



DECISION

Fair Work Act 2009

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

Regis Aged Care Pty Ltd
(AG2025/850)

REGIS AGED CARE PTY LTD IN-HOME AND CENTRE BASED SERVICES (VICTORIA) ENTERPRISE AGREEMENT 2024

Health and welfare services

COMMISSIONER TRAN

MELBOURNE, 16 MAY 2025

Application for approval of the Regis Aged Care Pty Ltd In-home and Centre Based Services (Victoria) Enterprise Agreement 2024.

[1] Regis Aged Care Pty Ltd has applied for approval of an enterprise agreement known as the *Regis Aged Care Pty Ltd In-home and Centre Based Services (Victoria) Enterprise Agreement 2024* under s 185 of the Fair Work **Act** 2009.

[2] The Agreement is a single enterprise agreement.

[3] I note clause 5 of the Agreement, which gives **precedence to the NES** and 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 Australian Nursing and Midwifery Federation (**ANMF**) and the Health Services Union (**HSU**) lodged Form F18 statutory declarations giving notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2) of the Act, I note the Agreement covers the unions.

[6] The Agreement is approved and, in accordance with s 54 of the Act, will **operate from** 23 May 2025.

[7] In accordance with clause 6(a)(i), the **nominal expiry date** of the Agreement is 1 March 2028.

Variation under s 218A

[8] Section 218A of the Act allows the Commission to correct or amend obvious errors, defects or irregularities. It is a discretionary power, and the Commission must first be satisfied that the identified errors or amendments sought are obvious errors, defects or irregularities.

[9] I determined to **vary the Agreement** on my own initiative, following the identification of the errors in the schedule of rates under “Allied Health Assistant (L2)”.

[10] The Applicant provided an amended copy of the Agreement, with only the amendments identified above.

[11] I am satisfied that the amendments should be made and that it is appropriate to do so in accordance with s 218A. The variation will operate from the date the Agreement commences.

[12] The Agreement attached to this Decision is the Agreement as varied and will **operate from** 23 May 2025. The **nominal expiry date** of the Agreement as varied is 1 March 2028.



COMMISSIONER

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**Regis Aged Care Pty Ltd, In-home
and Centre Based Services
(Victoria)
Enterprise Agreement 2024**

Enterprise Agreement 2024

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Part 1 - Application and Operation of this Agreement

1 Name of the Agreement

The Agreement shall be known as the *Regis Aged Care Pty Ltd In-home and Centre Based Services (Victoria) Enterprise Agreement 2024*.

2 Definitions

(a) In this Agreement, unless contrary intention appears:

- (i) **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- (ii) **AHPRA** means the Australian Health Practitioner Regulation Authority.
- (iii) **Agreement** *Regis Aged Care Pty Ltd In-home and Centre Based Services (Victoria) Enterprise Agreement 2024*.
- (iv) **Commencement Date** means the date this Agreement commences operation in accordance with clause 6(a).
- (v) **Comparable Alternative Employment** means an offer of employment for a position, which is on substantially similar but no less favourable terms and conditions than those which the Employee enjoyed immediately prior to the offer of employment and which recognises the Employee's continuity of service with the Employer.
- (vi) **Continuous service** has the meaning given to it by the Act.
- (vii) **Day Worker** means an Employee whose ordinary hours are worked between 6.00am and 8.00pm Monday to Sunday.
- (viii) **Employee(s)** means the employees employed by the Employer in Victoria who fall within the classifications set out in this Agreement.
- (ix) **Excluded Employee(s)** means Registered and Enrolled Nurses, Regional General Managers, General Managers, Office Managers, State Managers (however titled), Health Professionals, or any other state office employee or retirement village employee employed by the Employer in Victoria.
- (x) **Employer** means Regis Aged Care Pty Ltd ACN 125 223 645.
- (xi) **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:
 - (1) seeks to coerce or control the Employee; and
 - (2) causes the employee harm or to be fearful.
- (xii) **FWC** means Fair Work Commission, the statutory body established under the Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (xiii) **Immediate Family** means:

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- (1) the spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of an Employee; or
- (2) the child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of an Employee.
- (3) For the purposes of this term **de facto partner** of an Employee means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes).
- (xiv) **Jury Service Pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or Territory, other than an amount that is, or is in the nature of, an expense related allowance.
- (xv) **Long Service Leave Act** means the *Long Service Leave Act 2018 (Vic)* as amended from time to time.
- (xvi) **Registered Health Practitioner** means a registered and practising health practitioner (e.g. General Practitioner or other doctor), Dentist, Chiropractor, Clinical Psychologist Psychiatrist or Physiotherapist but does not include a Pharmacist.
- (xvii) **NES** means the National Employment Standards as set out in the Act.
- (xviii) **Ordinary Rate** means an Employee's ordinary hourly rate of pay set out in Appendix A to the Agreement as applicable to an Employee and as adjusted according to clause 9(b), but excludes overtime, penalty rates, allowances, shift allowances, incentives, bonuses and any other ancillary payments of a like nature.
- (xix) **Ordinary Pay** means the amount payable to an Employee for his or her ordinary hours of work (per period as applicable) paid at the Ordinary Rate.
- (xx) **Ordinary Time Earnings** has the meaning given to it by section 6(1) of the *Superannuation Guarantee (Administration) Act 1993 (Cth)* as amended from time to time.
- (xxi) **Redundancy** occurs where the Employer decides that it no longer wishes the job an Employee has been doing to be done by anyone (except where this is due to the ordinary and customary turnover of labour) and that decision leads to the termination of an Employee's employment (**Redundant** has a corresponding meaning).
- (xxii) **Redundancy Pay** means the redundancy pay set out in clause 36(b).
- (xxiii) **Remote Work** means the performance of work by an Employee at the direction of, or with the authorisation of, the Employer that is:
- (1) not part of their ordinary hours of work rostered in accordance with clause 20(e) (or, in the case of casual employees, not a designated shift); and
- (2) not additional hours worked by a part-time employee at the Ordinary Rate or overtime contiguous with a rostered shift; and

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- (3) not required to be performed at a designated workplace.
- (xxiv) **Shift Worker**, (excluding for the purposes of additional annual leave under the Agreement), means an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of a Day Worker.
- (xxv) **Superannuation Law** means any requirement under the Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993, Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994, Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation, regulations or ordinances that govern the imposition of the superannuation guarantee charge.
- (xxvi) **Union** means the Health Services Union of Australia Victoria No. 1 Branch, trading as the Health Workers Union (**HWU**) and the Australian Nursing and Midwifery Federation (ANMF).
- (xxvii) **Week's Pay** means what an Employee would expect to receive for working their ordinary hours of work per week, excluding:
- (1) loadings;
 - (2) monetary allowances;
 - (3) overtime or penalty rates; and
 - (4) other any separately identifiable amounts (**Weeks' Pay** has a corresponding meaning).
- (xxviii) **Modern Award** means the *Social, Community, Home Care and Disability Services Industry Award 2010* as amended, varied, or replaced from time to time.
- (b) Interpretation
- In this Agreement, headings are inserted for convenience only and do not affect the interpretation of this Agreement, and unless the context otherwise requires:
- (i) words importing the singular include the plural and vice versa;
 - (ii) words importing a gender include the other genders;
 - (iii) if words or phrases are defined, their other grammatical forms have a corresponding meaning;
 - (iv) 'including' and similar words or expressions are not words of limitation.

3 Coverage

- (a) This Agreement covers:
- (i) the Employer with regard to its in-home and centre-based services in the State of Victoria; and
 - (ii) the Employees (other than Excluded Employees) employed as at or after the date this Agreement comes into operation; and
 - (iii) subject to section 183 of the Act,
 - (1) the HWU;
 - (2) the ANMF

4 Scope

This Agreement constitutes the entire agreement between the Employer and the Employees in relation to collectively applicable terms of employment with the Employer.

5 Relationship to the NES

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

6 Term of Agreement

- (a) Commencement and Duration
 - (i) This Agreement will commence operating from seven days after it is approved by the FWC and will have a nominal expiry date of 1 March 2028 (NED).
 - (ii) The Agreement will continue to operate after its NED unless it is terminated or replaced.
 - (iii) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

7 Agreement flexibility

- (a) Terms of flexibility arrangement
 - (i) The Employer and an Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading;
 - (ii) The Employer may agree to a request, provided the Employee and the Employer genuinely agree to the arrangement, and the Employee is better off overall than if no individual flexibility arrangement were agreed to.
 - (iii) The Employer must ensure that the individual flexibility arrangement:
 - (1) is in writing; and

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- (2) includes the name of the Employer and Employee; and
 - (3) 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
 - (4) includes details of:
 - (5) the terms of this Agreement that will be varied by the arrangement; and
 - (6) how the arrangement will vary the effect of the terms; and
 - (7) 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
 - (8) states the day on which the arrangement commences.
 - (iv) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (v) The Employer or Employee may terminate the individual flexibility arrangement:
 - (1) by giving 28 days' written notice to the other party to the arrangement; or
 - (2) if the Employer and Employee agree in writing — at any time.
 - (vi) Subject to the written agreement of the relevant employee, the Employer must provide copies of all flexibility arrangements made under this Clause to the Union, upon request.
- (b) Compliance with the Act
- (i) The Employer will ensure that the terms of any individual flexibility arrangement entered into under this clause:
 - (1) are about matters that would be permitted matters under section 172 of the Act;
 - (2) are not unlawful terms under section 194 of the Act;
 - (3) result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made; and
 - (4) will be documented in such a manner as to allow inspection under section 482 of the Act.

Part 2 – The Employment Relationship

8 Employment status

(a) Types of employment

- (i) Employees may be employed in any one of the following capacities:
 - (1) Full time;
 - (2) Part time; or
 - (3) Casual.
- (ii) At the time of engagement, the Employer will inform each Employee in writing of the capacity in which they are employed.

(b) Full Time Employees

Full time Employees will be required to work 38 ordinary hours per week or an average of 38 hours per week pursuant to clause 14(a)(i).

(c) Part Time Employee

- (i) A part time Employee is an Employee who is employed and who works less than an average 76 hours in a fortnight and has reasonably predictable hours of work.
- (ii) Before commencing employment, the Employer and Employee shall agree in writing on:
 - (1) the number of hours of work which is guaranteed to be provided and paid to the Employee each fortnight (**the guaranteed hours**); and
 - (2) the days of the week the Employee will work and the starting and finishing times each day; or
 - (3) at the employee's election, and in the alternative to subclause (ii)(2) the days of the week and the periods in each of those days (including broken shift arrangements), when the Employee will be available to work the guaranteed hours (**the Employee's availability**).
- (iii) The agreement made pursuant to subclause (ii) 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.
- (iv) The Employer must not require a part-time Employee to work additional hours in excess of their guaranteed hours. However, an Employee may agree to work hours that are additional to their guaranteed hours.
- (v) Unless otherwise indicated or required by the context, the terms of this Agreement apply to part time Employees on a pro rata basis, in the same proportion as the Employee's contract hours bear to ordinary full-time hours.

(d) Casual Employees

- (i) The definition of a Casual Employee is set out at section 15A of the Act.
- (ii) Casual Employees will be paid for each ordinary 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.

- (iii) Where a casual Employee is engaged to work a shift that attracts a weekend or shift penalty, these penalties will be calculated on the Ordinary Rate (exclusive of casual loading) with the casual loading component then added to the penalty rate of pay. The penalty rate shall not be compounded by the casual loading.
- (iv) Casual Conversion
 - (1) A casual employee may have a pathway to permanent employment by way of written notification in accordance with the NES.
 - (2) 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.
 - (3) 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.
 - (4) 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.
 - (5) 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).

(e) Maximum/Fixed Term Contracts

- (i) Subject to applicable limitations and requirements set out in the Act, employees may be engaged in writing 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 an Employee is engaged pursuant to this clause and then re-engaged within 12 weeks of the fixed term employment ending, the Employee shall be deemed to have originally been employed under clauses 8(b) or (c).
- (iii) Maximum/Fixed term contracts will only to be used for genuine maximum term arrangements and it is not intended that they will be used to undermine the job security of permanent employees.

Part 3 – Wages and Related Matters

9 Remuneration

- (a) Rates of pay
- (i) Employees will be paid at the Ordinary Rates, per the prescribed dates of effect, set out in Appendix A to this Agreement, (as applicable to a particular Employee).
- (b) Wage increases
- (i) The Ordinary Rates, as increased, are as set out in Appendix A of this Agreement.
- (ii) 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.
- (c) Stage 3 Work Value Decision
- (i) 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 *Social, Community, Home Care and Disability Services Industry Award 2010* for the Stage 3 classifications (Stage 3 Decision).
- (ii) 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 Decision.
- (iii) Accordingly, the Employer will apply the applicable minimum rates under this Agreement for Stage 3 classifications 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 as follows:

Date FFPPOA	Increase
1 March 2025	3%
1 October 2025	ACWVC uplift
1 March 2026	3%
1 March 2027	3%

(d) Once-off lump sum payment

- (i) Full and part time employees subject to their calculated full-time equivalency (FTE), will receive a once-off lump sum payment as follows:

FTE	Lump Sum Payment (\$) (gross)
Greater than 75% FTE	2,750
Greater than 50% FTE and up to 75% FTE	2,500
25% FTE and up to 50% FTE	2,000
Less than 25% FTE	1,500

- (ii) Casual Employees, employed during the access period and who work at least one shift in the two weeks prior to the Commencement, will be entitled to the lump-sum payment in accordance with (iii).
- (iii) A Full time, Part time and Casual Employee's FTE for the purposes of this clause is calculated according to the Employee's paid ordinary hours in the period commencing 12 weeks prior to the Commencement Date and up to the Commencement Date (inclusive), divided by the equivalent full-time hours for the same period.
- (iv) The lump sum payment will be payable by the Employer to Employees within 28 days from the date of a majority vote of employees to approve the Agreement.
- (v) For avoidance of doubt, the lump sum payment amounts referred to in this clause are gross (pre-tax) figures subject to applicable taxation.

(e) Payment of Wages

- (i) Wages are to be paid fortnightly, by way of electronic funds transfer into the Employee's nominated bank or financial institution account.
- (ii) The Employer will not be in breach of its obligations, and will not be held liable, where the Employer's ability to comply with the requirements of subclause 9(e)(i) is prevented by reason of an event outside the control of the Employer, including delay caused by bank error or a public holiday.

(f) Progression through pay points

- (i) Progression through pay points of a classification, as set out in Appendix A to this Agreement, for which there is more than one pay point will be as follows:
- (1) incremental progression to the next pay point will occur 12 months from the date of the Employee's appointment to their existing pay point.

10 Allowances

(a) Uniforms

Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees.

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- (b) Laundry allowance
- (i) All Employees required by the Employer to wear a uniform are entitled to a laundry allowance at the rate set out at Appendix A.
 - (ii) The laundry allowance set out is not payable for any paid or unpaid absences of the Employee.
- (c) Availability allowance
- (i) An Employee who agrees to make themselves available outside their rostered ordinary hours, in readiness to work an additional ordinary shift at short notice, for a period of up to 4 hours (**Availability Period**), will be paid an availability allowance of **\$30**, for the Availability Period.
- (d) Broken shift allowance
- (i) An Employee required to work a broken shift with 1 unpaid break in accordance with clause 15(a)(i) will be paid an allowance of **\$20.12**, per broken shift.
 - (ii) An Employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause 15(a)(ii) will be paid an allowance of **\$26.63**, per broken shift.
- (e) First aid allowance
- (i) Full-time Employees will be paid a weekly first aid allowance of \$19.76 where:
 - (1) the Employee is required by the Employer to hold a current first aid certificate; and
 - (2) the Employee is required by the Employer to be, in a given week, responsible for the provision of first aid to Employees employed by the Employer.
 - (ii) The first aid allowance in subclause 10(e)(i) will apply to eligible part time and casual Employees on a pro rata basis.
- (f) Travel and mileage
- (i) Where an employee is required and authorised by the Employer to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of **\$0.99** per kilometre. Provided that:
 - (1) This allowance does not apply to travel prior to the commencement of work or after the cessation of work, nor does it apply to travel within the unpaid breaks (in addition to the unpaid meal break) for a broken shift.
 - (2) Notwithstanding 10(f)(i)(1), if the distance between the Employee's home and their first and last place of work is greater than 25 kilometres, then the Employees will be reimbursed at the rate of **\$0.99** cents per kilometre for every kilometre travelled in excess of 25 kilometres in each direction. The exception to this is:
 - (A) the Employee has been engaged for a total of 2 hours or more on the relevant client appointment.
 - (ii) Vehicle Interior Cleaning

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- (1) The Employer recognises that Employees should not be disadvantaged by having their personal vehicle soiled or made foul as the result of the involuntary actions of a client of the Employer, whilst transporting that client as part of a care plan activity.
 - (2) Where, as a result of a client's involuntary actions, primarily unintentional bodily functions, an Employee's vehicle is soiled or made foul the Employee is to file an incident report outlining the details.
 - (3) The Employer will arrange the cleaning of the Employee's vehicle to avoid the necessity of the Employee incurring costs upfront and having to seek reimbursement from the Employer via the provision of receipts.
 - (4) To avoid any doubt this clause is not intended to cover any panel damages, windscreen chips/cracks or any other damage beyond interior.
 - (iii) Travel Expenses
 - (1) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the Employer.
 - (2) Provided that the Employee will not be entitled to reimbursement for expenses referred to in clause 10(f)(iii)(1) which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.
 - (3) An Employee required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.
 - (g) The allowance rates set out at clauses 10(d), (e) and (f), be adjusted and paid at the applicable Modern Award rate, as amended from time to time.

11 Education, training and meetings

- (a) All Employees must attend or undertake mandatory training required by the Employer including e-learning modules.
- (b) All mandatory training (which includes required e-learning) must be undertaken by Employees at a time, or times, authorised by the Employer.
- (c) Attendance at mandatory training and/ or mandatory meetings will be paid at the Ordinary Rate, subject to the following:
 - (i) Where such training/ meeting 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;
 - (ii) Where operationally practicable, e-learning will be rostered/undertaken during the Employee's Ordinary Shift.

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- (iii) For on-site training undertaken outside of the Employee's ordinary rostered hours the Employee will be paid a minimum period of 2 hours. E-learning and mandatory meetings will be subject to a 1 hour minimum payment. 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;
 - (iv) Where mandatory training/ meetings are undertaken outside of the Employee's rostered ordinary hours
 - (1) the first 12 hours per year of such training will be paid in accordance with 11(c)(iii);
 - (2) any remaining training beyond 12 hours per year will be paid at the applicable overtime penalty rate.
 - (d) Attendance at other training courses maybe supported by the Employer in accordance with specific policy initiatives.

12 Superannuation

- (a) Compulsory superannuation contributions
 - (i) The Employer shall make superannuation contributions for the benefit of each Employee to a compliant superannuation fund nominated by an Employee in such amount as is required so as to avoid the Employer being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.
 - (ii) In the absence of a complying nomination in accordance with 10.1(a), or a stapled fund per Superannuation Law, contributions under clause 12(a)(i) 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.
- (b) Salary sacrifice of superannuation
 - (i) The Employer may make contributions to an Employee's nominated superannuation fund over and above any contributions required by clause 12(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.
 - (ii) Where an Employer makes contributions to the Employee's nominated superannuation fund on behalf of the relevant Employee in accordance with clause 12(b)(i), any contributions required by clause 12(a) shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under clause 12(b)(i).

Part 4 – Hours of Work and Rostering

13 Span of Hours

- (a) The ordinary hours of work for a Day Worker will be worked between 6.00 am and 8.00 pm Monday to Sunday.
- (b) A Shiftworker is an Employee who works shifts in accordance with clause 21(a) of this Agreement.

14 Ordinary hours of work

- (a) 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).
 - (ii) will not exceed 10 hours per shift 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).
- (b) Days Off in a Roster Cycle
 - (i) Employees, other than a casual Employee, will be free from ordinary duty for not less than two full days in each week, four full days in each fortnight or eight full days in each four-week period. Where practicable, days off will be consecutive.
- (c) Rest breaks between rostered work
 - (i) An Employee (other than a casual Employee) will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another. However, the Employer and an Employee may agree to a minimum break of eight hours.
 - (ii) Notwithstanding the provisions of subclause 14(c)(i), the break between:
 - (1) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (2) a shift commencing after the end of a shift contiguous with a sleepover may not be less than eight hours.
 - (iii) A casual Employee will be allowed a break of not less than 8 hours between the end of one shift or period of work and the start of another.
 - (iv) Notwithstanding clause 14(c)(i) to 14(c)(iii) if on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as applicable, they will be paid at the rate of 200% of the Ordinary Rate (or 250% on a public holiday) for all ordinary hours worked until released from duty for such period.
- (d) Minimum hours per shift
 - (i) The minimum number of ordinary hours per shift is two hours.

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- (ii) Where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, the minimum number of hours is set out at clause 11(c).

15 Broken Shifts

- (a) The broken shift arrangements are as follows:
 - (i) Broken shift with 1 unpaid break
 - (1) The Employer may roster the Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break). Where an Employee works a broken shift in accordance with this clause, the Employee will be entitled to payment of a broken shift allowance set out at clause 10(d)(i)
 - (ii) Broken with 2 unpaid breaks
 - (1) Subject to the arrangements set out at clause 8(c) for part-time employees, and otherwise as agreed by the Employer and an Employee, an Employee may be rostered to work broken shifts consisting of 3 periods of work with 2 unpaid breaks (other than meal breaks).
 - (2) Where an Employee works a broken shift in accordance with this clause, the Employee will be entitled to payment of a broken shift allowance set out at clause 10(d)(ii).
- (b) Each period of work in a broken shift, per clauses 15(a)(i) and 15(a)(ii) above, will be no less than 2 hours.
- (c) Payment for a broken shift will be at the Ordinary Rate with weekend, overtime and public holiday penalty rates to be paid in accordance with the respective clauses set out in Agreement.
- (d) The application of shift, weekend or public holiday penalties are only payable in respect of the periods of work in a broken shift that satisfy the definitions of afternoon, night, weekend or a public holiday in accordance with clauses 21 and 34 of the Agreement. Provided that the night shift penalty set out at clause 21(a)(i)(2) is not payable for work performed on a night shift that commences before 6.00am and is not contiguous with a sleepover portion.
- (e) The span of hours for a broken shift is up to 12 hours. All ordinary hours performed outside a span of 12 hours will be paid at 200% of the Ordinary Rate or, at the rate of 250% of the Ordinary Rate on a public holiday.
- (f) An Employee will receive a minimum break of 10 hours between broken shifts rostered on successive days – subject to clause 14(c) – Rest Breaks between rostered work.

16 Sleepovers

- (a) A sleepover means when the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not a 24 hour care shift pursuant to clause 17 or an excursion pursuant to clause 18 (**Sleepover**).

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- (b) Sleepovers will be rostered in accordance with clause 19. An Employee may refuse a sleepover in the circumstances where they have not been given 7 days' notice of such but only with reasonable cause.
 - (c) The span for a Sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
 - (d) The Employee will be entitled to a sleepover allowance of **\$110** for each night on which they sleep over. The sleepover allowance incorporates payment for one interruption to attend work of up to 30 minutes in the sleepover period.
 - (e) In the event of the Employee on Sleepover being required to perform work during the Sleepover period, in addition to the allowable period referred at subclause 16(d), the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one additional hour worked. Where such additional work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work. For clarity, the performance of work attracting the overtime payment during a Sleepover period does not trigger the rest period obligations set out at clause 20(d) of the Agreement.
 - (f) The Employer may roster an Employee to perform work immediately before and/or immediately after the Sleepover period, but must roster the Employee or pay the Employee for at least four hours' work – which may be made up of hours immediately before and/ or after the sleepover period and such work need not be in relation to the sleepover client. The payment prescribed by subclause (d) will be in addition to the minimum payment prescribed by this subclause.
 - (g) The Employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period, but must roster the Employee or pay the Employee for at least four hours' work for these periods of work.
 - (h) The dispute resolution procedure in clause 38 of this Agreement applies to the sleepover provisions.

17 24 hour care

- (a) A 24-hour care shift requires an Employee to be available for duty in a designated client location for a 24-hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period. Subject to prior approval from the Employer, an Employee may undertake care hours in excess of eight during such period and will be paid at the overtime penalty rate of 150% of the Ordinary Rate for the first two hours and 200% of the Ordinary Rate thereafter. For clarity, the performance of work attracting the overtime payment during a 24-hour care period does not trigger the rest period obligations set out at clause 20(d) of the Agreement.
- (b) The Employee will be afforded the opportunity to sleep during a 24-hour care shift, in a separate room and the use of appropriate facilities and free board and lodging for each night the Employee sleeps over.
- (c) The Employee engaged will be paid eight hours work at:

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- (i) 155% of their appropriate rate for each 24 hour period – for part-time and full-time Employees.
 - (ii) Casual employees shall be paid the 25% casual loading in addition to the penalty rate set out clause 17(c)(i). For the avoidance of doubt, the rate per (i) or (ii) will be in substitution for and not cumulative upon the weekend, shift, public holiday and overtime penalties in this Agreement.
 - (d) For clarity, clause 14(c)- Rest breaks between rostered work, applies with regard to 24 hour care shifts.
 - (e) An employer may only require an employee to work a 24-hour care shift by agreement.

18 Excursions

- (a) Where an Employee who is not a shift worker agrees to supervise clients in excursion activities involving overnight stays away from home, the following provisions shall apply:-
 - (i) payment at ordinary rates of pay for time worked between the hours of 8am and 6pm Monday to Sunday up to a maximum of 10 hours per day.
 - (ii) payment of overtime in accordance with Clause 20 – Overtime for all other hours.
- (b) Where an employee who is a shift worker agrees to supervise clients in excursion activities involving overnight stays away from home, the provisions of Clause 21 – Shift and Weekend Work, and Clause 20– Overtime shall apply.
- (c) Payment for a sleepover will be in accordance with the provisions of Clause 16 – Sleepover.
- (d) Weekend excursions
- (e) In addition to the above arrangements set out at subclauses (a) to (b) above, where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.
- (f) Casual employees will be paid casual loading in accordance with the remaining terms of this Agreement.

19 Rosters

- (a) The Employer shall provide a roster 14 days before the commencement of the roster period. The roster will set out the Employee's daily ordinary working hours including commencing and finishing times.
- (b) Rostering arrangements and subsequent changes to rosters may be communicated by direct contact or electronic means.
- (c) Change in Roster
 - (i) Once published, the Employer may change the roster at any time:
 - (1) at the Employee's request or by mutual agreement with the Employee;
 - or

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- (2) subject to the Employee's availability and to enable the functions of the Employer to be carried out where:
 - (A) another Employee is absent from work due personal/ carer's leave, compassionate leave, family and domestic violence leave, or
 - (B) in an emergency.
 - (ii) In circumstances outside those set out at clause (c)(i), where the Employer requires a change of roster, 7 days' notice of the change will be given by the Employer to the Employee.
 - (d) Client Cancellation (Part-time and full-time Employees only)
 - (i) Where a client cancels a scheduled service, with notice occurring after 5.00pm on the day prior to the scheduled service and for reasons other than those outlined in subclause (d)(iii), permanent Employees shall be entitled to receive payment for the period of the scheduled service.
 - (ii) The Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients, provided that in the case of a part-time Employee, such make-up time will be scheduled within the Employee's availability.
 - (iii) Where the Employer is unable to meet the guaranteed minimum number of contracted hours of a permanent Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed:
 - (1) work shall be re-allocated from casual Employees to the permanent Employee; or hours shall be reallocated from another Employee who is working hours additional to their guaranteed minimum number of hours; or
 - (2) the Employee and Employer may agree as to a period of authorised paid or unpaid leave.

20 Overtime

- (a) Overtime hours
 - (i) The Employer may request that an Employee work reasonable additional hours to their ordinary hours of work (**Overtime**).
 - (ii) For the purposes of this Agreement, Overtime means work that is performed:
 - (1) by a Full-Time Employee, in excess of the Employee's rostered ordinary hours of work on any one shift or day;
 - (2) by a Part-Time or Casual Employee, in excess of 76 hours in a fortnight or 10 hours on any one shift or day;
 - (3) by a Day Worker, outside the span of ordinary hours specified in clause 13(a).

(b) Calculation of Overtime

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

- (1) Overtime worked by a full-time or part time Employee on:

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

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

Monday to Saturday	will be paid at the 175% of the Ordinary Rate for the first 2 hours and the 225% of the Ordinary Rate thereafter
Sunday	will be paid at the 225% of the Ordinary Rate
Public Holiday	will be paid at the 275% of the Ordinary Rate

- (iii) Overtime rates in this clause are in substitution for and not cumulative upon shift and weekend penalties prescribed in clause 21 of this Agreement.

(c) Authorisation to work Overtime

Employees will not be paid for Overtime unless the Overtime the Employee works was authorised by the Employer prior to the Employee working the Overtime.

(d) Rest period after Overtime

- (i) An Employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (ii) If on the instructions of the Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of 200% of the Ordinary Rate until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(e) Remote Work

- (i) This clause applies where the Employee performs Remote Work.

(ii) Minimum Payments for Remote Work

- (1) Where an Employee performs Remote Work, they will be paid for the time spent performing Remote Work, with the following minimum payments applying:

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- (A) where the Employee is on call between 6.00am and 10.00pm – a minimum payment of 15 minutes' pay;
 - (B) where the Employee is on call between 10.00pm and 6.00am – a minimum payment of 30 minutes' pay;
 - (C) where the Employee is not on call - a minimum payment of one hour's pay;
 - (D) where the Remote Work involves participating in staff meetings or staff training remotely - a minimum payment of one hour's pay.
- (2) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
 - (3) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- (iii) Rates of pay for remote work
- (1) Remote work will be paid at the employee's minimum hourly rate unless one of the following exceptions applies:
 - (A) Remote work performed outside the span of 6am-8pm will be paid at the rate of 150% of the Ordinary Rate for the first two hours and 200% of the Ordinary Rate thereafter or, in the case of casual employees, at 175% of the Ordinary Rate for the first two hours and 225% of the Ordinary Rate thereafter;
 - (B) Remote work performed in excess of 38 hours per week or 76 hours per fortnight will be paid at the applicable overtime rate prescribed in clause 20.
 - (C) Remote work performed in excess of 10 hours per day will be paid at the rate of 150% of the Ordinary Rate for the first two hours and 200% of the Ordinary Rate thereafter or in the case of casual employees, 175% of the Ordinary Rate for the first 2 hours and 225% of the Ordinary Rate thereafter;
 - (D) Remote work performed on a Saturday will be paid at the rate of 150% of the Ordinary Rate or, in the case of casual employees, 175% of the Ordinary Rate;
 - (E) Remote work performed on a Sunday, it will be paid at the rate of 200% of the Ordinary Rate or, in the case of casual employees, 225% of the Ordinary Rate;
 - (F) Remote work performed on a public holiday will be paid at the rate of 250% of the Ordinary Rate or, in the case of casual employees, 275% of the Ordinary Rate.

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- (2) The rates of pay in this clause above are in substitution for and not cumulative upon the penalty rates prescribed for weekends, overtime, shift work and public holidays.
- (iv) Other requirements
- (1) An employee who performs remote work must maintain and provide to the Employer a time record specifying the time at which they commenced and concluded performing any Remote Work and a description of the work that was undertaken. Such records must be provided to the Employer within a reasonable period of time after the remote work is performed.
- (2) Where Remote Work is performed:
- (A) Minimum engagement does not apply;
- (B) It will not count as work or overtime for the purposes of:
- rostered days off,
 - rest breaks between rostered work;
 - rest period after overtime; and
 - rest break during overtime.
- (3) When calculating overtime payments each day or shift will stand alone.

21 Penalty rates

(a) Shift penalties

- (i) In addition to the Ordinary Rate for a shift, where an Employee's ordinary shift:
- (1) finishes after 8.00 pm and at or before 12 midnight Monday to Friday (**Afternoon Shift**) the Employee will be paid a penalty of 12.5% of the Ordinary Rate for each hour or part thereof of the rostered shift.
- (2) which finishes after 12 midnight or commences before 6.00 am Monday to Friday (**Night Shift**), the Employee will be paid a penalty of 20% of the Ordinary Rate for each hour or part thereof of the rostered shift.
- (ii) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepovers, except where broken in accordance with clause 15.
- (iii) A casual Employee will be paid the above shift penalties calculated on the Ordinary Rate (excluding the casual loading) with the casual loading then added to the penalty rate of pay.
- (iv) Shift Penalties prescribed in this clause will not apply to ordinary hours performed by an Employee on a Saturday, Sunday or Public Holiday.

(b) Weekend penalties

- (i) All ordinary hours worked between midnight Friday and midnight Saturday will be paid at the 150% of the Ordinary Rate.
- (ii) All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the 200% of the Ordinary Rate.

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- (iii) A casual Employee (in lieu of the rates set out above at subclauses (i) and (ii) and the casual loading) will be paid for all ordinary hours worked between:
 - (1) midnight Friday and midnight Saturday at the 175% of the Ordinary Rate;
 - (2) midnight Saturday and midnight Sunday at the 225% of the Ordinary Rate.

22 Meal breaks and rest pauses

(a) Meal Breaks

- (i) Where an Employee is rostered to work at least five hours on a single shift, the Employee will be entitled to an unpaid meal break of at least 30 minutes, to be taken as rostered or at a mutually agreed time after commencing work. Provided that, by agreement with an Employee, the Employee who works shifts of six hours or less may forfeit the meal break.
- (ii) Where an Employee is required by the Employer to work during a meal break and continuously thereafter, excepting the circumstances set out at subclause (iii), they will be paid overtime for all time worked during the meal break until the meal break is taken or the Employee is released from duty, whichever occurs first.
- (iii) Where an Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the Ordinary Rate, and clause (a)(ii) does not apply. This paid meal period is to be counted as time worked.

(b) Meals Provided

- (i) Where an Employee is required to work more than one hour of overtime after their rostered finishing time, the Employer will pay the Employee an allowance as set out in Appendix A, provided that where such overtime work exceeds four hours the further meal allowance set out in Appendix A will be paid.

(c) Rest Pauses

- (i) Employees will be entitled to a rest pause of 10 minutes duration within each period of four ordinary hours of work.
- (ii) Rest pauses are to be taken at a time agreed between the Employer and the Employee.
- (iii) Rest pauses will be counted as time worked.

Part 5 – Leave and Public holidays

23 Annual leave

(a) Entitlement to annual leave

- (i) Employees (excluding casual Employees) are entitled to five (5) weeks paid annual leave for each year of service with the Employer. This entitlement includes the additional week of annual leave for a shift worker (as defined) under the NES.

Note: For clarity, both a day worker and shift worker are entitled to 5 weeks annual leave for each year of service with the Employer.

- (ii) A shiftworker for the purposes of the NES and this clause is an Employee who:

- (1) works for more than four ordinary hours on 10 or more weekends; or
(2) works at least eight 24-hour care shifts in accordance with clause 17;
during the yearly period in respect of which their annual leave accrues.

(b) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(c) Payment for annual leave

- (i) Employees will be paid their Ordinary Rate during a period of annual leave.
(ii) 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.
(iii) Shift workers, in addition to their Ordinary Pay, will be paid the higher of:
(1) 17.5% of their Ordinary Pay; or
(2) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
(iv) 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.

(d) Accruing and taking annual leave

- (i) Annual leave accrues and is credited in accordance with the Act according to an Employee's ordinary hours of work. Annual leave is cumulative.
(ii) Subject to clause 23(e), annual leave is to 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.
(iii) 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.

(e) Direction to take annual leave

- (i) Notwithstanding the provisions of subclause 23(d), 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:

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- (1) 8 weeks paid annual leave, (10 weeks in the case of shift workers as defined in this clause);
- such Employee has accrued excessive annual leave (**Excessive Leave**).
- (ii) Prior to the Employer issuing a direction for an Employee to take a period of annual leave in accordance with subclause (i), where an Employee has accrued Excessive Leave, the Employer will engage in discussions with the Employee to schedule leave within an agreed upon time.
- (iii) If an agreement cannot be reached in accordance with subclause (ii), 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:
- (1) 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 which includes for example saving leave for an extended holiday within 12 months of the date of agreement;
- (2) relate to a minimum period of leave of one week;
- (3) provide at least 8 weeks' notice; and
- (4) ensure the Employee maintains at least 4 weeks' annual leave.
- (f) Shut-down or partial shut-down periods
- (i) It is noted that the last week of December and the first two weeks of January, together with the Easter period, are times of less activity for the Employer. This reduction in activity gives rise to the shut-down or partial shut-down of certain areas and services at the relevant times (including a shut-down of centre-based activities over the Christmas and New Year period).
- (ii) Management will consult with affected staff a minimum of 6 weeks beforehand concerning changes to rosters and deployment options (as set out at subclause (iii)) or the use of leave, over the period(s) set out at (i) above, noting that the shut-down or partial shutdown period approximately 1.5 weeks.
- (iii) Where there are no deployment options, management reserves the right to direct employees to utilise up to 1.5 weeks of accrued leave entitlement over the period(s) set out at (i) of this clause, provided that such direction is reasonable.
- (iv) Where an Employee does not have sufficient accrued annual leave for these period(s), Employees may elect to take other accrued leave (ie: long service leave) or leave without pay for all or part of the shut-down period(s).
- (v) Notwithstanding the provisions:
- (1) at subclause (f), the provisions set out for annual leave during close down periods provision will apply; and
- (2) above, where the Employer shuts down the part of the business in which the Employee works, arising from circumstances beyond the Employer's control, including but not limited to Government health directives or other state of emergency directives, an Employee must take annual leave if

they are directed to do so by the Employer, upon the Employer giving one weeks' notice of such to the Employee(s). If the Employee does not have sufficient annual leave accrued to cover the shut-down period, he/she may be required to take unpaid leave.

(g) Cashing out of annual leave

(i) An Employee may cash out a period of annual leave provided that:

- (1) The Employer and Employee will enter into a separate written agreement for each cashing out of a particular amount of annual leave, subject to the following:
- (2) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will pay the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable.

(h) Payment of annual leave on termination of employment

Any accrued but untaken annual leave will be paid out on termination of employment in accordance with the Employee's Ordinary Rate. Employees will also be paid annual leave loading of 17.5% on accrued but untaken annual leave (or in the case of employees defined as shift workers in subclause (b) the amount they would have been paid had they taken that leave calculated in accordance with section 23(d)).

24 Personal leave

(a) Paid sick leave and carer's leave

(i) Permanent Employees are entitled to paid personal/ carer's leave at the Ordinary Rate:

- (1) in the event of their illness or injury (sick leave); or
- (2) to provide care or support (carer's leave) to a member of the Employee's Immediate Family or member of the Employee's household in the event of:
 - (A) an illness or injury of the member; or
 - (B) in case of an unexpected emergency affecting the member.

(ii) Casual Employees are not entitled to paid personal/carers' leave.

(b) Amount of personal leave

(i) Full time Employees are entitled to:

- (1) 10 days' paid personal leave for each year of service with the Employer in the first three years of service;
- (2) 12 days' paid personal leave for each year of service with the Employer in the fourth and fifth years of service;

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- (3) 14 days' paid personal leave for each year of service with the Employer in the sixth year of service;
 - (4) 15 days' paid personal leave for each year of service with the Employer in the seventh year of service and thereafter;
 - (ii) Part time Employees are entitled to paid personal leave calculated as a pro rata amount of the full-time entitlement to paid personal leave set out at (b)(i) for each year of service with the Employer
 - (c) Accrual of personal leave

Paid personal leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
 - (d) Unpaid carer's leave
 - (i) All Employees, including casual Employees, are entitled to two days' unpaid carer's leave per occasion in the event an Immediate Family member or member of the Employee's household requires care or support because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.
 - (ii) The two days' unpaid carer's leave do not need to be taken consecutively.
 - (iii) Permanent Employees are only entitled to unpaid carer's leave if they have exhausted their accrued paid personal leave entitlements.
 - (e) Notification and evidence requirements
 - (i) 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 (a), 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.
 - (ii) 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:
 - (1) is 2 or more consecutive days;
 - (2) abuts a public holiday or annual leave.
 - (iii) Subject to compliance with clause (e)(ii):
 - (1) 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;
 - (2) 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.

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- (iv) 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.

25 Compassionate leave

- (a) Employees are entitled to up to five days compassionate leave (whether taken together or separately) for each occasion when:
 - (i) a member of the Employee's Immediate Family or a member of the Employee's household:
 - (1) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (2) sustains a personal injury that poses a serious threat to his or her life; or
 - (3) dies.
 - (ii) A child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- (b) 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.
- (c) 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.
- (d) Permanent Employees are entitled to be paid for compassionate leave taken under clause 25(a) at the Ordinary Rate. For Casual Employees the entitlement to compassionate leave is unpaid leave.
- (e) An Employee may make application for additional unpaid compassionate leave.

26 Parental leave

- (a) Parental Leave Entitlement
 - (i) 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**).
 - (ii) Primary Carer's Leave (arrangements) for Eligible Employees:
 - (1) Primary Carer Leave is the unpaid leave set out in the NES associated with:
 - (A) The birth of a child of the Employee or the Employee's spouse or de facto partner (**Birth Related Leave**); or
 - (B) The placement of a child with the Employee for adoption (**Adoption Leave**).

- (iii) Secondary Carer's Leave (arrangements) for Eligible Employees:
- (1) Secondary Carer 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.
- (iv) 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*.
- (v) Eligible Employees (excluding casual Employees) are entitled to paid leave at the Ordinary rate as follows.

Birth Related or Adoption Leave (Primary Carer)	(1) a lump sum of 6 weeks' pay in advance at the commencement of the Primary Carer's Leave; OR (2) continuation of their Ordinary fortnightly pay for the first 6 weeks of the Primary Carer's Leave; OR (3) fortnightly pay at 50% of normal pay for the first 12 weeks of the Primary Carer's Leave.
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(b) Additional Parental Leave Arrangements

- (i) Superannuation during paid parental leave
- The Employer will make superannuation contributions, at the minimum rate and in accordance with Superannuation Law, for the period of the paid leave set out at clause 26(a)(ii)(1) and 26(a)(iii)(1).
- (ii) Birth Related Leave may commence up to 9 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 Act.
- (iii) An Eligible Employee may, in conjunction with periods of paid Primary Carer's Leave access any accrued annual leave or long service leave entitlements which they have accrued – subject to the total amount of leave not exceeding 24 months in the case of Primary Carer's Leave.
- (iv) Where an Employee has satisfied the necessary service requirements in accordance with clause 26(a)(i) and is an Eligible Employee, the Employee is not required to complete a further period of 12 months of continuous service

immediately before taking (and being eligible for) a second or subsequent period of paid Primary Carer's Leave, unless:

- (1) there has been a break in service - where the Employee has been re-employed or re-appointed after a resignation, medical retirement or after the Employee's services have been otherwise terminated; or
- (2) the Employee has taken a period of leave without pay of more than 52 weeks. In this context, leave without pay does not include personal (sick) leave without pay, Primary Carer Leave without pay, or leave without pay associated with an illness or injury compensable under workers compensation legislation.

27 Long service leave

(a) Entitlement to long service leave

Employees will be provided with long service leave in accordance with the *Long Service Leave Act 2018* (Vic), as amended, (the **LSL Act**).

(b) Long service leave grand-parented arrangements

- (i) For Employees employed as at and before this Agreement came into operation, the entitlement to long service leave is as follows:

- (1) An Employee shall have the following entitlement to long service leave:

- (A) 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.

- (B) 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 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1).

- (C) In the case of an Employee who has completed at least seven years service, but less than fifteen years service, such amount of long service leave as equals 1/30th the period of service.

- (2) Service entitling to leave

- (A) Subject to this subclause service shall also include all periods during which an Employee was serving in His Majesty's Forces or was made available by the Employer for National Duty.

- (B) Where a business is transferred from one Employer (the **old Employer**) to another Employer (the **new Employer**) an Employee who worked with the old Employer and who continues in the service of the new Employer shall be entitled to count their service with the old Employer as service with the new Employer for the purposes of this clause.

- (C) For the purposes of this Clause service shall be deemed to be continuous notwithstanding the following:

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- (D) the taking of any annual leave or long service leave; or other paid leave approved in writing by the Employer and not covered by subclause (B) to (D).
 - (E) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
 - (F) any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (G) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the Accident Pay clause of this Agreement.
 - (H) Any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (I) Any interruption arising directly or indirectly from an industrial dispute;
 - (J) The dismissal of an Employee, but only if the Employee is re-employed within a period not exceeding two months after the dismissal;
 - (K) any absence from work of an Employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
 - (L) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
 - (M) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by (D) of this subclause.
 - (N) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in (A) to (E) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (F) to (10) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
 - (O) The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.
- (3) Payment in lieu of long service leave on the death of an Employee
- (A) Where an Employee who has completed at least the service period set out at clause (b)(i)(1) who dies while still in the employment of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay the Employee would have

been entitled had they taken the leave in accordance with clause clause (b)(i)(1).

(4) Payment for period of leave

- (A) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
- (B) in full in advance when the Employee commences their leave; or
- (C) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
- (D) in any other way agreed between the Employer and the Employee.
- (E) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an Employee pursuant to (b)(i)(1) hereof the Employee shall subject to the provisions of (b)(i)(1) be entitled to pay in respect of such leave as at the date of termination of employment.
- (F) Where any long service leave accrues to an Employee pursuant (a)(i) hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (G) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(5) Taking of leave

- (A) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed or in default of agreement as is determined by FWC; provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (B) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- (C) Leave may be taken in such periods as are mutually agree between the Employer and an Employee, provided no period of leave will be less than one week (unless it is to supplement income in accordance with a written transition to retirement arrangement). No application for leave will be unreasonably refused.

(6) Leave allowed before due date

- (A) An Employer may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before

the Employee has completed ten years' service or as otherwise specified in sub-clause (b)(i)(1)(C). Such a request for taking of leave before the due date shall not be unreasonably refused, taking into account operational requirements and already scheduled leave.

(7) Definitions

(A) For the purposes of this Clause the following definitions apply:

(B) "Pay" means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix 1 hereof 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 Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

(C) "Month" shall mean a calendar month.

28 Professional development leave

- (i) Full-time Employees will be entitled to take up to five days paid professional development leave per annum (pro rata for Part time Employees) at the Ordinary Rate, for the purposes of continuing their education in the aged care field. This entitlement is subject to approval by the relevant manager based on work requirements.
- (ii) The entitlement to professional development leave is non-cumulative.

29 Jury service leave

(a) Entitlement to paid jury service leave

- (i) Permanent Employees may be entitled to paid jury service leave.
- (ii) Employees must inform the Employer as soon as practicable if they are selected for jury service, together with the expected length of their absence.
- (iii) An Employee who has given notice of an absence under clause 29(a)(ii) must, if required by the Employer, give the Employer evidence that the absence is because the Employee has been or will be engaging in jury service.
- (iv) If required by the Employer, an Employee who has given notice of an absence under clause 29(a)(ii) must provide the Employer with reasonable evidence of the steps the Employee has taken to obtain any amount of Jury Service Pay to which the Employee is entitled and the total amount of Jury Service Pay that has been paid, or is payable, to the Employee for the period of jury service.
- (v) Upon production of appropriate evidence, the Employer will pay the Employee the difference between the Employee's Ordinary Rate and the amount of Jury Service Pay the Employee receives.
- (vi) An Employee will only be entitled to payment under this clause for the first 10 days of their absence on jury service, subject to any more favourable entitlement under applicable State or federal legislation.

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- (vii) If an 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.

(b) Entitlement to unpaid jury service leave

Casual Employees are entitled to unpaid jury service leave in accordance with the Act.

30 Community service leave

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

31 Blood donors leave

- (a) Full time Employees are entitled to request paid leave at the Ordinary Rate to donate blood on a maximum of two occasions per year at a nominated time at a blood donor collection centre located nearest to the facility at which the Employee primarily works.
- (b) An Employee must, if requested, provide to the Employer evidence that the Employee's absence from work is because the Employee will be donating, or donated, blood at a blood collection unit or blood donor collection centre of the type specified in clause 31(a).

32 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 ten working days unpaid leave in any one year, with the approval of the Employer.

33 Family and Domestic Violence Leave

- (a) This clause applies to all Employees, including casuals.
- (b) For the purpose of this clause, family and domestic violence is defined at clause 2 and 'full rate of pay' has the meaning set out in the Act.
- (c) Entitlement to leave
 - (i) An Employee is entitled to 20 days' paid leave to deal with family and domestic violence, as follows:
 - (1) 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;
 - (2) 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:
 - (A) 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;

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- (B) may take a period of family and domestic violence leave in accordance with clause 33(c) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (3) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (4) the leave does not accumulate from year to year;
- (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
 - (iii) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- (d) Taking leave to deal with family and domestic violence
- (i) An Employee may take leave to deal with family and domestic violence if:
 - (1) the Employee is experiencing family and domestic violence; and
 - (2) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (3) it is impractical for the Employee to do that thing outside their work hours.
 - (4) 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.
- (e) Service and continuity
- (i) The time an Employee is on leave to deal with family and domestic violence, which is:
 - (1) paid leave – does count as service for all purposes
 - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (f) Notice and evidence requirements
- (i) Notice
 - (1) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
 - (A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (B) must advise the Employer of the period, or expected period, of the leave.
- (g) Evidence
- (i) 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 33(b).

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- (ii) 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.
 - (h) Confidentiality
 - (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 28(f), is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in clause 33(h)(i) 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.
 - (i) Compliance

An Employee is not entitled to take leave under clause 33 unless the Employee complies with clause 33.

34 Public holidays

- (a) Public holidays observed
 - (i) The following days are public holidays:
 - (1) New Year's Day;
 - (2) Australia Day;
 - (3) Labour Day;
 - (4) Good Friday;
 - (5) Easter Saturday;
 - (6) Easter Sunday;
 - (7) Easter Monday;
 - (8) Anzac Day;
 - (9) King's Birthday;
 - (10) Friday before AFL Grand Final;
 - (11) Melbourne Cup;
 - (12) Christmas Day;
 - (13) Boxing Day;
 - (14) Any other day declared by or under a law of Victoria 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.
 - (ii) The following substitute holidays apply:
 - (1) If Boxing Day falls on a Saturday or Sunday, 28 December will be observed as a holiday instead.

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- (2) If New Years' Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed as a holiday instead.
 - (iii) An Employee is entitled to be absent from their employment on a day or part day that is a public holiday in the place where the Employee is based for work purposes. However, the Employer may reasonably request an Employee work a public holiday.
 - (b) Payment for working public holidays
 - (i) Where an Employee is required to work on a public holiday they will be paid at the rate of double time and a half the Employee's Ordinary Rate for such time worked.
 - (ii) For the avoidance of doubt, where a substitute holiday applies, Employees required to work on a day which is not the gazetted public holiday will be paid at the ordinary applicable rate of pay.
 - (c) Payment for public holidays not worked
 - (i) A full-time or part-time Employee who would be ordinarily rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid at the Ordinary Rate for the ordinary hours which would otherwise have been worked on that day.

Part 6 – Ending Employment

35 Termination of employment

(a) Termination on notice

- (i) The Employer may terminate the employment of an Employee and an Employee may resign from their employment by giving notice. The amount of notice required to be given by the Employer and the Employee is based upon the Employee's period of continuous service in accordance with the following. Notice of termination must be in writing.

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) The notice of termination required to be given by an Employee is two weeks.
- (iii) In addition to the notice in clause 35(a)(i) Employees over 45 years old who have completed at least 2 years' continuous service with the Employer at the end of the day the notice is given shall be entitled to an additional week's notice.

(b) Options and obligations during notice period

- (i) The Employer at its sole discretion may elect to do any combination of the following with regard to notice given under clause 35(a):
- (ii) make a payment in lieu of notice (or any part of the notice period); or
- (iii) require the Employee to undertake such reasonable alternative duties and responsibilities as may be required by the Employer, including undertaking no duties, during all or part of the notice period.
- (iv) In calculating any payment in lieu of notice, the Employer will pay the Employee the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (1) the ordinary working hours to be worked by the Employee; and
 - (2) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
 - (3) any other amounts payable under the Employee's employment contract.

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- (v) If an Employee is working out a notice period (or any part of it), they must continue to comply with their obligations under this Agreement and their contract of employment.
- (c) Termination without notice
- Notwithstanding the above, the Employer reserves the right to dismiss an Employee summarily in the event of serious misconduct or for any other reason that enables summary dismissal at law.
- (d) Withholding money due on termination of employment
- (i) On termination of employment and subject to the Employee's authorisation, the Employer may withhold wages due to an Employee in the following circumstances:
- (1) If the Employee fails to give the amount of notice required, the Employer may withhold from wages an amount equivalent to the amount the Employee would have been paid by the Employer had he/she worked out the required notice period, less any period of notice actually given by the Employee, provided this is not to be more than the equivalent of one week's wages.
- (2) If the Employee has taken annual leave in advance of its accrual and has not accrued that amount of annual leave.

36 Redundancy

- (a) Termination for Redundancy
- (i) Subject to this clause 36, where a Permanent Employee's employment is terminated by the Employer by reason of Redundancy, the Employee will be paid Redundancy Pay.
- (ii) For the avoidance of doubt, an Employee is not entitled to Redundancy Pay if clauses 36(c) or 36(d) apply.
- (b) Redundancy Pay
- (i) Where an Employee is made Redundant, the Employee is entitled to Redundancy Pay in respect of their period of continuous service with the Employer:
- (1) notice or payment in lieu of notice in accordance with clause 35; and
- (2) a severance payment as follows:

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

Period of Continuous Service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay

6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

(c) Alternative employment

- (i) In the event an Employee is made Redundant, the Employer may find the Employee Comparable Alternative Employment.
- (ii) In the event the Employer finds, and the Employee is offered, Comparable Alternative Employment, the Employee is not entitled to Redundancy Pay per subclause 36(b), irrespective of whether the Employee accepts the Comparable Alternative Employment. The Employee may otherwise have an entitlement to a severance payment, subject to sections 119 and 120 of the Act.

(d) Transfer of business

- (i) An Employee is not entitled to Redundancy Pay in relation to the termination of their employment by the Employer where:
 - (1) 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
 - (2) the Employee rejects an offer of employment with the new employer that:
 - (A) is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and
 - (B) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; and
 - (C) 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.

(e) Transfer to lower paid duties

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

(f) Employee leaving during notice period

An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 35(a) - Notice of Termination. In this circumstance the Employee will be entitled to receive the benefits

and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

(g) Employees exempted

(i) This clause 36 does not apply to:

- (1) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (2) probationary Employees;
- (3) Employees engaged for a specific period of time or for a specified task or tasks; or
- (4) Casual Employees.
- (5) Employees (other than apprentices) to whom a training arrangement applies and whose employment is for a specified period of time or is limited to the duration of the training arrangement.

Part 7 – Consultation and Dispute Resolution

37 Consultation

- (a) This term applies if the Employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- (b) Major change
 - (1) For a major change referred to in (a)(i):
 - (2) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (3) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term. A representative may include the ANMF and/ or the HWU.
- (d) If:
 - (1) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (2) the Employee or employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
 - (1) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (2) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

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- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in (b)(2) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- Change to regular roster or ordinary hours of work
- (j) For a change referred to in (a)(ii):
- (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant Employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this term:
- "relevant Employees"* means the Employees who may be affected by a change referred to in (a).

38 Dispute resolution

(a) Resolution of disputes

- (i) This clause 38 sets out the procedures to settle a dispute which relates to:
 - (1) a matter arising under this Agreement; or
 - (2) the NES.
- (ii) The Employer or Employee may appoint another person, organisation or association to represent them for the purposes of this clause.

(b) Obligations

- (i) 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 38 and must cooperate to ensure that these processes are carried out expeditiously.
 - (1) While the dispute resolution procedure is being conducted work will continue in accordance with this Agreement and the Act, until the dispute is resolved.
 - (2) The requirement specified in clause 38(b)(i)(1) does not apply where an Employee:
 - (A) has a reasonable concern about an imminent risk to their health or safety;
 - (B) has advised the Employer of the concern; and
 - (C) 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).

(c) Dispute resolution process

- (i) In the first instance, the parties to a dispute must try to resolve the dispute at the workplace level, including by discussions between the Employee and their supervisor.
- (ii) If the matter remains unresolved following discussions under clause 38(c)(i), the matter will be referred to more senior levels of management as appropriate, to be resolved.
- (iii) 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 Chief People Officer (however titled) for resolution.
- (iv) If after the matter has been referred to the Chief People Officer (however titled) 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.
- (v) Subject to any agreement between the parties to the dispute in relation to a particular dispute and the provisions of this clause 38, 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.

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- (vi) If the matter is determined by arbitration, the parties agree that the decision made by the FWC is final and binding on both parties. 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.

39 Delegate Rights

- (a) This clause 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.

- (b) In this clause :

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

- (c) 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.

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

- (e) **Right of representation**

- (i) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (1) consultation about major workplace change, subject to and in accordance with the provisions of clause 37 of this Agreement;
- (2) consultation about changes to rosters or hours of work, subject to and in accordance with the provisions of clause 37 of this Agreement;
- (3) resolution of disputes, subject to and in accordance with the provisions of clause 38 of this Agreement;
- (4) disciplinary processes, in accordance with the Employer's procedure;
- (5) 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
- (6) 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.

- (f) **Entitlement to reasonable communication**

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- (i) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause (e). This includes discussing membership of the delegate's organisation and representation with eligible employees.
 - (ii) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
 - (g) **Entitlement to reasonable access to the workplace and workplace facilities**
 - (i) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (1) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (2) a physical or electronic noticeboard;
 - (3) 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;
 - (4) a lockable filing cabinet or other secure document storage area; and
 - (5) office facilities and equipment including printers, scanners and photocopiers.
 - (h) The employer is not required to provide access to or use of a workplace facility under clause (g)(i) 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.
 - (i) **Entitlement to reasonable access to training**
 - (i) 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 one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
 - (1) 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.
 - (2) 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.
 - (ii) 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.

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- (iii) 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.
 - (iv) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
 - (v) 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.
 - (vi) 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.

(j) **Exercise of entitlements**

- (i) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (1) comply with their duties and obligations as an employee;
 - (2) 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;
 - (3) not hinder, obstruct or prevent the normal performance of work; and
 - (4) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (ii) 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.
- (iii) 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:

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

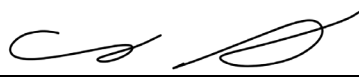
Schedule 1 - Signature Page

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

	Linda Mellors
Signature	Name
Managing Director and Chief Executive Officer	Level 2, 293 Camberwell Road, Camberwell VIC 3124
Position	Address

Signed on theday of2025

Signed for and on behalf of HWU

	Charlie Donnelly
Signature	Name
Interim Administrator of the HWU	10/663 Victoria Street, Abbotsford, VIC 3067
Position	Address

Signed on the28th.....day ofMarch.....2025

Signed for and on behalf of ANMF

	Lisa Fitzpatrick
Signature	Name
Branch Secretary	535 Elizabeth Street, Melbourne
Position	Address

Signed on the 4th Aprilday of2025

Appendix A – Classifications and wage rates

- (a) Home care employee level 1—aged care—Introductory
An employee whose primary role is to provide home care to aged care clients and who has less than 3 months' aged carer experience.
- (b) Home care employee level 2—aged care—Home Carer
An employee whose primary role is to provide home care to aged care clients and who has 3 months' or more aged carer experience.
- (c) Home care employee level 3—aged care—Qualified
An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification.
- (d) Home care employee level 4—aged care—Senior
An employee whose primary role is to provide home care to aged care clients 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.
- (e) Home care employee level 5—aged care—Specialist
An employee whose primary role is to provide home care to aged care clients 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.
- (f) Home care employee level 6—aged care—Team Leader
A home 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 home care employees—aged care.

Allied Health Assistant (Social and community services employee level 2)

Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

(e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.

(f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

(a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;

(b) achieve outcomes which are clearly defined;

(c) respond to enquiries;

(d) assist senior employees with special projects;

(e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;

(f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;

(g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;

(h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;

(i) assist in calculating and maintaining wage and salary records;

(j) assist with administrative functions;

(k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

(l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of social, community or disability services;

(m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of social, community or disability services;

(n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above .

Requirements of the position

Some or all of the following are needed to perform work at this level:

(a) Skills, knowledge, experience, qualification and/or training

(i) basic skills in oral and written communication with clients and other members of the public;

(ii) knowledge of established work practices and procedures relevant to the workplace;

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- (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.

(b) Prerequisites

- (i) an appropriate certificate relevant to the work required to be performed;
- (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
- (iii) appropriate on-the-job training and relevant experience; or
- (iv) entry point for a diploma without experience.

(c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
- (ii) provide limited guidance to a limited number of lower classified employees.

(d) Extent of authority

- (i) work outcomes are monitored;
- (ii) have freedom to act within established guidelines;
- (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

Enterprise Agreement 2024

Appendix A Table 1: WAGE RATES

Classifications	FFPPOA 1.7.24	Classification Translations January 2025	FFPPOA 1.1.25	FFPPOA 1.3.25 (3%)	Nb: Subject to WV adjustment EFFPPOA 1.10.25	FFPPOA 1.3.26 (3%)	FFPPOA 1.3.27 (3%)
L1.1	28.94	Level 1 AC - Introductory	29.81	30.70		31.63	32.57
L2.1	30.61	Level 2 AC – Home Carer	31.64	32.59		33.57	34.57
L2.2	30.82	Level 2 AC – Home Carer	31.64	32.59		33.57	34.57
L3.1	31.24	Level 3 AC – Qualified	32.67	33.65		34.66	35.70
L3.2	32.20	Level 3 AC – Qualified	32.67	33.65		34.66	35.70
L4.1	34.08	Level 4 AC – Senior (without CERT IV)	34.75	35.79		36.87	37.97
L4.2	34.76	Level 4 AC – Senior (without CERT IV)	34.75	35.79		36.87	37.97
L4.1	34.08	Level 5 (with Cert IV) - Specialist	35.46	36.52		37.62	38.75
L4.2	34.76	Level 5 (with Cert IV) - Specialist	35.46	36.52		37.62	38.75
L5.1	36.54	Level 6 AC – Team Leader	37.43	38.55		39.71	40.90
L5.2	37.98	Level 6 AC – Team Leader	37.98	39.12		40.29	41.50

Allied Health Assistant (L2)							
PP1	\$33.41			34.41		35.44	36.51
PP2	\$34.46			35.49		36.56	37.66
PP3	\$35.51			36.58		37.67	38.80
PP4	\$36.46			37.55		38.68	39.84

Appendix A Table 2: Allowance Rates

Allowance	Date of Commencement	FFPPOA 1.3.25 (3%)	FFPPOA 1.3.26 (3%)	FFPPOA 1.3.27 (3%)
Laundry Allowance				
Per day	0.32	0.33	0.34	0.35
Per week	1.49	1.53	1.58	1.63
OT Meal Allowance				
>1 hr OT	16.20	16.69	17.19	17.70
>4 hrs OT	16.20	16.69	17.19	17.70