



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Regis Aged Care Pty Ltd T/A Regis Aged Care**  
(AG2020/11)

### **REGIS AGED CARE PTY LTD NSW ENTERPRISE AGREEMENT 2018**

Aged care industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 5 MARCH 2020

*Application for approval of the Regis Aged Care Pty Ltd NSW Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Regis Aged Care Pty Ltd NSW Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Regis Aged Care Pty Ltd T/A Regis Aged Care. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

**[5]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2020. The nominal expiry date of the Agreement is 30 September 2022.



DEPUTY PRESIDENT

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## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2020/11

Applicant:  
Regis Aged Care Pty Ltd

### Undertaking- section 190

I, Lee Jeffery, Executive General Manager - People & Culture of Regis Aged Care Pty Ltd ("Regis"), give the following undertakings with respect to the *Regis Aged Care Pty Ltd New South Wales Enterprise Agreement 2018* ("the Agreement"):

1. I have the authority given to me by Regis to provide this undertaking in relation to this application before the Fair Work Commission.
2. Regis undertakes that the Disputes Settlement Term at clause 45.1 of the Agreement will not exclude Disputes relating to the actual or threatened termination of employment of an employee.
3. Regis undertakes that the "Standard Rate" referred to in the On Call Allowance at clause 24.6 is the equivalent of the Ordinary Rate of Pay in the Definitions at clause 3.1 of the Agreement.
4. Regis undertakes that Home Support Workers will not be required to work in circumstances where they would qualify for a uniform, dirty work, first aid; telephone; heat; board & lodging, and on call allowances provided by clause 20 of the *Social, Community, Home Care and Disability Services Award 2010*.
5. Regis undertakes that Aged Care Employees will not be required to work in circumstances where they would qualify for a leading hand; tool; or first aid allowance provided by clause 15 of the *Aged Care Award 2010*.
6. Regis undertakes to obtain consent in writing (which may be by electronic means) from part time Aged Care Employees or Home Support Workers to work hours in excess of the agreed hours contained in their contract of employment.
7. In relation to Clause 30.2 of the Agreement, Regis undertakes that the reference to double time for all time worked on a public holiday will be read and applied as double time and 10%, that is, a loading of 210% for Aged Care Employees and Home Support Workers.
8. Regis undertakes that Clause 16.4.9 regarding the approval of overtime on sleepovers will be deleted and not apply under this Agreement.
9. Regis undertakes that a Home Support Worker is provided with a paid meal break under Clause 15 of the Agreement when at work and having a meal with a client as the Home Support Worker is providing a service to a client pursuant to Clause 16.6.3 (c) of the Agreement.
11. Regis undertakes that broken shifts at clause 13.6 will not exceed a maximum spread of 12 hours. For the avoidance of doubt if any Aged Care or Home Support

Worker broken shift exceeds a 12 hour span all hours worked exceeding the 12 hour span shall be paid at 200%.

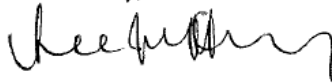
12. Regis undertakes that the provisions with respect to a 10 hour rest period after overtime provided at clause 25.1 (c) of the *Aged Care Award 2010* and at clause 28.3 (a) & (b) of the *Social, Community, Home Care and Disability Services Award 2010* will apply to this Agreement.
13. Regis undertakes that the provisions with respect to rest breaks between rostered shifts provided at clause 25.4 (b) of the *Social, Community, Home Care and Disability Services Award 2010* will apply to this Agreement.
14. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.
15. These undertakings are made according to section 190 of the Act and Regis understands that these undertakings will be taken to be terms of the Agreement, pursuant to section 191 of the Act.

In these undertakings, the terms "Employees", "Aged Care Employees", "Home Support Workers", "Personal Care Assistant", "Enrolled Nurses" and "Registered Nurses" have the meaning given in clause 3.1 of the Agreement.

Employer name: Regis Aged Care Pty Ltd

Authority to sign: Lee Jeffery, Executive General Manager People & Culture

Signature:



Date: 3 March 2020

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



**Regis Aged Care Pty Ltd**  
**New South Wales**  
**Enterprise Agreement 2018**

## **1 TITLE**

- 1.1 This Agreement will be known as the Regis Aged Care Pty Ltd NSW Enterprise Agreement 2018 (“the Agreement”).

## **2 INDEX**

1	TITLE .....	2
2	INDEX.....	2
3	DEFINITIONS.....	4
4	HOW THIS AGREEMENT RELATES TO AWARDS AND OTHER AGREEMENTS.....	6
5	LENGTH OF THE AGREEMENT .....	6
6	PARTIES TO THIS AGREEMENT .....	6
7	CONSULTATION BETWEEN PARTIES.....	7
8	COMPLIANCE WITH THE NATIONAL EMPLOYMENT STANDARDS.....	8
9	RATES OF PAY, CLASSIFICATION STRUCTURE, PAST EXPERIENCE, PROGRESSION AND REGRADING .....	8
10	PAYMENT OF SALARIES .....	10
11	WAGE INCREASES.....	10
12	EMPLOYMENT STATUS.....	10
13	HOURS OF WORK .....	13
14	ROSTERS .....	14
15	MEAL BREAKS AND REST PAUSES.....	15
16	HOME CARE EMPLOYEES: SPECIFIC TERMS & CONDITIONS OF EMPLOYMENT .....	16
17	HIGHER GRADE DUTIES .....	19
18	OVERTIME .....	19
19	SHIFT PENALTIES .....	21
20	WEEKEND PENALTIES .....	21
21	CALCULATION OF PENALTIES .....	21
22	UNIFORMS.....	22
23	LAUNDRY ALLOWANCES .....	22
24	OTHER ALLOWANCES .....	22
25	ANNUAL LEAVE.....	24
26	LONG SERVICE LEAVE .....	27
27	PERSONAL LEAVE .....	28
28	COMPASSIONATE LEAVE .....	30
29	LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE .....	31
30	PUBLIC HOLIDAYS.....	31
31	PARENTAL LEAVE.....	33
32	PROFESSIONAL DEVELOPMENT LEAVE .....	34
33	EDUCATION AND TRAINING .....	34
34	SUPERANNUATION.....	35
35	TERMINATING EMPLOYMENT (DURING PROBATION PERIOD).....	36
36	TERMINATING EMPLOYMENT (AFTER PROBATION PERIOD).....	36
37	TERMINATION WITHOUT NOTICE .....	37
38	REDUNDANCY.....	37
39	CEREMONIAL LEAVE.....	39
40	COMMUNITY SERVICE LEAVE.....	40
41	SPECIAL DISASTER LEAVE .....	40
42	UNION TRAINING LEAVE .....	40
43	JURY SERVICE.....	40
44	WORKLOAD MANAGEMENT .....	41

45	DISPUTE RESOLUTION PROCEDURE .....	42
46	INDIVIDUAL FLEXIBILITY ARRANGEMENT .....	43
47	HEALTH AND SAFETY .....	44
48	AMENITIES.....	44
49	CHANGES TO THE AGREEMENT .....	45
50	AVAILABILITY OF AGREEMENT .....	45
51	SIGNATORIES TO THE AGREEMENT.....	46
	APPENDIX 1 – RATES OF PAY AND ALLOWANCES.....	49
	APPENDIX 2 – NURSES CLASSIFICATIONS .....	55
	APPENDIX 3 –AGED CARE EMPLOYEE CLASSIFICATIONS .....	64
	APPENDIX 4 – HOME SUPPORT WORKER CLASSIFICATIONS .....	67

### 3 DEFINITIONS

#### 3.1 For the purposes of the Agreement:

**Aged Care Employee** means an Employee who falls within the classifications contained in Appendix 3 – Aged Care Employee Classifications.

**Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

**Agreement** means this enterprise agreement, the Regis Aged Care NSW Enterprise Agreement 2018.

**Awards** means the Aged Care Award 2010, the Nurses Award 2010 and the Social, Home Care and Disability Services Industry Award 2010.

**Board** means the Nursing and Midwifery Board of Australia.

**Commencement Date** means the date this Agreement commences operation in accordance with clause 5.1.

**Continuous service** has the meaning given to it by Section 22 of the Fair Work Act.

**Day Worker** means an Employee who works their ordinary hours from Monday to Friday between 6.00am and 6.00pm

**Defacto partner** means a person, who although not legally married to an Employee, lives with the Employee in a relationship as a couple on a genuine basis (including same sex relationships).

**Employee(s)** means employees employed by the Employer in New South Wales in positions which fall within the scope of the classifications set out in Appendices 2, 3, 4 & 5 to this Agreement.

**Employer** means Regis Aged Care Pty Limited ACN 125 223 645.

**Funds** for the purpose of this Agreement shall mean:

- (a) Health Employees Superannuation Trust of Australia ('**HESTA**') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (b) Prime Super;

and **Fund** shall mean either one of them.

**FWC** means the Fair Work Commission (or its successor) as established under the Act.

**Home Care** means the provision of personal care, domestic assistance or home maintenance to an aged person or persons with a disability in a private residence.

**Home Support Worker** means Employees employed in the Home Support Worker Classification Stream set out in Appendix 4 to this Agreement, but does not include Registered Nurses or Enrolled Nurses performing Home Support Work.

**Immediate Family** means:

- (a) an Employee's spouse (including former spouse, de facto partner (including a former de facto partner);



- (b) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse of the Employee.

**Long Service Leave Act** means the Long Service Leave Act 1955 (NSW) as amended from time to time.

**Medical Practitioner** means a registered and practising health practitioner e.g. General Practitioner or other doctor), Dentist, Clinical Psychologist, Psychiatrist or Physiotherapist, but does not include a Pharmacist.

**Mutual Agreement** means an agreement entered into freely and without duress between the Employer and an Employee.

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

**Nurse** includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.

**Nursing Care Employee** means an Employee who falls within the classifications contained in this Agreement.

**Ordinary rate of pay** means the applicable hourly rate of pay set out in Appendix 1, Table 1, 3 & 5 for the classification in which the Employee works but excludes overtime, penalty rates, shift allowances, allowances provided by the Employer, bonuses or any other ancillary payments of a like nature.

**Ordinary Time Earnings** has the same meaning as defined in section 6(1) of the *Superannuation Guarantee (Administration) Act 1993* (Cth).

**Permanent Employee(s)** means Employees who are employed on a full time or part time basis (including fixed term employees).

**Redundancy** occurs where the Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing to be done by anyone and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

**Redundancy Pay** means the applicable amount set out in clause 38.22 calculated according to an Employee's period of service with the Employer.

**Shift Worker** for the purposes of the NES has the meaning given under clause 25.3 of this Agreement.

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

**Union/s** means the unions set out in clause 6 - Parties to this Agreement.

### 3.2 In this Agreement:

- (a) a reference to a gender will include the other gender;

- (b) the singular shall include the plural and the plural shall include the singular;
- (c) “including” and similar words or expressions are not words of limitation; and
- (d) headings are for convenience only and do not form part of the Agreement.

**Weeks’ pay** for the purposes of redundancy means the ordinary rate of pay for the Employee concerned for working their ordinary hours per week as at the date of Redundancy.

## **4 HOW THIS AGREEMENT RELATES TO AWARDS AND OTHER AGREEMENTS**

- 4.1 This Agreement represents a consolidation of the wages and conditions of employment that apply to all Employees covered by the scope of this Agreement.
- 4.2 This Agreement constitutes the entirety of the terms of the agreement that exists between the parties and replaces any Fair Work Instrument that may have previously applied to the Employees.
- 4.3 It is intended that this Agreement sets out all of the terms and conditions of employment of the Employees and they will not pursue any extra claims during the term of this Agreement.

## **5 LENGTH OF THE AGREEMENT**

- 5.1 This Agreement will commence operating from 7 days after it is approved by the FWC and shall have a nominal expiry date of 30 September 2022. After the nominal expiry date, the Agreement will continue to operate until it is replaced by a new agreement or terminated in accordance with the Act.
- 5.2 The parties will use their best endeavours to commence negotiations for a replacement agreement no later than three (3) months before the nominal expiry date of this Agreement.

## **6 PARTIES TO THIS AGREEMENT**

- 6.1 The parties covered by this Agreement are:
  - (a) the Employer;
  - (b) the Employees;
  - (c) the Australian Nursing and Midwifery Federation New South Wales Branch (ABN: 85726054782); and
  - (d) the HSU New South Wales Branch (ABN: 93728534595).
- 6.2 The Unions have acted as bargaining representatives for the Employees and will be covered by this Agreement if written notice is provided to FWC in accordance with section 183 of the Act.
- 6.3 The Agreement does not apply to or cover employees employed by the Employer:
  - (a) in the positions of Regional Managers/Operations Managers, Facility Managers, Clinical Managers, Clinical Care Coordinators, Duty Managers, , Home Care Managers,

Club Services Managers, Admission and Customer Services Coordinators or State Managers or any other state office employee employed by the Employer in NSW.

## **7 CONSULTATION BETWEEN PARTIES**

### **7.1 Consultation regarding major workplace change**

7.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.

7.1.2 **Significant effects** include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required in the workforce; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the significant alteration of hours of work; the need for significant retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for a major change or alteration of any of these matters, that major change or alteration is deemed not to have a significant effect.

7.1.3 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 7.1.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

7.1.4 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 7.1.1.

7.1.5 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

7.1.6 An Employee may appoint a representative for the purposes of consultation under this clause 7.1.

### **7.2 Consultation regarding roster change**

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

- (a) notify the relevant Employee of the proposed change;
- (b) discuss the introduction of the change with the relevant Employee;
- (c) provide information to the relevant Employee about the proposed change (for example, information about the nature of the change to the relevant Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (d) invite the relevant Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (e) consider any views given by the relevant Employee about the impact of the change
- 7.2.2 For the purposes of this clause 7.2, “relevant Employee” means any Employee who may be affected by a change referred to in clause 7.2.
- 7.2.3 The requirements under clause 7.2 do not apply where an Employee has irregular, sporadic or unpredictable working hours.
- 7.2.4 An Employee may appoint a representative for the purposes of consultation under this clause 7.2.

## **8 COMPLIANCE WITH THE NATIONAL EMPLOYMENT STANDARDS**

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

## **9 RATES OF PAY, CLASSIFICATION STRUCTURE, PAST EXPERIENCE, PROGRESSION AND REGRADING**

- 9.1 The ordinary rates of pay and classifications for Employees covered by this Agreement are set out in Appendix 1, 2, 3, and 4 of this Agreement.
- 9.2 **Recognition of Service and Experience**
  - 9.2.1 From the time of commencement of employment an Employee has three months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
  - 9.2.2 Until such time as the Employee furnishes any such documentation contemplated in subclause 9.2, the Employer shall pay the Employee at the classification level for which proof has been provided.
  - 9.2.3 If within three months of commencing employment an Employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer shall pay the Employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
  - 9.2.4 If an Employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three month period, the Employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the Employer.
  - 9.2.5 An Employee who is working in the same classification for more than one organisation shall notify the Employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.

- 9.2.6 An Employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the Employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the Employee shall be paid at the higher rate only from the date that proof is provided.
- 9.2.7 For the purpose of yearly progression based on service and experience an Employee must complete the following:
- (a) **Full time** employees - incremental progression to the next pay point will occur 12 months (and 1976 hours) from the date of the Employee's appointment to their existing pay point.
  - (b) **Casual and part-time Employees** - incremental progression to the next pay point will occur where an Employee has:
    - (i) 1786 hours experience at their existing pay point having regard to the acquisition and use of skills and knowledge gained through experience in the practice settings over such a period as determined by the Employer; and
    - (ii) the Employee has at least 12 months experience in the existing pay point.
- 9.3 **Re-grading (Aged Care Employee Classifications only)**
- 9.3.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed by the Employee is work of a type normally associated with a higher classification and has been performed by the Employee for a period of at least 12 months, the Employee may apply to have their position re-graded to the higher classification.
- 9.3.2 An application for re-grading by an Employee must be made to the Facility Manager in writing.
- 9.3.3 The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 9.3.4 Changes in work by themselves may not lead to a change in an Employee's substantive classification and simply performing more work at the same classification or different work at the same classification would not qualify for re-grading.
- 9.3.5 Factors with a bearing on the Employer's decision to re-grade a position may include (but will not be limited to) whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
  - (b) are permanent or temporary.

## **10 PAYMENT OF SALARIES**

Employees shall be paid the applicable ordinary rates of pay as set out under Appendix 1 and corresponding to that Employee's classification in accordance with Appendix 2,3 & 4. The "pay period" is fortnightly.

### **10.1 Payment of Salaries**

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

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

## **11 WAGE INCREASES**

11.1 The current ordinary rates of pay set out in Appendix 1, Table 1, 3 and 5, are the rates of pay applicable to the Employees as at from 1 October 2019.

11.2 The ordinary rates of pay specified as effective 1 October 2019 in Tables 1, 3 and 5 of Appendix 1 will operate on and from the first full pay period following 1 October 2019.

11.3 The Employees will be entitled to wage increases during the life of this Agreement in accordance with Tables 1, 3 and 5 of Appendix 1 (as applicable to the Employee).

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

## **12 EMPLOYMENT STATUS**

### **12.1 Full Time Employee**

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

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

12.1.3 In addition to their ordinary hours of work, an Employee may be required to work reasonable additional hours in accordance with the overtime provisions of this Agreement.

### **12.2 Part Time Employee**

- 12.2.1 A part-time Employee is one who is engaged as such and who is permanently appointed to work for a specified number of hours, which are less than those prescribed for a full-time Employee.
- 12.2.2 The Employer and part time Employee at the time of engagement shall agree in writing on the guaranteed minimum number of hours to be worked by the Employee per fortnight and the rostering arrangements which apply to those hours.
- 12.2.3 A part time Employee will receive the same terms and conditions paid on a pro rata basis to that of a full time Employee.
- 12.2.4 At the request of a part-time Employee, the ordinary hours worked by the part-time Employee may be reviewed annually. Where the part-time Employee is regularly working more than their minimum contracted ordinary hours (as set out in clause 12.2.2) then the Employee's ordinary contracted hours may be adjusted by the Employer, to reflect the hours regularly worked by the Employee.
- 12.2.5 Additional hours worked by a part time Employee in the following circumstances will not be incorporated into any adjustment of the part time Employee's ordinary hours in accordance with clause 12.2.4:
- (a) an increase in hours of work as a direct result of the Employee working additional hours to cover the absence of another Employee who is absent on leave, such as for example, annual leave, long service leave, parental leave, or workers compensation; and/or
  - (b) a temporary increase in hours due to extraordinary circumstances, for example, to meet the specific needs of a resident or client over a particular period.
- 12.2.6 Any adjustment to a part time Employee's contracted hours resulting from a review undertaken in accordance with subclauses 12.2.4 and 12.2.5 should, however, be reflective of and is subject to the roster cycles and shift configurations utilised at the workplace.
- 12.2.7 Occasionally a part-time Employee may agree to work additional ordinary hours over and above their ordinary rostered shift length up to a maximum of 10 hours on any one day. Provided those additional hours are within the ordinary 76 hours per fortnight these approved additional shifts shall be paid at the Employee's ordinary rate of pay. Any request to work additional ordinary hours will be subject to the following:
- (a) The Employer shall take into account occupational health and safety considerations, the rest and recreational needs of Employees and the operational requirements of the facility in the approval of such a request.
  - (b) Clause 18(Overtime) will not apply to these occasionally worked additional ordinary hours worked under this sub-clause which are less than 10 hours in any one day.

### **12.3 Casual Employees**

- 12.3.1 A casual Employee is one who is engaged as such on an hourly basis otherwise than as a full-time Employee or a part-time Employee and who has no guarantee of ongoing or continued work.

12.3.2 A casual Employee will be paid a casual loading of 25.0% from the commencement of this Agreement in addition to their applicable ordinary rate of pay.

### 12.3.3

- (a) Where a casual Employee (with the exception of Assistants in Nursing working on weekends or public holidays) is employed on a shift that attracts penalties, weekend or other loadings as set out in this Agreement, these loadings and penalties will be calculated on the ordinary rate of pay (exclusive of casual loading). Penalty rates and shift allowances shall be calculated separately on the ordinary rate of pay and then added together. One rate shall not be compounded by the other. Once the loaded rate is calculated, the casual loading (calculated on the ordinary rate of pay) will be applied.
- (b) A casual Assistant in Nursing who receives weekend penalties in accordance with clause 20 or public holiday penalties in accordance with clause 30.2 shall be paid a weekend or public holiday penalty compounded on the casual rate of pay – i.e. the 25% loading at 12.3.2 will be applied to the ordinary rate (see Table 1 of Appendix 1), then the applicable weekend or public holiday penalty calculated on the casual loaded rate.

12.3.4 Casual Employees are not entitled to annual leave, paid personal leave, paid compassionate leave and Redundancy Pay. However, casual Employees engaged on a regular and systematic basis will be entitled to be paid at overtime rates in accordance with clause 18 where at the direction of the Employer the Employee works more than 10 hours on any one day or in excess of 76 hours per fortnight. Casual Assistants in Nursing shall be paid the applicable overtime rate compounded on the casual loading – i.e. the 25% loading at 12.3.2 will be applied to the ordinary rate, then the applicable overtime rate will be calculated on the casual loaded rate.

12.3.5 Casual Employees will be entitled to long service leave in accordance with the NSW Long Service Leave Act 1955 (as amended from time to time).

12.3.6 Casual Employees will have superannuation contributions made on their behalf in accordance with the Superannuation Law. As at the date of this Agreement, casual Employees will have superannuation contributed on their behalf where they are paid over \$450 per month and meet any other applicable statutory requirements or as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) as varied from time to time.

## 12.4 Casual Conversion

12.4.1 The following clauses will be taken to apply as if they were terms of the Agreement:

- (a) Clause 10.5 of the Nurses Award 2010, to all Enrolled Nurses and Registered Nurses and Assistants in Nursing;
- (b) Clause 10.5 of the Aged Care Award 2010, to all Aged Care Employees, and
- (c) Clause 10.5 of the Social, Community, Home Care and Disability Services Award 2010 to all Home Support Workers.

## 12.5 Fixed Term Employees



- 12.5.1 A fixed term Employee is one who is employed both for a specific special purpose and specific period not exceeding six months, or in the case of a parental leave replacement Employee, the duration of the period of parental leave taken by the Employee being replaced.
- 12.5.2 If the Employee is employed as a fixed term Employee pursuant to this clause and then re-engaged within 8 weeks of the end of the fixed term the Employee shall be deemed to have originally been employed under subclauses 12.1, 12.2 or 12.3 herein.

## **13 HOURS OF WORK**

- 13.1 Ordinary hours shall be arranged by the Employer to meet the operational requirements of the business. However, ordinary hours shall not exceed an average of 76 in a fortnight.

### **13.2 Breaks Between Shifts**

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

### **13.3 Days Off in a Roster Cycle**

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

- (d) two periods comprising two (2) days each,
- (e) three (3) consecutive days and one (1) stand alone day,
- (f) one period of 4 consecutive days,

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

### **13.4 Minimum Hours per Shift**

- 13.4.1 Subject to clause 13.4.2, the minimum number of ordinary hours per shift is four hours for fulltime Aged Care Employees or 3 hours for all part time and casual employees in all other classifications (including all part time Aged Care Employees).
- 13.4.2 Where an Employee is required to attend compulsory paid training or a compulsory meeting as required by the Employer, the minimum number of hours will be one (1) hour per occasion.

### **13.5 Maximum Hours per Shift**

- 13.5.1 The maximum number of ordinary hours for rostered shifts will be as follows:

- (a) morning and afternoons up to a maximum of 9 hours; and
- (b) night shifts a maximum of 10 hours.

- 13.5.2 The Employer and Employee may agree to a maximum ordinary hours of 10 hours per shift. Where there is mutual agreement to extend the shift to 10 ordinary hours, any hours worked in excess of 10 hours shall be paid at Overtime rates of pay.

#### **13.6 Broken Shifts**

- 13.6.1 Broken shifts can only be worked by mutual agreement between the Employer and Employee. An Employee can withdraw agreement to work broken shifts with seven days' notice. The broken shift allowance outlined in Appendix 1 Table 2 Item 16, and Appendix 1 Table 4 Item 1 will apply when an Employee works a broken shift.
- 13.6.2 Notwithstanding this, broken shifts may only be worked over a maximum spread of 12 hours.
- 13.6.3 While broken shifts may be worked over a maximum spread of 12 hours, the total hours worked by the Employee shall not to be more than 8 hours over 2 duty periods.
- 13.6.4 Each portion of the shift must meet a minimum engagement of 2 hours, therefore totalling at least 4 hours for the day.
- 13.6.5 An Employee must receive a minimum break of 10 hours between the broken shifts and the next ordinary rostered shift.

### **14 ROSTERS**

- 14.1 Rostering is subject to the service delivery needs of each of the Employer's facilities. The Employer will attempt to post a fortnightly roster within 14 days and not less than 10 days prior to the commencement of each roster period.
- 14.2 In cases of emergency, changes may be made to the roster within 48 hours prior to the rostered shifts. In such cases the Employer will contact the affected Employee immediately after the necessity arises prior to making the roster change. Employees shall not be financially disadvantaged if the Employer is unable to make contact with the Employee and roster changes must be implemented.
- 14.3 A roster may be altered at any time so as to enable the service of the organisation to be carried on where another Employee is absent from duty on account of illness or in an emergency. Where such alteration involves an Employee being requested to work on a day which would have been the Employee's rostered day off, such Employee may elect to be paid at overtime rates or have a day off in lieu which shall be arranged at a time mutually convenient to the Employer and Employee.
- 14.4 Sub-clause 14.3 shall not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- 14.5 Where an Employee requests and the Employer agrees, changes may be made to the roster at any time, including but not limited to, working additional hours or shifts. Any additional hours requested by the Employee will be paid at their ordinary rate of pay, subject to the provisions of the overtime clause.

14.6 The Employer must provide 2 weeks' notice to all part time Employees of any reduction in working hours. Provided that, the number of hours provided by the Employer shall not fall below the minimum hours specified in the statement required under subclause 12.2.2.

**14.7 Additional Shifts**

14.7.1 The Employer has the right to manage staff rosters and additional hours. Where appropriate the Employer will consider its permanent workforce in relation to additional hours however the Employer has the right to offer additional hours to casual Employees where the Employer deems it appropriate.

14.7.2 If there is an issue arising individually or collectively regarding the roster the Employee/s are encouraged to raise the issue at the workplace level.

**15 MEAL BREAKS AND REST PAUSES**

**15.1 Meal Breaks**

15.1.1 Where an Employee is rostered to work a shift of greater than 5 hours, the Employee will be entitled to an unpaid meal break of between 30 and 60 minutes duration.

15.1.2 The meal break may be taken at a time mutually agreed between the Employee and Employer.

15.1.3 Where an Employee is required to remain on premises and be available during their meal break, the meal break shall be paid at ordinary time and be counted as time worked. Such paid meal breaks must be authorised by the shift supervisor.

15.1.4 Where an Employee is required to work during a meal break and continuously thereafter during the shift, they will be paid at the Employee's rate of double their ordinary time rate of pay until released from duty.

15.1.5 Notwithstanding the provisions of sub-clause 15.1 an Employee required to work in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the Employer and Employee.

15.1.6 An Employee who is required to work overtime for more than two hours shall, at the option of the Employer, be supplied with a meal or shall be paid, as the case may be:

- (a) the amount for breakfast set out in Item 7 of Table 2 or Item 2 of Table 4 of Appendix 1 to this Agreement (as applicable to the classification in which the Employee is employed);
- (b) the amount for lunch set out in Item 8 of Table 2 or Item 3 of Table 4 of Appendix 1 to this Agreement (as applicable to the classification in which the Employee is employed);
- (c) the amount for the evening meal set out in Item 9 of Table 2 and Item 4 of Table 4 of Appendix 1 to this Agreement (as applicable to the classification in which the Employee is employed).

**15.2 Rest Pauses**

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

## **16 HOME CARE EMPLOYEES: SPECIFIC TERMS & CONDITIONS OF EMPLOYMENT**

### **16.1 Application of this clause 16**

- 16.1.1 The entitlements provided in this clause apply to the Home Care Employees to the exclusion of any inconsistent entitlements provided for elsewhere in this Agreement.

### **16.2 Spread of Hours**

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

### **16.3 Client cancellation**

- 16.3.1 Where a client cancels or changes their rostered home care service, an Employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the Employee. If a full-time or part-time Employee does not receive such notice, the Employee will be entitled to receive payment for their minimum specified hours on the day they were rostered, but not required to work.
- 16.3.2 The Employer may direct an Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Employer's business providing the Employee has the skill and competence to perform the work.

### **16.4 Sleepovers**

- 16.4.1 A **Sleepover** is a period of time where the Employer requires an Employee to be based at the premises where a client is based (which may be a client's home or respite care) and provide both an active and inactive service to the client, but is not a 24 hour home care shift pursuant to clause 16.5.
- 16.4.2 An Employee can be based in a client's home for a sleepover period of up to 8 hours (10.00pm to 6.00am).
- 16.4.3 Where an Employee is rostered to work a Sleepover, the Employee will be paid a Sleepover Shift Allowance of \$100.00 (Sleepover Allowance), which incorporates up to two active hours

in eight inactive hours. Where an Employee works in excess of two active hours, the Employee will be paid at overtime rates of pay set out in clause 16.4.8 for time worked.

16.4.4 The Sleepover Allowance will be increased in line with the percentage % wage increases outlined in the Agreement.

16.4.5 An Employee will be rostered for a Sleepover in accordance with the roster provisions of this Agreement.

16.4.6 The span for a Sleepover will be a continuous period of 8 hours.

16.4.7 Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the Employee works a Sleepover shift.

16.4.8 Overtime worked on Sleepover shifts will be paid in accordance with the following table:

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

16.4.9 Overtime will only be paid if, before starting overtime, the overtime has been approved by the Home Care Manager.

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

## 16.5 24 hour care

16.5.1 A **24 hour care shift** requires an Employee to be available for duty in a client's home for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan.

16.5.2 During a 24 hour care shift, an Employee is required to provide a total of no more than eight hours' active care.

16.5.3 An Employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the Employee.

16.5.4 An Employee engaged on a 24 hour care shift will be paid eight hours' work at 155% of their applicable ordinary time rate of pay for each 24 hour period.

## 16.6 Travel for Work

### 16.6.1 Travel allowance

- (a) Subject to clause 16.6.2, an allowance of \$0.78 cents per kilometre will be paid to an Employee who is required to use his or her own motor vehicle in the following circumstances:
  - (i) in the performance of the Employee's duties specified in the Employer's care plan for a client; and
  - (ii) for travel from one client to the next. For the avoidance of doubt, the allowance is not paid for travel to the first client or home from the last client each day.

#### **16.6.2 Record keeping and claiming travel allowance**

- (a) An Employee seeking payment of the travel allowance must maintain a signed log presented to the Home Care Manager recording the date, time, distances and reasons for the travel.
- (b) An Employee's log maintained in accordance with clause 16.6.2 (a)) must be provided to the Employer upon request.
- (c) An Employee must make claims for the travel allowance set out in clause 16.6.1 on his or her fortnightly time sheet.

#### **16.6.3 Arrangements for working hours**

- (a) An Employee is paid for the time spent travelling between places of work during their rostered hours of work. This is usually factored into the Employee's roster as a "block period" between the scheduled provision of client services.
- (b) An Employee commences work each day on arrival at the first rostered place of work and finishes work on departure from the last rostered place of work for the day.
- (c) Places of work shall include locations at which the Employee attends rostered meetings, training or provides services to clients.
- (d) All travel time during ordinary work hours between clients premises shall be paid on the basis of the actual time travelled via the log book referred to at clause 15.6(b)(i). This actual travel time will be rounded down to the nearest five (5) minute increment.

#### **16.6.4 Vehicle Interior Cleaning**

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

## **16.7 Minimum hours of work**

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

## **16.8 Weekend shift penalties**

- 16.8.1 All ordinary hours worked between midnight Friday and midnight Saturday will be paid at one and a half times the ordinary time rate of pay.
- 16.8.2 All ordinary hours worked between midnight Saturday and midnight Sunday will be paid at the rate of double the ordinary time rate of pay.

## **17 HIGHER GRADE DUTIES**

- 17.1 Subject to clause 17.2, where an Employee is required to perform higher duties above their appointed classification for a period of two hours or less; or where the time worked is greater than two hours, or is equivalent to one or more shifts, the Employee will be paid at the rate of pay applicable to the higher grade duties for all work performed on the relevant shift(s).
- 17.2 Higher grade duties must be authorised by the relevant authorised management representative.

## **18 OVERTIME**

- 18.1 Overtime will occur where an Employee is requested by the Employer to work:
- (a) in excess of 76 hours per fortnight; or
  - (b) in excess of the ordinary full-time rostered shift length for the shift that the Employee is rostered to work (a maximum of 9 hours for morning and afternoon shifts and a maximum of 10 hours on night duty).
  - (c) For a part time or fulltime Day Worker, outside their ordinary hours as defined in clause 3.
- 18.2 Overtime will only be paid at overtime rates of pay set out in this clause if, before starting overtime, the overtime has been approved by management of the Employer or an authorised management representative of the Employer.
- 18.3 All overtime paid in accordance with this clause is calculated according to an Employee's ordinary rate of pay.

18.4 Overtime worked in the situations outlined in clause 18.1 will be paid as follows:

	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holiday</b>
<b>Nursing Employees</b>	One and a half times the ordinary rate of pay for the first two hours and two times the ordinary rate of pay thereafter	One and a half times the ordinary rate of pay for the first two hours and two times the ordinary rate of pay thereafter	Two times the ordinary rate of pay	Two and a half times the ordinary rate of pay
<b>Aged Care Award Employees</b>	One and a half times the ordinary rate of pay for the first two hours and two times the ordinary rate of pay thereafter	Two times the ordinary rate of pay	Two times the ordinary rate of pay	Two and a half times the ordinary rate of pay
<b>Home Support Worker</b>	One and a half times the ordinary rate of pay for the first two hours and two times the ordinary rate of pay thereafter	One and a half times the ordinary rate of pay for the first two hours and two times the ordinary rate of pay thereafter	Two times the ordinary rate of pay	Two and a half times the ordinary rate of pay

- 18.5 For the avoidance of doubt, any additional hours worked by a part-time Employee and by mutual agreement in accordance with clause 12.2.7 of this Agreement will not attract overtime in accordance with this clause 18 and will be paid at the Employee's ordinary rate of pay.
- 18.6 With the exception of Employees working broken shifts, Employees who are recalled to work overtime after leaving the Employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for the period of time so recalled. Provided that, except in unforeseen circumstances, an Employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- 18.7 An Employee recalled to work overtime pursuant to sub-clause 18.6 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work. Provided that where an Employee elects to use their own vehicle the Employee shall be paid the per kilometre allowance set out in Item 7 of Table 2 and Item 8 of Table 4 of Appendix 1 to this Agreement.
- 18.8 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.



- 18.9 Subject to clause 12.2.7, all time worked by permanent full time, part time and casual Employees in excess of the hours prescribed in clause 13.65 of this Agreement shall be paid for at overtime rates.
- 18.10 Where an Employee works without receiving a break in accordance with subclause 13.2, the Employee will be paid at overtime rates until they have received a break as required by subclause 13.2.

## **19 SHIFT PENALTIES**

- 19.1 Aged Care Employees whose ordinary shift commences at or after 10.00am and prior to 12 noon will be paid an allowance of 10% in addition to their ordinary rate of pay.
- 19.2 Where an Employee's ordinary shift commences at or after 12 noon (**afternoon shift**) the employee will be paid an allowance of 15% in addition to their ordinary rate of pay.
- 19.3 Where an Employee's ordinary shift commences at or after 6.00pm or before 6.00am the following day and the major portion of the shift is worked between 6.00pm and 6.00am (**night shift**) the Employee will be paid an allowance of 15% for each shift of ordinary hours.

## **20 WEEKEND PENALTIES**

### **20.1 Saturday Shift Penalty**

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

### **20.2 Sunday Shift Penalty**

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

## **21 CALCULATION OF PENALTIES**

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

- (a) Clause 18 - Overtime;
- (b) Clause 19 - Shift Penalties,
- (c) Clause 20 - Weekend Penalties, and
- (d) Clause 30 - Public Holidays,

only the highest of any such penalty shall be payable, except in the case of casual Employees who shall be paid in accordance with clause 12.3.2. For casual Employees, penalty payments and shift allowances shall be calculated separately on the ordinary rate of pay and then added together. One rate shall not be compounded by the other (except for casual AINs as outlined in clauses 12.3.3 and 12.3.4).

## **22 UNIFORMS**

- 22.1 The Employer will provide Employees with adequate number of Employer uniforms and it is compulsory for all Employees to wear the Employer's uniform when performing their duties.

## **23 LAUNDRY ALLOWANCES**

- 23.1 From the commencement of the Agreement, all Employees will be entitled to a laundry allowance. This allowance is not payable while an Employee is taking a period of annual or long service leave. (Refer Item 11 of Table 2, Item 13 of Table 4. Item 3 of Table 6 of Appendix 1 to this Agreement).

## **24 OTHER ALLOWANCES**

### **24.1 In Charge Allowance**

- 24.1.1 A Registered Nurse employed under this Agreement and who, prior to 3 June 2016, was in receipt of the In Charge allowance for being in charge during the day, evening or night will continue to be paid the allowance for all shifts worked in charge of the facility as set out in Item 1 (for less than 100 beds) or Item 2 (for 100 or more beds) of Table 3 of Appendix 1 to this Agreement.

- 24.1.2 This clause shall not apply to a Registered Nurse employed by Regis after 3 June 2016.

### **24.2 Work of a dirty or offensive nature (Aged Care Employees)**

- 24.2.1 Employees engaged in work of an unusually dirty or offensive nature having regard to the duty normally performed by the Employees in that classification will be entitled to the allowances set out in Item 14 of Table 4 of Appendix 1 to this Agreement.

### **24.3 Nauseous Linen Allowance (Aged Care Employees)**

- 24.3.1 In addition to their ordinary rate of pay, Employees shall be paid the allowance per hour or part thereof as set out in Item 7 of Table 4 of Appendix 1, for all time engaged in handling linen of a nauseous nature which is not contained in sealed linen bags.

### **24.4 Travel Time**

- 24.4.1 An Employee sent to work to a place other than the Employee's regular place of work shall be paid for all excess travelling time at the Employee's ordinary rate of pay and reimbursed excess travelling expenses.

### **24.5 Vehicle/Travelling Allowance**

- 24.5.1 Where an Employee is requested by the Employer and agrees to use the Employee's private vehicle in the performance of their duties, the Employee shall be paid the per kilometre allowance set out in Item 6 of Table 2 or Item 8 of Table 4 of Appendix 1 to this Agreement, excluding travel to and from the Employee's home to the first place of work and return to home at the end of the Employee's duties.

- 24.5.2 Where an Employee is required to use public transport for travel on official business such Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from

the Employee's home to the first place of work and return to home at the cessation of their duties.

- 24.5.3 No payment shall be made under sub clauses 24.5.1 and 24.5.2 unless the Employer is satisfied that the Employee has incurred expenditure for such travel.

#### **24.6 On Call Allowance**

- 24.6.1 An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:

- (a) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;
- (b) between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or
- (c) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.

- 24.6.2 For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

#### **24.7 Leading Hand Allowances**

- 24.7.1 A Leading Hand is an Employee who is placed in charge of not less than two other Employees of a substantially similar classification, but does not include any Employee whose classification denotes supervisory responsibility.
- 24.7.2 An Employee appointed to the position of Leading Hand by the Employer will be entitled to the applicable allowances set out in Items 9 to 12 of Table 4 of Appendix 1 to this Agreement, based on the number of Employees they are in charge of.

#### **24.8 Continuing Education Allowance**

- 24.8.1 A Registered Nurse or Enrolled Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid an allowance subject to the conditions set out in this clause.
- 24.8.2 The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- 24.8.3 The allowance is not payable to Clinical Managers or Facility Manager unless it can be demonstrated to the satisfaction of the Employer that more than fifty per cent of the Employee's time is spent doing clinical work.
- 24.8.4 The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- 24.8.5 A Registered Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.

- 24.8.6 The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
- 24.8.7 A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 12 of Table 2 of Appendix 1 to this Agreement.
- 24.8.8 A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 13 of Table 2 of Appendix 1 to this Agreement.
- 24.8.9 A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 14 of Table 2 of Appendix 1 to this Agreement.
- 24.8.10 For the avoidance of doubt, the allowances set out in this subclause are not included in the Employee's ordinary rate of pay.
- 24.8.11 A Registered Nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- 24.8.12 The rates for the allowances provided by this subclause shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

## **24.9 Medication Administration Allowance**

- 24.9.1 From the date of approval of this Agreement, Assistants in Nursing specifically designated to be working on a medication administration shift on the Facility roster shall be paid an additional allowance of \$1.00 per hour for all hours worked on this shift. This would normally be restricted to one or two Assistants in Nursing in each Facility on each shift, as operationally required. Where Assistants in Nursing are required to both administer medications as well as provide normal activities of daily living to their allocated residents they will be paid an additional allowance of \$1.00 per hour for a minimum of four hours for each shift worked in which they administer medications.
- 24.9.2 All Employees able to assume the responsibility of this role must have and must maintain their annual medication competency at all times in accordance with the terms of the Employer's policy.

## **25 ANNUAL LEAVE**

- 25.1 The following annual leave provisions shall apply to all permanent Employees on or after the commencement of this Agreement.
- 25.2 **Entitlement to Annual Leave – Non Shift Workers**

- 25.2.1 All full time Employees are entitled to four weeks annual leave.
- 25.2.2 Part time Employees are entitled to paid annual leave calculated as a pro rata amount of the full time entitlement set out in clause 25.2.1.
- 25.2.3 Casual Employees are not entitled to annual leave.

### **25.3 Entitlement to Annual Leave – Shift Workers**

- 25.3.1 All full time and part time Employees (other than casual employees) who are employed as shift workers are entitled to an additional week of annual leave (five working days) in addition to the leave entitlements set out in clause 25.2.1 (pro rata for part time employees).
- 25.3.2 For the purposes of this clause, a ‘shift worker’ is defined as an Employee (other than a casual) who is regularly rostered to work outside the hours of a day worker during weekdays, Monday to Friday, (i.e. they work hours which start or finish outside the ordinary span of hours) and/or during their yearly period in respect of their anniversary regularly works for more than four hours on 10 weekends (Saturday or Sunday) over a 12 month period.
- 25.3.3 For the purposes of clause 25.3.2, a weekend means work in ordinary time on a Saturday and/or Sunday in any one calendar week.

### **25.4 Taking of Annual Leave**

- 25.4.1 An Employee is entitled to take an amount of annual leave during a particular period if:
  - (a) at least that amount of annual leave is credited to the Employee; and
  - (b) the Employer has authorised the Employee to take the annual leave during that period.
- 25.4.2 The taking of annual leave is subject to the operational requirements of the workplace and shall be taken at a time to suit the operations of the aged care facility in which an Employee works.
- 25.4.3 In exercising its discretion to approve or refuse a request to take a period of annual leave, the administration of the Employer shall give consideration to the preferences and circumstances of the Employee. The Employer shall not unreasonably withhold or revoke approval of annual leave.
- 25.4.4 Unless otherwise agreed between the Employer and an Employee, an Employee must apply for a period of annual leave in writing at least 4 weeks’ prior to the date on which they intend to take the period of annual leave.

### **25.5 Direction to take annual leave**

- 25.5.1 An Employee may be directed to take annual leave upon 4 weeks’ notice where:
  - (a) the Employer shuts down the part of the business in which the Employee works (for example, the reception or administration office over the Christmas/New Year period). The maximum period of annual leave that the Employer can direct an Employee to take during such a shut down is two weeks.

- (b) By agreement of the Employer annual leave may be taken in advance of it having accrued. In such a case the advance payment for leave granted in advance shall be offset against any future accrual or against any monies otherwise payable to the Employee on termination of employment.
- 25.5.2 The Employer will only direct an Employee to take annual leave in circumstances where the employee has an “excessive leave accrual” being:
  - (a) more than 10 weeks’ paid annual leave (or 12 weeks’ paid annual leave for a shiftworker, as defined by clause 31.1(b) of the Nurses Award) for an employee covered by the Nurses Award 2010;
  - (b) more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 28.2(a) of the Aged Care Award) for an employee covered by the Aged Care Award 2010;
  - (c) more than 8 weeks’ paid annual leave (or 10 weeks’ paid annual leave for a shiftworker, as defined by clause 31.2 of the Social, Community, Home Care and Disability Services Industry Award) for an employee covered by the Social, Community, Home Care and Disability Services Industry Award 2010.
- 25.5.3 Prior to directing an employee with an excessive annual leave accrual to take annual leave, the employer will make a genuine attempt to confer with the employee and try to reach agreement to reduce or eliminate the excessive accrual.
- 25.5.4 In the event agreement under 25.5.3 cannot be reached, an employer may direct an employee with excessive leave accrual to take annual leave. The direction may not:
  - (a) result in the employee have a remaining accrued entitlement of less than four weeks annual leave;
  - (b) require the employees to take a period of leave of less than one week;
  - (c) be given with less than eight weeks notice of the date the annual leave is due to commence; and
  - (d) be inconsistent with any agreed arrangement to take leave.
- 25.5.5 An employee with an excessive annual leave accrual may seek to provide notice to the employer of their intention to take leave. The employer must grant this request for annual leave if:
  - (a) the employee has previously applied for annual leave in the last twelve months and been refused;
  - (b) the notice provided is at least eight weeks in advance of the date of the commencement of the leave; and
  - (c) the leave requested is at least one week and not more than six weeks in duration.
- 25.6 **Rate of pay and leave loading**

25.6.1 In addition to their ordinary rate of pay, an employee, other than a Shift Worker (as defined in clause 25.3.2), will be paid an annual leave loading of 17.5% of their ordinary rate of pay for four weeks annual leave per annum.

25.6.2 Shift Workers, in addition to their ordinary rate of pay will be paid a higher of:

- (a) An annual leave loading of 17.5% of ordinary rate of pay; or
- (b) The weekend and shift penalties the employee would have received had they not been on annual leave.

25.6.3 For the avoidance of doubt, where the employment of an Employee is terminated, annual leave loading is payable on termination.

## **25.7 Cashing out of Annual Leave**

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

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee’s remaining accrued entitlement to annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

## **25.8 Annual Leave and Service**

25.8.1 A period of annual leave does not break an Employee’s continuity of service and annual leave counts as service for all purposes.

# **26 LONG SERVICE LEAVE**

## **26.1 Amount of leave**

26.1.1 An Employee’s entitlement to long service leave shall be in accordance with the provisions of this Agreement and the NSW LSL Act provided that should there be any inconsistency between that legislation and the provisions of this Agreement, the provisions of this Agreement shall prevail to the extent the Agreement entitles Employees to long service leave in excess of the Employees’ entitlement to long service leave under the NSW LSL Act.

26.1.2 From approval of this Agreement the amount of long service leave to which an Employee shall be entitled to will be as follows:

- (a) Employees will be entitled to 13 weeks of paid long service leave after 10 years of continuous service with the Employer.
- (b) In respect of each completed 5 years’ continuous service with the Employer since the Employee last became entitled to long service leave, an Employee will be entitled to 6.5 weeks paid long service leave.

- (c) On the termination of an Employee's employment, or the Employee's death, in respect of the number of years of service with the Employer completed since the Employee last became entitled to an amount of long service leave, a proportionate amount of long service leave calculated on the basis of 13 weeks for 10 years' service.
- (d) Where an Employee dies and any long service leave to which the Employee was entitled has not been taken, or accrued upon termination of the services of the Employee by reason of the Employee's death and has not been taken, the Employer shall, upon request by the Employee's personal representative, pay to the Employee Estate in full the ordinary pay that would have been payable to the Employee in respect of long service leave less any amount already paid to the Employee in respect of that leave.
- (e) For the sake of clarity original commencement date of employment applies for the purpose of calculating an Employee's long service leave entitlements.

## **26.2 Entitlement on termination**

- 26.2.1 An Employee will be paid a proportionate amount of long service leave upon termination of employment in accordance with the provisions of the NSW LSL Act, save that the proportionate amount of long service leave will be calculated on the basis of 13 weeks long service leave for 10 years of continuous service.

## **26.3 All other conditions relating to Long Service Leave**

- 26.3.1 For all other conditions relating to long service leave Employees should refer to the NSW LSL Act.

# **27 PERSONAL LEAVE**

## **27.1 General**

- 27.1.1 The following provisions are subject to, the full terms the personal leave provisions set out in the Act.
- 27.1.2 An Employee may take personal leave if the leave is taken:
  - (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
  - (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
    - (i) a personal illness, or personal injury, affecting the member; or
    - (ii) an unexpected emergency affecting the member

## **27.2 Notification of personal leave**

- 27.2.1 An Employee must give the Employer notice of their intention to take personal leave as soon as practicable. Ideally and to the extent reasonably practicable, this notice should be at least two hours before the commencement of the Employee's shift.



### **27.3 Paid/Unpaid Personal Leave**

- 27.3.1 The provisions of this clause apply to full-time and part-time Employees only (unless stated otherwise) with the exception of subclause 27.3.5, which applies to casual Employees.
- 27.3.2 For each year of service with the Employer , an Employee is entitled to 10 days of paid personal/carer's leave in accordance with the Act and the National Employment Standards.
- 27.3.3 The balance of paid personal leave entitlements which have not been taken in any year shall be cumulative from year to year.
- 27.3.4 Where a Permanent Employee has exhausted all accrued paid personal leave entitlements, the Employee is entitled to 2 days unpaid carer's leave for each permissible occasion the Employee would otherwise have been entitled to paid carer's leave. For each permissible occasion, the Employee shall take the unpaid carer's leave as either:
- (a) a single, unbroken, period of up to 2 days; or
  - (b) any separate periods to which the Employer and Employee agree.
- 27.3.5 Casual Employees will be entitled to two days unpaid carer's leave per permissible occasion. This carer's leave may be taken in a period of 2 days or such other separate periods agreed between the Employer and Employee.

### **27.4 Notification and evidence requirements**

- (a) In the event an Employee needs to take (or needed to take) personal leave, (paid or unpaid) he or she should notify the Employer as soon as practicable but preferably at least two hours before the time the Employee is rostered to commence duty on the day of their absence.
  - (b) When notifying the Employer of the need to take personal leave, an Employee must give an estimate of how long they think they will be absent from work on personal leave.
- 27.4.1 Where an employee takes personal leave (paid or unpaid) the Employee must provide the Employer with evidence in support of their absence in the following circumstance:
- (a) Where an Employee takes up to three single absences per year, they are not required to provide any documentary evidence.
  - (b) Where an Employee takes between three and six single absences per year the Employee is required to provide the Employer with a statutory declaration or medical certificate from a Medical Practitioner for each absence.
  - (c) Where an Employee takes in excess of six single absences per year the Employee must provide the Employer with a medical certificate from a Medical Practitioner.
  - (d) Where an Employee is absent for two or more consecutive days they are required to provide the Employer with a medical certificate from a Medical Practitioner.
  - (e) The Employer reserves the right to request that an Employee provide evidence substantiating their absence in accordance with the Fair Work Act in circumstances other than those set out in clause 27.4.1.

- (f) For the avoidance of doubt:
  - (i) for the purposes of this clause 27.4.1 a Medical Certificate means a medical certificate issued by a Medical Practitioner following an 'in person' consultation. An 'in person' consultation does not include consultations conducted online, over Skype or any like medium; and
  - (ii) a certificate for an absence from work issued by a pharmacist will not be accepted as evidence of personal leave under any circumstances.

27.4.2 When taking leave to care for members of their Immediate Family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

27.4.3 An Employee who is eligible for personal leave and who produces a satisfactory medical certificate to the effect that the Employee has been incapacitated for a period while on annual leave or long service leave, the Employer may recredit such Employee with an equivalent period of annual leave or long service leave, provided that the Employer is satisfied on the circumstances and the nature of the incapacity.

## **28 COMPASSIONATE LEAVE**

28.1 Permanent Employees are entitled to up to 2 days paid compassionate leave and casual Employees are entitled to up to 2 days unpaid compassionate leave (whether taken together or separately) for each occasion when a member of the Employee's Immediate Family or a member of the Employee's household:

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

28.2 In circumstances where the Employee is involved in extensive and overnight travel and/or is responsible for funeral arrangements, they may be allowed up to 3 days paid compassionate leave at their Manager's discretion.

28.3 An Employee will only be granted compassionate leave if the Employee provides the Employer with reasonable evidence, such as a medical certificate stating that the condition is life threatening or there is a death.

28.4 An Employee may make application for additional unpaid compassionate leave. The decision to grant additional unpaid compassionate leave is at management's discretion. Additional unpaid compassionate leave will not be unreasonably refused.

## **29 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

- 29.1 For the purpose of this Agreement, family and domestic violence is defined as violence by a family member or current or former intimate partner (of the same or opposite sex).
- 29.2 This type of violence includes physical, sexual, financial, verbal, psychological or emotional abuse (or threatened abuse).
- 29.3 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence and fully respects the need for confidentiality.
- 29.4 Where an Employee is experiencing or attending to matters arising out of family violence, the Employer may, when requested and where appropriate, facilitate flexible working arrangements. These flexible work arrangements are subject to the Employer's operational requirements.
- 29.5 Suitable evidence of family violence may be required by the Employer and may be in the form of an agreed document issued by the Police Force, a Court, a doctor, a Family Violence Support Service or a lawyer.
- 29.6 An Employee experiencing family violence may have access to paid personal leave or annual leave for medical appointments, legal proceedings and other related activities. The entitlement is subject to approval by the relevant Manager and the evidentiary requirements set out in clause 29.5.
- 29.7 Employees may request in writing special leave for a period of up to five (5) days (pro rata for part time Employees) in any twelve (12) month period to attend to matters arising out of an incident of family or domestic. For the sake of clarity the 12 month period commences on the first day any special paid leave is taken and continues until the annual anniversary of this date.
- 29.8 Approval of special leave pursuant to this clause will not be unreasonably withheld, taking into consideration the Employee's particular circumstances with regard to family or domestic violence.
- 29.9 Approved special leave will be paid at the Employee's ordinary time rate of pay for their rostered ordinary hours.
- 29.10 Casual Employees are not entitled to paid special leave.

## **30 PUBLIC HOLIDAYS**

### **30.1 Entitlement to public holidays**

- 30.1.1 All work performed by any Employee on the following declared public holidays:
- (a) New Year's Day (1 January);
  - (b) Australia Day (26 January);
  - (c) Labour Day (however so titled);

- (d) Good Friday;
- (e) Easter Saturday;
- (f) Easter Sunday;
- (g) Easter Monday;
- (h) Anzac Day (25 April);
- (i) Queen's Birthday (however so titled);
- (j) Christmas Day (25 December);
- (k) Boxing Day (26 December);
- (l) Any other day declared by or under a law of New South Wales to be observed generally within the State, the region of New South Wales in which the Employer operates the Facility in which an Employee works, as a public holiday by people who work in that State or region;
- (m) On the day on which the August Bank Holiday is observed.

will be paid in accordance with clause 30.2.

- 30.1.2 Employees required to work on a public holiday which is not the declared public holiday, will be paid at the Employee's ordinary rate of pay for the day on which the public holiday falls.

*Example*

*Anzac Day falls on a Sunday, but Monday is the declared public holiday. An Employee who works on Anzac Day on the Sunday will be paid at the applicable Sunday rate of pay. An Employee who works on the gazetted Anzac Day holiday on Monday will be paid at double their ordinary rate of pay.*

- 30.1.3 Should a public holiday occur on a Permanent Employee's period of annual leave, and the Employee would have been required to work on that day but for being on a period of annual leave, the Employee is to have another day added to their annual leave. The Employee is to be paid at their ordinary rate of pay for the public holiday not worked.

## 30.2 Payment for public holidays

- 30.2.1 An Employee who is required to and does work on any public holiday prescribed in clause 30.1 shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties and casual loading as follows:

- (a) **Full-time Employees:** Will be paid double time for all time worked on the public holiday.
- (b) **Part-time Employees:** Double time for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at the Employee's ordinary rate of pay.
- (c) **Casual Employees:** Double time calculated on the ordinary rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to

the casual loading referred to in clause 12.3.2. (other than for casual Assistants in Nursing as per clause 12.3.3).

- 30.2.2 Full-time Shift Workers rostered off duty on a public holiday shall be paid one day's pay in addition to the weekly rate, or if the Employee so elects have one day added to be taken in conjunction with their period of annual leave.

**30.3 Public holidays occurring on rostered days off**

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

**31 PARENTAL LEAVE**

- 31.1 Employees eligible for unpaid parental leave in accordance with Act, and who during their period of unpaid parental leave have primary responsibility for the care of their child, shall be entitled to six weeks paid leave at their ordinary rate of pay (excluding shift penalties) on the occasion of each birth or adoption event. This entitlement is in addition to any other entitlement provided by the Commonwealth Government.
- 31.2 Employees are entitled to parental leave in accordance with the Act and the terms of the Regis Parental Leave Policy. However, the terms of the Regis Parental Leave Policy do not form part of this Agreement.
- 31.3 An Employee may request a copy of the relevant parental leave provisions and the Regis Parental Leave Policy at any time from their Facility/Clinical Manager.
- 31.4 The Employer shall advise Employees entitled to parental leave of their entitlement to parental leave and the notification requirements under the Act for the taking of such leave.
- 31.5 Right to request**
- 31.5.1 An Employee entitled to parental leave pursuant to the provisions of clause 31 may request that the Employer allow the Employee to:
- (a) extend the simultaneous unpaid parental leave period under the Act up to a maximum of eight weeks;
  - (b) extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (c) return from a period of parental leave on a part-time basis;
- to assist the Employee in reconciling work and parental responsibilities.
- 31.5.2 The Employer shall consider any request made under clause 31.5 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may refuse the request on reasonable grounds related to the effect

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

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

31.6.1 The Employee's request and the Employer's decision made under clauses 31.5 and 31.6 must be recorded in writing.

**31.7 Request to return to work part-time**

31.7.1 Where an Employee wishes to make a request under subclause 31.5.1 such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

**31.8 Request to return to work part-time**

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

**32 PROFESSIONAL DEVELOPMENT LEAVE**

32.1 Full time Employees will be entitled to take up to 5 days paid professional development leave and the equivalent pro rata entitlement is available for part time Employees for the purposes of continuing their education in the aged care field. This entitlement is subject to approval by the relevant manager based on work requirements and is a non-cumulative entitlement.

32.2 Upon termination of the Employee's employment the Employer shall provide to the Employee a written statement of the hours of training attended by the Employee.

**33 EDUCATION AND TRAINING**

33.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and the Employer's policy on mandatory training. The Employer will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.

33.2 Every Employee must attend in-service training and/or undertake all e-learning modules required to meet the Employer's annual statutory responsibilities including but not limited to: fire and emergency training, customer service, manual handling training, food handling, infection control etc., provided by the Employer.

33.3 Upon termination of an Employee's employment the Employer upon request shall provide to the Employee a written statement of the hours of training attended by the Employee.

33.4 The Employer commits, where requested, to enable Employees to undertake e-learning modules in work time. However, if an Employee elects to complete the modules at home, they will be paid for an hour of time at their ordinary rate of pay for the successful completion of each module.

- 33.5 Where an Employee is required to attend compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour, whichever is greater.
- 33.6 Attendance at any training course other than those referred to in clause 33.2 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.
- 33.7 Where practical, the Employer shall provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours. Should an Employee not participate in such training and after being given four (4) weeks formal notice that they must attend, the Employee can be immediately be removed from the roster.
- 33.8 Where an Employer has implemented or is participating in a no lift training program every Employee must attend the training required.

## **34 SUPERANNUATION**

- 34.1 The Employer shall make superannuation contributions to a nominated Fund for the benefit of each Employee at the greater of:
- (a) 10% of Ordinary Time Earnings; and
  - (b) 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.
- 34.2 The Employer shall participate in accordance with the trust deeds of the Funds.
- 34.3 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the Funds and shall forward the completed membership forms to the selected Fund within 28 days.
- 34.4 In the event that that an Employee has not completed a membership form within 28 days of commencing employment, the Employer shall forward contributions and Employee details to HESTA (Default Fund). The Default Fund offers a MySuper product.
- 34.5 The Employer may make contributions to the Fund over and above any contributions required by subclause 34.1 in accordance with a valid written salary sacrifice agreement between the Employer and the relevant Employee in the form determined by the Employer from time to time and in accordance with any relevant policy that may be established by the Employer from time to time.
- 34.6 Where an Employer makes contributions to the Fund on behalf of the relevant Employee in accordance with subclause 34.5, any contributions required by subclause 34.1 shall be based on the relevant Employee's Ordinary Time Earnings as determined immediately before entering into a salary sacrifice agreement under subclause 34.5.
- 34.7 The name of the relevant Fund and the amount of contributions paid in accordance with subclause 34.1 shall be included in pay slips provided by the Employer to each Employee.

## **35 TERMINATING EMPLOYMENT (DURING PROBATION PERIOD)**

- 35.1 This clause 35 does not apply to casual employees or employees serving a probationary period.
- 35.2 Where an employee is serving a probationary period, either party may end the employment by giving the other party 1 week's notice in writing.
- 35.3 Alternatively, Regis may terminate the employment with less than 1 week's notice, as long as it pays the employee the difference in pay between the notice period actually given (if any) and a week's pay (as if the full notice period had been given).

## **36 TERMINATING EMPLOYMENT (AFTER PROBATION PERIOD)**

- 36.1 This clause 36 does not apply to casual employees or employees serving a probationary period.
- 36.2 An Employee may resign from their employment by giving notice. The amount of notice required to be given by the Employer and Employee is based upon the Employee's period of continuous service in accordance with the following table:

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

- 36.3 The employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination and of the amount prescribed in the above table.
- 36.4 In clause 36.2 and the table herein continuous service has the same meaning as in s.117 of the Act.
- 36.5 In addition to the notice in clause 36.2, Employees over 45 years old who have completed at least 2 years' continuous service with the Employer at the end of the day the notice is given shall be entitled to an additional week's notice. The notice required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.
- 36.6 Employment may be terminated by payment in lieu of notice or the provision of part of the period of notice specified and part payment in lieu thereof.
- 36.7 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:

- 36.7.1 the ordinary working hours to be worked by the Employee; and



- 36.7.2 the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- 36.7.3 any other amounts payable under the Employee's employment contract.
- 36.8 If an Employee who is at least 18 years old and does not give the period of notice required under clause 36.2 and the table therein then the Employer may deduct from wages due to the Employee an amount that is no more than one week's wages for the employee.
- 36.9 If the employer has agreed to a shorter period of notice than that required under clause 36.2 and the table therein, then no deduction can be made under clause 36.8.
- 36.10 Any deduction made under clause 36.8 must not be unreasonable in the circumstances.
- 36.11 In the case of casual Employees the notice period is one hour for the Employer and Employee.
- 36.12 **Job search entitlement**
- 36.12.1 Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- 36.12.2 The time off under clause 36.12 is to be taken at times that are convenient to the employee after consultation with the Employer.
- 36.13 **Abandonment of Employment**
- 36.13.1 Where an Employee is absent from work for a continuous period of five working days without notification to the Employer and the Employer has made reasonable attempts to contact the Employee, the Employer shall be entitled to inform the Employee by written correspondence that unless the Employee provides a satisfactory explanation for her or his absence within five days of the Employer issuing a request for the Employee to make contact, the Employee will be considered to have abandoned their employment.
- 36.13.2 In the event the Employer decides to terminate the employment of any Employee deemed by clause 36.13.1 of the Agreement to have abandoned their employment, it will provide notice of termination in accordance with clauses 35 and 36.4 of the Agreement.

## **37 TERMINATION WITHOUT NOTICE**

- 37.1 The Employer may terminate an Employee's employment without giving notice if the Employee's conduct amounts to serious misconduct or the Employee engages in any other conduct which justifies summary dismissal at law.

## **38 REDUNDANCY**

### **38.1 Transfer to lower paid duties**

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

## **38.2 Amount of Redundancy Pay**

38.2.1 The amount of the Redundancy Pay payable to an Employee in the event of Redundancy is calculated according to the Employee's period of continuous service with the Employer.

38.2.2 Where the Employee is under 45 years of age, the Employer shall pay the Employee in accordance with the following scale:

<b>Minimum Years of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 Weeks' Pay
2 years and less than 3 years	7 Weeks' Pay
3 years and less than 4 years	10 Weeks' Pay
4 years and less than 5 years	12 Weeks' Pay
5 years and less than 6 years	14 Weeks' Pay
6 years and over	16 Weeks' Pay

38.2.3 Where the Employee is 45 years of age or over, the Employer shall pay the Employee in accordance with the following scale:

<b>Minimum Years of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	5 Weeks' Pay
2 years and less than 3 years	8.75 Weeks' Pay
3 years and less than 4 years	12.5 Weeks' Pay
4 years and less than 5 years	15 Weeks' Pay
5 years and less than 6 years	17.5 Weeks' Pay
6 years and over	20 Weeks' Pay

## **38.3 Employee leaving during notice period**

38.3.1 An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 36 – Termination with Notice. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause 35 had they remained employed with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

## **38.4 Job search entitlement**

38.4.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

38.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the

employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

38.4.3 This entitlement applies instead of clause 36.12.

### **38.5 Alternative employment**

38.5.1 Where a position is identified as Redundant and the Employer offers the Employee a suitable alternative position the Employee is not entitled to any Redundancy Pay. A suitable alternative position is defined as a position similar to the Employee's previous role, that the Employee has the skills to undertake and that is within reasonable proximity to their existing workplace.

### **38.6 Employees exempted**

38.6.1 This clause does not apply:

- (a) where an Employee's employment is terminated for any reason other than Redundancy;
- (b) to Employees engaged for a specific period of time or for a specified task or tasks; or
- (c) to casual Employees.

### **38.7 Transfer of business**

38.7.1 An Employee is not entitled to Redundancy Pay in relation to the termination of their employment by the Employer where:

- (a) 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
- (b) the Employee rejects an offer of employment with the new employer that:
  - (i) is on terms and conditions substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the Employer; and
  - (ii) recognises the period of service which the Employee had with the Employer to be service of the Employee with the new employer; and
  - (iii) 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.

## **39 CEREMONIAL LEAVE**

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

## **40 COMMUNITY SERVICE LEAVE**

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

## **41 SPECIAL DISASTER LEAVE**

- 41.1 All Permanent Employees are entitled to two days per calendar year Special Disaster Leave when as a result of a Natural Disaster being declared in the specific area they live, they are unable to attend work as a direct result of their place of residence being under eminent threat of major damage, the lives of their Immediate Family or household are threatened or they unable to get to their place of work due to the formal closure of a road(s) and no alternative travel route being available.
- 41.2 This Special Disaster Leave is non-cumulative and is approved at the sole discretion of the Facility Manager.

## **42 UNION TRAINING LEAVE**

- 42.1 Employees who are hold positions as union delegates will be entitled to 2 days paid training leave per annum (non-cumulative) to attend training provided by their union on the basis that the training is directly related to their development in the aged care field. This training may also include dispute resolution training.
- 42.2 Union training leave is part of and not in addition to Professional Development Leave, detailed in clause 32.
- 42.3 Employees will be paid for any training that they attend at their ordinary rate of pay.
- 42.4 Only one Employee per facility may be granted paid time to attend the union training at any one time.
- 42.5 In the event that the training occurs on an Employee's rostered day off, the Employer is not liable for any additional wages for that day.
- 42.6 Employees must apply for training under this clause by formal application to the Employer at least one month prior to the scheduled training and the Employer shall respond with its decision within one fortnight from receipt of the application.

## **43 JURY SERVICE**

- 43.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 43.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.

- 43.3 Employees shall notify their Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 43.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- 43.5 For the purposes of this clause, '**Ordinary pay**' means the ordinary rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week. For the avoidance of doubt, '**Ordinary pay**' excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **44 WORKLOAD MANAGEMENT**

- 44.1 The parties to this agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident care.
- 44.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (b) If a solution still cannot be identified and implemented, the matter should be referred in writing to the Facility Manager for further discussion. The Facility Manager will respond within 3 business days.
  - (c) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion. The senior manager will respond within a further 4 business days.
  - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Employees.
- 44.3 Workload management should be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should take into consideration the following factors (but not limited to):
- (a) clinical assessment of residents' needs;
  - (b) the demand of the environment such as facility layout;
  - (c) statutory obligation, (including, but not limited to, workplace health and safety legislation);
  - (d) the requirements of nurse regulatory legislation;

- (e) reasonable workloads;
- (f) accreditation standards;
- (g) budgetary considerations; and
- (h) occupancy levels and hospital leave

44.4 If the issue is still unresolved, the Employee/s may advance the matter through clause 41- Dispute Resolution Procedure with the exception of referring the matter to the FWC for arbitration, which may only occur by mutual agreement of the Employer and the relevant parties to this Agreement.

## **45 DISPUTE RESOLUTION PROCEDURE**

45.1 In relation to any matter that may be in dispute between the parties to this Agreement or a dispute in relation to the National Employment Standards, except matters relating to the actual or threatened termination of employment of an Employee (the matter), the parties agree to adopt the process outlined in this clause.

45.2 In the first instance, the parties will attempt to resolve the matter at the workplace level, including, but not limited to:

- (a) the Employee and the Employee's supervisor meeting and conferring on the matter in a timely manner; and
- (b) if the matter is not resolved at such a meeting, the parties arranging further discussions involving some senior levels of management (as appropriate).

45.3 In the event that the preceding steps fail to resolve the dispute, any party to this Agreement may refer the dispute to FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

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

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

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

45.7 The parties acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter under this dispute resolution procedure.

45.8 The parties agree that if either party refers the matter to alternative dispute resolution, both parties will participate in the alternative dispute resolution process in good faith.

- 45.9 The parties agree that during the time when the parties are attempting to resolve the matter:
- (a) the Employee/s will continue to work in accordance with their contract of employment unless the Employee or Employees have a reasonable concern about an imminent risk to their health or safety; and
  - (b) subject to relevant provisions of any applicable occupational health and safety law, even if an Employee has a reasonable concern about an imminent risk to their health or safety, the Employee must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
  - (c) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

## **46 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

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

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

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

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

- 46.3 The Employer will ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employer and Employee;
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;

- (d) includes details of:
  - (i) the terms of this Agreement that will be varied;
  - (ii) how the arrangement will vary the effect of the terms;
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (iv) the day on which the arrangement commences.

46.4 The Employer will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

46.5 A copy of the individual flexibility arrangement will also be kept as part of the Employer's records.

46.6 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving 28 days written notice to the other party to the arrangement; or
- (b) by written agreement at any time.

## **47 HEALTH AND SAFETY**

47.1 The Employer and Employees acknowledge their responsibilities under the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2012 (**WHS Legislation**)

47.2 Where there is a Work Health and Safety Representative (**WHS Representative**) they must be elected by the Employees.

47.3 The elected WHS Representative and will carry out the tasks associated with the role of WHS Representative set out within the WHS Legislation.

47.4 It is the responsibility of each Employee to ensure at all times they conduct themselves in a manner that does not create a risk to the health, safety and welfare of others, including other employees of the Employer, residents and any other person at the workplace.

47.5 It is the Employer's and Employees' responsibility that the highest standard of care is afforded to residents. Employees suspected to be under the influence of drugs or alcohol should not be permitted on the premises and should be immediately removed from the facility. Where an Employee is suspected of being under the influence of drugs or alcohol while on site or during work hours, the Employer has the right to request an Employee submit to a blood/alcohol test.

## **48 AMENITIES**

48.1 The minimum standards as set out in relevant legislation shall be met in the provision of amenities to Employees.

48.2 Such amenities may include:

- (a) Employee designated toilets and access to showers;



- (b) lockers;
- (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining;
- (d) utensils; and
- (e) sanitary conveniences.

## **49 CHANGES TO THE AGREEMENT**

- 49.1 If changes need to be made to this Agreement, they must first be discussed between the Employer and Employees, and the Employees' nominated representative (if one is nominated). The Agreement can only be varied in accordance with the Act.

## **50 AVAILABILITY OF AGREEMENT**

- 50.1 A copy of this Agreement and the National Employment Standards shall be made available in the workplace.

*Brett Holmes*

Brett Howard Holmes  
Branch Secretary  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*O'Bray Smith*

O'Bray Smith  
President  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



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GERARD HAYES

**Secretary HSU NSW Branch**

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 24/12/19

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

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

  
Signature

LINDA MELLORS  
Name

MANAGING DIRECTOR +  
Position CEO

C/- 615 DANDENONG RD  
Address ARMADALE

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

MANAGING DIRECTOR + CEO of REGIS AGED CARE P/L

Signed on the 20<sup>th</sup> day of December 2019

## APPENDIX 1 – RATES OF PAY AND ALLOWANCES

**Table 1 – Rates of Pay – Nursing Care Employee Classifications**

### NSW Enterprise Agreement : Table 1 – Rates of Pay – Nursing Care Employee classifications

The following pay rates and allowances come into effect from the first pay period on or after 1 October 2019.

Classifications	1-Oct-18	1-Jul-19	1-Oct-19	1-Oct-20	1-Oct-21
	2.00%	3% (where applicable)	3% (min)	2.75%	2.50%
<b>Assistant In Nursing</b>					
Over 18 – 1 <sup>st</sup> Year (Unqualified)	\$21.07	\$21.28	\$21.91	\$22.51	\$23.07
Over 18 – 2 <sup>nd</sup> Year (Unqualified)	\$21.42	\$21.63	\$22.27	\$22.88	\$23.45
Over 18 – 3 <sup>rd</sup> Year (Unqualified)	n/a	\$21.99	\$22.65	\$23.27	\$23.85
Cert III Aged Care Qualified - 1 <sup>st</sup> Year	\$22.48	\$22.70	\$23.38	\$24.02	\$24.62
Cert III Aged Care Qualified - 2 <sup>nd</sup> Year	\$22.48	\$22.70	\$23.43	\$24.07	\$24.67
Cert III Aged Care Qualified - 3 <sup>rd</sup> Year & thereafter	\$22.48	\$22.70	\$23.60	\$24.24	\$24.84
Senior AIN (\$1 an hour difference)	\$23.89		\$24.60	\$25.27	\$25.90
<b>Enrolled Nurses</b>					
Enrolled Nurse - 1st Year	\$25.05		\$25.80	\$26.50	\$27.16
Enrolled Nurse - 2nd Year	\$25.54		\$26.30	\$27.02	\$27.69
Enrolled Nurse - 3rd Year	\$25.88		\$26.65	\$27.38	\$28.06
Enrolled Nurse - 4th Year	\$26.40		\$27.19	\$27.93	\$28.62
Enrolled Nurse - Thereafter	\$26.90		\$27.70	\$28.46	\$29.17
Enrolled Nurse Specialist	\$27.56		\$28.38	\$29.16	\$29.88
<b>Registered Nurses</b>					
Graduate Nurse	\$28.65		\$29.50	\$30.31	\$31.06
Level 1 - Step 1	\$30.21		\$31.11	\$31.96	\$32.75
Level 1 – Step 2	\$32.35		\$33.32	\$34.23	\$35.08
Level 2 – Step 1	\$33.88		\$34.89	\$35.84	\$36.73
Level 2 – Step 2	\$35.07		\$36.12	\$37.11	\$38.03
Level 2 – Step 3	\$36.28		\$37.36	\$38.38	\$39.33
Level 3 – Step 1	\$37.47		\$38.59	\$39.65	\$40.64
Level 3 – Step 2	\$38.59		\$39.74	\$40.83	\$41.85
Level 3 – Step 3	\$39.73		\$40.92	\$42.04	\$43.09
Level 3 – Step 4	\$40.91		\$42.13	\$43.28	\$44.36

**Table 2 – Nursing Care Employee Allowances**

Items	Allowances	Effective Date				Units
		Current	1-Oct-19	1-Oct-20	1-Oct-21	
			3.00%	2.75%	2.50%	
1	In charge nursing home day, evening or night under 100 beds	\$24.24	\$24.96	\$25.64	\$26.28	per shift*
2	In charge nursing home day, evening or night 100-149 beds	\$39.06	\$40.22	\$41.32	\$42.35	per shift*
3	On call	\$21.61	\$22.25	\$22.86	\$23.43	per 24 hours or part thereof
4	On call - rostered day off	\$43.20	\$44.49	\$45.71	\$46.85	per 24 hours or part thereof
5	On call during meal break	\$11.69	\$12.04	\$12.37	\$12.67	per period
6	Vehicle Travelling Allowance	\$0.85	\$0.87	\$0.89	\$0.91	cents per km
7	Overtime - Breakfast	\$16.74	\$17.24	\$17.71	\$18.15	per meal
8	Overtime - Lunch	\$21.66	\$22.31	\$22.92	\$23.49	per meal
9	Overtime - Evening Meal	\$31.59	\$32.53	\$33.42	\$34.25	per meal
10	Laundry allowance - nursing-care staff	\$0.37	\$0.38	\$0.39	\$0.39	per shift
11	Continuing Education Allowance	\$0.00	\$0.00	\$0.00	\$0.00	
12	Registered Nurse (Post Graduate Certificate)	\$21.68	\$22.33	\$22.94	\$23.51	per week
13	Registered Nurse (Post Graduate Diploma or Degree))	\$36.12	\$37.20	\$38.22	\$39.17	per week
14	Registered Nurse (Masters Degree or Doctorate)	\$43.35	\$44.65	\$45.87	\$47.01	per week
15	Enrolled Nurse	\$14.45	\$14.88	\$15.28	\$15.66	per week
16	Broken Shift (hours or ordinary pay)	0.5 hrs	0.5 hrs	0.5 hrs	0.5 hrs	per shift

**The allowances set out in Table 2 above will increase with effect from the first full pay period on or after 1 October 2019 each year and on 1 October each year thereafter during the life of the Agreement.**

\*A Registered Nurse employed at the time that this Agreement came into effect and who was in receipt of the 'In Charge' allowances for being in charge during the day, evening or night will continue to be paid the allowance for all shifts worked in charge of the facility as set out in Items 1 and 2 of Table 2 of Appendix 1 for the duration of this Agreement.

**Table 3 – Rates of Pay – Aged Care Employee Classifications**

Roles	Classifications	1-Oct-18	1-Jul-19	1-Oct-19	1-Oct-20	1-Oct-21
		2.00%	3.00%	3.00%	2.75%	2.50%
Not applicable	Aged Care Employee Level 1	\$20.52	\$20.73	\$21.35	\$21.93	\$22.47
Food Services Assistant	Aged Care Level 2.1	\$21.38	\$21.58	\$22.22	\$22.83	\$23.40
Laundry Cleaner	Aged Care Level 2.2	\$21.38	\$21.58	\$22.28	\$22.89	\$23.46
Gardener (unqualified)	Aged Care Level 2.3	\$21.38	\$21.58	\$22.44	\$23.05	\$23.62
Bus driver						
Receptionist (less than 2 years experience)	Aged Care Level 3.1	\$22.21	\$22.43	\$23.10	\$23.73	\$24.32
Cook (unqualified)	Aged Care Level 3.2	\$22.21	\$22.43	\$23.15	\$23.78	\$24.37
Bus Driver w. St John Ambulance First Aid						
Cleaner	Aged Care Level 3.3	\$22.21	\$22.43	\$23.32	\$23.96	\$24.55
Lifestyle Assistant (unqualified)						
Bus Driver > 3 tonne w St John Ambulance First Aid	Aged Care Level 4.1	\$22.48	\$22.70	\$23.38	\$24.02	\$24.62
Laundry/ Cleaning Supervisor	Aged Care Level 4.2	\$22.48	\$22.70	\$23.43	\$24.07	\$24.67
Cook (qualified)						
Senior Cook (qualified)	Aged Care Level 5.1	\$23.23	\$23.47	\$24.17	\$24.83	\$25.45
Lifestyle Assistant (Cert IV qualified)						
Receptionist (more than 2 years experience)	Aged Care Level 5.2	\$23.52	\$23.47	\$24.23	\$24.89	\$25.51
Maintenance Officer	Aged Care Level 6.1	\$24.49	\$24.73	\$25.47	\$26.17	\$26.82
Lifestyle Coordinator (unqualified)	Aged Care Level 6.2	\$24.49	\$24.73	\$25.53	\$26.23	\$26.88
Office Coordinator	Aged Care Level 7.1	\$26.52	\$26.52	\$27.31	\$28.06	\$28.76
Lifestyle Coordinator (Cert IV Qualified)						
Chef (Qualified)	Aged Care Level 7.2	\$27.06	\$27.06	\$27.93	\$28.69	\$29.40

**Table 4 –Aged Care Employee Allowances**

ITEM	ALLOWANCES	Current	1-Oct-19	1-Oct-20	1-Oct-21	
			3.00%	2.75%	2.50%	
1	Broken Shift	0.50	0.52	0.53	0.54	hours per shift
2	Overtime - Breakfast	\$14.10	\$14.52	\$14.92	\$15.29	per meal
3	Overtime - Luncheon	\$18.24	\$18.79	\$19.31	\$19.79	per meal
4	Overtime - Evening Meal	\$26.61	\$27.41	\$28.16	\$28.86	per meal
5	Overtime - recall use of own vehicle	\$0.42	\$0.43	\$0.44	\$0.45	per km
6	On Call Allowance	\$16.17	\$16.65	\$17.11	\$17.54	per day (24 hours)
7	Nauseous Linen Allowance	\$0.35	\$0.36	\$0.37	\$0.38	per hour
8	Vehicle Travelling Allowance	\$0.85	\$0.87	\$0.89	\$0.91	cents per km
9	Leading Hand Allowance - in charge 2-5 employees	\$26.36	\$27.15	\$27.90	\$28.60	per week
10	Leading Hand Allowance - in charge 6-10 employees	\$37.67	\$38.80	\$39.87	\$40.87	per week
11	Leading Hand Allowance - in charge 11-15 employees	\$47.58	\$49.00	\$50.35	\$51.61	per week
12	Leading Hand Allowance - in charge 16-19 employees	\$58.23	\$59.98	\$61.63	\$63.17	per week
13	Laundry Allowance - Uniform	\$0.37	\$0.38	\$0.39	\$0.40	per shift
14	Work of a dirty or offensive nature	\$0.62	\$0.64	\$0.66	\$0.68	per hour

The allowances set out in Table 4 above will increase with effect from the first full pay period on or after 1 October 2019 and each year thereafter on 1 October during the life of the Agreement.



**Table 5 – Rates of Pay – Home Support Workers**

Classifications	1-Jul-19	1-Oct-19	1-Oct-20	1-Oct-21
	SCHADS Award	3.00%	2.75%	2.50%
<b>Home Support Worker</b>				
Home Support Worker Level 1 - pay point 1	\$20.98	\$21.61	\$22.20	\$22.76
Home Support Worker Level 2 - pay point 1	\$22.24	\$22.91	\$23.54	\$24.13
Home Support Worker Level 2 - pay point 2	\$22.39	\$23.06	\$23.69	\$24.28
Home Support Worker Level 3 - pay point 1	\$22.70	\$23.38	\$24.02	\$24.62
Home Support Worker Level 3 - pay point 2	\$23.39	\$24.09	\$24.75	\$25.37
Home Support Worker Level 4 - pay point 1	\$24.76	\$25.50	\$26.20	\$26.86
Home Support Worker Level 4 - pay point 2	\$25.26	\$26.02	\$26.74	\$27.41
Home Support Worker Level 5 - pay point 1	\$26.55	\$27.35	\$28.10	\$28.80
Home Support Worker Level 5 - pay point 2	\$27.59	\$28.42	\$29.20	\$29.93

**Table 6 –Home Support Workers Allowances**

Allowances	Current	1-Oct-19	1-Oct-20	1-Oct-21
		3.00%	2.75%	2.50%
Meal Allowances	\$13.29	\$13.69	\$14.07	\$14.42
Laundry Allowance (p/shift up to max. of \$1.49 pw)	\$0.32	\$0.33	\$0.34	\$0.35
Laundry Allowance (per week)	\$1.49	\$1.53	\$1.57	\$1.61

**The allowances set out in Table 6 above will increase with effect from the first full pay period on or after 1 October each year during the life of the Agreement.**

## APPENDIX 2 – NURSES CLASSIFICATIONS

### Nursing-Care Classifications & Recognition of Service and Experience

#### Assistant in Nursing

**“Assistant in Nursing” means** an Employee, other than one registered by the Nursing and Midwifery Board of Australia (NMBA) whose substantial employment involves:

- (i) giving assistance and care to a person who is unable to maintain their bodily needs without frequent assistance;
- (ii) carrying out tasks which are directly related to the maintenance of a person’s bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- (iii) assisting a registered nurse or an enrolled nurse.

For the avoidance of doubt an Employee studying or training to be a Registered or Enrolled Nurse will after 12 months be considered the equivalent of a Assistant in Nursing Employee Certificate III Aged Care Qualified – 1<sup>st</sup> Year.

#### Senior Assistant in Nursing Requirements

An Employee appointed to the role of Senior Assistant in Nursing will be classified at Senior AIN Level and shall perform work above and beyond the skills of Assistant in Nursing described in Appendix 2 and shall have obtained proficiency and continuously demonstrates the capabilities to perform at this level.

An Employee at this level is required to:

- (a) Take on the responsibility to coach and mentor other staff. The Employee is expected to have the capacity to deliver at least two significant skill development/in service training requirements, such as Emergency Response, Resident Lifting, etc. and/or active involvement in the Health Safety and Environmental Committee as the Facility Representation.
- (b) Undertake the formal induction and buddying of all new entrants to the Facility through provision of full support and guidance during the three month ‘on boarding’ process to the required level established by the Employer.
- (c) Exercise discretion and decision making responsibility within their level of skill and training.
- (d) Work capably both under direct or indirect supervision.
- (e) Most likely have a Certificate IV in Aged Care.

#### Senior Assistant in Nursing Criteria

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

The following criteria are some of the capability criteria expected:

- (a) demonstrated interest and the required attributes of being a buddy;

- (b) demonstrated high standards of work practice;
- (c) demonstrated ability to socialise new staff into the workplace;
- (d) demonstrated participation in or commitment to coaching and guiding the work performance of peers;
- (e) demonstrated commitment to the enhancement or development of leadership skills; and
- (f) minimum of 2 years working with the Employer.

Notwithstanding the criteria and qualifications set out above, appointment of an Employee to this grade is at the discretion of the Employer.

## **Enrolled Nurse**

**Enrolled Nurse** means a person enrolled by the Board as such.

### **Enrolled Nurse – Year 1**

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

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

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

### **Skill indicators**

- (a) The employee has limited or no practical experience of current situations; and
- (b) The employee exercises limited discretionary judgment, not yet developed by practical experience.

### **Enrolled Nurse — Year 2**

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

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

- (a) having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
- (b) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and

- (c) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

#### **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- (a) a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- (b) an ability to relate theoretical concepts to practice; and/or
- (c) requiring assistance in complex situations and in determining priorities.

#### **Enrolled Nurse — Year 3**

Pay point 3 refers to the pay point to which an EN has been appointed.

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

- (a) not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- (b) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

#### **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- (a) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- (b) observation and assessment skills to recognise and report deviations from stable conditions;
- (c) flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- (d) communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

#### **Enrolled Nurse — Year 4**

Pay point 4 refers to the pay point to which an EN has been appointed.

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

- (a) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and

- (b) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

**Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- (a) speed and flexibility in accurate decision making;
- (b) organisation of own workload and ability to set own priorities with minimal direct supervision;
- (c) observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- (d) communication and interpersonal skills to meet psychosocial needs of individual/groups.

**Enrolled Nurse — Year 5**

Pay point 5 refers to the pay point to which an EN has been appointed.

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

- (a) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- (b) the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

**Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- (a) contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- (b) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- (c) efficiency and sound judgment in identifying situations requiring assistance from an RN.

**Enrolled Nurse Specialist** means an Enrolled Nurse with an advanced certificate qualification and a minimum of two years full time equivalent post enrolment experience who undertakes additional responsibility for provision of services and demonstrates professional capability as determined by the Employer.

Such responsibility includes but not limited to;

- (a) the orientation and induction and ongoing support of professional practice development of new employees designated as EEN/EN or AiN

- (b) ongoing training and development of staff in key areas of practice including but not limited to continence management, skin care management, behaviour management and falls prevention
- (c) the implementation, monitoring and evaluation of systems in the residential aged care facility pertinent to resident care to assist the RN in areas including continence management, skin care management, behaviour management and falls prevention

An Endorsed Enrolled Nurse and an Enrolled Nurse will achieve Endorsed Enrolled Nurse Specialist status on a personal basis by being required by the Residential Aged Care Facility to provide the additional areas of responsibility as detailed above.

## **Registered Nurses**

A Registered Nurse (RN) shall perform nursing care within the scope of practice of the RN, which is determined by the Nursing and Midwifery Board of Australia. A RN will comply with any professional standards and guidelines relevant to the practice setting.

The RN ensures that an Assistant in Nursing and/or the Enrolled Nurse does not provide care unless the Assistant in Nursing and/or the Enrolled Nurse has demonstrated to the RN that he/she can provide the episode of care safely and competently. The RN on any given shift is accountable for ensuring that delegated nursing care is in keeping with professional standards and guidelines and within the demonstrated competence of that staff member providing that care. The RN will monitor and evaluate the outcomes of all delegated care.

## **Graduate Nurse**

A Graduate Nurse will commence at the Graduate pay scale and on completion of the graduate year will progress to Level 1 – 1st step and after completion of a further year of service will progress to Level 1 – 2nd step.

### **1. Registered Nurse – Level 1**

This Registered Nurse is the second Registered Nurse on duty and seeks guidance from more senior Registered Nurse on duty of a higher classification.

- 1.1 An Employee appointed to this level shall have obtained proficiency and qualifications necessary to perform work at this level. An Employee at this level shall usually work under the direct or indirect supervision of a more experienced Registered Nurse yet still perform work in accordance within the Nursing and Midwifery Board of Australia competencies.
- 1.2 An Employee at this level is required to:
  - (a) be registered by the Australian Health Practitioner Regulation Agency;
  - (b) work under general guidance of a RN in a higher classification;
  - (c) exercise discretion and decision making responsibility within their level of skill, scope of practice and training;
  - (d) provide and maintain all documentation as required;
  - (e) provide residents with information that will assist them to make choices;

- (f) work consistently within the Quality Aged Care Standards;
- (g) undertake assessments of residents' needs and effectively prescribe care regimes; and
- (h) administer prescribed care within their scope of practice to residents

## **2. Registered Nurse – Level 2**

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

The Registered Nurse at this level usually would work with or under the direction of the Clinical Manager(s) who provides oversight and direction to the criteria below.

- 3.2 An Employee at this level is required to:

- (a) provide direct and individualised nursing care to residents on a shift by shift basis in a defined clinical area;
- (b) assess individual resident needs, plan and implement or coordinate appropriate service delivery from a range of accepted options;
- (c) plan and coordinate services with other disciplines or agencies in meeting individual's health care needs;
- (d) complete residents care plan assessments on admission;
- (e) participate in quality assurance activities within practice setting'
- (f) contribute to resident safety, risk minimisation and safe work activities within the practice setting;
- (g) ensure medication is managed in accordance to the Employer's policies and procedures and complies with relevant legislative acts and any delegated administration activities complies with the delegation principles and within other health care workers scope of practice
- (h) be responsible for the proficient overall supervision of all nursing staff, their designated duties, performance expectations, performance reviews and performance management as required;
- (i) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
- (j) use foundation theoretical knowledge and evidence-based guidelines and apply these to a range of activities to achieve agreed resident care outcomes;
- (k) practice as a Registered Nurse within a nursing model established to support resident centred care;



- (l) contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
- (m) review assessments and recommendations from less experienced Registered Nurses, Enrolled Nurses and Assistants in Nursing;
- (n) provide support and guidance to newer or less experienced Registered Nurses, Enrolled Nurses and Assistants in Nursing;
- (o) support nursing practice learning experiences for students undertaking clinical placement, orientation for new staff and preceptorship of graduates; and
- (p) continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

### **3. Registered Nurse – Level 3**

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

The Registered Nurse at this level usually would be the most senior Registered Nurse on duty and work as in charge of the Facility after business hours (evening duty, night duty and weekends) in the absence of, but would fulfil any directions from the Clinical Manager(s), who fully meets the criteria below.

3.2 An Employee at this level is required to:

- (a) provide high levels of individualised clinical nursing care and/or individual case management to residents in a defined clinical area;
- (b) complete residents' care plan assessments on admission;
- (c) assess residents' holistic care needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care to all relevant parties;
- (d) oversee the provision of nursing care within their designated area of accountability through effective delegation of all tasks to be completed on the shift;
- (e) plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs;
- (f) ensure the safe management of medications in line with policy, process and legislative obligations;
- (g) be responsible for the proficient overall supervision of staff, their designated duties, performance expectations, performance reviews and performance management as required;

- (h) monitor resident care plans and participate in clinical auditing as required to ensure appropriate resident care outcomes are achieved on a daily basis;
- (i) demonstrate a promote a risk minimisation approach to all practice and support implementation and maintenance of systems to protect resident's and staff;
- (j) integrate advanced theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed resident care outcomes;
- (k) work in accordance with the Employer's clinical systems policies and procedures;
- (l) work within and promote a nursing model of resident centred care model of partnership and support;
- (m) act to resolve all local and/or immediate nursing care or service delivery problems within their control;
- (n) be part of, and committed to improvement activities – the Continuous Improvement process;
- (o) encourage and promote a working environment that promotes harmony
- (p) contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts;
- (q) develop and maintain a learning environment, taking a leadership and coaching role to team and individuals capability development;
- (r) work with the Employer's nursing leadership team to attain consistency of nursing practice standards;
- (s) participate in clinical consultations, overseeing learning experiences, and goal setting for new staff and staff with less experience
- (t) manage all resident incidents including investigating resident complaints, incidents and accidents and escalate as appropriate in accordance with the Employer's procedures;
- (u) act as a resource person based on knowledge, experience and skill;
- (v) manage out of ordinary incidents by contacting appropriate personnel or authorities related to equipment failure, emergency situation, property damage or storms; and
- (w) manage their own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

3.3 In addition to the foregoing, the Employee may:

- (a) as required, provide prospective residents with a detailed overview of all services and programs and put them in touch with the right personnel;
- (b) be required to participate in and/or provide clinical input and/or research;

- (c) manage staffing and staff attendance by organising replacement staff, rostering and work allocation;
- (d) be required to undertake a specific activity and/or portfolio to fully support the Facility's delivery of quality care; and
- (e) undertake and oversee the quality of non-clinical aspects of the Facility; cleaning, laundry, catering, lifestyle and relevant administration functions.

Upon commencement of this agreement, no Employee's base rate of pay shall be reduced as a result of the implementation of the above Nursing Classifications.

## **APPENDIX 3 –AGED CARE EMPLOYEE CLASSIFICATIONS**

### **Aged Care Classifications & Recognition of Service and Experience**

#### **B.1 Aged Care Employee- Level 1**

##### **Entry level:**

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

An Employee at this level:

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

Indicative tasks performed at this level are:

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

#### **B.2 Aged Care Employee – Level 2**

An Employee at this level:

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

Indicative tasks performed at this level are:

- Food Services Assistant
- Laundry hand
- Cleaner
- Gardener (non-trade/unqualified)
- Maintenance/Handyperson (unqualified)
- Driver (less than 3 ton)

#### **B.3 Aged Care Employee - Level 3**

An Employee at this level:

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

Indicative tasks performed at this level are:

- Diversional Therapist (Lifestyle officer) (Not qualified)
- Cook (non trade)
- Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate
- Cleaner

#### **B.4 Aged Care Employee - Level 4**

An Employee at this level:

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

Indicative tasks performed at this level are:

- Senior cook (trade)
- Maintenance/Handyperson (qualified) Driver (3 ton and over)
- Gardener (trade or TAFE Certificate III or above)

#### **B.5 Aged Care Employee – Level 5**

An Employee at this level:

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

- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- Diversional Therapist (Certificate IV Qualified)

## **B.6 Aged Care Employee - Level 6**

An Employee at this level:

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

Indicative tasks performed at this level are:

- Maintenance Officer

## **B.7 Aged Care Employee - Level 7**

An Employee at this level:

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

Indicative tasks performed at this level are:

- Reserved

## **APPENDIX 4 – HOME SUPPORT WORKER CLASSIFICATIONS**

### **Home Support Working Classifications & Recognition of Service and Experience**

#### **HOME SUPPORT WORKER**

##### **Home Support Worker Level 1**

A position in this level has the following characteristics:

- A person appointed to this position will have less than 12 months' experience in the industry.

##### Accountability and extent of authority

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

##### Judgment and decision-making

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

##### Specialist knowledge and skills

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

##### Interpersonal skills

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

##### Qualifications and experience

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

##### **Home Support Worker Level 2**

##### Accountability and extent of authority

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

##### Judgment and decision-making

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

#### Specialist knowledge and skills

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

#### Interpersonal skills

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

#### Qualifications and experience

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

### **Home Support Worker Level 3**

A position in this level has the following characteristics:

#### Accountability and extent of authority

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

#### Judgment and decision-making

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

#### Specialist knowledge and skills

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

#### Interpersonal skills

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

#### Qualifications and experience



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

#### **Home Support Worker Level 4**

A position in this level has the following characteristics:

##### Accountability and extent of authority

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

##### Judgment and decision-making

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

##### Specialist knowledge and skills

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

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

##### Interpersonal skills

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

##### Qualifications and experience

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

#### **Home Support Worker Level 5**

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

##### Accountability and extent of authority

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

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

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

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

#### Judgment and decision-making

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

#### Specialist knowledge and skills

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

#### Management skills

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

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

#### Interpersonal skills

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

#### Qualifications and experience

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

### **Registered Nurse**

Refer to Registered Nurse Rates of Pay at Appendix 1, Table 1 and the Classifications at Appendix 2.

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2020/11

Applicant:  
Regis Aged Care Pty Ltd

### Undertaking- section 190

I, Lee Jeffery, Executive General Manager - People & Culture of Regis Aged Care Pty Ltd ("Regis"), give the following undertakings with respect to the *Regis Aged Care Pty Ltd New South Wales Enterprise Agreement 2018* ("the Agreement"):

1. I have the authority given to me by Regis to provide this undertaking in relation to this application before the Fair Work Commission.
2. Regis undertakes that the Disputes Settlement Term at clause 45.1 of the Agreement will not exclude Disputes relating to the actual or threatened termination of employment of an employee.
3. Regis undertakes that the "Standard Rate" referred to in the On Call Allowance at clause 24.6 is the equivalent of the Ordinary Rate of Pay in the Definitions at clause 3.1 of the Agreement.
4. Regis undertakes that Home Support Workers will not be required to work in circumstances where they would qualify for a uniform, dirty work, first aid; telephone; heat; board & lodging, and on call allowances provided by clause 20 of the *Social, Community, Home Care and Disability Services Award 2010*.
5. Regis undertakes that Aged Care Employees will not be required to work in circumstances where they would qualify for a leading hand; tool; or first aid allowance provided by clause 15 of the *Aged Care Award 2010*.
6. Regis undertakes to obtain consent in writing (which may be by electronic means) from part time Aged Care Employees or Home Support Workers to work hours in excess of the agreed hours contained in their contract of employment.
7. In relation to Clause 30.2 of the Agreement, Regis undertakes that the reference to double time for all time worked on a public holiday will be read and applied as double time and 10%, that is, a loading of 210% for Aged Care Employees and Home Support Workers.
8. Regis undertakes that Clause 16.4.9 regarding the approval of overtime on sleepovers will be deleted and not apply under this Agreement.
9. Regis undertakes that a Home Support Worker is provided with a paid meal break under Clause 15 of the Agreement when at work and having a meal with a client as the Home Support Worker is providing a service to a client pursuant to Clause 16.6.3 (c) of the Agreement.
11. Regis undertakes that broken shifts at clause 13.6 will not exceed a maximum spread of 12 hours. For the avoidance of doubt if any Aged Care or Home Support

Worker broken shift exceeds a 12 hour span all hours worked exceeding the 12 hour span shall be paid at 200%.

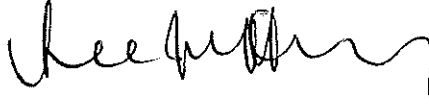
12. Regis undertakes that the provisions with respect to a 10 hour rest period after overtime provided at clause 25.1 (c) of the *Aged Care Award 2010* and at clause 28.3 (a) & (b) of the *Social, Community, Home Care and Disability Services Award 2010* will apply to this Agreement.
13. Regis undertakes that the provisions with respect to rest breaks between rostered shifts provided at clause 25.4 (b) of the *Social, Community, Home Care and Disability Services Award 2010* will apply to this Agreement.
14. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.
15. These undertakings are made according to section 190 of the Act and Regis understands that these undertakings will be taken to be terms of the Agreement, pursuant to section 191 of the Act.

In these undertakings, the terms "Employees", "Aged Care Employees", "Home Support Workers", "Personal Care Assistant", "Enrolled Nurses" and "Registered Nurses" have the meaning given in clause 3.1 of the Agreement.

Employer name: Regis Aged Care Pty Ltd

Authority to sign: Lee Jeffery, Executive General Manager People & Culture

Signature:



Date: 3 March 2020