 December is a Saturday or Sunday.

and any other day declared by or under a law of Queensland to be observed generally within the State, or a region of Queensland, as a public holiday by people who work in that State or region;

will be paid at the 200% rate.

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- (c) 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 the 200% rate.

- (d) 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 hours which would have otherwise have been worked on that day at the Base Rate.
- (e) If the period during which an Employee takes paid annual leave includes a day that is a public holiday, the Employee is taken not to be on paid annual leave on that public holiday.
- (f) Public holidays occurring on rostered days off

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.

31. PERSONAL/CARER'S LEAVE

31.1 Entitlement

- (a) An Employee, other than a casual Employee, is entitled to paid personal/carer's leave. The entitlement is as follows:
 - (i) For each year of service, an Employee is entitled to 10 days paid personal/carer's leave, accrued progressively during the year of service according to the Employee's ordinary hours of work. The entitlement is pro-rata for part time Employees;
 - (1) Unused paid personal/carer's leave accumulates from year to year;
 - (2) Paid personal/carer's leave is paid at the Base Rate.
- (b) An Employee, including a casual Employee, is entitled to up to 2 days of unpaid carer's leave per permissible occasion:
 - (i) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
 - (1) a personal illness or injury affecting the member; or
 - (2) an unexpected emergency affecting the member.
 - (ii) if the leave is taken to provide care or support as referred to in sub-clause (b)(i);
 - (iii) as a single continuous period of up to 2 days or any separate periods to which the Employee and the Employer agree.

31.2 Notification and Evidence

- (a) Where an Employee is unfit to attend for work by reason of personal injury or illness (or

is absent by reason of carer's leave in accordance with clause 31.1(b)), the Employee must notify the Employer at least two hours prior to the Employee's normal starting time on the day of absence or, where this is not possible, as soon as practicable thereafter (which may be a time after the commencement of personal leave). An Employee must also advise the period or, expected period, of the absence.

- (b) Where the Employee has given notice of the taking of personal/carer's leave under this clause, the Employee is required to provide evidence in the form of a medical certificate from a registered Health Practitioner of the absence where the absence:
 - (i) is 2 or more consecutive days;
 - (ii) abuts a public holiday, annual leave or a period of two consecutive rostered days off.
- (c) Subject to compliance with (b):
 - (i) the first three single days of personal/carer's leave in any 12-month period of employment do not require provision of evidence to the Employer;
 - (ii) the fourth and any subsequent days of personal/carer's leave, in any 12-month period of employment require evidence in the form of a medical certificate from a registered Health Practitioner or statutory declaration.
- (d) Non-provision of any necessary evidence will result in the day being an unpaid personal/carer's leave day as well as representing non-compliance with this requirement.

32. COMPASSIONATE LEAVE

- (a) Employees are entitled to up to 2 days compassionate leave (whether taken together or separately) for each occasion when:
 - (i) a member of the Employee's Immediate Family or a member of the Employee's household
 - (1) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (2) sustains a personal injury that poses a serious threat to his or her life; or
 - (3) dies.
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive;
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b) 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 satisfactory evidence of a death.
- (c) Permanent Employees are entitled to be paid for compassionate leave taken under clause (a). For Casual Employees the entitlement to compassionate leave is unpaid leave.
- (d) In circumstances where the Employee is involved in the funeral arrangements or is required to travel interstate (or other extensive travel) for the purposes of attendance at the funeral, the Employee may be entitled to one additional day of compassionate leave, subject to the Employer's approval.

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- (e) An Employee may make application for additional unpaid compassionate leave.

33. PARENTAL LEAVE

- (a) Employees are entitled to unpaid Parental Leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES (**Eligible Employees**).
- (b) Primary Parental Leave and Secondary Parental Leave (arrangements) for Eligible Employees:
 - (i) Primary Parental Leave is the unpaid leave set out in the NES associated with:
 - (1) The birth of a child of the Employee or the Employee's spouse or de facto partner (Birth Related Leave); or
 - (2) The placement of a child with the Employee for adoption (**Adoption Leave**).
- (c) Secondary Parental Leave (arrangements) for Eligible Employees:
 - (i) Secondary Parental Leave is the unpaid leave set out in the NES associated with an "employee couple", where each of the employees intends to take the unpaid parental leave, being Birth-Related or Adoption Leave, where one employee takes the primary carer leave and the other employee (being the secondary carer) takes up to 8 weeks of leave concurrently.
- (d) In addition, the Australian Government's Paid Parental Scheme (**PPS**) and Dad and Partner Pay (DaPP) is in operation and an Employee may be eligible for payment under the provisions of the *Paid Parental Leave Act 2010*.
- (e) Eligible Employees (excluding casual Employees) are entitled to paid leave and additional benefits as set out in this clause.
- (f) Paid Leave

An Eligible Employee, taking Primary Parental- Birth Related or Adoption Leave, is entitled to **6 weeks'** paid leave. The paid leave is payable at the Employee's Base Rate.
- (g) Superannuation during paid parental leave

The Employer will make superannuation contributions, at the minimum rate and in accordance with Superannuation Law, for the period of the 6 weeks paid leave set out at clause 33(f).
- (h) Additional Parental Leave Arrangements
 - (i) Birth Related Leave may commence up to 6 weeks prior to the expected date of birth of the child. It is not compulsory for an Employee to take this period off work. However, if an Employee decides to work within 6 weeks before the birth, the Employer may ask the Employee to provide a medical certificate certifying matters pertaining to their fitness for work in accordance with the arrangements set out at s.73 and s.74 of the Fair Work Act.
 - (ii) An Eligible Employee may, in conjunction with periods of paid Primary Carer's Leave access any annual leave or long service leave entitlements which they have accrued – subject to the total amount of leave not exceeding 24 months.

34. LONG SERVICE LEAVE

- (a) Except as provided under clauses (b) and (c), an employee is entitled to long service leave on full pay in accordance with the *Industrial Relations Act 2016* (Qld).
- (b) Employees who have completed at least seven years' continuous service will be entitled to long service leave, calculated at the rate of 1.3 weeks per year of continuous service (or part thereof).
- (c) Employees who have completed at least seven years' continuous service will be entitled to a proportionate payment for untaken long service leave on termination of their employment, regardless of the reason for the termination of their employment. The proportionate payment under this clause will be calculated on the basis of 1.3 weeks per year of continuous service (or part thereof).

35. REPRESENTATIVE LEAVE

- (a) An appointed QNMU representative shall have the right to:
 - (i) be treated fairly and to perform his or her role as union representative without any discrimination in their employment;
 - (ii) paid time off to participate in Union training (as per clause (b)); and
 - (iii) place Union information on the staff notice board in a prominent location within the workplace.
- (b) Employees appointed as Union representatives 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.
- (c) Only one Employee per facility may be granted paid time off to attend the training at any one time.
- (d) 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.
- (e) Employees will apply 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. PROFESSIONAL DEVELOPMENT LEAVE

Full time Employees will be entitled to take up to five days paid professional development leave per annum (pro rata 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. The entitlement to professional development leave is non-cumulative.

37. CEREMONIAL LEAVE

An Employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

38. JURY SERVICE

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, in accordance with the *Jury Act 1995*.

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.

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.'

39. COMMUNITY SERVICE LEAVE

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

40. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

This clause applies to all Employees, including casuals.

(a) Entitlement to leave

(i) An Employee is entitled to 5 days' leave to deal with family and domestic violence, as follows:

- (1) The entitlement to leave is paid for full and part time employees and unpaid for casual employees;
- (2) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (3) the leave does not accumulate from year to year;

(ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

(iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.

(b) Taking leave to deal with family and domestic violence

(i) An Employee may take leave to deal with family and domestic violence if the Employee:

- (1) is experiencing family and domestic violence; and

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- (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
 - (ii) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- (c) Service and continuity
- (i) The time an Employee is on leave to deal with family and domestic violence, which is:
 - (1) paid leave – does count as service for all purposes
 - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (d) Notice and evidence requirements
- (i) Notice
 - (1) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
 - (A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (B) must advise the Employer of the period, or expected period, of the leave.
 - (ii) Evidence
 - (1) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause (b).
 - (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- (e) Confidentiality
- (i) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause (d), is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in clause (e) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with such Employees regarding the handling of this information.

(f) Compliance

An Employee is not entitled to take leave under clause 40 unless the Employee complies with clause 40.

41. NATURAL DISASTER LEAVE

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; or
- (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.

This Special Disaster Leave is non-cumulative and is approved at the sole discretion of the General Manager. The General Manager may, in exceptional circumstances consider a second paid day per calendar year.

42. EDUCATION AND TRAINING

- (a) Where the Employer has implemented or is participating in a no lift training program all Employees must attend the required training.
- (b) All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and the Employer's policy on mandatory training.
- (c) All Employees must attend in-service training provided by the Employer and/or undertake all e-learning modules required to meet the Employer's annual statutory responsibilities in respect of topics including, but not limited to:
 - (i) fire and emergency;
 - (ii) customer service;
 - (iii) manual handling;
 - (iv) food handling; and
 - (v) infection control.
- (d) All mandatory training (which includes required e-learning) must be undertaken by Employees at a time, or times, authorised by the Employer.
- (e) Attendance at mandatory training will be paid at the Base Rate, subject to the following:
 - (i) Where such training is undertaken during the course of the Employee's ordinary rostered shift (**Ordinary Shift**) – the Employee will be paid, in addition to the Base Rate, any applicable shift or weekend penalty rate (or casual loading in the case of a casual Employee) that is payable on the Ordinary Shift;
 - (ii) Where operationally practicable, e-learning will be rostered/undertaken during the Employee's Ordinary Shift.
 - (iii) For training completed outside of the Employee's ordinary rostered hours - the Employee will be paid a minimum period of **1 hour**. In addition to the Base Rate,

the Employee will be paid any shift or weekend penalty rate (or casual loading in the case of a casual Employee) that would be applicable to ordinary hours for such attendance;

(iv) In the case of AINs, where mandatory training is undertaken outside of the Employee's rostered ordinary hours

(1) the first 12 hours per year of such training will be paid in accordance with (e) (iii);

(2) any remaining training beyond 12 hours per year will be paid at the applicable overtime penalty rate.

(f) Attendance at any training course other than those referred to above maybe supported by the Employer in accordance with specific policy initiatives.

PART 7 – Ending Employment

43. TERMINATION

- (a) 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:

Registered Nurses and Enrolled Nurses
Four (4) weeks

Other Staff

Employee's Period of continuous service with the employer at the end of the day the notice is given	Period of Notice
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

- (b) 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.
- (c) In clause (a) and the table herein continuous service has the same meaning as in s.117 of the Act.
- (d) In addition to the notice in clause (a), Employees over 45 years old who have completed at least 2 years' continuous service with the Employer at the end of the day the notice is given shall be entitled to an additional week's notice. The notice required to be given by an Employee is the same as that required of the Employer except that the Employee does not have to give additional notice based on the age of the Employee.
- (e) 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.
- (f) 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:
- (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.
- (g) If an Employee who is at least 18 years old and does not give the period of notice required under clause (a) and the table therein then the Employer may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.

- (i) If the Employer has agreed to a shorter period of notice than that required under clause (a) and the table therein, then no deduction can be made under clause (g).
- (ii) Any deduction made under clause (g) must not be unreasonable in the circumstances.

(h) **TERMINATION WITHOUT NOTICE**

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

44. REDUNDANCY

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 done by anyone and that decision leads to the termination of employment of the Employee, (**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 (**weeks' pay** has a corresponding meaning).

Transfer to lower paid duties

- (c) 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 thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

Severance pay

- (d) 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:-

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 least 9 years	16 weeks' pay

Employee leaving during notice period

- (e) An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 43 -Termination with Notice. 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.

Employees exempted

- (f) The entitlement to redundancy pay does not apply to the following employees:
 - (i) Employees terminated because of serious misconduct
 - (ii) probationary Employees;
 - (iii) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (iv) Employees engaged for a specific period of time or for a specified task or tasks; or
 - (v) Casual Employees.

Transfer of business

- (g) An Employee is not entitled to severance pay in relation to the termination of their employment by the Employer where:
 - (i) 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
 - (ii) the Employee rejects an offer of employment with the new employer that:
 - (1) is on terms and conditions 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
 - (2) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; and
- had 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.

I am authorised to sign this Agreement on behalf of REGIS



SIGNATURE

Linda Mellors, Chief Executive Officer

Address: Level 2, 615 Dandenong Rd, Armadale, Victoria 3143

Date: 23/12/2022

I am authorised to sign this Agreement, as the employee bargaining representative, on behalf of the QNMU and ANMF

SIGNATURE

PRINT NAME AND AUTHORITY/TITLE

Address:

Date:

I am authorised to sign this Agreement, as ~~an employee~~ representative, ~~being an employee~~ ^{of} ~~covered by the Agreement~~

SIGNATURE

Signature: *Michaela Conroy*
PRINT NAME AND AUTHORITY/TITLE
Registered Nurse - CC Team
leader

Address: 9/15 Short St Redlynch 4870

Date: 22/12/20

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

Assistant in Nursing

2.1 Assistant in Nursing Level 1

- 2.1.1 An Employee at this level shall perform work at the level of skill of an Entry Level Employee and shall have obtained proficiency necessary to perform work at this level.
- 2.1.2 An Employee at this level is required to:
 - (a) exercise discretion and judgement within their level of skill and training;
 - (b) receive on or off the job training or has received training;
 - (c) work under direct or indirect Supervision
 - (d) demonstrate an understanding of standards required in the aged care industry and actively participate in the implementation of those standards;
 - (e) active involvement in, and contributes to, continuous improvement.
- 2.1.3 Indicative tasks/skills of this level, in addition to the Entry Level, may include but not be limited to the following:
 - (a) provide input on observation;
 - (b) record on standard structured pro forma;
 - (c) assist in delivery of nursing care under direct or indirect Supervision;
 - (d) assist with medications on the request of the client/resident within a delegated or assigned range of duties, subject to legislative requirements.

3.1 Assistant in Nursing Level 2

- 3.1.1 An Employee at this level shall perform work above the skills of a Level 1 Employee and perform tasks and shall have obtained proficiency and qualifications to perform work at this level.
- 3.1.2 An Employee at this level is required to:
 - (a) have obtained a Level III Certificate in Residential Age Care or equivalent;
 - (b) operate under direct or indirect Supervision;
 - (c) exercise discretion and judgement within their level of skill and training;
 - (d) demonstrate an understanding of standards required in the aged care industry;
 - (e) assist Employees undertake structured training.
- 3.1.3 Indicative tasks/skills of this level, in addition to Level 1, may include but not be limited to:
 - (a) input into resident assessment;
 - (b) input into documentation using a variety of flow charts;
 - (c) input into orientation of staff;
 - (d) data collection
 - (e) assist in delivery of nursing care under direct or indirect Supervision.

4.1 Assistant in Nursing Level 3

- An Employee appointed to this level shall perform work above and beyond the skills of Level 2 and shall have obtained proficiency and the capabilities to perform at this level.
- An Employee at this level is required to:
 - (a) Take on the responsibility to train and coach other staff in a 'train the trainer' capacity for the delivery of at least two significant skill development/in service training requirements,

such as Emergency Response, Resident Lifting etc and or active involvement in the Health Safety and Environmental Committee as the Facility Representation.

- (b) the formal induction and buddying of all new entrants to the facility through provision of full support and guidance during the three month 'onboarding' process to the required level established by the Employer.
- (c) Exercise discretion and decision making responsibility within their level of skill and training.
- (d) Capability to work both under direct or indirect supervision.

It is important that Employees operating at this level are able to demonstrate the attributes necessary to fulfil the roles and responsibilities and provide the ongoing support necessary to be successful.

The following criteria are some of capability criteria expected.

- Demonstrated interest and the required attributes of being a buddy.
- Demonstrated high standards of work practice.
- Demonstrated ability to socialise new staff into the workplace.
- Demonstrated participation in or commitment to coaching and guiding the work performance of peers.
- Demonstrated commitment to the enhancement or development of leadership skills.
- Minimum of 2 years working with the Employer.

Appointment at this grade is at the discretion of the Employer.

Enrolled Nurse

1.1 Enrolled Nurse Level 1

- 1.1.1 An Employee appointed to this level shall perform work above the level of skills of an Assistant in Nursing and shall hold a current Enrolled Nurse registration with the Australian Health Practitioner Regulation Agency.
- 1.1.2 An Employee at this level shall:
- (a) have obtained a relevant certification from the Australian Health Practitioner Regulation Agency;
 - (b) have obtained an Enrolled Nurse Diploma but has less than one year's experience in the age care industry. Shall be classified at pay point 2;
 - (c) work under supervision;
 - (d) exercise discretion and decision making/responsibility within their level of skill and training;
 - (e) provide on the job and in-service training as directed;
 - (f) demonstrate the effective application of standards required in the age care sector.
- 1.1.3 Indicative tasks/skills of this level, in addition to Assistant in Nursing Level 3, may include but not limited to:
- (a) input into formulation and evaluation of the care plan;
 - (b) input into orientation of staff;
 - (c) undertakes procedures in scope of practice;
 - (d) monitor vital signs and report changes;
 - (e) support lower level staff;
 - (f) deliver nursing care under supervision.

2.1 Enrolled Nurse Level 2

- 2.1.1 An Employee appointed to this level shall perform work above and beyond the skills required for an Enrolled Nurse Level 1 and shall have obtained proficiency and qualifications necessary to perform work at this level.
- 2.1.2 An Employee at this level is required to:
- (a) hold current Enrolled nurse registration with the Australian Health Practitioner Regulation Agency without a notation on their registration indicating the nurse does not hold a Board-approved qualification in administering medicines and/or who holds an Enrolled Nurse Diploma, and who has completed one year experience in the age care industry;
 - (b) work under minimal supervision;
 - (c) exercise discretion and decision making/responsibility within their level of skill and training;
 - (d) provide on-the-job and In Service training;
 - (e) demonstrate the effective application of standards required in the age care sector.
- 2.1.3 Indicative tasks/skills of this level, in addition to an Enrolled Nurse Level 1, may include but not limited to:
- (a) administer medications in accordance with authorised certification;
 - (b) input into formulation implementation and evaluation of the care plan;
 - (c) interpret into formulation implementation and evaluation of the care plan;

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- (d) input into orientation of staff.

2.2 Advanced Practice Enrolled Nurse Level 3

- 2.2.1 An employee at this level will perform work above and beyond the skills of an Enrolled Nurse Level 2 and will have obtained proficiency and qualifications necessary to perform work at this level. The employee at this level will perform work within their scope of practice in accordance with the following:
- 2.2.2 An Employee at this level is required to:
 - (a) hold current registration with the Australian Health Practitioner Regulation Agency;
 - (b) work under minimal professional supervision and will co-ordinate other employees;
 - (c) exercise discretion and decision making/responsibility within their level of skill and training and within the scope of practice for enrolled nurses;
 - (d) provide and maintain documentation as required;
 - (e) assist with training and orientation of new staff in non-clinical duties
 - (f) demonstrate the effective application of standards in the aged care sector;
 - (g) contribute information for the assessment of residents' needs.
- 2.2.3 Indicative tasks/skills in addition to Enrolled Nurse Level 2, may include but are not limited to:
 - (a) accountability to Registered Nurse for resident care;
 - (b) coordinating lower level staff;
 - (c) participation in the gathering of information to enable the comprehensive assessment of residents;
 - (d) participate in the evaluation of care plan;
 - (e) implement the care plan;
 - (f) monitor and report outcomes of clinical practice to the registered nurse;
 - (g) input into orientation and training of staff in non-clinical areas;
 - (h) of non-clinical skills.

Registered Nurses

A registered nurse (**'RN'**) shall perform nursing care within the scope of practice of the RN, which is determined by the Nursing and Midwifery Board of Australia (**"NMBA"**). A RN will comply with any professional standards and guidelines relevant to the practice setting. The RN ensures that an Assistant in Nursing does not provide care unless the Assistant in Nursing has demonstrated to the RN that he/she can provide the episode of care safely and competently. The RN on any given shift is accountable for ensuring that delegated nursing care is in keeping with professional standards and guidelines and within the demonstrated competence of the staff member providing that care. The RN will monitor and evaluate the outcomes of all delegated care.

1.1 Registered Nurse under supervision (Level1)

An Employee appointed to this level shall have obtained proficiency and qualifications necessary to perform work at this level. An Employee at this level shall usually work under the indirect supervision of a more experienced RN yet still perform work in accordance with NMBA competencies.

An Employee at this level is required to:

- a) be registered by the Australian Health Practitioner Regulation Agency;
- b) work under general guidance of an RN in a higher classification;

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- c) exercise discretion and decision making responsibility within their level of skill, scope of practice and training;
 - d) provide and maintain all documentation as required;
 - e) provide residents with information that will assist them to make choices;
 - f) work consistently within the Aged Care Quality Standards; and
 - g) undertake assessments of residents' needs.

1.2 Registered Nurse- Level 2

Employees classified at this level provide nursing services direct to residents. Roles within this level consolidate knowledge and skills and develop in capability through continuous professional development and experience. An Employee at this level accepts accountability for their own standards of nursing care and for activities delegated to others. A RN working at this level would normally be responsible, to the extent of matters within their control, for the provision of all Nursing Care at the relevant Aged Care Facility.

Employees in these roles will:

- a) provide direct and individualised nursing care to residents on a shift by shift basis in a defined clinical area;
- b) assess individual resident needs, plan and implement or coordinate appropriate service delivery from a range of accepted options;
- c) plan and coordinate services with other disciplines or agencies in meeting individual's health care needs;
- d) complete residents care plan assessments on admission;
- e) participate in quality assurance activities within practice setting;
- f) contribute to resident safety, risk minimisation and safe work activities within the practice setting;
- g) manage all medication administration in terms of the Employer's lawful policies and procedures, subject to the RN's professional and lawful obligations;
- h) be responsible for the proficient overall supervision of all nursing staff, their designated duties, performance expectations, performance reviews and performance management as required;
- i) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
- j) use foundation theoretical knowledge and evidence-based guidelines and apply these to a range of activities to achieve agreed resident care outcomes;
- k) practise as a RN within a nursing model established to support resident centred care;
- l) contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
- m) review assessments and recommendations from less experienced; RNs, Enrolled Nurses and Assistants in Nursing;
- n) provide support and guidance to newer or less experienced staff; Registered Nurse, Enrolled Nurses and Assistants in Nursing;
- o) support nursing practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of graduates; and

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- p) accept appropriate employer assistance to continue own professional development, and engage in learning opportunities.

1.3 Registered Nurse Level 3

Employees classified at this level provide holistic nursing care to all residents' . The activities required of roles at this level are almost entirely clinical in nature. Work at this level is normally undertaken by Employees with at least 4 years post registration experience. An Employee at this level accepts accountability for their own practice standards, activities delegated to others and the leadership, guidance, development and where required, on the floor training of less experienced staff.

Employees in these roles will:

- a) provide high levels of individualized clinical nursing care and/or individual case management to residents in a defined clinical area;
- b) complete residents care plan assessments on admission;
- c) assess residents' holistic care needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care to all relevant parties;
- d) oversee the provision of nursing care within their designated area of accountability through effective delegation of all tasks to be completed on the shift;
- e) plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs;
- f) ensure the safe management of medications in line with policy, process and legislative obligations;
- g) be responsible for the proficient overall supervision of staff, their designated duties, performance expectations, performance reviews and performance management as required;
- h) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
- i) demonstrate and promote a risk minimisation approach to all practice and support implementation and maintenance of systems to protect resident's and staff;
- j) integrate advanced theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed resident care outcomes;
- k) work in accordance with the Employer's clinical systems policies and procedures;
- l) work within and promote a nursing model of resident centred care model of partnership and support;
- m) act to resolve all local and/or immediate nursing care or service delivery problems within their control;
- n) be part of, and committed to improvement activities- the Continuous Improvement process;
- o) encourage and promote a working environment that promotes harmony;
- p) contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts;
- q) develop and maintain a learning environment, taking a leadership and coaching role to team and individuals capability development;

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- r) work with the Employer's nursing leadership team to attain consistency of nursing practice standards;
 - s) participate in clinical consultations, overseeing learning experiences, and goal setting for new staff and staff with less experience;
 - t) manage all resident incidents including investigating resident complaints, incidents and accidents and escalate as appropriate in accordance with the Employer's procedures;
 - u) act as a resource person based on knowledge, experience and skills;
 - v) manage out of ordinary incidents by contacting appropriate personnel or authorities related to equipment failure, emergency situation, property damage or storms; and
 - w) manage their own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

1.3.1 In addition to the foregoing, the Employee may:

- a) as required, provide prospective residents with a detailed overview of all services and programs and put them in touch with the right personnel;
- b) be required to participate in and/or provide clinical input and/or research;
- c) manage staffing and staff attendance by organising replacement staff, rostering and work allocation;
- d) be required to undertake a specific activity and/or portfolio to fully support the Facility's delivery of quality care; and
- e) undertake and oversee the quality of non-clinical aspects of the Facility; cleaning, laundry, catering, lifestyle and relevant administration functions.

Upon commencement of this Agreement, no Employee's salary shall be reduced as a result of the implementation of the above Nursing Classifications.

SCHEDULE 2: GRANDPARENTED TRANSFERRED EMPLOYEE ARRANGEMENTS

- 2.1 For Employees at the Redlynch Glen mead Village Aged Care Facility at Cairns who were previously employed by The Uniting Church in Australia Property Trust t/a Blue Care, the Employer confirms the ongoing operation and enforceability of the undertaking provided to the Fair Work Commission on 27 February 2015 in matter AG2015/1706, and as noted in the Decision of Commissioner Simpson dated 2 March 2015 (Regis Aged Care Pty Ltd [2015] FWC 669).
- 2.2 CONDITIONS FOR EX-MASONIC EMPLOYEES RETAINED FROM THE MASONIC CARE EA

Ex-Masonic Employees (as defined below) will not be disadvantaged overall by the transfer of their employment to the Employer (Regis) and are entitled to the following:

1. An Ex-Masonic employee who was, as at 7 March 2016, participating in a salary sacrifice arrangement with beneficial tax treatment, Regis will “gross up” that employee’s salary (including for tax) to provide them with the same net benefit as when they received the salary sacrifice arrangement. The “grossed up” amount will be paid to the employee as a fixed allowance.
2. In addition, the terms of the undertaking provided by Regis and confirmed in correspondence to the Queensland Nurses Union on 22 August 2016, and dated 19 August 2016, apply.
3. No employee will be paid less than the rates payable under the Masonic Care Agreement at its nominal expiry date [Provided if for any classification a higher rate of pay applies under Appendix 1 of this Agreement, the higher wage rate and applicable increases under Appendix 1 of this Agreement will apply.]
4. Ordinary hours worked on any Public Holiday will be paid at the rate of 250% of the ordinary time rate of pay.
5. An Employee made redundant will receive any additional redundancy payment that would have been payable under the Masonic Care Agreement (this impacts only on Transferring Employees with between 10 and 12 years’ service).
6. Further, in the event of a redundancy situation arising, Regis will give consideration to the option of voluntary redundancy prior to the implementation of such redundancies.
7. An Employee will only be required to provide Regis with 2 weeks’ notice of termination of employment.
8. Paypoint progression will apply as provided for in clause 6.4.1 of the Masonic Care Agreement.
9. For employees rostered for shifts of between 5 and 6 hours of duration, Regis will consider agreements with individual Employees for the timing of meal breaks.
10. Registered Nurse will have a 15-minute period on each shift to provide time for communication of relevant operational matters to the incoming shift.

Definitions

- (a) “Masonic Care Agreement” means the Masonic Care Queensland Enterprise Agreement 2015 (AG2015/6509).
- (b) “Ex-Masonic Employee” means a person who was employed by the Board of Benevolence and of Aged Masons Widows and Orphans’ Fund t/a Masonic Care Queensland (**Masonic Care**) and who became an employee of the Employer (Regis) between 1 June 2016 and 1 August 2016 (inclusive).

APPENDIX 1 – RATES OF PAY AND ALLOWANCES

Table 1 – Rates of Pay

	Current EA Rates	FFPPOA 1.10.22	FFPPOA 1.10.23
Assistants in Nursing	p/hr (\$)	p/hr (\$)	p/hr (\$)
AN Level 1.1	\$22.82	\$23.71	\$24.36
AN Level 1.2	\$23.23	\$24.09	\$24.75
AN Level 2.1	\$23.91	\$25.26	\$25.95
AN Level 2.2	\$24.10	\$25.26	\$25.95
AN Level 3	\$24.91	\$26.03	\$26.75
Enrolled Nurse			
Enrolled Nurse Level 1.1	\$26.46	\$27.33	\$28.15
Enrolled Nurse Level 1.2	\$26.88	\$27.77	\$28.60
Enrolled Nurse Level 2.1	\$27.70	\$28.61	\$29.47
Enrolled Nurse Level 2.2	\$28.12	\$29.05	\$29.92
Advanced Practice EN - Level 3			
Enrolled Nurse Level 3.1	\$28.55	\$29.49	\$30.38
Enrolled Nurse Level 3.2	\$28.98	\$29.94	\$30.83
Registered Nurse			
Level 1			
Registered Nurse Level 1.2	\$30.21	\$31.51	\$32.85
Registered Nurse Level 1.3	\$32.21	\$33.60	\$35.02
Registered Nurse Level 1.4	\$34.06	\$35.52	\$37.03
Registered Nurse Level 1.5	\$35.72	\$37.26	\$38.84
Level 2			
Registered Nurse Level 2.1	\$35.72	\$37.26	\$38.84
Registered Nurse Level 2.2	\$37.07	\$38.66	\$40.31
Registered Nurse Level 2.3	\$39.03	\$40.71	\$42.44
Level 3			
Registered Nurse Level 3.1	\$39.08	\$40.76	\$42.49
Registered Nurse Level 3.2	\$40.58	\$42.32	\$44.12
Registered Nurse Level 3.3	\$42.13	\$43.94	\$45.81
Ex Masonic rates -			
QLD MCQ - AIN Level 1.2	\$24.13	\$24.61	\$24.86
QLD MCQ - AIN Level 2.1	\$24.66	\$25.26	\$25.95
QLD MCQ - AIN Level 2.2	\$25.11	\$25.61	\$25.95
QLD MCQ - AIN Level 3.1	\$26.00	\$26.52	\$26.79
QLD MCQ - EN Level 2.2	\$29.91	\$30.51	\$30.81
QLD MCQ - RN Level 1.3	\$36.74	\$37.47	\$37.85

Ex BlueCare rates -			
QLD RED - AN Level 1.2	\$26.61	\$27.14	\$27.41
QLD RED - AN Level 2.2	\$27.85	\$28.41	\$28.69
QLD RED - AN Level 3.1	\$28.97	\$29.55	\$29.84
QLD RED - EN Level 2.3	\$32.68	\$33.33	\$33.67

* FFPPOA - the rates apply first full pay period on or after

Table 2 – Allowances

				Current	FFPPOA 1.10.22	FFPPOA 1.10.23
Overtime Meal Allowance (per meal)				\$13.85	\$14.44	\$14.73
Shift Supervisor (per shift)				\$9.76	\$12.24	\$12.48
Uniform Allowance (per shift)				\$1.40	\$1.46	\$1.49
Laundry Allowance (per shift)				\$0.37	\$0.39	\$0.39
Continuing Education Allowance (per week)				\$22.28	\$23.24	\$23.70
Continuing Education Allowance - Advanced (per week)				\$28.15	\$29.36	\$29.95

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/5587

Applicant: Regis Aged Care Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dr Linda Mellors, Managing Director and Chief Executive Officer, have the authority given to me by Regis Aged Care Pty Ltd to give the following undertakings with respect to the *Regis Aged Care Registered Nurses, Enrolled Nurses and Assistants in Nursing, Queensland Agreement 2022* (the **Agreement**):

1. Clause 19.4 of the Agreement is amended to insert subclause (c) as follows:

(c) Notwithstanding subclause 19.4(b), a casual employee will be entitled to a minimum payment of two hours where required by the Employer to attend compulsory paid training or a compulsory meeting, other than during a rostered shift.
2. Clause 42(e)(iv) of the Agreement is amended to insert paragraph (3) as follows:

(3) Notwithstanding paragraphs (1) and (2) of this subclause, a casual AIN, will be paid at the applicable overtime penalty rate for all such mandatory training undertaken outside of rostered ordinary hours.
3. Clause 12 of the Agreement is amended to delete subclause 12(b).
4. Clause 30 of the Agreement is amended to insert subclause (g) as follows:

(g) All work performed by a casual Employee on the public holidays set out at clause 30(b) will be paid at the 250% rate, in lieu of the casual loading.
5. Clause 16 of the Agreement is amended to insert the following provision:

*16.1 Previous experience of a new Employee, for the purposes of determining the appropriate classification and increment level on commencement with the Employer, includes:
(a) practical experience of nursing care and / or services; and
(b) for registered nurses, clinical practice,
subject to the provision by the Employee of evidence satisfactory to the Employer.*
6. Clause 19.2 of the Agreement is amended to delete subclause 19.2(b) and insert a new subclause (b) as follows:

*(b) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours in accordance with subclause (a)), they will be paid at the rate of **200%** of the Base Rate (or **250%** of the Base Rate for casual Employees) until released from duty for such period.*
7. Clause 21.1(a) of the Agreement is deleted and a new provision inserted as follows:

*21.1(a) Overtime is approved where an Employee has performed overtime hours:
(i) at the request of the Employer; or
(ii) in circumstances where the resident care needs are urgent and genuine and the Employee's Manager or After-Hours Supervisor is not available to provide prior approval.
(Approved Overtime).*

(b) An Employee may refuse to work overtime hours if they are unreasonable. In determining whether overtime hours are reasonable or unreasonable for the purpose of this clause the following must be taken into account:

- (i) any risk to employee health and safety from working the overtime hours;*
- (ii) the Employee's personal circumstances, including family responsibilities;*
- (iii) the needs of the workplace in which the Employee is employed;*
- (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working overtime hours;*
- (v) any notice given by the Employer of any request or requirement to work the overtime hours;*
- (vi) any notice given by the Employee of his or her intention to refuse to work the overtime hours;*
- (vii) the usual patterns of work in this sector (aged care);*
- (viii) the nature of the Employee's role, and the Employee's level of responsibility;*
- (ix) whether additional hours are in accordance with averaging terms in the Agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under the Agreement; and*
- (x) any other relevant matter.*

8. The Employer will not allow any Employees to undertake split shifts, being a single shift worked in two or more separate periods with unpaid breaks (other than a meal break), whilst this Agreement is in operation.
9. The Employer undertakes that the arrangements set out at clause 44(g) – Transfer of business, of the Agreement, are subject to section 120 of the *Fair Work Act 2009*.

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



Signature

27/04/2023

Date