



DECISION

Fair Work Act 2009

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

Regis Aged Care Pty Ltd
(AG2025/2439)

REGIS AGED CARE PTY LTD, ANMF & HWU ENTERPRISE AGREEMENT – VICTORIA 2025

Aged care industry

COMMISSIONER TRAN

MELBOURNE, 1 SEPTEMBER 2025

Application for approval of the Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement – Victoria 2025

[1] Regis Aged Care Pty Ltd has applied for approval of an enterprise agreement known as the *Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement – Victoria 2025* under s 185 of the *Fair Work Act 2009 (Cth)*.

[2] The Agreement is a single enterprise agreement.

[3] Clause 5.1 of the Agreement gives **precedence to the National Employment Standards** and I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[5] The Employer has provided written **undertakings**. 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.

[6] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] The Agreement is approved and, in accordance with s 54 of the Act, will **operate from** 8 September 2025.

[8] In accordance with clause 6.1, the **nominal expiry date** of the Agreement is 1 July 2027.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE530274 PR791264>

ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2025/2439

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 undertaking with respect to the *Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement – Victoria 2025* (the **Agreement**):

1. The Agreement does not and will not apply to apprentices.
2. The Agreement does not make provision for sleepovers and employees are not and will not be engaged to undertake sleepovers for the life of the Agreement.

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



Signature

26/8/2025

Date



Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement – Victoria 2025

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.

TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION	3
2 NAME OF THE AGREEMENT	3
3 DEFINITIONS	3
4 SCOPE OF THE AGREEMENT	6
5 RELATIONSHIP TO NES	6
6 DATE AND PERIOD OF OPERATION	6
7 COVERAGE	6
8 POSTING OF THE AGREEMENT AND NOTICES	7
9 FLEXIBILITY ARRANGEMENTS	7
9A REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS	8
PART 2 – CONSULTATION AND DISPUTE RESOLUTION	9
10 CONSULTATION REGARDING CHANGE	9
11 DISPUTE RESOLUTION	10
PART 3 – THE EMPLOYMENT RELATIONSHIP	12
12 TYPES OF EMPLOYMENT	12
13 STAFF REPLACEMENT	15
14 WORKLOAD MANAGEMENT	15
PART 4 – HOURS OF WORK AND ROSTERING	17
15 SPAN OF HOURS	17
16 HOURS OF WORK	17
17 ROSTERS	18
18 OVERTIME	19
19 SHIFT PENALTIES AND ALLOWANCES	22
20 WEEKEND PENALTIES	22
21 MEAL BREAKS AND REST PAUSES	23
PART 5 – WAGES AND RELATED MATTERS	25
22 WAGES	25
23 PAYMENT OF WAGES	25
24 SUPERANNUATION	26
25 HIGHER GRADE DUTIES	26
26 CLASSIFICATIONS	26
27 ALLOWANCES	27
28 PROVISION OF NURSING SERVICES	29
PART 6 – LEAVE AND PUBLIC HOLIDAYS	30
29 ANNUAL LEAVE	30
30 LONG SERVICE LEAVE	33
31 PERSONAL LEAVE	35
32 FAMILY AND DOMESTIC VIOLENCE LEAVE	37
33 COMPASSIONATE LEAVE	38
34 PUBLIC HOLIDAYS	39
35 PARENTAL LEAVE	42
36 PAID EMERGENCY SERVICES LEAVE	43
37 BLOOD DONORS LEAVE	43
38 PROFESSIONAL DEVELOPMENT LEAVE	43
39 EDUCATION AND TRAINING	43
40 JURY SERVICE	44
41 CEREMONIAL LEAVE	44
PART 7 – ENDING EMPLOYMENT	45
42 TERMINATION OF EMPLOYMENT	45
43 REDUNDANCY	46
44 DISCIPLINARY POLICIES	48
PART 8 – OTHER MATTERS	49
45 ACCIDENT PAY	49
46 DELEGATE RIGHTS	49
APPENDIX 1: WAGE RATES AND ALLOWANCES	54

APPENDIX 2: AGED CARE EMPLOYEE CLASSIFICATIONS	59
APPENDIX 3: ENROLLED NURSES AND REGISTERED NURSES CLASSIFICATIONS AND DEFINITIONS	63
APPENDIX 4: ACCIDENT MAKE UP PAY	71

PART 1 – Application and Operation

2 NAME OF THE AGREEMENT

This Agreement will be known as the Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement – Victoria 2025 (“the Agreement”).

3 DEFINITIONS

3.1 General

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 Pty Ltd, ANMF and HWU Enterprise Agreement – Victoria 2025*.
- (c) **Day Worker** mean an Employee whose ordinary hours are worked between 6.30am and 6pm, Monday to Friday,
- (d) **Double Time** means payment of twice the Ordinary 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 Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 250%.
- (f) **Director of Nursing** means General Manager or Clinical Manager or Facility Manager (however titled).
- (g) **Enrolled Nurse** means an Employee who is registered pursuant to the provisions of the Nursing and Midwifery Board of Australia
- (h) **Employees** means Employees of the Employer covered by this Agreement, as set out in clause 7.1(b).
- (i) **Employer** means Regis Aged Care Pty Ltd (ACN 125 223 645).
- (j) **Excluded Employee(s)** means General Manager(s), Clinical Manager(s) or any other state office Employee or retirement village, home care and day therapy Employee employed by the Employer in Victoria.
- (k) **Family and Domestic Violence** means violent, threatening or other abusive behaviour by a close relative of an employee (being a member of the employee’s Immediate Family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules per the NES), a member of an employee's household, or a current or former intimate partner of an employee, that:
 - seeks to coerce or control the Employee; and
 - causes the employee harm or to be fearful.
- (l) **FWC** means the 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..
- (m) **Aged Care Employees** means Employees employed in the Aged Care Classification Stream set out in this Agreement.

- (n) **National Employment Standards** are the minimum legislated standards provided for in the Act.
- (o) **NES** means the National Employment Standards.
- (p) **Ordinary Rate** means an Employee's ordinary hourly rate of pay derived from the applicable weekly rate of pay set out in Appendix 1 as adjusted according to clause 22. The Ordinary Rate is calculated by dividing the weekly rate of pay by 38 (hours) and excludes overtime, penalty rates, shift allowances, allowances, bonuses or any other ancillary payments of a like nature.
- (q) **Ordinary Time Earnings** has the meaning in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.
- (r) **Public Holiday** means the listed public holidays and any declared region specific public holidays in accordance with clause 34 – which will apply according to where the Employee is based for work purposes within the State of Victoria.
- (s) **Registered Health Practitioner** means a registered and practising health practitioner (eg General Practitioner or other doctor), Dentist, Chiropractor or Clinical Psychologist, Psychiatrist, Physiotherapist but does not include a Pharmacist
- (t) **Registered Nurse** means a nurse that is registered pursuant to the provisions of the Nursing and Midwifery Board of Australia
- (u) **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.
- (v) **Superannuation Law means any requirement under the Superannuation Industry (Supervision) Act 1993** (Cth), Superannuation Industry (Supervision) Regulations 1994, *Superannuation Guarantee (Administration) Act 1992* (Cth), Superannuation Guarantee (Administration) Regulations 1993, *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.
- (w) For the meaning of the leave provisions of this Agreement (other than with respect to long service leave), **Service and Continuous Service** have the meaning defined by s.22 of the Act. The definitions set out in the Act will apply to the extent of any inconsistency with the provisions of this Agreement.
- (x) **Time and a half** means payment of one and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 150%.
- (y) **Time and Three Quarters** means payment of one and three-quarter times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this agreement as 175%.
- (z) **Uniform** means such apparel as may be required by the Employer.
- (aa) **Unions** mean the Australian Nursing and Midwifery Federation (ANMF) and Health Services Union, Victorian Branch, trading as the Health Workers Union (HWU).

3.2 Registered Nurse and Enrolled Nurse Definitions

- (a) **Allowance rate** for the purposes of calculating allowances provided for Registered Nurses in this Agreement shall mean the ordinary weekly rate of pay for a Registered Nurse Grade 2 Level 1 classification.

- (b) **Allowance rate** for Enrolled Nurse nurses shall mean the ordinary weekly rate of pay for an Enrolled Nurse Level 1 classification.
- (c) **Experience for the purpose of classifying an Enrolled Nurse or Registered Nurse** - full time service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a certificated Nurse by the Nursing and Midwifery Board of Australia or successor body. Where an Employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such Employee's experience, provided that:
 - (i) an Employee who has worked an average of 24 hours per week on average or three shifts per week, whichever is the lesser, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the Employee is employed; and
 - (ii) where an Employee has not been regularly employed as a Registered Nurse or Enrolled Nurse or has not actively nursed for a period of five years or more, such Employee's prior service and experience shall not be taken into account.

3.3 **Re-entry Courses and Supervised Experience (Registered Nurses)**

- (a) For the first twelve months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Nursing and Midwifery Board of Australia, Employees employed as nurses shall be paid at the rate appropriate to his/her years of experience, but no higher than Grade 2 Level 2.
- (b) After completion of twelve months' experience in accordance with paragraph 3.3(b) above, a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to his/her years of experience.
- (c) Sub-clauses 3.2(c)(i) and 3.2(c)(ii) shall not apply for the purposes of this sub-clause.

3.4 **Aged Care Definitions**

- (a) **'Allowance rate'** shall mean:
 - (i) the Level 3, 5th year of experience classification rate in the Aged Care (general and administrative services) classification stream set out in Appendix 1 to this Agreement;
 - (ii) the Level 3, 4th year of experience classification rate in the Aged Care (direct care) classification stream set out in Appendix 1 of this Agreement.
- (b) **Experience** means relevant work experience in the last five years in an industry the same or substantially similar to that of the Employer, excluding any leave periods prescribed under this Agreement.
- (c) **A year of experience** means 1410 hours at the Year increment within the relevant Level. The Employee will progress as soon as the 1410 hours has been achieved. Where in this Agreement there is a reference to a number of years of experience greater than one, then each such year of experience must be calculated by reference to multiples of 1410 hours worked by the Employee.

- 3.5 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 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.

5 RELATIONSHIP TO NES

- 5.1 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:
 - (a) the Agreement applies subject to the Act and does not exclude the NES;
 - (b) where the Agreement provides for terms also provided for in the NES, the Agreement terms apply to the extent that they are:
 - (i) incidental to the operation of the NES;
 - (ii) supplementary to, or more beneficial than, the terms set out in the NES.

6 DATE AND PERIOD OF OPERATION

- 6.1 This Agreement will commence operating from seven days after it is approved by the FWC and will have a nominal expiry date (**NED**) of 1 July 2027.
- 6.2 The Agreement will continue to operate after its NED unless it is terminated or replaced.
- 6.3 The parties agree that discussions will commence for a new Agreement no later than three months prior to the expiry date of the Agreement.

7 COVERAGE

- 7.1 The Agreement covers:
 - (a) the Employer, with regard to its residential aged care homes in the State of Victoria (**Regis Home**). A Regis Home means any residential aged care home owned or operated by Regis in Victoria, 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 Victoria; and
 - (b) the Employees (other than Excluded Employees); and

- (c) subject to section 183 of the Fair Work Act:
 - (i) ANMF; and
 - (ii) HWU

8 POSTING OF THE AGREEMENT AND NOTICES

- 8.1 A copy of this Agreement shall be made available to all Employees via the Intranet with additional hard copies available in the lunchroom. A notice board for the use of Employees and to display notices from representatives of Employees will also be made available in an easily accessible location in each workplace.

9 FLEXIBILITY ARRANGEMENTS

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

- (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading;
 - (vi) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 9.1(a); and
 - (vii) the Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

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

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

- 9.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee;
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) does the following:
 - (i) sets out the terms of the Agreement that will be varied by the arrangement;
 - (ii) includes details of how the arrangement will vary the effect of the terms;
 - (iii) sets out how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

- 9.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no less than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

9A REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

- (a) An Employee may make a request for flexible working arrangements in accordance with the NES.
- (b) Disputes about requests for flexible working arrangements may be dealt with under clause 11 – Dispute Resolution Procedure and/or under section 65B of the Act.

PART 2 – Consultation and Dispute Resolution

10 CONSULTATION REGARDING CHANGE

10.1 This term applies if the Employer:

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

10.2 Major change

- (a) For a major change referred to in 10.1(a):
 - (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) subclauses 10.2(b) to (h) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term. A representative may include the ANMF and HWU.
- (c) 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.
- (d) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures 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:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Employees; and
 - (C) any other matters likely to affect the Employees.
- (e) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) 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 (a)(i) and subclauses (b) and (d) are taken not to apply.

- (h) 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 reduction in remuneration; or the need to retrain Employees; or change to an Employee's classification or duties; or the need to relocate Employees to another workplace; or the restructuring of jobs; or removal of existing amenity.

10.3 Change to *regular roster or ordinary hours of work*

- (a) For a change referred to in 10.1(b):
 - (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses 10.3(b) to (f) apply.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) 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.
- (d) 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:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (C) 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).
- (e) The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (g) In this term:
 - (i) "relevant Employees" means the Employees who may be affected by a change referred to in 10.1(b).

11 DISPUTE RESOLUTION

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 according to the custom and practice before the grievance arose unless an Employee has a reasonable concern about an imminent risk to his or her health or safety; and the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.
- (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) and is still not resolved, either party may refer to 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.
- (g) The parties shall endeavour to take the above steps as expeditiously as possible, save for any matters referred to the FWC being determined, within 14 days (health and safety matters are exempt from this clause).
- (h) 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

- 12.1 Employees may be employed in any one of the following capacities:
- (a) full time;
 - (b) part time; or
 - (c) casual.
- 12.2 A full time or part time Employee may be employed through either:
- (a) an ongoing contract; or
 - (b) a maximum/Fixed term contract.
 - (i) Subject to the limitations under the Act, maximum/ Fixed term contracts will only be used for genuine maximum or fixed term arrangements, including for a specified period of time, task, or season, without an expectation of ongoing work after the specified end date/completion event – subject to applicable early termination provisions.
 - (ii) If the Employee is engaged pursuant to a maximum or fixed term contract and then re-engaged within 12 weeks of the maximum or fixed term employment ending, the Employee shall be deemed to have originally been employed pursuant to 12.2(a).
- 12.3 At the time of engagement, the Employer will inform each Employee in writing of the nature of their employment, including type of employment, ordinary hours of work, rate of pay, place of employment and other relevant matters.
- 12.4 Full Time Employee
- (a) A full time Employee is an Employee engaged to work an average of 38 ordinary hours per week or 76 hours per fortnight or 152 hours averaged over a four-week period.
- 12.5 Part Time Employee
- (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) Regis will use its best endeavours to provide contracts to its part-time Employees which are reflective of the Employee's quantum of permanent rostered hours per fortnight.
 - (c) 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 Ordinary Rate.

- (d) Part Time Aged Care Employees
 - (i) Before commencing employment, the Employer and a part time Aged Care Employee will agree in writing on:
 - (A) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (**the guaranteed hours**); and
 - (B) the days of the week the employee will work and the starting and finishing times each day; or
 - (C) at the employee's election, and in the alternative to (B), the days of the week and the periods in each of those days when the Employee may be rostered to work the guaranteed hours (**the Employee's availability**).
 - (ii) The agreement made pursuant to subclause (i) may subsequently be varied by agreement between the employer and employee in writing. Any such agreement may be ongoing or for a specified period of time.
 - (iii) Where a part-time Aged Care Employee is regularly rostered to work an agreed pattern of work for at least 12 months, the Employee may request, in writing, a variation to their contract to reflect those roster arrangements. Such request will not be unreasonably refused by the Employer.
 - (iv) Notwithstanding clause 18 – Overtime, a part time Aged Care Employee who agrees to work in excess of their rostered ordinary hours will be paid at the Ordinary Rate for such additional hours, provided that all time worked by a part time Employee which exceeds 10 hours per day, will be paid at the applicable overtime penalty rate. The overtime penalty rates are applied to the Ordinary Rate.
 - (v) A part time Aged Care Employee will not be directed to work in excess of their rostered ordinary hours at the Ordinary Rate. Where a part time Aged Care Employee is directed by the Employer to work in excess of their rostered ordinary hours (**Additional Hours**) the Employee will be paid in accordance with clause 18– Overtime, for such Additional Hours.
- (e) Unless otherwise indicated or required by the context, the terms of this Agreement apply on a pro rata basis to part time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.
- (f) 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 16.5(b) and 39.
- (g) Review of part time hours
 - (i) Reasonable work-life balance and flexible working arrangements are essential in order to attract and retain Employees. The Employer is committed to managing and systematically reviewing the working hours of part time Employees. This includes:
 - (A) Where an Employee is regularly working more than their guaranteed hours the Employee may request to have their hours reviewed annually and subject to (2) below the Employer will not unreasonably refuse to incorporate these hours into the Employee's contract of employment.
 - (B) The hours worked in the following circumstances will not be incorporated in any adjustment:

- (1) 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, parental leave, workers compensation, and
- (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (3) If a review establishes a consistent pattern of greater hours is being worked, the Employer will offer the Employee those additional hours as part of their guaranteed hours.

12.6 Casual Employees

- (a) The definition of a Casual Employee is set out at section 15A of the Act.
- (b) Casual Employees will be paid for each hour worked at the applicable Ordinary 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 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 three hours, excepting arrangements for undertaking mandatory training which are set out at clause 16.5(b) and 39.
- (d) Casual Conversion
 - (i) A casual employee may have a pathway to permanent employment by way of written notification in accordance with the NES.
 - (ii) A casual Employee may give the Employer written notification if the Employee (in summary):
 - (A) believes they no longer meet the definition of a casual employee (noting as per subclause (a) this is defined in the Act);
 - (B) is not in dispute with the Employer about their status as a casual Employee under the Act;
 - (C) has been employed by the Employer for a period of at least 6 months; and
 - (D) has not, in the last 6 months prior to the written notification being given, received a response from the Employer under s. 66AAC the Act not accepting a previous notification made under this section; or had a dispute with the Employer relating to the operation of Division 4A of Part 2-2 of the Act resolved under s. 66M or s.739 of the Act.
 - (iii) The Employer must give the Employee a written response to a written notification (given in accordance with the Act) within 21 days after the notification is given to the Employer. In accordance with the Act, the Employer must consult with the Employee before providing the Employee with its written response. If accepting the Employee's written notification, the Employer must discuss with the Employee:
 - (A) whether the Employee is changing to full-time or part-time employment;
 - (B) the hours of work after the change takes effect; and
 - (C) the day the change in employment takes effect.

- (iv) The information that must be included in the written response when the Employer is accepting the notification, the obligation to consult with the Employee and the grounds for non-acceptance of the notification, are set out in the Act.
- (v) Where the Employer accepts the notification, the Employee is taken to be a full-time or part-time employee (as the case may be) beginning on the day specified in the response (being the first day of the Employee's first full pay period that starts after the day the Employer response is given – unless the Employee and Employer agree to another day).

13 STAFF REPLACEMENT

- 13.1 The Employer is committed to ensuring efficient flexible rostering of Employees dependent on the service requirements of the residents.
- 13.2 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.
- 13.3 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. However, in extraordinary circumstances such as (but not limited to) a sudden drop in occupancy, building renovation or lack of notice, absent staff may be replaced by a shorter shift or not at all, depending on resident requirements as determined by the Employer.
- 13.4 Where staff replacement is required, as determined above, the Employer shall endeavour to fill the position as soon as practicable.
- 13.5 The final decision in respect to staff replacement is the responsibility of management.

14 WORKLOAD MANAGEMENT

- 14.1 The parties to this Agreement acknowledge that Employees and Management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads on a regular basis may have on Employee/s and the quality of resident care.
- 14.2 To ensure Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures will be applied:
 - (a) In the first instance, Employee/s will discuss the issue with their immediate supervisor and, where appropriate, explore solutions;
 - (b) If a solution cannot be identified and implemented, the matter will be referred to an appropriate senior manager for further discussion;
 - (c) If a solution still cannot be identified and implemented, the matter will be referred to the General Manager for further discussion;
 - (d) The outcome of the discussions at each level and any proposed solutions discussed, will be recorded in writing and fed back to the relevant Employees.
- 14.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis, or more often as requested by Employees. 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 will be based on the following criteria including but not limited to:

- (a) Clinical assessment of residents' needs;
- (b) the demand of the environment such as Residence layout
- (c) Statutory obligation, (including, but not limited to, work health and safety legislation
- (d) Reasonable workloads (such as roster arrangements);
- (e) Accreditation standards; and
- (f) Budgetary considerations;

14.4 If the issue is still unresolved, the Employee/s may advance the matter through Clause 11 Dispute Resolution Procedure.

PART 4 – Hours of Work and Rostering

15 SPAN OF HOURS

- 15.1 The ordinary hours of work for a Day Worker will be worked between 6.30 am and 6.00 pm Monday to Friday.
- 15.2 A shift worker is an Employee who works shifts in accordance with clause 19 of this Agreement.

16 HOURS OF WORK

16.1 Hours for an Ordinary Week's Work

- (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 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, or 5 weeks for an Employee working 10 hour shifts);
 - (ii) will not exceed 10 hours per day, exclusive of unpaid meal breaks;
 - (iii) subject to Broken Shift provisions in the Agreement, will be worked continuously on any day or shift (excluding any unpaid meal break provided for by this Agreement);
 - (iv) in the case of a Day Worker, will not be worked on a weekend or before 6.30am or after 6pm on any day, Monday to Friday.

- 16.2 For the purposes of this clause the working week shall commence at midnight on a Sunday.

16.3 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 (other than Broken 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.

16.4 Days Off in a Roster Cycle

An Employee shall be entitled to not less than eight full days in each 28 day cycle free from duty, four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practical, include from midnight to midnight and should provide one of the following combinations:

- (a) Four periods comprising two (2) days each in a 28 day period;
- (b) Two periods comprising two (2) days each in a two (2) week period
- (c) Three (3) consecutive days and one (1) stand-alone day in a two (2) week period;
- (d) One period of 4 consecutive days in a two (2) week period;
- (e) Provided that any one of these combinations may be amended to two (2) single days each week by Mutual Agreement.

16.5 Minimum Hours per Shift or Engagement

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

- (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 engagement.

16.6 Broken Shifts

- (a) A broken shift means a shift worked by an Employee that includes breaks (other than a meal break) as set out in this clause 16.6, totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) Broken duty shifts must only be worked where there is mutual agreement between the Employer and the Employee.
- (c) The maximum spread of hours for a broken shift is 12 hours. All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (d) If the broken shift is a permanent, rostered arrangement the total hours worked on a broken shift will not exceed 10 hours over two duty periods, with a minimum shift length of three hours and a maximum shift length of five hours, in any single duty period. Despite clause 18, overtime penalties will only be paid for hours worked beyond a cumulative total of 10 hours. For safety reasons not more than one rostered broken shift can be worked by an Employee in a week.
- (e) If the broken shift is ad hoc (i.e. not rostered), because of unplanned or planned absence of other staff or unexpected demand, the total hours worked on a broken shift will not exceed 10 hours over two duty periods, with a minimum shift length of three hours and a maximum shift length of five hours, in any single duty period. Despite clause 18, overtime penalties will only be paid for hours worked beyond a cumulative total of 10 hours. For safety reasons not more than one ad hoc broken shift can be worked by an Employee in a week.
- (f) An Employee must receive a minimum break of 10 hours between the broken shifts and the next ordinary rostered shift.

16.7 Right to Request Additional Hours/Shifts

- (a) An Employee may request to work additional ordinary hours on a day when they are not otherwise rostered and provided those hours are within the ordinary 76 hours per fortnight of a full time Employee.
- (b) The Employer shall take into account occupational health and safety considerations, the rest and recreational needs of Employees and the operational requirements of the facility in the approval of a request by an Employee to work additional ordinary hours.
- (c) Subject to clause 12.5(c) and 12.5(d), approved additional ordinary hours or shifts shall be paid at Ordinary Rate only.

17 ROSTERS

- 17.1 The Employer will post a fortnightly roster setting out Employees' daily ordinary working hours, commencing and finishing times, at least 14 days prior to the commencement of each roster period. The roster will be posted via electronic means.
- 17.2 Once published, the Employer may alter an Employee's rostered ordinary hours:
 - (a) at the Employee's request or by mutual agreement with the Employee; or

- (b) to enable the functions of the Employer to be carried out where another Employee is absent from work due to personal/ carer's leave, compassionate leave, family and domestic violence leave, or in an emergency..
- 17.3 In circumstances outside those set out at clause 17.2, where the Employer requires a change of roster, 7 days' notice of the change will be given by the Employer to the Employee.
- 17.4 Where the Employer requires an Employee, without seven days' notice and outside the circumstances prescribed in clause 17.2 above, to perform ordinary hours of work at times other than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to the following:
 - (a) For Aged Care Employees, 2.5 per cent of the allowance rate of pay as defined in clause 3.4(a).
 - (b) For Employees employed in the Nursing Classifications of this Agreement, 2.5 per cent of the allowance rate of pay as defined in clauses 3.2(a) and 3.2(b) (as applicable to the classification in which the Employee is employed).
- 17.5 An Employee, by making a request in writing to the Employer, may have their roster fixed by the provisions of this clause in lieu of the arrangements set out in clauses 17.1 to 17.3.
 - (a) Rosters shall be fixed by Mutual Agreement, subject to the provisions of this Agreement.
 - (b) An Employee may repudiate the request referred to in this clause at any time, by giving written notice to the Employer. In such a case the roster for the Employee shall be fixed according to the provisions of clauses 17.1 to 17.3 from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employer.
- 17.6 Nothing in this clause prevents the Employer from reasonably requiring an Employee to work overtime in addition to rostered ordinary hours.
- 17.7 If there is an issue arising individually or collectively regarding the roster the Employees are encouraged to raise the issue at the workplace level.
- 17.8 Notwithstanding any other provision of this Agreement, this clause shall not apply to casual Employees.

18 OVERTIME

- 18.1 Overtime hours
 - (a) The Employer may require an Employee to work reasonable additional hours to their ordinary hours of work.
 - (b) For the purposes of this Agreement, Overtime means work that is performed:
 - (i) by a Full time Employee, in excess of the Employee's rostered ordinary hours of work on any one shift or day or for hours performed in excess of 76 in a fortnight; or
 - (ii) by a Part time Nursing Employee, in excess of the rostered daily ordinary full time hours – subject to clause 12.5(c) or for hours performed in excess of 76 in a fortnight; or
 - (iii) by a Part time Aged Care Employee, in excess of 10 hours on any one shift or day – subject to clause 12.5(d) or for hours performed in excess of 76 in a fortnight; or
 - (iv) by a Casual Employee, in excess of 10 hours on any one shift or day or for hours performed in excess of 76 in a fortnight; or

- (v) by a Day Worker, outside the span of ordinary hours specified in clause 16.1 or for hours performed in excess of 76 in a fortnight.
- (c) Approved Overtime for Employees (excluding casual Employees) will be paid as follows:
- (i) Overtime worked by a full time or part time Nursing Employee on:

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

- (ii) Overtime worked by a full time or part time Aged Care Employee on:

Monday to Friday	will be paid at the 150% rate for the first 2 hours and the 200% rate thereafter
Saturday	will be paid at the 200% rate, excepting: where such overtime is performed by a part time Employee by working in excess of 10 hours on any one day or shift it 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:

- (i) Overtime worked by a Nursing Employee on:

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

- (ii) Overtime worked by an Aged Care Employee on:

Monday to Friday	will be paid at the 187.5% rate for the first 2 hours and the 250% rate thereafter;
Saturday	will be paid at the 250% rate, excepting: where such overtime is performed in accordance with clause 16.1(a)(ii) it 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 allowances and weekend penalties prescribed in clauses 19 and 20 of this Agreement.

18.2 Time off in Lieu

- (a) The Employer and an Employee may agree to accrue time off in lieu rather than be paid overtime. Time off in lieu will be credited to the Employee's leave balance at the applicable overtime rate for each overtime hour worked on the following basis:
 - (i) time off instead of payment for overtime must be taken at the applicable overtime rate of pay within three months of it being accrued;
 - (ii) where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, or on termination of the Employee's employment, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (b) An Employee cannot be compelled to take time off instead of overtime.

18.3 Rest break during overtime

An Employee working overtime will take a paid rest break of 20 minutes within each four hours of overtime worked at a mutually agreeable time between Employer and Employee. If the overtime worked is less than two hours, clause 18.3 does not apply.

18.4 Recall to work overtime

- (a) An Employee recalled to work overtime on the same day as having worked a shift and after leaving the Employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee will be released from duty.

18.5 Rest break during recall overtime

- (a) An Employee recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked. The meals will be allowed to the Employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 21.2 will be paid to the Employee concerned.

18.6 Rest periods - affected by overtime (including Saturdays and Sundays)

- (a) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least 10 hours continuously off duty between work on successive shifts.
- (b) An Employee (other than a casual Employee) who works so much overtime between the termination of her/his last previously rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least 10 hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until she/he had ten 10 continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- (c) If on the instructions of her/his Employer an Employee resumes or continues work without having had 10 hours continuously off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall be entitled to be

absent until she/he has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

- (d) In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer shall provide adequate transport free of cost to the Employee.

For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

18.7 Overtime payments not applicable

Notwithstanding the provisions of this clause with respect to overtime payments, overtime is not payable where an Employee works a shift of 10 hours duration, where that shift is rostered in advance in accordance with the rostering requirements of this Agreement, or the Employee agrees to work an additional shift or additional hours to replace an Employee who has to work a rostered 10 hour shift, subject to clause 12.5(d). However, in either circumstance, overtime is payable if the additional hours resulted in the Employee working more than 76 hours in a fortnight.

19 SHIFT PENALTIES AND ALLOWANCES

19.1 The ordinary span of hours for a Day Worker is 6.30am to 6pm.

(a) Morning Shift

An Employee whose rostered ordinary shift commences outside of the ordinary span of hours but after 5am (**morning shift**) will be paid an allowance of 13.25% in addition to their ordinary time rate of pay.

(b) Afternoon Shift

An Employee whose rostered ordinary shift commences at or after 12 noon and finishes after 6pm (**afternoon shift**) will be paid an allowance of 13.25% in addition to their ordinary time rate of pay.

(c) Night Shift

Where an Employees ordinary shift commences on or after 6.00pm or before 6.30am the following day, and the major portion of the shift is worked between 6.00pm and 6.30am (**night shift**) the following allowances shall apply in addition to their ordinary time rate of pay:

- (i) All Aged Care Employees and Enrolled Nurses will receive 22.5%.
- (ii) All Registered Nurses will be paid an allowance of 15%.

20 WEEKEND PENALTIES

(a) Saturday and Sunday work

- (i) Weekend Penalties are in addition to shift loadings specified in clause 19.
- (ii) All rostered time of ordinary duty performed between midnight on Friday and midnight on Saturday shall be paid as follows:

Category	Full-time and Part-time Employee	Casual Employee (inclusive of the casual loading)
Nursing Employee	at the 150% rate	at the 187.5% rate
Aged Care Employee	at the 150% rate	at the 175% rate

- (iii) All rostered time of ordinary duty performed between midnight on Saturday and midnight on Sunday shall be paid as follows:

Category	Full-time and Part-time Employee	Casual Employee (inclusive of the casual loading)
Nursing Employee	at the 175% rate	At the 218.75% rate
Aged Care Employee	at the 175% rate	at the 200% rate

21 MEAL BREAKS AND REST PAUSES

21.1 Meal Breaks

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

(a) 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 Ordinary 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 (however titled), 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. (noting that such time outside the meal break period will be counted as ordinary hours worked – despite being paid at the overtime penalty rate). 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 (b)(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.

(b) Aged Care Employees

Where an Aged Care Employee is required by the Employer:

- (i) to remain available to attend to duty;

- (ii) to perform work; or
- (iii) is recalled to duty,

during a meal break, the Employee will be paid at the overtime rate of pay for the period so required and all time worked until the meal break (or the balance of the meal break) is taken. Whilst paid at the overtime penalty rate the time worked until the meal break is taken will be regarded and count as ordinary time.

- (c) 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:
 - (i) the Interrupting Work in the case of Nursing Employees per subclause (b);
 - (ii) the requirements set out at (b)(i) to (b)(iii) for Aged Care Employees.
- (d) Any Interrupting Work or arrangements per (b)(i) to (b)(iii) must be authorised by the General Manager (or their equivalent) or their delegate.

21.2 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 as set out in Appendix 1 - Allowance Rates (as applicable to the classification in which the Employee is employed), provided that where such overtime work exceeds four hours the further meal allowance set out in Appendix 1 - Allowance Rates (as applicable to the classification in which the Employee is employed), will be paid.

21.3 Rest Pauses

- (a) Two separate 10 minute rest intervals (in addition to meal breaks) will be allowed to each Employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10 minute rest interval in each four hour period or part thereof greater than two hours.
- (c) Where an Employee is entitled to two rest intervals under this clause 21.3, 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.
- (d) Rest intervals will count as time worked.

PART 5 – Wages and Related Matters

22 WAGES

22.1 Rates of pay

22.1.1 Employees will be paid at the Ordinary Rates, per the prescribed dates of effect, set out in Annexure A to this Agreement, (as applicable to a particular Employee).

22.2 Wage increases

22.2.1 The Ordinary Rates, as increased, are as set out in Annexure A of this Agreement.

22.2.2 Any further wage increases shall be at the discretion of the Employer unless the Ordinary Rates fall below the applicable minimum rates of pay in the relevant modern award.

22.3 Stage 3 Work Value Decision

22.3.1 The Fair Work Commission has handed down a decision and subsequent Award Determinations under Stage 3 of the Aged Care Work Value Case (ACWVC) that provide the operative dates of the increases to the minimum rates of pay in the *Aged Care Award 2010* for the Stage 3 classifications (AC Decision) and registered and enrolled nurses in the Nurses Award 2020 (Nurses' Decision).

22.3.2 The Commonwealth Government has published guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 AC and Nurses decisions.

22.3.3 Accordingly, the Employer will apply the applicable minimum rates under this Agreement for Stage 3 in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases. Agreement percentage wage increases will be applied to these uplifted rates at the time prescribed in Appendix A. Stage 3 uplifts will be applied as follows:

Date FFPPOA	Increase
1 January 2025	AC Decision Increase
1 March 2025	Nurses' Decision Increase
1 October 2025	AC Decision Increase Nurses' Decision Increase
1 August 2026	Nurses' Decision Increase

23 PAYMENT OF WAGES

23.1 Wages are to be paid weekly or fortnightly. Subject to subclause 23.2, by no later than pay day, wages will be paid by electronic funds transfer into the Employee's bank or financial institution account nominated by the Employee.

23.2 The Employer will not be held liable for any event outside its control which causes delay between processing of wages and the time those wages are received by the Employee – for example bank error or delay.

- 23.3 The Employer will use its best endeavours to pay Employees as soon as reasonably practicable on or after the termination date but no later than 7 days after the day on which the Employee's employment terminates.

24 SUPERANNUATION

24.1 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 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 24.1(a), or a stapled fund per Superannuation Law, contributions under clause 24.1(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.

24.2 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 24.1(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 24.2(a), any contributions required by clause 24.1(a) shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause 24.2(a).

25 HIGHER GRADE DUTIES

- 25.1 An Employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum ordinary rate of pay for that higher classification. However, if the Employee is engaged for two hours or less on higher duties only the time worked shall be paid for at that higher rate.
- 25.2 Subclause 25.1 does not apply to the positions of General Manager or Assistant Manager or Clinical Manager (however described). Employees must perform higher duties for five days in these positions before they are paid at the minimum ordinary rate of pay for that higher classification.

26 CLASSIFICATIONS

26.1 REGISTERED NURSES AND ENROLLED NURSES

- (a) Registered Nurse Entry Level

- (i) A Graduate Nurse shall be paid at Grade 2 Level 1, and when that Graduate Nurse completes his/her graduate year of training shall in the first year be paid as a Registered Nurse Grade 2, Level 2.
- (b) In Charge in out of hours
 - (i) In a residential aged care facility of 61 beds or more, one Registered Nurse or Enrolled Nurse will be appointed to be in-charge of the facility during all off duty periods of the General Manager or Clinical Manager (however titled), and be classified as After Hours Coordinator, Grade 5, adjusted by bed capacity. Provided that the Grade 5 rate will not be paid if the sole rostered Registered Nurse refuses to be appointed in charge of the facility. In facilities of less than 61 beds, the applicable Grade will be the applicable rate at Grade 4.
- (c) Enrolled Nurses
 - (i) Enrolled Nurse Entry level
 - (A) An Employee who completes a Certificate IV or Diploma in Nursing that entitles the Employee to register as an Enrolled Nurse and be endorsed to administer medication shall enter at Level 1 of the salary structure.
 - (ii) Enrolled Nurse Pay Point Progression
 - (A) From the commencement of this Agreement, an Enrolled Nurse will progress from pay point to pay point on the anniversary of employment or appointment or progression to the current pay point, subject to the completion of the criteria and a year of experience (as defined) in Appendix 4. The process for pay point progression is set out in Appendix 4, provided that an appeal or review for the purposes of that Appendix shall be undertaken in accordance with the dispute resolution clause of this Agreement.
 - (iii) Enrolled Nurse Trainees will be the ordinary rate of pay prescribed in Appendix 1.

27 ALLOWANCES

27.1 Uniforms

- (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 - 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 - 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.

27.2 Qualification Allowance – Registered Nurses

- (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 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:
 - (A) assist the Registered Nurse in their role and/or assist in maintaining quality patient care; and/or
 - (B) 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) a double degree;
 - (B) a four year degree;
 - (C) an honours degree;
 - (D) a Masters degree;
 - (E) 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 Post Basic Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, Appendix 1 - Allowance Rates per week.
- (d) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree or honours degree, shall be paid, in addition to her or his salary, Appendix 1 - Allowance Rates per week.
- (e) A Registered Nurse who holds a Masters (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, Appendix 1 - Allowance Rates per week.
- (f) A Registered Nurse who holds a Doctorate shall be paid, in addition to their salary, Appendix 1 - Allowance Rates per week.
- (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.
- (h) The qualification allowances are paid on ordinary hours worked by full time Employees and eligible part time Employees.

- (i) The above allowances are to be paid during all periods of paid leave except personal leave beyond 21 days and long service leave.

27.3 PCW Medication Awareness and Assistance Allowance

- (a) PCWs, specifically direct care employees classified and paid as a Level 3 (Qualified) employee or an eligible Level 5 (Specialist) in accordance with subclause (b), who are 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. The employee 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.
- (b) An eligible Level 5 (Specialist) is a PCW classified as a Level 5 (Specialist) on or before the date this Agreement came into operation.

27.4 Tool Allowance (Chefs and Cooks only)

- (a) The tool allowance prescribed at Appendix 1 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the Employer.

27.5 Vehicle Allowance

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance set out at Appendix 1 per kilometre.

28 PROVISION OF NURSING SERVICES

28.1 The Employer will make every practical effort to ensure that an additional Registered Nurse is employed to work on each shift.

28.2 Where the Employer follows the 'practical efforts', they shall not be in breach of this provision. Where the Employer is unable to comply with this provision, an Enrolled Nurse shall be appointed to that shift and the provisions of Clause 28.3 - In Charge of Facility Allowance (Enrolled Nurse only) shall apply. During such a shift a Registered Nurse must be rostered on call and readily available to assist the Enrolled Nurse.

28.3 In-Charge of Facility Allowance (Enrolled Nurses only)

- (a) Where a Registered Nurse is not available and all efforts to comply with this clause have been exhausted an Authorised Enrolled Nurse must be appointed in-charge of the facility. For the avoidance of doubt, whether appointed or not, where one Authorised Enrolled Nurse is responsible for the facility the affected Authorised Enrolled Nurse shall be entitled to an in-charge allowance as set out in Appendix 1 in addition to all other allowances. The allowance will be adjusted in line with wage increases. A Registered Nurse will be on call at all times when an Authorised Enrolled Nurse is in charge of the facility.

PART 6 – Leave and Public Holidays

29 ANNUAL LEAVE

29.1 Employees' entitlement to leave

29.2 All full-time Care Employees (Registered Nurses, Enrolled Nurses, PCWs, Leisure & Lifestyle Employees) shall be entitled to five (5) weeks annual leave for each year of service with the Employer (pro rata for part-time Employees).

29.3 All full-time non-Care Employees (kitchen, laundry, cleaning, administration, gardening and maintenance but not Leisure & Lifestyle Employees) shall be entitled to four (4) weeks annual leave in respect of each 12 months service with the Employer (pro rata for part-time Employees).

29.4 Despite the above, all full-time non-Care Employees (being Employees employed by the Employer at 23 January 2015 falling within the Support Services (Aged Care Employees) Classification Stream set out in Appendix 2 to this Agreement and excluding Leisure & Lifestyle Employees) who were entitled to five (5) weeks annual leave for each year of service with the Employer (pro rata for part-time Employees), will retain that entitlement.

29.5 Annual leave shall accrue progressively during each year of service with such accrual based on the actual ordinary hours of work.

29.6 Additional annual leave for shift workers

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

Category	Shift Worker Definition	Entitlement (for each year of service with the Employer)
Registered Nurses	An Employee who is required to work and worked ordinary hours on sixteen (16) separate weekends	6 weeks
Enrolled Nurses	An Employee who is rostered to work ordinary hours on 10 or more weekends for four hours or more and/or who is regularly rostered to work outside the hours of a day worker during weekdays.	6 weeks
PCWs, Leisure & Lifestyle Employees (Care Employees)	An Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker (as defined at clause 19(a)) and/or an Employee who works more than four ordinary hours on 10 or more weekends (being work in ordinary time on a Saturday and/or Sunday in any one calendar week)	6 weeks
Aged Care Employees	An Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker (as defined at clause 15(a)) and/or an	5 weeks

(excluding Care Employees)	Employee who works more than four ordinary hours on 10 or more weekends (being work in ordinary time on a Saturday and/or Sunday in any one calendar week)	
----------------------------	--	--

29.7 Public holidays occurring during annual leave

If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

29.8 Accruing and Taking of leave

- (a) Annual leave accrues and is credited in accordance with the Act according to an Employee's ordinary hours of work. Annual leave is cumulative.
- (b) Subject to clause 29.9 – 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. Requests will not be unreasonably refused by 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.

29.9 Direction to Take Leave

- (a) Notwithstanding the provisions of subclause 29.8, 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.

29.10 Rate of Pay and Leave Loading

- (a) Employees will be paid their Ordinary Rate during a period of annual leave.

- (i) In addition to their Ordinary 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.
- (ii) Shift workers, in addition to their Ordinary Pay, will be paid the higher of:
 - (A) 17.5% of their Ordinary Pay; or
 - (B) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- (b) 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.

29.11 Personal Leave Whilst on Annual Leave

- (a) Where an Employee becomes sick whilst on annual leave on a day on which she/he would otherwise have worked and forwards to the Employer as soon as reasonably practicable a certificate from a registered health practitioner then the number of hours or days specified in the certificate shall be deducted from any personal leave entitlement standing to the Employee's credit, and shall be re-credited to her/his annual leave entitlement. Re-credited annual leave shall not attract previously paid leave loading.

29.12 Payment for Annual Leave on Termination of Employment

- (a) Annual leave loading is payable on all accrued annual leave paid to an Employee on termination of the Employee's employment.

29.13 Cashing out of Annual Leave

- (a) An Employee may cash out a period of annual leave provided that:
 - (i) subject to clause (ii), 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;
 - (A) the Employee and the Employer agree in writing to cash out the period of annual leave;
 - (B) after cashing out the period of annual leave the Employee has a balance of no less than four weeks' of annual leave remaining
 - (ii) 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 (a)(iii) that the Employee maintains an annual leave balance of at least four weeks after the cashing out event.
 - (iii) If an Employee cashes out annual leave in accordance with clause 29.13, 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 LONG SERVICE LEAVE

30.1 Entitlement

- (a) All Employees, including casual Employees, shall be entitled to long service leave as hereinafter provided, except for casual Registered Nurses who will be entitled to long service leave in accordance with the Long Service Leave Act 2018 (Vic).
- (b) An Employee will be entitled to long service leave with pay, in respect of continuous service with the Employer, as defined in clause 30.2.
- (c) An Employee in respect of service shall accrue long service leave in accordance with the following:
 - (i) on the completion by the Employee of fifteen years' continuous service – six months' long service leave, and thereafter an additional two months' long service leave on the completion of each additional five years' service;
 - (ii) in addition, in the case of an Employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of their service since the last accrual of entitlement to long service leave under this clause;
 - (iii) in the case of an Employee who has completed at least ten years' service, but less than fifteen years' service, such amount of long service leave as equals one thirtieth of the period of service.
 - (iv) In the case of an Employee who has completed at least seven years' service but less than fifteen years' service, the Employee may take pro rata long service leave.

30.2 Service entitling to Leave

- (a) For the purposes of this clause, service shall be deemed to be continuous notwithstanding:
 - (i) Paid Annual Leave;
 - (ii) Paid Parental Leave;
 - (iii) Long Service Leave;
 - (iv) Paid Personal/Carer's Leave or Emergency Leave;
 - (v) periods of Unpaid Personal/Carer's Leave (up to 14 days per year);
 - (vi) periods of absence during which an Employee is in receipt of workers compensation payments or Accident Pay Allowance payment is made (see clause 24);
 - (vii) Paid Professional Development or Study Leave;
 - (viii) Community Service Leave; and
 - (ix) any period of leave approved by the Employer which is agreed to accrue Long Service Leave (e.g. close-down).
- (b) The following periods do not count as part of the Employee's period of service with the Employer:
 - (i) during periods of unpaid leave or absences, including:
 - (ii) unpaid Parental Leave;

- (iii) periods of Leave Without Pay;
- (iv) absences arising directly or indirectly from an industrial dispute;
- (v) approved periods of unpaid Study Leave where the course relates to the Employee's role and the period of leave is approved by the Employer;
- (vi) a period of absence serving as a break between positions at two Regis facilities (provided the break is not greater than 13 weeks).

However, these periods of authorised unpaid leave do not break the Employee's Continuous Service.

(c) Payment

- (i) For the purposes of this clause the following definitions apply:
 - (A) 'Pay' in this clause means remuneration for an Employee's normal weekly hours of work calculated at the Employee's Ordinary Rate at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Ordinary Rate which occurred during the period of leave as from the date such increase.
 - (B) Month shall mean a calendar month.

- (d) Payment for Long Service Leave will be made in the normal payroll cycles but can be paid in advance if requested in writing by the Employee.

30.3 Accessing Long Service Leave payments on Termination or death of the Employee

- (a) Where the employment ends for any cause and the Employee has achieved seven (7) years of continuous service with the Employer, payment in lieu of the Long Service Leave entitlements not taken will be made;
- (b) In the event of the death of an Employee who has achieved seven (7) years or more of continuous service, the Employer will make any pro-rata payment owing for Long Service Leave to the Employee's personal representative.

30.4 Taking Long Service Leave

- (a) Employees should apply in writing to take Long Service Leave as per Regis policies and procedures.
- (b) Unless otherwise agreed, for periods of absence on Long Service Leave of 4 weeks or less, the Employee should provide a minimum of 4 weeks' notice. For periods of absence on Long Service Leave of more than 4 weeks, the Employee should provide a minimum of 8 weeks' notice.
- (c) The Employer may request increased notice in cases where replacement staff are required.
- (d) The employer will be reasonable in responding to the request within 28 days and will consider the individual's personal needs and commitments and the needs of the business.
- (e) Long Service Leave can be taken as one continuous period, or two or three separate periods greater than one week, up to any accrued entitlement. The Employer agrees that it will not unreasonably refuse a request for regular use of Long Service Leave over a sustained period as part of a transition to retirement plan that includes a combination of reduced working hours and paid leave.

- (f) The Employee and the Employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business.

30.5 Additional Long Service Leave

- (a) Employees may be entitled to take additional Long Service Leave on reduced pay by agreement with the Employer. Any amounts of Long Service Leave may be taken at 50% of an Employee's normal pay rate, thereby doubling the period of paid leave which can be taken. For example an Employee who is eligible to 13 weeks paid Long Service Leave can take 26 weeks paid Long Service Leave at half pay.
- (b) Applications for additional Long Service Leave will be made in writing by the Employee and the Employer will consider the individual's personal needs and commitments and the needs of the business.
- (c) The parties recommend that Employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.

31 PERSONAL 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) 10 days each per year in the first three years of service;
 - (ii) 12 days per year in the fourth and fifth year of service;
 - (iii) 14 days per year in the sixth year of service; and
 - (iv) 15 days per year in the seventh year of service, or thereafter.

31.2 Accrual of personal leave

For each year of service, an Employee is entitled to paid personal/carer's leave in accordance with 31.1(a), 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;

31.3 Unused paid personal/carer's leave accumulates from year to year;

31.4 Paid personal/carer's leave is paid at the Ordinary Rate.

31.5 An Employee, including a casual Employee, is entitled to up to 2 days of unpaid carer's leave per permissible occasion:

- (a) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
 - (i) a personal illness or injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) if the leave is taken to provide care or support as referred to in sub-clause 31.5(a)(i);
- (c) as a single continuous period of up to 2 days or any separate periods to which the Employee and the Employer agree.

31.6 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 31.5), 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.
 - (iii) 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.

31.7 Pooled Emergency Leave Fund

- (a) All permanent Employees employed by the Employer from the date this Agreement comes into operation will be entitled to access a pooled Emergency, Family Violence and Serious Illness/Injury Leave Fund (Fund) of 5000 hours per year.
- (b) The Fund will provide paid leave to successful applicants where they have exhausted (or are likely to exhaust) their accrued personal leave due to an emergency or serious illness or injury to either themselves or a member of their immediate family as defined in clause 3.
- (c) To be eligible to draw on the Fund, an injury or illness which requires leave of in excess of 10 working days must be supported by a detailed medical certificate defining the nature of the injury or illness. The Employer (at their expense) has the right to request an independent medical certificate as to the authenticity of the incapacity to work. The Fund is not available for any injury or illness that is the subject of a Work Cover claim or entitlement.
- (d) Each Facility Manager must provide an Employee who they know may fit the criteria for access to the Fund with information about the Fund.
- (e) Where an Employee wishes to access the Fund, a written application must be made directly to the General Manager People and Culture via the Employee's Facility Manager and must be accompanied by evidence that is reasonable in the circumstances. The criteria and process for access to the Fund will be developed by agreement between the parties but will include: - a significant, serious or life-threatening illness or disease; and/or;
 - (i) an operation, accident or injury that requires an extended recovery period and/or
 - (ii) an injury or illness which requires leave of 10 or more working days.
 - (iii) experiencing violence or abuse in their personal life (as per clause 32)

- (f) The Fund will be capped at 5000 hours per annum. The usual maximum period of additional leave provided by the Fund to an Employee will be 8 weeks in any year (provided that in exceptional circumstances and upon a separate written application, Regis may extend the leave provided based on the circumstances of the case). The 5000 hours in the Fund will be replenished (or such higher number of hours as may be agreed) on the anniversary of the commencement of this Agreement.
- (g) The pool may be reviewed annually by the Employer, ANMF and HWU to consider the operation of the Fund. Any dispute over a decision may be referred by an Employee for reconsideration under the Dispute Resolution Procedure of this Agreement.

32 FAMILY AND DOMESTIC VIOLENCE LEAVE

32.1 This clause applies to all Employees, including casuals.

32.2 For the purpose of this clause, family and domestic violence is defined at clause 3 and 'full rate of pay' has the meaning set out in the Act.

32.3 Entitlement to leave

32.3.1 An Employee is entitled to **20 days'** paid leave to deal with family and domestic violence, as follows:

- (a) for Full and Part-time Employees, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the period rather than taken the leave;
- (b) for a Casual Employee, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the hours in the period for which they had been rostered. For clarity, a Casual Employee:
 - (i) is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
 - (ii) may take a period of family and domestic violence leave in accordance with clause 32.3 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (c) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (d) the leave does not accumulate from year to year;

32.3.2 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.

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

32.4 Taking leave to deal with family and domestic violence

32.4.1 An Employee may take leave to deal with family and domestic violence if:

- (a) the Employee is experiencing family and domestic violence; and
- (b) the Employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the Employee to do that thing outside their work hours.

- (d) The reasons for which an Employee may take leave include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.

32.5 Service and continuity

32.5.1 The time an Employee is on leave to deal with family and domestic violence, which is:

- (a) paid leave – does count as service for all purposes
- (b) unpaid leave - does not count as service but does not break the Employee's continuity of service

32.6 Notice and evidence requirements

32.6.1 Notice

- (a) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
 - (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.

32.7 Evidence

32.7.1 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 32.2.

32.7.2 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.

32.8 Confidentiality

32.8.1 Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 32.7, is treated confidentially, as far as it is reasonably practicable to do so.

32.8.2 Nothing in clause 32.8.1 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.

32.9 Compliance

An Employee is not entitled to take leave under clause 32 unless the Employee complies with clause 32.

33 COMPASSIONATE LEAVE

33.1 Employees are entitled to up to three days compassionate leave (whether taken together or separately) for each occasion when:

33.1.1 a member of the Employee's Immediate Family or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

33.1.2 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.

33.1.3 the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

- 33.2 In circumstances where the Employee is involved in funeral arrangements, or excessive travel, the Employer can exercise discretion to allow extra days compassionate leave. The exercise of such discretion will be exercised in a reasonable manner.
- 33.3 Where an Employee who has given notice to the Employer of taking compassionate leave under this clause, the Employer may require reasonable evidence of such, including a medical certificate stating that the condition is life threatening or satisfactory evidence of a death.
- 33.4 Permanent Employees are entitled to be paid for compassionate leave taken under clause 33.1 at the Ordinary Rate. For Casual Employees the entitlement to compassionate leave is unpaid leave.
- 33.5 An Employee may make application for additional unpaid compassionate leave.

34 PUBLIC HOLIDAYS

34.1 Public holidays for the purposes of this clause are a day declared under the Public Holidays Act 1993 (the PH Act) to be observed generally within the State, or a region of Victoria, as a public holiday by people who work in that State or region (Declared Public Holidays). The Declared Public Holidays under the PH Act are:

- (a) 1 January (New Year's Day);
- (b) the Monday after 1 January (New Year's Day) when New Year's Day is a Saturday or Sunday;
- (c) 26 January (Australia Day) or the Monday after Australia Day when Australia Day is a Saturday or Sunday
- (d) the second Monday in March (Labour Day);
- (e) Good Friday;
- (f) the Saturday before Easter Sunday;
- (g) Easter Sunday;
- (h) Easter Monday;
- (i) 25 April (ANZAC Day);
- (j) the second Monday in June (the day on which the anniversary of the birthday of the Sovereign is observed);
- (k) the Friday before the Australian Football League Grand Final;
- (l) the first Tuesday in November (Melbourne Cup Day) or some other substitute day as determined for a particular locality in accordance with section 8A of the PH Act
- (m) 25 December (Christmas Day);

- (i) the Monday after Christmas Day when Christmas Day is a Saturday or the Tuesday after Christmas Day when Christmas Day is a Sunday;
 - (n) 26 December (Boxing Day);
 - (i) the Monday after 26 December (Boxing Day) when Boxing Day is a Saturday or the Tuesday after Boxing Day when Boxing Day is a Sunday; and
 - (o) any other day, or part-day, declared or prescribed by or under the PH Act to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, set out at 34.1.
- 34.2 An Employee is entitled to be absent from his or her employment on a day or part day that is a Declared Public Holiday in the place where the Employee is based for work purposes. However, the Employer may reasonably request an Employee work a Declared Public Holiday.
- 34.3 Substituted Public Holidays under the PH Act
- (a) If Australia Day (Actual Day) falls on a Saturday or Sunday, the following Monday will be observed as a holiday instead (Substituted Day).
 - (b) Applicability of penalty rates for some public holidays falling on weekends
 - (c) When Australia Day (Actual Day) is a Saturday or a Sunday, and a Substituted Day is determined under the PH Act:
 - (i) Weekend Workers (an Employee who works their ordinary hours on a Saturday or Sunday) and casual Employees shall receive penalty payments pursuant to 34.6 for time worked on the Actual Day, or on the Substituted Day if the Employee does not work ordinary hours on the Actual Day; and
 - (ii) all other Employees will receive penalty payments for time worked on the Substituted Day
- 34.4 Public holidays occurring on rostered days off (Full-time Employees only)
- (a) Any Registered Nurse shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday-Friday Employees.
 - (b) If such a day falls on an Enrolled Nurse or Aged Care Employee's rostered day off he/she shall be entitled to one and a half times the payment for her/his ordinary day; or where there is mutual consent, within four weeks following the date on which such holiday occurred the Employee may take a day and a half off in lieu or have a day and a half added to her/his annual leave.
- 34.5 Substituted Public Holidays by agreement
- (a) The Employer and an Employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a Declared Public Holiday per the PH Act.
- 34.6 Payment for a Public Holiday worked
- (a) Any Registered Nurse, Enrolled Nurse, Personal Care Worker or Leisure & Lifestyle Employee (who receives a base 5 weeks annual leave in accordance with 29.2) who is required to be on duty on a public holiday referred to above shall be entitled to be paid at 200% of the Ordinary Rate for the time worked.
 - (b) A non-care staff Aged Care Employee, (i.e. an Employee receiving only four weeks annual leave in accordance with clause 29.3 (excluding a casual)) who works on a public holiday

referred to above shall be entitled to be paid 250% of the Ordinary Rate for the time worked.

- (c) Employees entitled to annual leave in accordance with clause 29.4 and who work on a public holiday referred to above will be paid 200% of the Ordinary Rate for the time worked.
- (d) A casual Employee will be paid the following (in lieu of the casual loading) for time worked on a public holiday:

Category	Penalty rate
Nursing Employees	at the rate of 250% of the Ordinary Rate
Aged Care Employees (including Personal Care Workers and Leisure and Lifestyle Employees)	at the rate of 275% of the Ordinary Rate

34.7 In respect of Easter Saturday, an Enrolled Nurse who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the Employee may take one day off in lieu or have one day added to his/her annual leave.

34.8 Public holidays occurring during annual leave

If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

34.9 Part-time Employees

- (a) A part-time Employee who would be ordinarily rostered to work on a day of the week on which a Declared Public Holiday falls, and who is not required to work on that day, shall be paid at the Ordinary Rate for the ordinary hours which would otherwise have been worked on that day.
- (b) A part-time Employee who would not ordinarily be rostered to work on a day of the week on which a Declared Public Holiday falls, and who is not required to work on that day will not be entitled to any benefit for any such Declared Public Holiday unless he/she is required to work on the public holiday, subject to the following:
 - (i) In determining whether a part-time Employee who works a variable roster is entitled to receive public holiday penalty rates for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which the Declared Public Holiday falls, the Employee shall be entitled to be paid at the Ordinary Rate for the ordinary hours which would otherwise have been worked on that day (the Rostered Off Benefit).
 - (ii) For the purposes of this clause the Rostered Off Benefit shall be calculated by adding together the hours worked by the Employee on the particular day of the week on which the Declared Public Holiday falls over the immediately preceding six

months and averaging those hours in respect of those days worked by the Employee.

35 PARENTAL LEAVE

35.1 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**).

35.2 Primary Parental Leave, Secondary Parental Leave and Stillbirth (arrangements) for Eligible Employees:

- (a) Primary Parental Leave is the unpaid leave set out in the NES associated with:
 - (i) The birth of a child of the Employee or the Employee's spouse or de facto partner (Birth Related Leave); or
 - (ii) The placement of a child with the Employee for adoption (**Adoption Leave**).
- (b) 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.
- (c) Parental Leave in circumstances of stillbirth is the unpaid leave set out in the NES where a child is born stillborn and an employee would have been entitled to unpaid parental leave that is birth-related leave if the child had been born alive.
- (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.

35.3 Paid Leave

- (a) An Eligible Employee, (excluding casual Employees), taking Primary Parental- Birth Related or Adoption Leave, Parental Leave in circumstances of stillbirth, or Secondary Parental (Partner) Leave, is entitled to **12 weeks'** paid leave. The paid leave is payable at the Employee's Ordinary Rate

35.4 Superannuation during paid parental leave

- (a) The Employer will make superannuation contributions, at the minimum rate and in accordance with Superannuation Law, for the period of the 12 weeks paid leave set out at clause 35.3.

35.5 Additional Parental Leave Arrangements

- (a) 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.
- (b) 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.

- (c) Unpaid special parental leave is provided for in accordance with the NES.

36 PAID EMERGENCY SERVICES LEAVE

- 36.1 An Employee who is a member of a recognised voluntary emergency management activity (such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the Act, subject to the Employee providing to the Employer:
- (a) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and
 - (b) evidence that would satisfy a reasonable person that the Employee has been or will be engaging in an eligible emergency management activity.
- 36.2 Payment for such attendance shall be restricted to a maximum of five shifts per annum (non-cumulative), at the Employee's ordinary rate of pay. Casual Employees shall not be entitled to payment under this sub-clause, but shall still have the right to be absent from work subject to complying with the notice requirements under sub-clause 36.1(a).

37 BLOOD DONORS LEAVE

An Employer will release full-time Employees upon request on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located within 5 kilometres of the Facility at which the Employee primarily works.

38 PROFESSIONAL DEVELOPMENT LEAVE

- 38.1 Full time Employees will be entitled to take up to six days' paid professional development leave (whether for conferences, study or examination purposes relevant to their work) per annum, paid at the Employee's ordinary rate of pay. The equivalent pro rata entitlement is available for part time Employees for the purposes of continuing their education in the aged care field.
- 38.2 The entitlement to paid professional development leave under this clause is subject to approval by the relevant manager based on work requirements and is a non-accumulative entitlement. The Employer shall not unreasonably withhold approval for such leave.

39 EDUCATION AND TRAINING

- 39.1 Where the Employer has implemented or is participating in a no lift training program all Employees must attend the required training.
- 39.2 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.
- 39.3 All mandatory training (which includes required e-learning) must be undertaken by Employees at a time, or times, authorised by the Employer.
- 39.4 Attendance at mandatory training will be paid at the Ordinary Rate, subject to the following:
- (a) 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 Ordinary 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;

- (b) Where operationally practicable, e-learning will be rostered/undertaken during the Employee's Ordinary Shift.
- (c) 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 Ordinary 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;
 - (i) In the case of an Aged Care Employee, where mandatory training is undertaken outside of the Employee's rostered ordinary hours
 - (A) the first 15 hours per year of such training will be paid in accordance with (c);
 - (B) any remaining training beyond 15 hours per year will be paid at the applicable overtime penalty rate.

39.5 Attendance at any training course other than those referred to above may be supported by the Employer in accordance with specific policy initiatives.

40 JURY SERVICE

- 40.1 An 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.
- 40.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
- 40.3 Employees shall notify their Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 40.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity. For the avoidance of doubt, an Employee is entitled to reasonable rest time immediately following jury service
- 40.5 '**Ordinary pay**' means the Ordinary Rate that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week.

41 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.

PART 7 – Ending Employment

42 TERMINATION OF EMPLOYMENT

- 42.1 The Employer may terminate a Permanent Employee's employment by giving four (4) weeks' notice.
- 42.2 In addition to the notice in clause 42.1, Employees 45 years old or over who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.
- 42.3 Rather than requiring an Employee to work out the entire notice period, the Employer may:
- (a) make a payment in lieu of the entire notice period; or
 - (b) require the Employee to work out only part of the notice period and then pay the Employee in lieu of notice for the remainder of the notice period.
- 42.4 In calculating any payment in lieu of notice an Employee will be paid at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (a) the ordinary working hours to be worked by the Employee; and
 - (b) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (c) any other amounts payable under the Employee's employment contract.
- 42.5 The amount of notice of termination required to be given by a Permanent Employee is the same as that required by the Employer.
- 42.6 If an Employee fails to give notice of termination (or the requisite period of notice of termination) the Employer shall have the right to withhold moneys due to the Employee on termination up to a maximum of one week's full pay for the period of notice not given by the Employee.
- 42.7 Annual leave shall not be deemed to form any part of this notice period for the purpose of this provision.
- 42.8 In the case of casual Employees the notice period is one hour for the Employer and Employee.
- 42.9 The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
 - (b) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (d) to casual Employees.
- 42.10 For the purposes of this clause, continuity of service shall be calculated in accordance with the Act.
- 42.11 Time off work during notice period
- Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

43 REDUNDANCY

43.1 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **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, except where this is due to the ordinary and customary turnover of labour (**Redundant** has a corresponding meaning).
- (c) **Week's pay** means the ordinary rate of pay for the Employee concerned calculated according to their ordinary hours of work. Provided that such rate shall exclude:
 - (i) overtime;
 - (ii) penalty rates;
 - (iii) disability allowances;
 - (iv) shift allowances;
 - (v) bonuses; and
 - (vi) any other ancillary payments of a like nature.

43.2 Transfer to lower paid duties

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

43.3 Severance pay

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

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

43.4 Employee leaving during notice period

- (a) An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 42.1 (and if applicable 42.2). 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.

43.5 Alternative employment

- (a) Where a position is identified as Redundant and the Employer offers the Employee a **suitable alternative position** the Employee is not entitled to any severance pay.
- (b) A **suitable alternative position** is defined as a position that is either similar to the Employee's previous role, or a role that the Employee has the skills and ability to undertake and that is at the same location or within reasonable proximity to their existing workplace.
- (c) The Employer will also provide suitable training to assist the Employee in the transition to an acceptable suitable alternative position.

43.6 Time off Period of Notice

- (a) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (c) For the purpose of clause 43.6(b) a statutory declaration will be sufficient.

43.7 Employees exempted

This clause does not apply to:

- (a) Employees with less than one year's continuous service with the Employer;
- (b) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (c) probationary Employees;
- (d) 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;
- (e) Employees engaged for a specific period of time or for a specified task or tasks; or
- (f) casual Employees.

43.8 Transfer of business

- (a) An Employee is not entitled to severance pay in relation to the termination of their employment by the Employer where:
- (b) the Employee is offered and accepts employment with a new employer (**new employer**) which recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer, and there is a transfer of employment in relation to the Employee for the purpose of the Act; or
- (c) the Employee rejects an offer of employment with the new employer that:
 - (i) is on terms and conditions 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;

- (ii) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer;
- (iii) does not impose or extend any probationary or qualifying period on the Employee beyond that applying to the Employee immediately prior to the transfer of the Employee's employment and this is confirmed in writing to the Employee before commencing employment with the new Employer; and
- (iv) 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.

44 DISCIPLINARY POLICIES

- 44.1 The Employer may take disciplinary action against an Employee because of the Employee's unsatisfactory performance, behaviour, or conduct.
- 44.2 Regis values the principles of procedural fairness and in the conduct of any disciplinary process, Regis will:
- (a) provide the Employee with conduct allegations and/ or performance concerns in writing;
 - (b) provide the Employee with a reasonable opportunity to respond to the conduct/ performance matters, either in writing and/or verbally (which may include attendance at a scheduled meeting with Regis);
 - (c) advise the Employee in writing of the Employee's right to access a support person or representative;
 - (d) provide the Employee with the reason for Regis' decision to take disciplinary action.
- 44.3 In circumstances of alleged serious misconduct, Regis will:
- (a) provide the Employee with a written summary of its findings in regard to the Employee's conduct;
 - (b) notify the Employee in writing that Regis has made a preliminary decision to terminate the Employee's employment; and
 - (c) provide the Employee with a reasonable opportunity to show cause why their employment should not be terminated,
- prior to making a final determination to terminate an Employee's employment.
- 44.4 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the FW Act).
- 44.5 The clause will not apply until an Employee has completed the minimum employment period prescribed in Act.

PART 8 – Other Matters

45 ACCIDENT PAY

Accident pay will be in accordance with Appendix 4.

46 DELEGATE RIGHTS

- 46.1 This cause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with this clause.

- 46.2 In this clause :

- (a) employer means the employer of the workplace delegate;
- (b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

- 46.3 Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- 46.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

- 46.5 Right of representation

- (a) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
 - (i) consultation about major workplace change, subject to and in accordance with the provisions of clause 10 of this Agreement;
 - (ii) consultation about changes to rosters or hours of work, subject to and in accordance with the provisions of clause 10 of this Agreement;
 - (iii) resolution of disputes, subject to and in accordance with the provisions of clause 11 of this Agreement;
 - (iv) disciplinary processes, in accordance with the provisions of clause 44 of this Agreement;
 - (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (vi) any process or procedure within the enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

- 46.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 46.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

46.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 46.7 if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

46.8 Entitlement to reasonable access to training

- (a) The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least two days each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
 - (i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - (ii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (A) full-time or part-time employees; or
 - (B) regular casual employees.
 - (iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
 - (iv) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - (v) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

- (vi) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (b) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

46.9 **Exercise of entitlements**

- (a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (i) unreasonably fail or refuse to deal with a workplace delegate; or
- (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

SIGNATORIES TO THE AGREEMENT

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



Signature

Managing Director & Chief Executive
Officer

Position

Linda Mellors

Name

Level 2, 293 Camberwell Road, Camberwell
VIC 3124

Address

Signed on the 23rd day of July 2025

Signed by the **Australian Nursing & Midwifery Federation (Victoria)**



Signature

Secretary

Position

Madeleine Harradence

Name

535 Elizabeth St, Melbourne Vic 3000

Address

The above person is authorised to sign the Agreement on behalf of the **Australian Nursing & Midwifery Federation (Victoria)** for the following reason/s:

Secretary

Signed on the 4th day of **August 2025**

Signed by the **HWU**

Signed by the HWU


Signature
Administrator
Position

Charlie Donnelly
Name
10/663 Victoria St Abbotsford
Address

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

Administrator of HWU

Signed on the 22nd day of July 2025

Appendix 1: Wage Rates and Allowances

Classification	Current	FFPPOA 1 January 2025 3.5%	FFPPOA 1 September 2025 3.5%	FFPPOA 1 September 2026 3%	Indicative roles covered
Support Services					
Aged Care Level 1	25.62	26.52	27.44	28.27	Entry Level only for Food Services Assistant, Laundry Hand and Cleaner.
Aged Care Level 2					
1st year of exp.	26.63	27.56	28.53	29.38	Gardener (unqualified) & Maintenance Officer (unqualified)
2nd year of exp.	26.63	27.56	28.53	29.38	
3rd year of exp.	26.63	27.56	28.53	29.38	
4th year of exp.	26.63	27.56	28.53	29.38	
5th year of exp.	26.63	27.56	28.53	29.38	
Aged Care Level 2 (FSA, Cleaner, Laundry only)					
1st year of exp.	27.66	28.63	29.63	30.52	Food Service Assistant, Laundry Assistant, Cleaner
2nd year of exp.	27.66	28.63	29.63	30.52	
3rd year of exp.	27.66	28.63	29.63	30.52	
4th year of exp.	27.66	28.63	29.63	30.52	
5th year of exp.	27.66	28.63	29.63	30.52	
Aged Care Level 3					
1st year of exp.	27.66	28.63	29.63	30.52	Receptionist, Cook unqualified, General Clerk, Driver (< 3 tonnes) required to hold SJA FAC
2nd year of exp.	27.66	28.63	29.63	30.52	
3rd year of exp.	27.66	28.63	29.63	30.52	
4th year of exp.	27.66	28.63	29.63	30.52	
5th year of exp.	27.66	28.63	29.63	30.52	
6th year of exp.	27.66	28.63	29.63	30.52	
7th year of exp.	27.93	28.91	29.92	30.82	
Aged Care Level 4					
1st year of exp.	27.98	28.97	29.98	30.88	Senior Cook (qualified), Gardener (Cert III), Senior Clerk, Driver (>3 tonnes) required to hold SJA FEC, Maintenance Officer (qualified)
2nd year of exp.	27.98	28.97	29.98	30.88	
3rd year of exp.	28.03	29.01	30.03	30.93	
4th year of exp.	28.32	29.31	30.34	31.25	
5th year of exp.	28.60	29.60	30.64	31.56	
6th year of exp.	28.75	29.76	30.80	31.72	
Aged Care Level 5					
1st year of exp.	28.93	29.94	30.99	31.92	Chef (qualified), Gardener (Cert IV), Maintenance Officer (Cert IV or Advanced Certificate)
2nd year of exp.	28.93	29.94	30.99	31.92	

3rd year of exp.	28.95	29.96	31.01	31.94	
4th year of exp.	29.24	30.26	31.32	32.26	
Aged Care Level 6					
1st year of exp.	30.49	31.56	32.66	33.64	Office Coordinator
2nd year of exp.	30.49	31.56	32.66	33.64	
3rd year of exp.	30.49	31.56	32.66	33.64	
4th year of exp.	30.50	31.57	32.67	33.65	
5th year of exp.	30.80	31.88	32.99	33.98	
6th year of exp.	31.24	32.33	33.47	34.47	
Aged Care Level 7					
1st year of exp.	31.78	32.89	34.04	35.06	
2nd year of exp.	32.09	33.21	34.38	35.41	
3rd year of exp.	32.37	33.50	34.68	35.72	
4th year of exp.	32.52	33.66	34.84	35.88	
Aged Care Level 6 (Senior Food Service)					
1st year of exp.	34.04	35.23	36.46	37.56	Chef Manager
2nd year of exp.	34.04	35.23	36.46	37.56	
3rd year of exp.	34.04	35.23	36.46	37.56	
4th year of exp.	34.04	35.23	36.46	37.56	
5th year of exp.	34.07	35.26	36.50	37.59	
6th year of exp.	34.50	35.71	36.96	38.07	
Aged Care Level 7 (Senior Food Service)					
1st year of exp.	35.10	36.33	37.60	38.73	Chef Manager (Seek advice from P&C first before applying)
2nd year of exp.	35.10	36.33	37.60	38.73	
3rd year of exp.	35.10	36.33	37.60	38.73	
4th year of exp.	35.10	36.33	37.60	38.73	
Leisure and Lifestyle					
Lifestyle Officer (Unqualified) (Level 3)					
1st year of exp.	30.88	31.96	33.08	34.07	Lifestyle & Leisure Officer (unqualified)
2nd year of exp.	30.88	31.96	33.08	34.07	
3rd year of exp.	30.88	31.96	33.08	34.07	
4th year of exp.	30.88	31.96	33.08	34.07	
5th year of exp.	30.88	31.96	33.08	34.07	
6th year of exp.	30.88	31.96	33.08	34.07	
7th year of exp.	30.88	31.96	33.08	34.07	
Lifestyle Assistant (Cert III) (Level 4)					
1st year of exp.	32.14	33.28	34.44	35.48	Lifestyle Assistant (Cert III qualified)
2nd year of exp.	32.14	33.28	34.44	35.48	
3rd year of exp.	32.14	33.28	34.44	35.48	
4th year of exp.	32.21	33.34	34.50	35.54	
5th year of exp.	32.50	33.64	34.81	35.86	
6th year of exp.	32.65	33.79	34.98	36.02	
Lifestyle Assistant (Cert IV) (Level 5)					
1st year of exp.	34.19	35.40	36.64	37.74	Lifestyle Assistant (Cert IV qualified)
2nd year of exp.	34.19	35.40	36.64	37.74	
3rd year of exp.	34.19	35.40	36.64	37.74	
4th year of exp.	34.23	35.43	36.67	37.77	

Lifestyle Coordinator (Unqualified) (Level 6)					
1st year of exp.	34.19	35.40	36.64	37.74	Lifestyle & Leisure Coordinator (unqualified)
2nd year of exp.	34.19	35.40	36.64	37.74	
3rd year of exp.	34.19	35.40	36.64	37.74	
4th year of exp.	34.19	35.40	36.64	37.74	
5th year of exp.	34.22	35.42	36.66	37.76	
6th year of exp.	34.65	35.86	37.12	38.23	
Lifestyle Coordinator (Qualified) (Level 7)					
1st year of exp.	36.34	37.61	38.93	40.10	Lifestyle Coordinator (Cert IV qualified)
2nd year of exp.	36.65	37.93	39.26	40.44	
3rd year of exp.	36.94	38.23	39.57	40.76	
4th year of exp.	37.09	38.39	39.73	40.92	
PCA/PCW					
PCW (Unqualified) (Level 3)					
1st year of exp.	30.88	31.96	33.08	34.07	Unqualified PCW/PCA (formerly PCW Level 1)
2nd year of exp.	30.88	31.96	33.08	34.07	
3rd year of exp.	30.88	31.96	33.08	34.07	
4th year of exp.	30.88	31.96	33.08	34.07	
PCW (Cert III) (Level 4)					
1st year of exp.	32.14	33.28	34.44	35.48	PCW/PCA Cert III qualified (formerly PCW Level 2)
2nd year of exp.	32.14	33.28	34.44	35.48	
3rd year of exp.	32.14	33.28	34.44	35.48	
4th year of exp.	32.21	33.34	34.50	35.54	
5th year of exp.	32.50	33.64	34.81	35.86	
6th year of exp.	32.65	33.79	34.98	36.02	
PCW (Cert IV) (Level 5)					
1st year of exp.	34.19	35.40	36.64	37.74	PCW/PCA Cert IV qualified (appointed position Yrs 2-4 only) (formerly PCW Level 3)
2nd year of exp.	34.19	35.40	36.64	37.74	
3rd year of exp.	34.19	35.40	36.64	37.74	
4th year of exp.	34.23	35.43	36.67	37.77	
	Current	FFPPOA 1 January 2025	FFPPOA 1 September 2025	FFPPOA 1 September 2026	
Enrolled Nurse		3.5%	3.5%	3%	
Enrolled Nurse Trainee	32.75	33.90	35.08	36.14	
Enrolled Nurse					
Level 1	37.11	38.41	39.75	40.95	First year post registration & 12mths experience
Level 2	37.33	38.64	39.99	41.19	Second year post registration & further 12mths experience
Level 3	37.40	38.71	40.06	41.27	Third year post registration & further 12mths experience
Level 4	37.57	38.88	40.25	41.45	Fourth year post registration & further 12mths experience
Level 5	37.85	39.17	40.55	41.76	Fifth year post registration & further 12mths experience

Level 6	38.40	39.74	41.14	42.37	Sixth year post registration & further 12mths experience
Registered Nurse					
Registered Nurse Grade 2					
Level 1	38.39	39.73	41.12	42.36	Grad year only. Post registration - no experience/less than 12mth experience
Level 2	40.94	42.37	43.86	45.17	Base Rate - First year post registration ie at least 12mths experience
Level 3	41.79	43.25	44.77	46.11	2nd yr post registration & further at least 2 yrs experience
Level 4	42.57	44.06	45.60	46.97	3rd yr post registration & further at least 3 yrs experience
Level 5	47.28	48.93	50.65	52.17	4th yr post registration & further at least 4 yrs experience
Level 6	48.18	49.87	51.61	53.16	5th yr post registration & further at least 5 yrs experience
Level 7	48.15	49.84	51.58	53.13	6th yr post registration & further at least 6 yrs experience
Level 8	48.75	50.46	52.22	53.79	7th yr post registration & further at least 7 yrs experience
Registered Nurse Grade 4					
Level 1	54.85	56.77	58.76	60.52	Clinical Care Coordinator, Clinical Care Team Leader, Nurse in Charge (when GM not there) or Clinical Manager on PM, Night, weekends of less than 61 beds
Level 2	56.45	58.43	60.47	62.28	
Level 3	57.00	59.00	61.06	62.89	
Registered Nurse Grade 5					
13-50 Beds	61.46	63.61	65.84	67.81	Clinical Care Coordinator, Clinical Care Team Leader, Nurse in Charge or Clinical Manager on PM, Night, weekend 61 beds or more (at least 4 yrs post registration experience)
51-200 Beds	62.44	64.63	66.89	68.89	
201 -400 Beds	64.36	66.61	68.94	71.01	

	Current	FFPPOA 1 January 2025	FFPPOA 1 September 2025	FFPPOA 1 September 2026
Aged Care Allowances				
AM / PM Shift	13.25% in addition to the Employee's Ordinary Time Rate of Pay for each hour or part thereof worked (paid in addition to weekend and PH penalties)			
Night Shift	22.5% in addition to the Employee's Ordinary Time Rate of Pay for each hour or part thereof worked (paid in addition to weekend and PH penalties)			
Change of Roster - Support Services		27.20	28.15	28.99
Change of Roster - Direct Carers		30.36	31.43	32.37
PCW Medication Awareness and Assistance Allowance (per hour)	1.00	1.00	1.00	1.00
Nauseous Allowance is factored into the above rates				
Vehicle Per kilometre	0.71	0.73	0.76	0.78
Tools (Chefs & Cooks) (per week)	12.85	13.30	13.77	14.18
Registered Nurse Allowances	Current	FFPPOA 1 January 2025	FFPPOA 1 September 2025	FFPPOA 1 September 2026
AM / PM Shift	13.25% in addition to the Employee's Ordinary Time Rate of Pay for each hour or part thereof worked (paid in addition to weekend and PH penalties)			
Night Shift	15% in addition to the Employee's Ordinary Time Rate of Pay for each hour or part thereof worked (paid in addition to weekend and PH penalties)			
On Call (5%) per 12-hours or part thereof	72.49	75.49	78.14	80.48
Meal Break allowance (Grade 5)	26.25	32.31	33.44	34.45
Change of Roster		37.75	39.07	40.24
Vehicle Per kilometre	1.12	1.16	1.20	1.24
Qualifications Allowances				
Hospital/Grad Certificate	50.00	51.75	53.56	55.17
Post Grad Dip/Degree	81.20	84.04	86.98	89.59
Masters Degree	93.70	96.98	100.37	103.38
Doctorate	106.20	109.92	113.76	117.18
Enrolled Nurse Allowances	Current	FFPPOA 1 January 2025	FFPPOA 1 September 2025	FFPPOA 1 September 2026
AM / PM Shift	13.25% in addition to the Employee's Ordinary Time Rate of Pay for each hour or part thereof worked (paid in addition to weekend and PH penalties)			
Night Shift	22.5% in addition to the Employee's Ordinary Time Rate of Pay for each hour or part thereof worked (paid in addition to weekend and PH penalties)			
In Charge of Facility	43.55	45.07	46.65	48.05
Change of Roster		36.49	37.77	38.90
Vehicle Per kilometre	1.12	1.16	1.20	1.24
Nauseous Allowance is factored into the above rates				
All Employees	Current	FFPPOA 1 January 2025	FFPPOA 1 September 2025	FFPPOA 1 September 2026
Other Allowances (per occasion)				
Meal > 1 hr OT	14.10	14.59	15.10	15.56
Meal > 4 hrs OT	12.71	13.15	13.62	14.02
Uniform (per day)	1.84	1.90	1.97	2.03
Laundry (per day)	0.38	0.39	0.41	0.42

Appendix 2: Aged Care Employee Classifications

AGED CARE EMPLOYEE - GENERAL

Aged care employee—general—level 1

Entry level:

An employee who has less than three months' work experience in the industry and performs basic duties. An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk Laundry hand Cleaner Assistant gardener	Food services assistant

Aged care employee—general—level 2

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services
General clerk/Typist (between 3 months' and less than 1 year's service) Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)

Aged care employee—general—level 3

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate Laundry hand Cleaner	Cook Food services assistant

Aged care employee—general—level 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior cook (trade)

Aged care employee—general—level 5

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
Secretary interpreter (unqualified)	Chef

Aged care employee—general—level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;

- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - possesses administrative skills and problem solving abilities;
 - possesses well developed communication, interpersonal and/or arithmetic skills; and
 - may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
- Indicative tasks performed at this level are:

General and administrative services	Food services
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

Aged care employee—general—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor

AGED CARE EMPLOYEE – DIRECT CARE

Aged care employee—direct care—level 1—Introductory

An employee whose primary role is to provide direct care to residents and who has less than 3 months' aged carer experience.

Aged care employee—direct care—level 2—Direct Carer

An employee whose primary role is to provide direct care to residents and who has 3 months' or more aged carer experience.

Aged care employee—direct care—level 3—Qualified

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification.

Aged care employee—direct care—level 4—Senior

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification and has obtained 4 years' experience classified at level 3 after 1 January 2025.

Aged care employee—direct care—level 5—Specialist

An employee whose primary role is to provide direct care to residents and who has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer.

Aged care employee—direct care—level 6—Team Leader

A direct care employee who has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer and is required to supervise and train other direct care employees.

Appendix 3: Enrolled Nurses and Registered Nurses Classifications and Definitions

Enrolled Nurse Classifications

Employees classified as Enrolled Nurses must be licensed to practice as an Enrolled Nurse by the Registration Authority. Employees work under the direct or indirect supervision of a Registered Nurse.

An Employee employed as an Enrolled Nurse accepts accountability for own standards of nursing care.

Employees in these roles will:

- (a) provide safe resident centred nursing care in a variety of settings;
- (b) implement appropriate nursing care and undertake or assist with general and specialised procedures from nursing care plans;
- (c) plan and prioritise own work program to achieve defined outcomes;
- (d) exercise judgment when it is required to solve problems arising in their own work program;
- (e) take initiative to recommend improved processes in their immediate work area;
- (f) participate in resident safety and risk minimisation activities;
- (g) provide verbal and documented information within their scope of practice to resident, other health care team members, and members of the public;
- (h) contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
- (i) contribute to teamwork and a positive work culture; and
- (j) commence a portfolio of post enrolment learning.

Incremental advancement through the salary scale of six (6) post registration Levels for Enrolled Nurses shall occur in accordance with A and B below.

A. Level Progression – General

- 1 Subject to the terms specified in each pay point as defined in sub clauses 1 to 6 of Part B and this clause, each Enrolled Nurse shall progress to the next pay point (between Levels 1 to 6 inclusive) on his or her anniversary date, subject only to completion of the training required for progression at each pay point and the completion of a year of experience (as defined).
- 2 An Enrolled Nurse is not required to apply for pay point progression save that:
 - (a) Where courses of study / training relevant to progression are undertaken externally to the Employer, the Employee must provide evidence of the successful completion of that study.
 - (b) A new Employee shall provide, as far as practicable, documentation that supports claims of previous experience or courses of study/in-service training since registration. A Training Certificate (or equivalent) or, where a previous Employer refuses to provide such information, a statutory declaration shall suffice.
- 3 Subject to sub-clause A(2) and upon an Employee's anniversary date, progression may only be deferred or refused by the Employer if the Employee has not completed the required training for the next pay point.

Deferral or refusal must not be unreasonably or arbitrarily imposed by the Employer. It will be considered unreasonable to defer or refuse if the Employer has refused to provide training and/or opportunities to work in practice settings in the Employer's establishment.

Where the Employer proposes to defer or refuse progression on the anniversary date because the Employee has not completed the required training, the Employer shall notify the Employee in writing at least eight weeks prior to the anniversary of the following:

- the anniversary date;
- the amount of training on file;
- the amount of training required for progression; and
- upcoming in-service training.

4 Where an Employee who has been deferred or refused progression undertakes additional training and meets the criteria for progression, the Employee shall progress to that pay point from:

- (a) in the case of in service training, the date the training is completed, or
- (b) in the case of external training, the date on which the evidence of satisfactory completion of the training is submitted to the Employer.

5 An Employee may appeal a deferral or refusal under the Dispute Settlement Procedure of this Agreement. Where an appeal results in the revocation of the Employer's decision (either by decision of the FWC or by the agreement of the parties), pay point progression shall be deemed to operate and be payable from the Employee's anniversary date.

Where circumstances have changed such that it is accepted that the Employee satisfies the terms of the next pay point (as defined) this sub-clause shall not prevent:

- a review, initiated by either the Employer or Employee (or their nominated representatives) of the deferral or refusal; and/or
- the lifting of the deferral or refusal at and operative from such date;

6 All relevant training, experience and skills in any workplace as a Enrolled Nurse, other than such experience predating a break of five or more consecutive years, shall be counted for the purpose of assigning a pay point to new Employees except that regard will not be had to an Employee's pay point with a previous Employer to the extent it was not referable to the Employee's training, experience and skill.

7 Part time Employees shall progress in accordance with the requirements of full-time Employees.

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

B Level Progression Criteria

Trainee

Trainee is the classification a student Enrolled Nurse will be appointed to for the period they undertake their traineeship and until the time as they are registered as an Enrolled Nurse with the NMBA.

1 Level 1

Level 1 means the Entry Level after Registration and the Level to which an Employee shall be appointed as an Enrolled Nurse Trainee where the Employee has:

- (a) practical experience as defined of up to but not more than twelve months after registration, and
- (b) completed training as follows:
 - (i) Subject to its provision by the employing agency, in-service training from time to time.

2 Level 2

Level 2 means the pay point to which an Employee shall be appointed or progress from Level 1, having been assessed as being competent at that level, where the Employee has:

- (a) not more than one further year of practical experience as defined; and
- (b) completed training as follows:
 - (i) subject to its provision by the employing agency, in service training of not less than 20 hours accumulated since registration; or
 - (ii) the successful completion of one module additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or
 - (iii) in-service -training, subject to its provision by the employing agency, of not less than 20 hours accumulated since registration and the successful completion of one additional module relevant to the work undertaken within the Certificate IV Health (Nursing), Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

3 Level 3

Level 3 means the pay point to which an Employee shall be appointed or progress from Level 2, having been assessed as being competent at that level, where the Employee has:

- (a) not more than one further year of practical experience as defined; and
- (b) completed the following training:
 - (i) subject to its provision by the employing agency, in-service training of not less than 50 hours accumulated since registration; or
 - (ii) the successful completion of one modules additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability; or
 - (iii) the undertaking of in-service training, subject to its provision by the employing agency of not less than 50 hours accumulated since registration and the successful completion of one additional module relevant to the work undertaken within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

4 **Level 4**

Level 4 means the pay point to which an Enrolled Nurse shall be appointed or progress to from Level 3, having been assessed as being competent at that level, where the Employee has:

- (a) not more than one further year of practical experience as defined, and
- (b) completed training as follows:
 - (i) subject to its provision by the Employer, not less than 80 hours of in service training accumulated since registration which may include the successful completion of Self Directed Learning Packages; or
 - (ii) the successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or
 - (iii) subject to its provision by the Employer, the undertaking of in service training (which may include Self Directed Learning Packages) of not less than 40 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

5 **Level 5**

Level 5 means the Level to which an Enrolled Nurse shall be appointed or progress to from Level 4, having been assessed as being competent at that level, where the Employee has the following:

- (a) not more than one further year of practical experience as defined, and
- (b) completed training as follows:
 - (i) subject to its provision by the Employer, not less than 110 hours of in service training accumulated since registration which may include the successful completion of Self Directed Learning Packages; or
 - (ii) the successful completion of three modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or
 - (iii) subject to its provision by the Employer, the undertaking of in service training (which may include Self Directed Learning Packages) of not less than 70 hours accumulated since registration and the successful completion of one module relevant to the work undertaken within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

6 **Level 6**

Level 6 means the pay point to which an Enrolled Nurse shall be appointed or progress to from Level 5, having been assessed as being competent at that level, where the Employee has the following:

- (a) not more than one further year of practical experience as defined, and
- (b) completed training as follows:
 - (i) subject to its provision by the Employer, not less than 140 hours of in service training accumulated since registration which may include the successful completion of Self Directed Learning Packages; or

- (ii) the successful completion of three modules additional to the base qualification relevant to the work undertaken, within the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability, or
- (iii) subject to its provision by the Employer, the undertaking of in service training (which may include Self Directed Learning Packages) of not less than 80 hours accumulated since registration and the successful completion of two modules relevant to the work undertaken with the Certificate IV (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing) subject to their availability.

Registered Nurse Classification

1 Graduate Nurse (Grade 2 Year 1)

A Registered Nurse in his or her first year of experience following registration as a Registered Nurse with the Nursing and Midwifery Board of Australia. A Graduate Nurse will commence at Grade 2 Year 1 and on completion of the graduate year progress to Grade 2 Year 2.

2 Grade 2

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

A Graduate Nurse will commence at Grade 2 Year 1 and on completion of the graduate year progress to Grade 2 Year 2.

An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the ordinary weekly rate of pay applicable to that Enrolled Nurse (inclusive of Seniors and Qualification Allowance where applicable) effective from commencement of employment as Registered Nurse.

An Employee appointed to this level shall have obtained proficiency and qualifications necessary to perform work at this level. An Employee at this level may work under the indirect supervision of a more experienced Registered Nurse yet still perform work in accordance with ANCI competencies as well as the following:

An Employee at this level is required to:

- (a) hold a current practicing certificate with the Australian Nursing Board;
- (b) work under minimal supervision and from time to time may be responsible for;
- (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 training;
- (f) demonstrate the effective application of all accreditation standards in the age care sector; and
- (g) undertake the assessment of residents' needs.

3 Grade 4

A Registered Nurse appointed as a Charge Nurse/Unit Manager.

A Registered Nurse appointed as In-Charge of a facility of less than 61 beds in the out of hours of the Facility or Clinical Manager on PM, night and all weekend shifts and paid as such.

A Registered Nurse appointed as such with responsibilities for delivering education and professional development of Employees.

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 own standards of nursing care and for activities delegated to others. A Registered Nurse working at this level would normally be responsible for the provision of all Nursing Care at the relevant Aged Care Facility.

Employees in these roles will, with increasing capability:

- (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 Employer's policies and procedures;
- (h) proficient overall supervision of all 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) practice as a Registered Nurse 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; Registered Nurse, Enrolled Nurses and Personal Care Workers;
- (n) provide support and guidance to newer or less experienced staff; Registered Nurse, Enrolled Nurses and other workers providing basic nursing care;
- (o) support nursing practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of graduates; and
- (p) continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

Incremental advancement through the salary scale of 3 pay points for Registered Nurse classified at this level shall occur in accordance with a year of experience as defined.

4 **Grade 5**

A Registered Nurse appointed in the out of hours of the Facility Manager or Clinical Manager as in charge for a Facility of 61 beds or more on PM, night and all weekend shifts and paid as such. The rate of pay for this classification shall be based on the relevant bed number (usually 51 - 200 beds).

Employees classified at this level provide holistic nursing care to all residents' health. 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 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 individualised 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;
- (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) manage all medication administration in terms of Employers' policies and procedures;
- (g) proficient overall supervision of all 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 residents 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 Regis 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;
- (n) fully support change management processes;
- (o) maintain positive and productive working environment and implement conflict resolution processes when required;
- (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;

- (r) work with nursing leadership team to attain consistency of nursing practice standards and Regis required outcome;
- (s) participate in clinical teaching, overseeing learning experiences, and goal setting for new staff and staff with less experience;
- (t) manage all incidents including investigating complaints, incidents and accidents.
- (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 own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

In addition to the foregoing, the Employee may:

- (x) be required to provide prospective residents with a detailed overview of all services and programs and put them in touch with the right personnel;
- (y) be required to participate in and/or provide clinical teaching and/or research;
- (z) manage staffing and staff attendance by organising replacement staff, rostering work allocation;
- (aa) be required to undertake a specific activity and/or portfolio to fully support the Facilities delivery of quality care; and
- (bb) undertake and oversee the quality of non-clinical aspects of the Facility; cleaning, laundry, catering, lifestyle and relevant administration functions.

Appendix 4: Accident Make Up Pay

Definitions

The words hereunder shall bear the respective definitions set out herein.

(a) Total Incapacity

In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury Rehabilitation and Compensation Act 2013* (in this clause only referred to as '**the Act**') and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(b) Partial incapacity

(i) In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

(iii) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (b)(i) and (b)(ii) payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(c) Payment for part of a week

Where an Employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(d) Injury shall be given the same meaning and application as applying under the *Act*, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(e) Qualification for payment

Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his Employer

who is liable to pay compensation under the Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:

- (i) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from hers/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.
 - (ii) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
 - (iii) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to his/her Employer of the continuing payment of weekly Employees compensation payments.
- (f) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (g) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (h) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (i) Provided however that in the case of a Registered Nurse or Mothercraft Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (j) Maximum period of payment
- The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in (d).
- (k) Absences on other paid leave
- An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (l) Notice of injury
- An Employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- (m) Medical examination
- (i) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the Act as to medical examination.
 - (ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the Employee and her/his fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the

Employee or the Employee fails to commence the work. accident pay shall cease from the date of such refusal or failure to commence the work.

(n) Cessation of weekly payments

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

(o) Civil damage claims

(i) An Employee receiving or who has received accident pay shall advise her/his Employer of any action she/he may institute or any claim she/he may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.

(ii) Where an Employee obtains a judgment or settlement for damages in respect of an injury for which she/he has received accident pay, the Employer's liability to pay accident pay shall cease from the date of such judgment or settlement provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

(iii) Where an Employee obtains a judgment or settlement for damages against a person other than the Employer in respect of an injury for which she/he has received accident pay, the Employer's liability to pay accident pay shall cease from the date of such judgment or settlement provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

(p) Insurance against liability

Nothing in this part shall require an Employer to insure against her/his liability for accident pay.

(q) Variations in compensation rates

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

(r) Death of an Employee

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

(s) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2025/2439

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 undertaking with respect to the *Regis Aged Care Pty Ltd, ANMF & HWU Enterprise Agreement – Victoria 2025* (the **Agreement**):

1. The Agreement does not and will not apply to apprentices.
2. The Agreement does not make provision for sleepovers and employees are not and will not be engaged to undertake sleepovers for the life of the Agreement.

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



Signature

26/8/2025

Date