

FAIR WORK COMMISSION

Matter No: AG2023/391

Applicant: Moran Australia (Residential Aged Care) Pty Limited

UNDERTAKINGS

I, Jennifer Dempsey, Chief Operating Officer, give the following undertakings on behalf of the Applicant employer:

Upon the Commission making the Orders sought in Application AG2023/391, Moran Australia (Residential Aged Care) Pty Limited (Moran) will recognise and otherwise adhere to the following list of additional terms, conditions and entitlements in respect to those employees whose employment transfers to Moran and who, by reason of the Orders, are covered by the *Moran Australia (Residential Aged Care) Pty Limited NSW Enterprise Agreement 2021* (Moran Agreement) in place of the *Presbyterian Aged Care, NSWNMA and HSU NSW Enterprise Agreement 2017-2020* (PAC Agreement) (transferring employees):

1. Moran will recognise the accrued personal/carer's leave, accrued annual leave and service of each transferring employee with the old employer, Presbyterian Aged Care (PAC) for the purposes of service-related entitlements under the Moran Agreement, such that all transferring employees will transfer to employment with Moran with their leave accrual balances as at the transfer date of 1 March 2023 (transfer date). From the date of operation of the orders, transferring employees (save for the 14 employees referred to in paragraph 5 below) will accrue the leave referred to above in accordance with the Moran Agreement.
2. For all transferring employees who, at the transfer date, had the benefit of a remuneration package pursuant to clause 13 of the PAC Agreement, Moran will calculate the value of the benefit in the 12 months prior to the transfer date, and make a fortnightly payment equal to 1/26th of the remuneration package benefit for a period of 18 months. The intent of this undertaking is to ensure that each transferring employee receives the same benefit from their remuneration package that they did in the 12 months prior to the transfer date.
3. For 18 months from the transfer date, Moran will preserve the parental leave entitlement in clause 24 of the PAC Agreement for all transferring employees.



4. For 18 months from the transfer date, Moran will preserve the long service leave entitlements in clause 25 of the PAC Agreement for all transferring employees save for the 14 employees referred to in paragraph 5 below.
5. Moran has identified 14 transferring employees with at least 14.5 years' service with PAC as at the transfer date. Moran will continue to apply the long service leave entitlements in clause 25 of the PAC Agreement to those 14 employees for the remainder of their employment. Moran will notify each of the 14 employees that their long service leave will continue to accrue according to clause 25 of the PAC Agreement.
6. Until the Moran Agreement is replaced by a new agreement, Moran will pay for renewals of police checks for all transferring employees.
7. Until the Moran Agreement is replaced by a new agreement, Moran will publish the roster for transferring employees 14 days in advance.
8. Until the Moran Agreement is replaced by a new agreement, the tea break provisions of the Moran Agreement will apply, save that Moran will allow any employee who works a 7.6 hour shift two separate 10 minute tea breaks in addition to meal breaks.
9. The General Manager and Care Manager, who are transferring employees entitled to the benefit of an Allocated Day Off under subclause 14.4(a) of the PAC Agreement, will be given 5 paid 'Wellness Days' each year in accordance with Moran Policy.



Jennifer Dempsey
Chief Operating Officer
Date: 13 March 2023