



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Unity Care Services Pty Ltd
(AG2021/8497)

AUSTRALIAN UNITY CARE ADMINISTRATION ENTERPRISE AGREEMENT 2022

Aged care industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 12 JANUARY 2021

Application for approval of the Australian Unity Care Administration Enterprise Agreement 2022.

[1] Application has been made for approval of a single enterprise agreement known as the *Australian Unity Care Administration Enterprise Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Australian Unity Care Services Pty Ltd sought to correct a typographical error in the original application, which was not opposed by the bargaining representative. In the circumstances, I am satisfied that the amendment should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[3] Since the application was made, concerns about whether the Agreement passes the “better off overall” test were raised by and with the Commission. Further information was provided and written undertakings were given in accordance with s.190 of the Act (attached at Annexure A (Undertakings)). The bargaining representatives did not oppose the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[4] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, 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.

[5] The Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2), I note that the Agreement covers this organisation.

[6] The Agreement was approved on 12 January 2022 and, in accordance with s.54, will operate from 19 January 2022. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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Annexure A**Annexure A**

10 January 2022

Application for the approval of the Australian Unity Care Administration Enterprise Agreement 2022

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (Act), Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management Pty Ltd, Australian Unity Better Living Services Pty Ltd, Australian Unity Home Care Services Pty Ltd and Better Home Care Pty Ltd (collectively 'Australian Unity') provides the following undertakings in respect of the Care Administration Enterprise Agreement 2022 (the Agreement):

1. Clause 25(a)(ii) On call allowance

- a) If an employee is entitled to an on call allowance in accordance with clause 25 and the on call period commences on a public holiday, the employee will be paid an allowance of \$40.84 for each 24 hour period or part thereof they are on call instead of the allowances provided for in clause 25(a)(i) and 25(a)(ii).

2. Clause 31(b) Minimum shift payment

- a) In relation to clause 31(b) a casual employee will be paid for a minimum of 2 hours for each shift for which they are engaged.

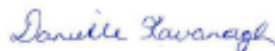
3. Clause 43.2(b) Additional week of leave for shiftworkers

- a) In addition to the criteria for the entitlement to an additional week of annual leave for shiftworkers in clauses 43.2(a)(i) and 43.2(a)(ii), Australian Unity will consider employees who are regularly rostered to work their ordinary hours on a weekend as shiftworkers for the purpose of assessing eligibility for an additional week of annual leave.
- b) For the purpose of this undertaking an employee is regularly rostered to work their ordinary hours on a weekend if the employee is rostered to work one or more ordinary hours shifts in each fortnight, excluding periods of leave, on a Saturday or Sunday.
- c) For the purpose of this undertaking the timing of the assessment and accrual of leave in accordance with clause 43.2(g) will apply where an employee is regularly rostered to work their ordinary hours on a weekend as if the reference to the criteria in clause 43.2(b)(ii) also includes a reference to criteria contained in this undertaking at 3(a).

4. Application of the Agreement to apprentices

Australia Unity will not engage apprentices under this Agreement.

Signed for and on behalf of Australian Unity



Danielle Kavanagh
Head of Workplace Relations

Independent & Assisted Living

Care Administration Enterprise Agreement 2022



Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be a terms of the Agreement. A copy of the undertakings can be found at the end of the Agreement.

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Part 1 – Application and operation

1. Title

- (a) This agreement is known as the Australian Unity Care Administration Enterprise Agreement 2022.

2. Coverage

- (a) This Agreement covers:
- (i) the following Australian Unity employing entities:
 - Australian Unity Care Services Pty Ltd;
 - Australian Unity Retirement Living Management Pty Ltd;
 - Australian Unity Better Living Services Pty Ltd;
 - Australian Unity Home Care Services Pty Ltd;
 - Better Home Care Pty Ltd;
 - (ii) subject to clause (b), employees of Australian Unity who:
 - are covered by either the Social, Community, Home Care and Disability Services Industry Award 2010 or the Aged Care Award 2010; and
 - directly support the provision of care services; and
 - are classified in the classification structure in Appendix 1; and
 - (iii) subject to the Fair Work Commission noting it in its approval decision, the Community and Public Sector Union (CPSF Group) New South Wales Branch.
- (b) This Agreement will not cover an employee of an Australian Unity entity whose substantive role is covered by another enterprise agreement but who is temporarily performing the duties in Appendix 1 for a period of three months or less.

3. Period of operation

- (a) This Agreement will commence operation on 22 February 2022 or seven days after its approval by the Fair Work Commission, whichever is later.
- (b) The nominal expiry date of this Agreement is 30 June 2024.

4. Definitions

- (a) **Australian Unity** means any of the employing entities referred to in clause 2 (Coverage).
- (b) **Base rate of pay** means the individual employee's base hourly rate which may be either:
 - (i) in accordance with the rate of pay in clause 17 (Minimum pay rates); or
 - (ii) a base hourly rate to which the employee is contractually entitled which may be above the relevant rate of pay in clause 17 (Minimum pay rates).
- (c) **Casual loading** means the loading referred to in clause 12(b).
- (d) **Casual rate of pay** means the sum of the casual employee's base rate of pay and the casual loading as calculated on the employee's base rate of pay.
- (e) **Contractual engagement** means to the type of employment contract whether it be a permanent, maximum term or casual contractual engagement.
- (f) **Fair Work Act** means the *Fair Work Act 2009* (Cth).
- (g) **FWC** means the Fair Work Commission.
- (h) **Full rate of pay** means the rate of pay payable to the employee, including all incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, and any other separately identifiable amounts.
- (i) Immediate family means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (j) **Loadings** are amounts calculated on the employee's base rate of pay and added to the base rate of pay for the relevant hours.
- (k) **Maximum term contract of employment** means a contract with a specific end date and an option for either party to terminate the contract prior to specific end date.
- (l) **Minimum contractual hours entitlement** means an entitlement to be offered a minimum number of hours of work in a given period, and that entitlement arises either through an employee's contract of employment or by virtue of this Agreement.
- (m) **NES** means the National Employment Standards provided for in Part 2-2 of the *Fair Work Act 2009* (Cth).
- (n) **Penalty rates** are calculated on the employee's base rate of pay and replace the base rate of pay for the hours to which the penalty rate relates.

5. Individual flexibility arrangements

- (a) Australian Unity and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - (ii) the arrangement meets the genuine needs of Australian Unity and the employee in relation to one or more of the matters mentioned in paragraph (a)(i); and
 - (iii) the arrangement is genuinely agreed to by Australian Unity and the employee.
- (b) Australian Unity must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) Australian Unity must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Australian Unity employing entity and the employee; and
 - (iii) is signed by Australian Unity and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - the terms of this Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.

- (d) Australian Unity must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Australian Unity or the employee may terminate the individual flexibility arrangement:
 - (i) by giving 28 days written notice to the other party to the arrangement; or
 - (ii) if Australian Unity and the employee agree in writing – at any time.

Part 2 – Consultation, representation and dispute resolution

6. Consultation about major change

- (a) This clause applies if Australian Unity has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees.
- (b) Australian Unity must notify the relevant employees of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise Australian Unity of the identity of the representative, Australian Unity must recognise the representative.
- (e) As soon as practicable after making its decision, Australian Unity must:
 - (i) discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures Australian Unity is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and

- any other matters likely to affect the employees.
- (f) However, Australian Unity is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) Australian Unity must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to Australian Unity, the requirements set out in this clause taken not to apply.
- (i) In this term, a major change is likely to have a **significant effect** on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

7. Consultation about changes to hours of work

- (a) This clause applies if Australian Unity proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (b) Australian Unity must notify the relevant employees of the proposed change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise Australian Unity of the identity of the representative, Australian Unity must recognise the representative.
- (e) As soon as practicable after proposing to introduce the change, Australian Unity must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and

- information about what Australian Unity reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that Australian Unity reasonably believes are likely to affect the employees; and
- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (f) However, Australian Unity is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) Australian Unity must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (h) In this clause **relevant employees** means the employees who may be affected by a change to the regular roster or ordinary hours of work.

8. Dispute resolution

- (a) This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- (b) The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant manager.
- (c) If the dispute is not resolved through discussion, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- (d) If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this process, a party to the dispute may refer it to the Fair Work Commission.
- (e) The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- (f) If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Fair Work Act to use and that it considers appropriate for resolving the dispute.
- (g) A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.
- (h) Subject to any applicable work health and safety legislation, while procedures are being followed under this clause:
- (i) work must continue in accordance with this award and the Fair Work Act; and

- (ii) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

9. Joint consultative committee

- (a) A joint consultative committee comprising of employee and management representatives may operate.
- (b) The purpose of the committee will be to facilitate consultation obligations in accordance with this Agreement and to deal with other emerging issues, including issues such as workload concerns.
- (c) The committee will not operate as a matter of course, but either Australian Unity or the union referred to in clause 2(a)(iii) may request to hold a meeting or meetings of the joint consultative committee for the purposes in this clause. The other representatives will oblige the requesting party by meeting as requested.
- (d) Delegates of a union referred to in clause 2(a)(iii) may attend a joint consultative committee meeting if their attendance does not cause disruptions to the effective delivery of services to Australian Unity's customers.
- (e) A union delegates attendance at a joint consultative committee meeting will be paid and will be managed in accordance with clause 30.1.

Part 3 – Employment arrangements

10. Full-time employment

- (a) A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.
- (b) A full-time employee may be engaged on permanent basis or under a maximum term contract of employment.

11. Part-time employment

11.1. General

- (a) A part-time employee is an employee engaged to work an average of less than 38 ordinary hours per week.
- (b) A part-time employee may be engaged on permanent basis or under a maximum term contract of employment.
- (c) An employee may make a request to increase their hours. Australian Unity will review such requests, but will not be obliged to review more than annually. Australian Unity will not unreasonably refuse to increase an employee's hours.

11.2. Transitional arrangement

- (a) This sub-clause 11.2 applies to employees who had been considered 'full-time' in accordance with the industrial instrument or arrangement that applied to them immediately prior to the commencement of this enterprise agreement, but are considered 'part-time' under this enterprise agreement.
- (b) Australian Unity will implement an expression of interest process, which will provide employees with the opportunity to express their interest in being offered full time employment. Australian Unity will not be obliged to offer an employee full time employment as part of this process or give preference to an employee under this clause if additional hours are required in the branch or facility. Australian Unity will complete this process, including the consideration and offering of additional hours where applicable, no later than 30 June 2022.

12. Casual employment

- (a) A casual employee is an employee who:
 - (i) accepts an offer of employment that does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work; and
 - (ii) accepts the offer knowing that there is no firm advance commitment.
- (b) A casual employee will be paid a casual loading of 25%, calculated on the employee's base rate of pay for each hour worked unless a clause specifically says the casual loading is not paid.
- (c) The engagement of a casual employee on any given shift may be cancelled or ended early by advising the employee. Minimum shift payments will apply in accordance clause 31 (Minimum shift payments).
- (d) The employment of a casual employee may be terminated by giving written notice.

13. Requests for flexible working arrangements

- (a) This clause applies where an employee has made a request for a change in working arrangements under section 65 of the Fair Work Act.
- (b) Before responding to a request made under section 65, Australian Unity must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
 - (i) the needs of the employee arising from their circumstances;
 - (ii) the consequences for the employee if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.

- (c) If Australian Unity refuses the request and has not reached an agreement with the employee, the written response under section 65(4) must:
 - (i) include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply and
 - (ii) state whether or not there are any changes in working arrangements that Australian Unity can offer the employee so as to better accommodate the employee's circumstances; and
 - (iii) if Australian Unity can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- (d) If Australian Unity and the employee reached an agreement on a change in working arrangements that differs from that initially requested by the employee, Australian Unity must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.
- (e) Disputes about whether Australian Unity has discussed the request with the employee and responded to the request in the way required by this clause, can be dealt with under the dispute resolution clause.

14. Background clearances

14.1. General

- (a) Australian Unity may require employee to undergo background checks (such as a Criminal Record Check or Working with Children Check) relevant to their role. The requirement to undertake particular checks may be required under relevant industry specific legislation or may be determined by Australian Unity.
- (b) If Australian Unity requires an employee to undertake a background check, the check will be organised and paid for by Australian Unity.
- (c) The results of the background checks must be satisfactory and in accordance with relevant legislation and industry standards and/or Australian Unity criteria.

14.2. Renewals

- (a) Employees will be required to submit to a Police Check every three years, or as required under the relevant industry legislation and as part of Australian Unity's compliance requirements.
- (b) Employees may be required to submit to other background checks at intervals required under the relevant industry legislation and/or as part of Australian Unity's compliance requirements.

14.3. Change in status of background check – requirement to notify

- (a) If an employee's background check status changes prior to the expiry of the existing background check period, they are required to notify Australian Unity of the status change.
- (b) Any failure to notify Australian Unity of a change to a background check may result in disciplinary action including the termination of employment.

14.4. Failure to maintain a clear background check

- (a) If an employee fails to maintain a current and satisfactory background check, (either because they have not completed the renewal process or because they have notified that their status has changed), the employee will be stood down without pay.
- (b) During any stand down period, Australian Unity is under no obligation to provide alternative employment or duties.
- (c) During any stand down period, where an employee has accrued annual leave or eligible long service leave entitlement, they may request to take that leave.
- (d) If the reason for the stand down is due to not completing the renewal process, the employee will be stood down until such time as a satisfactory background check is provided to Australian Unity. If the employee fails to provide a current and satisfactory background check within a reasonable time, it may result in termination of employment with Australian Unity.
- (e) If the reason for the stand down is due to change in status, the employee will be stood down until such time until it is determined whether the employee's change of status impacts on their ability to perform the role. If the change in status means the employee is no longer able to perform the inherent requirements of the role, it may result in termination of employment with Australian Unity.

15. Work, health and safety duties

- (a) Australian Unity is committed to creating a safe working environment and to minimising incidents and injuries in the workplace.
- (b) Employees are required to follow all safe work policies, procedures and work instructions and to make use of Australian Unity's Safety Management System.
- (c) Employees are expected to report all incident and near miss events and to take all reasonable steps to eliminate incidents and causes of injury at work.
- (d) If an employee sees an opportunity to improve health and safety practices in their work environment it is important that they proactively notify their manager and alert them to the issue or opportunity for improvement. Australian Unity expects employees to take safety in the workplace seriously and to have input into continuously improving workplace health and safety practices.

Part 4 – Classifications and pay related matters

16. Classification structure

- (a) Employees will be classified under the relevant classification level in accordance with the descriptors for the classification structure in Appendix A.

- (b) Progression to a higher classification is by appointment at Australian Unity's discretion.
- (c) For employees employed by an Australian Unity entity prior to the date of commencement of this Agreement, the table in Appendix C sets out how these employees will be translated from classifications existing before the commencement of this Agreement into the classifications as outlined in Appendix A.

17. Minimum pay rates

- (a) Subject to clause 17(b), employees will be paid an hourly rate of pay in accordance with the rate in the table in Appendix B, for the relevant classification level. Increases in the minimum rates of pay will take effect from the first full pay period on or after the date specified in the table in Appendix B.
- (b) If an employee has a contractual entitlement to a higher rate of pay than the rate of pay provided for in the table in Appendix B for their relevant classification, Australian Unity will continue to treat that contractual hourly rate of pay as their base rate of pay.
- (c) If an employee, other than an Allocations Coordinator, has, on the day immediately before the effective date of the minimum pay rate increases, a contractual entitlement to a higher rate of pay than the rate of pay provided for in the table in Appendix B for their relevant classification, the employee will receive a minimum base rate increase of 1% on each of the dates that the minimum pay rate increases take effect. This 1% increase will absorb any increase that would apply to the employee due to the increase in the minimum pay rates. For example, if the increase in the minimum rates of pay would increase the employee's base rate of pay by 0.3%, then only an additional 0.7% will be applied above the minimum pay rates to become the employee's new base rate of pay.
- (d) Employees in the role of Allocations Coordinator who, on the day immediately before the effective date of the minimum pay rate increases, have a contractual entitlement to a higher rate of pay than the rate of pay provided for in the table in Appendix B for their relevant classification, will continue to receive the higher rate of pay in accordance with their contractual entitlement.

18. Higher duties

- (a) If an employee is required to perform the duties of a higher classification level in this Agreement, they will be paid at the higher rate of pay for the full duration of the shift.
- (b) If an employee whose substantive role is covered by this Agreement, temporarily performs duties that are covered by another Australian Unity enterprise agreement but, due to the coverage clause of that enterprise agreement, the employee is not covered by that enterprise agreement, the employee will be entitled to be paid at any higher rate of pay as specified in that enterprise agreement for the period of the temporary engagement, but all other terms and conditions of this Agreement will continue to apply.

19. Superannuation

19.1. Employer contributions

- (a) Australian Unity will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

19.2. Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Australian Unity to pay on their behalf a specified amount from their post-taxation wages into the same superannuation fund as Australian Unity makes the superannuation contributions provided for in clause 19.1.
- (b) An employee may adjust the amount they have authorised Australian Unity to pay from their wages from the first of the month following the giving of three months' written notice to Australian Unity.
- (c) Australian Unity must pay the amount authorised under this clause 19.2 no later than 28 days after the end of the month in which the deduction was authorised.

20. Salary packaging

- (a) An employee may apply to salary package in accordance with any Australian Unity policy and processes as varied from time to time.
- (b) An employee may apply to salary package superannuation contributions by sacrificing their future entitlement to ordinary wages in exchange for a corresponding amount of contributions being paid into a complying superannuation fund.
- (c) Australian Unity strongly recommends that employees seek professional financial advice before entering into any salary packaging arrangement.
- (d) Any costs associated with entering into a salary sacrifice arrangement will be paid by the employee.

21. Payment of wages

- (a) Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

22. Uniforms

- (a) If Australian Unity requires an employee to wear a uniform, Australian Unity will provide an adequate number of uniforms, appropriate to the work, to the employee without cost to the employee.
- (b) Australian Unity will replace uniforms as reasonable required without cost the employee.

- (c) Employees are responsible for the laundering of the uniform, including the cost of this laundering.
- (d) Uniforms are the property of Australian Unity and, if requested, must be returned to Australian Unity on termination of employment.

23. Personal protective equipment

- (a) Australian Unity will provide adequate personal protective equipment (PPE), appropriate to the work, to each employee without cost to the employee.
- (b) Australian Unity will replace PPE as reasonable required without cost the employee.

24. Overtime meal allowance

- (a) An overtime meal allowance is payable on each occasion an employee is required to work overtime of more than one hour on a given shift.
- (b) An additional overtime meal allowance is payable if the total overtime worked on the shift exceeds four hours.
- (c) The overtime meal allowance is \$13.78 per occasion. This allowance will apply from the commencement of this Agreement and will increase in accordance with clause 24(d).
- (d) The overtime meal allowance will increase in accordance with the *Aged Care Award 2010* or the *Social, Community, Home Care and Disability Services Industry Award 2010* (or their successors) whichever provides for the higher allowance. The increase in the meal allowance rate will take effect in the first full pay period following the date of effect of the Award increase.

25. On-call allowance

- (a) If an employee is required by Australian Unity to be on call (i.e. available for recall to duty), the employee will be paid an allowance for each 24-hour period or part of a 24 hour period they are on call as follows:
 - (i) period commencing Monday to Friday – \$20.63; and
 - (ii) period commencing Saturday or Sunday- \$40.84.
- (b) This allowance will apply from the commencement of this Agreement and will increase in accordance with clause 25(c).
- (c) The on-call allowance will increase in accordance with the *Social, Community, Home Care and Disability Services Industry Award 2010* (or its successor). The increase in the on-call allowance rate will take effect in the first full pay period following the date of effect of the increase.

26. Private vehicle expenses

- (a) If an employee is required and authorised to use their private vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.80 per kilometre.

27. Travel expenses

- (a) When an employee is involved in travelling on duty all reasonably incurred expenses in respect to fares (if Australian Unity cannot provide the appropriate transport), meals and accommodation will be met by Australian Unity in accordance with Australian Unity travel expenses reimbursement policy and procedures.
- (b) The employee will not be entitled to reimbursement for expenses referred to in sub-clause (a) which exceed the mode of transport, meals or the standard of accommodation agreed with Australian Unity for these purposes.

28. Vaccination expenses

- (a) As part of Australian Unity's commitment to maintaining a healthy and safe working environment, flu vaccinations will be offered to employees at Australian Unity's expense and according to the relevant processes of the providers used by Australian Unity.

Part 5 – Hours of work, penalty rates and related matters

29. Ordinary hours

- (a) **Day work** is a shift of ordinary hours worked wholly within the hours between 6.00am to 8.00pm.
- (b) **Shift work** is a shift of ordinary hours worked wholly or partially outside day work. Shift work loadings apply in accordance with clause 35 (Shift work).
- (c) Ordinary hours may be performed on any day of the week. Weekend penalty rates apply to ordinary hours worked on a weekend in accordance with clause 36 (Ordinary hours weekend work).
- (d) Ordinary hours may be worked on public holidays. Public holiday penalty rates apply to ordinary hours worked on a public holiday in accordance with clause 37 (Public holidays worked).
- (e) The maximum number of ordinary hours that may be worked is an average of 38 hours per week.
- (f) The maximum period over which ordinary hours may be averaged is four weeks.

- (g) The maximum number of ordinary hours that may be worked in a shift is 10 ordinary hours.
- (h) Ordinary hours are worked in continuous shifts.
- (i) The time spent engaged in the following type of activities are considered ordinary hours:
 - (i) normal work performing duties;
 - (ii) attendance at meetings required by Australian Unity;
 - (iii) attendance at meetings permitted by Australian Unity in accordance with clause 30.1(b);
 - (iv) attendance at mandatory training (including online attendance at home) provided by Australian Unity;
 - (v) meal breaks taken with customers;
 - (vi) paid tea breaks in accordance with clause 34.2;
 - (vii) paid lactation breaks in accordance with clause 34.4;
 - (viii) travel between customers during ordinary hours;
 - (ix) travel between a customer and the branch during ordinary hours; and
 - (x) travel between the branch and any other locations required by Australian Unity during ordinary hours.

30. Non-required hours

30.1. Hours that require release from ordinary hours duties

- (a) If an employee requests to be released from duty to attend a meeting at which the employee's presence is not required by Australian Unity, and Australian Unity agrees to release the employee from duty to attend the meeting, it will be at Australian Unity's discretion if the release from duty is with or without pay.
- (b) If Australian Unity agrees to pay the employee, the released hours will be treated as ordinary hours and leave will accrue on the hours. Superannuation contributions will also be payable if it would have been payable if the employee had not been released. However the hours will not be considered ordinary hours of work for the purposes of determining when overtime is worked in accordance with clause 41.1.
- (c) If Australian Unity decides that the hours are not to be paid, it will nevertheless be able to treat the released time as if the hours were worked for the purpose of any minimum payment obligations in clauses 31 (Minimum shift payments) and 32 (Minimum contractual hours).

30.2. Hours that are in addition to ordinary hours

- (a) If an employee requests to attend a meeting at which the employee's presence is not required by Australian Unity, and Australian Unity permits the employee to attend the meeting, it will be at Australian Unity's discretion if the hours attending the meeting are paid or not.
- (b) Any time that is paid under this clause will be treated as overtime hours, however the overtime penalty rates as provided for in clause 41.4 (Overtime) will not apply and the time will instead be paid at the employee's base rate of pay. If the employee is a casual employee, no casual loading will be payable.

31. Minimum shift payments

- (a) Full-time and part-time employees will be paid for a minimum of four hours for each shift for which they are engaged.
- (b) Casual employees will be paid for minimum of one hour for each shift for which they are engaged.
- (c) The minimum payment will be based on the applicable rate had the shift continued for at least the minimum period.
- (d) The minimum payments in this clause do not apply to periods of overtime following recall (in which case clause 41.5 will apply).
- (e) Leave will accrue in respect of the number of hours the minimum payments represent for full-time and part-time employees.

32. Minimum contractual hours

- (a) If an employee has a minimum contractual hours entitlement, the minimum contractual hours entitlement may be satisfied through the provision of:
 - (i) ordinary hours; and/or
 - (ii) overtime hours; and/or
 - (iii) hours on paid or unpaid leave; and/or
 - (iv) non-required additional hours in accordance with clause 30 (Non-required hours); and/or
 - (v) minimum shift payments in accordance with clause 31 (Minimum shift payments).
- (b) If the count of the hours as described in sub-clause (a) is insufficient to meet the entitlement, the employee will be entitled to **contract hours make-up pay** for the remaining hours at the employee's base rate of pay.
- (c) Leave will accrue in respect of the number of hours the contract hours make-up payments represent.

33. Breaks between shifts

33.1. Breaks between consecutive days of shifts

- (a) A break of at least 10 hours must be allowed between shifts of ordinary hours.
- (b) For employees other than casual employees, a break of at least 10 hours must be allowed between the finishing of overtime on one day and the commencement of a shift of ordinary hours on the next day. If in providing that break, the employee is absent during what would have been ordinary hours on the following day, the employee will be paid for the ordinary hours they are absent at the employee's full rate of pay, inclusive of any applicable penalties or loadings.
- (c) As an alternative to sub-clause (b), Australian Unity may require the employee to commence their ordinary hours on the next day without having completed the 10 hour break, and Australian Unity must pay the employee at double time (not overtime, unless overtime otherwise becomes applicable) for all hours worked until they have received the 10 hour break. If the hours of work are on a public holiday, the higher public holiday penalty rate will apply instead of double time.

33.2. Non-rostered days in the averaging period

- (a) Employees, other than a casual employee, will have not less than the following number of non-rostered days in the averaging period:
 - (i) four full days in each fortnightly cycle, if work is being averaged over a two-week period; or
 - (ii) six full days in each three-week cycle, if work is being averaged over a three-week period; or
 - (iii) eight full days in each four-week cycle, if work is being average over a four-week period.
- (b) Where practicable, the non-rostered days will be organised so there are two consecutive days.

34. Breaks during shifts

34.1. Meal breaks

- (a) If an employee works in excess of five hours, they will be entitled to an unpaid meal break of between 30 minutes and 60 minutes duration.
- (b) Employees are responsible for determining the timing of breaks, which could include a time more than five hours from commencement of the shift, and taking those breaks unless the employee is specifically advised that they need to take a break at a particular time or they need to work through a normal break time.
- (c) If an employee is directed to work during a meal break and continuously thereafter, they will be paid overtime at the applicable overtime penalty rate for all time worked until the meal break is taken.
- (d) If an employee is required to have a meal with a customer as part of the normal work routine or customer program, they will be paid for the duration of the meal

period at the base rate of pay, and clause (a) does not apply. This paid meal period is to be counted as time worked.

- (e) For the purposes of this clause, the five hour period includes periods of work made up of ordinary hours only, or a combination of ordinary hours and overtime hours, or overtime hours only, except that it will not include periods of overtime worked as part of a recall (see clause 34.3 for the entitlement that applies during overtime after recall).

34.2. Tea breaks

- (a) If an employee works a shift of at least four hours but less than eight hours, they will be entitled to a paid 10-minute tea break during the shift.
- (b) If an employee works a shift of at least eight hours, they will be entitled to either:
 - (i) two 10-minute paid tea breaks; or
 - (ii) one 20-minute paid tea break.
- (c) Employees are responsible for determining the timing of tea breaks and taking those breaks unless the employee is specifically advised that they need to take a break at a particular time.
- (d) Tea breaks will count as time worked.
- (e) For the purposes of this clause, the hours of work includes periods of work made up of ordinary hours only, or a combination of ordinary hours and overtime hours, or overtime hours only, except that it will not include periods of overtime worked as part of a recall (see clause 34.1 for the entitlement that applies during overtime after recall).

34.3. Breaks during overtime after recall

- (a) If an employee is recalled to work overtime and is required to work more than four hours overtime, they will be allowed a 20 minute paid break for every 4 hours overtime.
- (b) These breaks will count as time worked.
- (c) These breaks will apply instead of the breaks referred to in clauses 34.1 and 34.2.

34.4. Lactation breaks

- (a) This clause applies to permanent employees who are lactating employees.
- (b) A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- (c) A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (d) A part-time employee working four hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

- (e) The lactation breaks may be taken flexibly by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded.

35. Shift work

- (a) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
- (b) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- (c) Shift penalty rates apply to all ordinary hours worked in the shift as follows:
 - (i) Afternoon shift – 112.5% of the employee’s base rate of pay;
 - (ii) Night shift – 115% of the employee’s base rate of pay.
- (d) A casual employee will be paid the casual loading for each hour of shift work worked calculated on the employee’s base rate of pay.

36. Ordinary hours weekend work

- (a) If an employee works ordinary hours between midnight on Friday and midnight on Saturday they will be paid a Saturday penalty rate of 150% of the employee’s base rate of pay.
- (b) If an employee works ordinary hours between midnight on Saturday and midnight on Sunday they will be paid a Sunday penalty rate of 200% of the employee’s base rate of pay.
- (c) The rates in this clause replace the shift penalty rates in clause 35(c).
- (d) A casual employee will be paid the casual loading for each hour of ordinary hours weekend work worked calculated on the employee’s base rate of pay.

37. Public holidays worked

- (a) Public holiday penalty rates apply to all ordinary hours worked between midnight starting the public holiday and midnight ending the public holiday.
- (b) The public holiday penalty rate is 250% of the employee’s base rate of pay.
- (c) The rates in this clause replace the shift penalty rates in clause 35(c) and the weekend penalty rates in clause 36(a) and 36(b).
- (d) A casual employee will be paid the casual loading for each hour of ordinary hours worked on the public holiday calculated on the employee’s base rate of pay.
- (e) Any overtime hours worked on a public holiday will be paid in accordance with clause 41 (Overtime).

38. Travel time

- (a) Time spent travelling in a car or other transport during ordinary hours will be treated as ordinary time and will count towards all purposes in this Agreement.
- (b) Authorised time spent travelling in a car or other transport outside ordinary hours will be considered part of overtime and paid at applicable overtime penalty rates. Travel time being counted as overtime will be rounded up to five-minute intervals.

39. Online training at home

- (a) If an employee is given the option of completing online training modules at home at a time of their choosing, the time will count as ordinary time however no penalty rates will apply and they will be paid at their base hourly rate irrespective of when the training is completed.
- (b) The time spent training will be considered ordinary hours of work for the purposes of determining when overtime is worked in accordance with clause 41.1.

40. Adjustments for extreme heat

- (a) If an employee is rostered to work on days of extreme heat and is expected to work outside an Australian Unity temperature controlled environment on that day, Australian Unity will consider, and where practicable implement, measures to minimise the impact of the heat on employees. Such measures may include additional breaks, ability to move non-essential services to a cooler part of the day and any other measures to, so far as is reasonably practicable, ensure the health and safety of the employees.
- (b) Employees who feel they are at risk of heat related illness or injury should contact their manager to discuss immediately.

41. Overtime

41.1. When hours are considered 'overtime'

- (a) Hours worked in the following circumstances are considered overtime:
 - (i) hours worked exceeding the maximum number of ordinary hours worked in a shift (see clause 29(g)); and
 - (ii) hours worked exceeding 76 ordinary hours in a fortnight; and
 - (iii) hours worked during a time when a meal break should have occurred and until the meal break is taken in accordance with clause 34.1(c).
- (b) In addition to the circumstances described in clause (a), for employees supporting residential communities who are part-time employees, hours worked in excess of a part-time employee's rostered hours on any given day will also be considered overtime.

- (c) In determining whether hours worked are overtime in accordance with clause 41.1(a), the following hours are not considered ordinary hours for the purposes of that clause and do not count towards assessing if the threshold is met:
 - (i) hours paid as overtime;
 - (ii) hours taken as time off instead of overtime in accordance with clause 42 (Time off instead of overtime);
 - (iii) hours of paid or unpaid leave;
 - (iv) hours paid for a public holiday not worked;
 - (v) hours paid but not worked to satisfy a minimum shift payment;
 - (vi) hours paid but not worked to satisfy a minimum contractual hours entitlement;
 - (vii) unpaid meal breaks;
 - (viii) paid lactation breaks taken in accordance with clause 34.4; and
 - (ix) non-required hours as described in clause 30 (Non-required hours).

41.2. Australian Unity initiated overtime

- (a) Australian Unity may require an employee to work overtime, if the requirement is reasonable.
- (b) The employee must not refuse to work the overtime unless the requirement is unreasonable.
- (c) In determining whether the overtime is reasonable, the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of Australian Unity;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by Australian Unity of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;

- (ix) whether the additional hours are in accordance with averaging terms in this Agreement;
- (x) any other relevant matter.

41.3. Approval of employee-initiated overtime

- (a) Subject to sub-clause (b), an employee must not work overtime unless it has been approved by their manager.
- (b) If the employee reasonably considers that it was necessary to continue work and the employee is unable to get approval prior to commencing the overtime, the employee may commence the overtime and make contact with their manager as soon as is practicable.

41.4. Payment for overtime

- (a) Overtime will be paid where the overtime is directed in accordance with clause 41.2 or worked in accordance with clause 41.3.
- (b) Overtime penalty rates apply as follows, calculated on the employee's base rate of pay:
 - (i) Monday to Friday – 150% for the first two hours of overtime and 200% for all overtime after that.
 - (ii) Saturday and Sunday – 200%
 - (iii) Public holidays – 250%
- (c) In calculating the payment for overtime worked Monday to Friday/Saturday, 'the first two hours' means the first two hours on the given shift which includes overtime and will re-set for each shift including overtime.
- (d) Penalty rates for working ordinary hours do not apply when working overtime.
- (e) A casual employee supporting home care services will be paid the casual loading for each hour of overtime worked calculated on the base rate of pay.
- (f) A casual employee supporting residential communities, will be paid overtime calculated by applying the overtime penalty rates in sub-clause (b) to the casual rate of pay (instead of the base rate of pay as referred to in sub-clause (b)).
- (g) If, during overtime, an employee travels between customers or between customers and a branch, or between a branch and any other location required by Australian Unity, the employee will be paid overtime for the travel period.

41.5. Recall to work overtime

- (a) An employee who is recalled to work at the workplace or a customer location after finishing work for the day will be paid a minimum number of hours work at the appropriate overtime rate as follows:
 - (i) employees supporting home care services – 2 hours;
 - (ii) employees supporting residential communities – 4 hours.

- (b) The employee is not obliged to work for the hours that align to the minimum payment if they can complete the work in less time. Time spent travelling to and from work will be counted as overtime worked and paid at the appropriate overtime penalty rate.
- (c) An employee who is recalled by Australian Unity to perform work via telephone or on-line away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple requests made and concluded within the same hour will be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

42. Time off instead of overtime

- (a) Australian Unity and an employee may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee (or otherwise becomes payable).
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that Australian Unity and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, Australian Unity must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment must be made in the next pay period following the request.
- (d) Australian Unity must keep a copy of any agreement as an employee record.
- (e) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- (f) Time off must be taken at a time or times agreed by the employee and Australian Unity.
- (g) If the employee requests at any time, to be paid for overtime covered by an agreement but not taken as time off, Australian Unity must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time the payment is made.
- (h) Australian Unity may, at any time, pay to the employee any overtime covered by an agreement that has not been taken as time off. Australian Unity must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time the payment is made.

- (i) Australian Unity must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Australian Unity and the employee, instead of being paid for overtime worked by the employee. If Australian Unity agrees to the request then this clause 42 will apply, including the requirement for separate written agreements for overtime that has been worked.
- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which this clause 42 applies has not been taken, Australian Unity must pay the employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time the payment is made.

Part 6 – Leave

43. Annual leave

43.1. Application

This clause 43 applies to all employees other than casual employees.

43.2. Entitlement

- (a) For each year of service with Australian Unity,
 - (i) an employee other than a shiftworker (as defined in sub-clause (b)) is entitled to four weeks of paid annual leave; and
 - (ii) an employee who is defined as a shift worker in sub-clause (b) is entitled to five weeks of paid annual leave.
- (b) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shift worker** is:
 - (i) an employee who works for more than four ordinary hours on 10 or more weekends in the year; and /or
 - (ii) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of 6.00am to 6.00pm.
- (c) For the purpose of clause (b)(i), a weekend means ordinary hours worked on a Saturday and/or Sunday in any one calendar week.
- (d) For the purpose of clause (b)(ii), an employee is regularly rostered to work their ordinary hours outside the ordinary hours of 6.00am to 6.00pm if the employee is rostered to work one or more ordinary hours shifts in each fortnight, excluding periods of leave, outside the ordinary span of hours of 6.00am to 6.00pm.

- (e) Subject to clauses (f) and (g), an employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (f) The assessment about whether an employee is entitled to the shift worker annual leave entitlement because of the criteria in clause (b)(i) is made progressively throughout the year. If the employee becomes entitled to the additional week of leave in accordance clause (b)(i), the employee will be credited with the additional leave, pro-rated for the portion of the service year completed, and then continue to accrue progressively for the remainder of the service year.
- (g) The assessment about whether an employee is entitled to the shift worker annual leave entitlement because of the criteria in clause (b)(ii) is made at the end of the service year, and only if the employee was not entitled to the leave because of the criteria in clause (b)(i). If the employee meets the criteria in clause (b)(ii), they will be credited with the full week of leave immediately. If an employee's employment terminates during their service year and they have met the criteria in clause (b)(ii) for the period of the service year worked, the employee will be credited with the additional leave, pro-rated for the portion of the service year completed.

43.3. Taking paid annual leave

- (a) Paid annual leave may be taken for a period agreed between an employee and Australian Unity.
- (b) Australian Unity must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (c) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (d) If the period during which an employee takes paid annual leave includes a period of personal / carer's, compassionate leave or long service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

43.4. Application to take leave

An employee must apply for annual leave as soon as is reasonably practicable, but always before the leave is taken.

43.5. Payment for annual leave during service

- (a) During the leave period, the employee is paid at their base rate of pay for the ordinary hours in the leave period.
- (b) Subject to clause 43.12, in addition to their ordinary pay, an employee will be paid annual leave loading. Annual leave loading will be calculated per pay period, or any lesser period of consecutive annual leave days taken during the pay period (the 'calculation period'). The employee will be paid the higher of the following two calculations per calculation period:
 - (i) a loading of 17.5% of their ordinary rate of pay on all the annual leave hours taken; or

- (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

43.6. Payment for annual leave on termination of employment

- (a) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Australian Unity must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- (b) If there is a transfer of employment (as defined in the Act) in relation to an employee, and another employer recognises the employee's service with Australian Unity for the purposes of annual leave, the employee is not entitled to be paid for a period of untaken paid annual leave.

43.7. Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause 43.7.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) Australian Unity and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause must be signed by Australian Unity and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.
- (i) Australian Unity must keep a copy of any agreement under this clause 43.7 as an employee record.

43.8. Accrual of leave during the leave period

- (a) Annual, personal and long service leave will accrue during a period of annual leave, in accordance with the ordinary hours of work during the period.

43.9. Excessive leave accruals: general provision

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than eight weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, Australian Unity or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 43.10 sets out how Australian Unity may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 43.11 sets out how an employee who has an excessive leave accrual may require Australian Unity to grant paid annual leave requested by the employee.

43.10. Excessive leave accruals: direction by Australian Unity that leave be taken

- (a) If Australian Unity has genuinely tried to reach agreement with an employee under clause 43.9(b) but agreement is not reached (including because the employee refuses to confer), Australian Unity may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Australian Unity under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under clause 43.8, 43.10 or 43.11 or otherwise agreed by Australian Unity and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than four weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Australian Unity and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

43.11. Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Australian Unity under clause 43.9(b) but agreement is not reached (including because Australian Unity refuses to confer), the employee may give a written notice to Australian Unity requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to Australian Unity under paragraph (a) if:

- (i) the employee has had an excessive leave accrual for more than six months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 43.10(a) that, when any other paid annual leave arrangements (whether made under clause 43.8, 43.10 or 43.11 or otherwise agreed by Australian Unity and the employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than six weeks when any other paid annual leave arrangements (whether made under clause 43.8, 43.10 or 43.11 or otherwise agreed by Australian Unity and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Australian Unity and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than four weeks' paid annual leave in any period of 12 months.
- (e) Australian Unity must grant paid annual leave requested by a notice under paragraph (a).

43.12. Transitional annual leave loading arrangements

- (a) This sub-clause 43.12 applies only to employees who, immediately prior to the commencement of this Agreement, were entitled to preserved terms from the *Crown Employees (Home Care Service of New South Wales – Administrative Staff) Award 2012*.
- (b) Annual leave loading is not payable on annual leave accrued and/or taken prior to the commencement of this Agreement if annual leave loading has already been paid on that annual leave accrual. For example, if an employee has an 8 week accrual of annual leave on the date of commencement of the Agreement and leave loading has already been paid on the 8 week accrual, no leave loading is payable on this annual leave accrual when the leave is taken. In this example, once the 8 weeks of annual leave has been taken annual leave loading will be paid on all future annual leave taken.
- (c) Adjustments to an employee's pay may be required in subsequent pay periods to give effect to this transitional arrangement.

44. Personal / carer's leave

44.1. Application

- (a) This clause 44 applies to all employees, however the entitlement differs based on the type of contractual engagement.

44.2. Definitions

- (a) **Personal leave** is leave taken because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee.
- (b) **Carer's leave** is leave taken so the employee can 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.
- (c) The meaning of **immediate family** is defined in clause 4.

44.3. Entitlement to paid personal / carer's leave

- (a) This clause 44.3 applies to employees, other than casual employees.
- (b) For each year of service, an employee is entitled to 10 days of paid personal/carer's leave.
- (c) An employee's entitlement to paid personal / carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (d) If an employee takes a period of paid personal / carer's leave, Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

44.4. Entitlement to unpaid carer's leave

- (a) This clause 44.4 applies to all employees.
- (b) An employee is entitled to two days of unpaid carer's leave for each occasion (a permissible occasion) when carer's leave is required to provide care or support as referred to clause 44.2(b).

44.5. Taking personal / carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to two days; or
 - (ii) any separate periods to which the employee and Australian Unity agree.
- (b) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.

- (c) If the period during which an employee takes paid personal / carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal / carer's leave on that public holiday.

44.6. Accrual of leave during the leave period

- (a) Annual, personal and long service leave will accrue during a period of paid personal / carer's leave, in accordance with the ordinary hours of work during the period.

44.7. Notice of the intention to take leave

An employee must give Australian Unity notice of the intention to take leave under this clause 44 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

44.8. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 44.3 or clause 44.4.
- (b) A statutory declaration may be acceptable evidence in some situations. However if Australian Unity questions the veracity of the evidence on reasonable grounds, the employee may be required to produce a medical certificate to be entitled to payment for the leave period.
- (c) An employee is not entitled to take leave under this clause unless the employee complies with this section.

45. Compassionate leave and sorry business leave

45.1. Application

- (a) This clause 45 applies to all employees, however the entitlement differs type of contractual engagement.

45.2. Definitions

- (a) **Compassionate leave** is taken when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) The meaning of **immediate family** is defined in clause 4.

45.3. Entitlement to compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
 - (ii) after the death of the member of the employee's immediate family or household.
- (b) An employee is entitled to two days of compassionate leave for each permissible occasion.

45.4. Payment for compassionate leave

- (a) If an employee, other than a casual employee, takes a period of compassionate leave, Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

45.5. Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous two-day period; or
 - (ii) two separate periods of one day each; or
 - (iii) any separate periods to which the employee and Australian Unity agree.
- (b) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (c) If the period during which an employee takes compassionate leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken to be on compassionate leave on that public holiday. However, the employee may take the compassionate leave in a way that it does not fall on the public holiday.

45.6. Entitlement to sorry business leave

- (a) An employee who identifies as Aboriginal or Torres Strait Islander will be entitled to a further three days unpaid leave for 'sorry business' if the employee needs to:
 - (i) return to country/nation after the death of a family member or member of nation for cultural or ceremonial purposes;
 - (ii) be away from the workplace with family or community for activities or events relating to 'sorry business' or other cultural ceremonies or practices after the death of a family member or member of nation.
- (b) Sorry business leave may be taken flexibly, including in single days if preferred.

45.7. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid compassionate leave, in accordance with the ordinary hours of work during the period.

45.8. Notice of intention to take leave

- (a) An employee must give Australian Unity notice of the intention to take compassionate leave or sorry business leave under this clause 45 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

45.9. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 45.3.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

45.10. Customer funerals

- (a) Australian Unity may at its absolute discretion approve for an employee to attend the funeral of a customer. Approval will be reserved for long standing care arrangements where the employee has been the primary carer for the customer over a significant period of time.
- (b) If approved the employee will be paid at their base rate of pay for the ordinary hours in the period of leave.

46. Wellbeing leave**46.1. Application**

- (a) This leave is available to permanent employees only.

46.2. Entitlement

- (a) Subject to clause 46.6, an employee will be entitled to take one day of wellbeing leave each financial year so that the employee can focus on their personal wellbeing in whatever way is important to them.
- (b) The wellbeing leave entitlement will expire at the end of each of financial year.

46.3. Payment for wellbeing leave

- (a) An employee will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the wellbeing leave is taken.
- (b) Unused wellbeing leave is not paid out on termination of employment.

46.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of wellbeing leave, in accordance with the ordinary hours of work during the period.

46.5. Application to take leave

- (a) An employee must make an application to take wellbeing leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

46.6. Transition to financial year entitlement

- (a) If an employee was entitled to wellbeing leave under a previous enterprise agreement, and the employee took a day of wellbeing leave under that enterprise agreement during the financial year in which this Agreement commences, the employee will not be entitled to another day of wellbeing leave in the financial year in which this Agreement commences.

47. Leave to deal with family and domestic violence**47.1. Application**

- (a) This clause 47 applies to all employees.

47.2. Definitions

- (a) Leave to deal with family and domestic violence is leave taken by an employee because:
 - (i) the employee is experiencing family and domestic violence; and
 - (ii) the employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.
- (b) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of an employee that:
 - (i) seeks to coerce or control the employee; and
 - (ii) causes the employee harm or to be fearful.
- (c) A **close relative** of the employee is a person who:
 - (i) is a member of the employee's immediate family; or
 - (ii) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (d) **Immediate family** has the meaning provided in clause 4 (Definitions).

47.3. Entitlement

- (a) For each year of service, an employee is entitled to 10 days of paid leave to deal with family and domestic violence.
- (b) The entitlement is available in full from the start of each 12 month period.
- (c) The entitlement will not accrue from year to year.

47.4. Taking the leave

- (a) The employee may take unpaid family and domestic violence leave as:
 - (i) a single continuous 10 day period; or
 - (ii) separate periods of one or more days each; or
 - (iii) any separate periods to which the employee and Australian Unity agree, including periods of less than one day.
- (b) If the period during which an employee takes paid leave to deal with family and domestic violence includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid leave to deal with family and domestic violence on that public holiday.

47.5. Payment for leave to deal with family and domestic violence

- (a) A permanent or maximum term contract employee will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the leave is taken.
- (b) A casual employee will be paid at their casual rate of pay for the average number of hours worked per day of work in the preceding two months of the leave period commencing.
- (c) Any unused entitlement is not paid out on termination of employment.

47.6. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of leave to deal with family and domestic violence, in accordance with the ordinary hours of work during the period.

47.7. Notice of intention to take leave

An employee must give Australian Unity notice of the intention to take leave under this clause 47 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

47.8. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 47.2. Such evidence may include a document issued by the police service, a court, a doctor, a family violence support service, or a lawyer.

- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

47.9. Confidentiality

- (a) Australian Unity must take steps to ensure information concerning any notice or evidence an employee has given is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents Australian Unity from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

48. Parental leave

48.1. Application

- (a) To be entitled to parental leave, an employee must be both an eligible employee in accordance with sub-clause (b) and an eligible parent or intended parent in accordance with sub-clause (c).
- (b) The following employees are entitled to parental leave:
 - (i) permanent employees with at least six months' continuous service within the Australian Unity group of companies on the day before the commencement of the leave;
 - (ii) casual employees with at least nine months' service on the day before the commencement of the leave, who have worked regular and systematic hours, and reasonably expect to continue to do so;
 - (iii) employees engaged on a maximum term contract of employment with 12 months' continuous service on the day before the commencement of the leave.
- (c) The following parents are entitled to parental leave:
 - (i) the person giving birth; or
 - (ii) the partner of the person giving birth (including a same-sex partner); or
 - (iii) an intended parent as part of surrogacy arrangement; or
 - (iv) a person who adopts or fosters a child under the age of 16 (unless the child has lived with the employee continuously for six months or is the child of the employee's co-parent).

48.2. The period of leave

- (a) Subject to remainder of this clause 48.2, an entitled employee, who has responsibility or will have responsibility for the care of the child, is entitled to a period of up to 12 months' parental leave.
- (b) If a child is stillborn, the employee will still be entitled to the leave.

- (c) If a child dies in the first 24 months of their life, the employee will be entitled to finish any leave.
- (d) An employee's entitlement may be affected by any leave taken by their partner, in accordance with the NES.
- (e) Extensions to this leave period may be available in accordance with the NES.

48.3. Paid parental leave – primary carer

- (a) A portion of the leave referred to in clause 48.2 may be paid, in accordance with this clause.
- (b) Subject to the remainder of this sub-clause 48.3, an entitled employee who has the primary responsibility for the care of their child is entitled to payment during the leave period to the maximum amount set out below:

Continuous service	Period of payment and rate of pay
6 months	6 weeks full pay or 12 weeks half pay
7 months	7 weeks full pay or 14 weeks half pay
8 months	8 weeks full pay or 16 weeks half pay
9 months or more	14 weeks full pay or 28 weeks half pay

- (c) If the employee's baby is stillborn, and the employee was planning to be the primary carer, the employee can access up to six weeks' paid leave if the birth occurred after 20 weeks' gestation.
- (d) An employee who takes paid parental leave on 'full pay' will be paid at their base rate of pay for their ordinary hours of work during the portion of the leave that is paid.
- (e) An employee who takes paid parental leave on 'half pay' will be paid at half their base rate of pay for their ordinary hours of work during the portion of the leave that is paid.
- (f) If there is a public holiday in the paid period, and the employee would normally be entitled to be paid when absent, the employee will be paid for that day at either their full rate or half rate, as is applicable, but no additional payment will be made and the leave period will not be extended.
- (g) The period of leave under this sub-clause 48.3 will be reduced by a period of paid parental leave taken in accordance with sub-clause 48.4.

48.4. Paid parental leave – co-parent

- (a) A portion of the leave referred to in clause 48.2 may be paid, in accordance with this clause.
- (b) Subject to the remainder of this sub-clause 48.4, an entitled employee who is a co-parent of the primary carer is entitled to two weeks' paid leave. This leave is available even the employee is not intending to take any period of leave where they will be the primary carer of their child or any period of unpaid leave.

- (c) If the employee's baby is stillborn, and the birth occurred after 20 weeks' gestation, the employee remains entitled to take the paid leave.
- (d) An employee who takes paid parental leave under this clause 48.4 will be paid at their base rate of pay for their ordinary hours of work during the portion of the leave that is paid.
- (e) If there is a public holiday in the paid period, and the employee would normally be entitled to be paid when absent, the employee will be paid for that day at their base rate of pay but no additional payment will be made and the leave period will not be extended.
- (f) Leave will not be available under this sub-clause 48.4, if the employee has already taken their full entitlement of leave under sub-clause 48.3.

48.5. Taking parental leave

- (a) Subject to clause (b), the taking of leave will be in accordance with the NES.
- (b) If the employee wishes to access paid parental leave in accordance with clause 48.3, there may be conditions on how that portion of the leave is taken, as determined by Australian Unity. For example, Australian Unity may require that the portion of the leave period that is paid is taken in a single continuous period.

48.6. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid parental leave, in accordance with the ordinary hours of work during the period.

48.7. Notification of intention to take unpaid leave

- (a) Generally, the employee must give Australian Unity notice of at least 10 weeks before starting the period of leave. There may be situations where the notice requirements are less, in accordance with the NES. Australian Unity may also accept lesser notice.

48.8. Application to take paid leave

- (a) If an employee is intending to access the paid primary carer leave component, the employee must make an application to take this leave at least 10 weeks before the date the employee wishes the paid component of leave to commence. The application will be in accordance with Australian Unity requirements. Australian Unity may also accept a lesser notice period.
- (b) If an employee is intending to access the paid partner leave component, the employee must make an application to take this leave at least four weeks before the date the employee wishes the paid component of the leave to commence. The application will be in accordance with Australian Unity requirements.

48.9. Evidence

- (a) An employee who wishes to access the leave under this clause 48 must, if required by Australian Unity, provide evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave:

- of the date of birth, or the expected date of birth, of the child; and
- if the child is stillborn, relevant information about the birth; or
- (ii) if the leave is adoption, foster or surrogacy related leave:
 - of the day of placement, or the expected day of placement, of the child; and
 - that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child
- (iii) if the leave is paid primary care leave, of the intention for the employee to be the primary carer of the child.
- (b) Without limiting the type of evidence that might be required, Australian Unity may require the evidence to be a medical certificate.
- (c) An employee is not entitled to take paid parental leave under section 71 or 72, or flexible unpaid parental leave, unless the employee complies with this section.

48.10. Other related entitlements under the NES

- (a) An employee may be entitled to additional related entitlements under the NES, such as:
 - (i) unpaid special maternity leave (as per section 80 of the Fair Work Act); and
 - (ii) transfer to a safe job (as per section 81 of the Fair Work Act); and
 - (iii) no safe job leave (as per section 81A and 82A of the Fair Work Act); and
 - (iv) unpaid pre-adoption leave (as per section 85 of the Fair Work Act).

49. Long service leave

- (a) Employees will be entitled to long service leave in accordance with either the relevant state legislation or relevant award derived long service leave terms, whichever applies.

50. NAIDOC Week leave

50.1. Application

- (a) The leave under this clause 50 applies to all permanent and maximum term contract employees.

50.2. Entitlement

- (a) An employee is entitled to 1 days' paid leave in each calendar year to attend NAIDOC Week event(s) during a week recognised as NAIDOC Week in either the employee's work region or country/nation.

- (b) If an employee who identifies as Aboriginal and/or Torres Strait Islander person cannot use the leave during NAIDOC Week due to NAIDOC Week or other similar cultural commitments, they will be entitled to access the leave for other cultural purposes at any time during the year.
- (c) Upon request, NAIDOC Week leave may be substituted for 1 days' paid leave to participate in other ceremonies, festivals or events of national, regional or local significance to Aboriginal or Torres Strait Islander communities.
- (d) The entitlement will not accrue from year to year.

50.3. Payment

- (a) An employee will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the NAIDOC Week leave is taken.
- (b) Unused NAIDOC Week leave is not paid out on termination of employment.

50.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of NAIDOC Week leave, in accordance with the ordinary hours of work during the period.

50.5. Application to take leave

- (a) An employee must make an application to take NAIDOC Week leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

50.6. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 50.2.

51. Aboriginal and Torres Strait Islander cultural leave

51.1. Application

- (a) The leave under this clause applies to all employees who identify as Aboriginal and/or Torres Strait Islander people.

51.2. Entitlement

- (a) If an employee who identifies as an Aboriginal or Torres Strait Islander person is required by Indigenous tradition or custom to be absent from work for cultural purposes, the employee will be entitled to up to 10 days' unpaid leave each financial year.
- (b) The cultural leave entitlement will expire at the end of each of financial year.

51.3. Payment

- (a) Aboriginal and Torres Strait Islander cultural leave is unpaid leave.

51.4. Application to take leave

- (a) An employee must make an application to take cultural leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

51.5. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 51.2.

51.6. Transition to financial year entitlement

- (a) If an employee was entitled to cultural leave under previous enterprise agreement, and the employee took a days of cultural leave under that enterprise agreement during the financial year in which this Agreement commences, the employee's entitlement in the financial year in which this Agreement commences will be reduced by the number of days of cultural leave taken during the financial year under the previous enterprise agreement.

52. Emergency services volunteer leave

52.1. Application

This leave applies to all employees.

52.2. Definitions

- (a) An employee engages in a **voluntary emergency management activity** if, and only if:
- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) either:
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (b) A **recognised emergency management body** is:
- (i) a body, or part of a body, that has a role or function under a plan that:
 - is for coping with emergencies and/or disasters; and
 - is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - securing the safety of persons or animals in an emergency or natural disaster; or
 - protecting property in an emergency or natural disaster; or
 - otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the Fair Work Regulations;

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under the NES.

52.3. Entitlement

- (a) This leave is the same entitlement as the 'community service leave' available for undertaking a voluntary emergency management activity under the NES. It is named differently in this Agreement compared to the Fair Work Act to make it easier to differentiate between the NES entitlement and the Australian Unity entitlement provided for in clause 54.
- (b) An employee who engages in a voluntary emergency management activity is entitled to be absent from their employment for a period if:
 - (i) the period consists of one or more of the following:
 - time when the employee engages in the activity;
 - reasonable travelling time associated with the activity;
 - reasonable rest time immediately following the activity; and
 - (ii) the employee's absence is reasonable in all the circumstances.

52.4. Payment

Community service leave is unpaid leave.

52.5. Notice of intention to take leave

An employee must give Australian Unity notice of the intention to take leave under this clause⁵² as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

52.6. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 52.3.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

53. Jury service leave**53.1. Application**

- (a) This clause 53 applies to all employees, however the entitlement differs type of contractual engagement.

53.2. Entitlement

- (a) An employee who engages in **jury service** (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for a period consisting of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.

53.3. Taking the leave

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

53.4. Payment

- (a) If an employee, other than a casual employee, is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, the employee is entitled to payment in accordance with the remainder of this clause.
- (b) Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. If the period is of more than 10 days in total Australian Unity is only required to pay the employee for the first 10 days of absence.
- (c) The amount payable to the employee under this clause is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee.

53.5. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid leave to perform jury service, in accordance with the ordinary hours of work during the period.

53.6. Notice of intention to take leave

An employee must give Australian Unity notice of the intention to take leave under this clause 53 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

53.7. Evidence of need to take leave

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 53.2.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

53.8. Evidence of jury service pay

- (a) Australian Unity may require the employee to give Australian Unity evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (b) The evidence referred to above is only required in relation to the first 10 days of the absence.
- (c) If Australian Unity requires the employee to give Australian Unity the evidence referred to in this clause 53.8, the employee is not entitled to payment under clause 53.4 unless the employee provides the evidence.

54. Community volunteering leave**54.1. Application**

- (a) The leave under this clause 54 applies to all permanent and maximum term contract employees.

54.2. Entitlement

- (a) An employee is entitled to one day's paid community volunteering leave each financial year for the purpose of volunteering with a community organisation, or volunteering in the event of a significant community emergency.

54.3. Payment

- (a) An employee will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the community volunteering leave is taken.

54.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of community volunteering leave, in accordance with the ordinary hours of work during the period.

54.5. Application to take leave

- (a) An employee must make an application to take community volunteering leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

54.6. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 54.2.

55. Defence Force leave

- (a) An employee who is a member of the Australian Defence Force may be entitled to access Defence Force leave in accordance with any applicable Australian Unity policy as varied from time to time.

56. Study leave**56.1. Application**

- (a) The leave under this clause 55 applies to all permanent and maximum term employees, however the entitlement may vary.

56.2. Definitions

- (a) **Study leave** is for the purposes of attending courses and/or undertaking or preparing for examinations for a course/learning activity that has been approved in advance by Australian Unity and is part of an employee's approved development plan. This can include studies in English if the employee is from a non-English speaking background.

56.3. Entitlement to paid study leave

- (a) Paid study leave applies to all:
 - (i) permanent full-time employees; and
 - (ii) permanent part-time employees who have been employed with an Australian Unity entity for at least 12 months and who work more than four shifts per fortnight.
- (b) A full-time employee will be entitled to a minimum of two days' paid study leave per semester.
- (c) A part-time employee will be entitled to paid study leave on a pro rata basis.

- (d) Paid study leave does not accrue.

56.4. Unpaid study leave

- (a) All employees may apply for unpaid study leave, including employees who are also entitled to paid study leave. Unpaid study leave may be granted for a course/learning activity that is not part of an employee's development plan.
- (b) This leave will be granted at Australian Unity's discretion but will not be unreasonably withheld.

56.5. Taking the leave

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

56.6. Payment

- (a) An employee who is entitled to paid study leave will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the study leave is taken.

56.7. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid study leave, in accordance with the ordinary hours of work during the period.

56.8. Application to take leave

- (a) An employee must make an application to take study leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements but will not unreasonably refuse the leave.

56.9. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 56.2.

57. Union delegate training leave

57.1. Application

- (a) The leave under this clause 57 is available to union delegates of a union referred to in clause 2 (Coverage).

57.2. Entitlement

- (a) If a delegate is nominated by their union to attend a training course organised and conducted by the union, they may request paid leave to attend the training.
- (b) Each delegate will be entitled to receive a maximum of five days leave for this training each financial year.
- (c) Union training leave will not accrue from year to year.

57.3. Payment

- (a) Leave will be paid, at the base rate of pay, for the hours the ordinary hours that delegate would have worked if they had not been attending the training.
- (b) If an delegate's hours for work on the leave day are not known at the time the delegate makes the request, the delegate will be paid for the average daily number of ordinary hours worked in the two weeks preceding the leave period.

57.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of union training leave, in accordance with the ordinary hours of work during the period.

57.5. Application to take leave

- (a) The delegate must make the request for leave at least four weeks before the first day of the leave.
- (b) Australian Unity will not unreasonably refuse a request for union training leave. Reasonable grounds for refusal may include:
 - (i) Australian Unity not being reasonably satisfied that the course will assist in reducing workplace disputes and in advancing industrial harmony with Australian Unity; and/or
 - (ii) Australian Unity being reasonably satisfied that the delegate's attendance at the course would cause disruptions to the effective delivery of services to Australian Unity's customers; and/or
 - (iii) where more than one delegate has been nominated to attend the training from the same branch, facility or village.

57.6. Evidence

- (a) The delegate must provide Australian Unity with written notice of the nomination from the Union, setting out the time, dates, content and venue of the course the delegate has been nominated to attend.

58. Purchased leave

- (a) Employees may be entitled to access purchased leave in accordance with any applicable Australian Unity policy as varied from time to time.

59. Unpaid leave

- (a) In addition to the various unpaid leave types specifically identified in this Part 6, by agreement between Australian Unity and an employee, an employee may be granted a period of leave without pay where an accrued leave balance is not available to the employee.
- (b) Any period of approved unpaid leave in this Part 6, will not break an employee's continuity of service however it will not count for the purposes of:
 - (i) accruing annual leave; or
 - (ii) accruing personal/carers leave; or
 - (iii) accruing long service leave unless specifically provided for under the employee's long service leave source entitlement; or
 - (iv) progression under the classification structure where the progression is based on a period of time; or
 - (v) entitlement for an absence on a public holiday (noting that some leave types specifically exclude public holidays from the leave period);
 - (vi) the qualifying period for paid and unpaid parental leave; and
 - (vii) the calculation of notice of termination and redundancy benefits.

60. Public holidays**60.1. Public holidays**

- (a) The following are public holidays:
 - (i) each of these days:
 - 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Monday;

- 25 April (Anzac Day);
 - the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day);
- (ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Regulations from counting as a public holiday.
- (b) If, under (or in accordance with a procedure under):
- (i) a law of a State or Territory; or
 - (ii) this Agreement

a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

60.2. Employee entitled to be absent on public holiday

An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

60.3. Payment for public holiday absences

- (a) If an employee, other than a casual employee, is absent from their employment on a day or part-day that is a public holiday, and it is a day that if it had not been a public holiday the employee would have worked ordinary hours on the day, Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.
- (b) If an employee would not have worked ordinary hours on the day the public holiday falls had it not been a public holiday, the employee will not be entitled to any payment for the public holiday.

60.4. Substitution of public holidays

- (a) By agreement between Australian Unity and an employee another day may be substituted for a public holiday provided for in the NES.
- (b) If such a substitution day is agreed, the employee will be entitled to payment on the substituted day and not the legislated or gazetted day in accordance with clause 60.1(a) as if the reference to the public holiday in that clause is a reference to the substituted day.

60.5. Reasonable requests to work on public holidays

- (a) Despite sub-clause 60.2, Australian Unity may request an employee to work on a public holiday if the request is reasonable.
- (b) If Australian Unity requests an employee to work on a public holiday, the employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (c) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) whether the employee could reasonably expect that Australian Unity might request work on the public holiday;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by Australian Unity when making the request;
 - (vii) in relation to the refusal of a request — the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - (viii) any other relevant matter.

60.6. Payment for working on public holidays

- (a) Payment for working on public holidays is in accordance with either:
 - (i) clause 37 (Public holidays worked) for ordinary hours; or
 - (ii) clause 41 (Overtime) for overtime hours.

61. Interaction with NES

- (a) The following leave clauses in this Agreement are intended to reflect the NES entitlement, or in some instances provide an enhanced entitlement, but they are not intended to be in addition to the NES entitlement:
 - (i) clause 43 – annual leave;
 - (ii) clause 44 – personal / carer's leave;

- (iii) clause 45 – compassionate leave;
- (iv) clause 47 – family and domestic violence leave;
- (v) clause 48 – parental leave;
- (vi) clause 49 – long service;
- (vii) clause 52 – emergency services volunteer leave; and
- (viii) clause 53 – jury service leave.

Part 7 – Termination of employment

62. Termination of employment by Australian Unity

62.1. Notice of termination

- (a) Subject to the remainder of this clause 62 and clause 64 (Redundancy), Australian Unity may terminate the employment of an employee by providing the following notice which is dependent on the length of the employee's period of continuous service with Australian Unity at the end of the day on which the notice is given:

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

- (b) If the employee is over 45 years old and has completed at least two years of continuous service with Australian Unity at the end of the day on which the notice is given, the notice period required is increased the period by one week.
- (c) Australian Unity may, instead of providing notice, make a payment of at least the amount Australian Unity would have been liable to pay to the employee (or to another person on the employee's behalf) at the Full Rate of Pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (d) Australian Unity must not terminate the employment before the notice has been given or the payment made.

62.2. Exclusions for notice of termination obligations

- (a) Clause 62.1 does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season (unless a substantial reason for

employing the employee as described in that paragraph was to avoid the application of clause 62.1);

- (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee prescribed by the Regulations as an employee to whom the provisions of Sub-division A, Division 11 of Part 2-2 of the Fair Work Act does not apply.
- (b) If the employment of an employee who is engaged on a maximum term contract ends at the end date of the contract that will be an 'employee engaged, for a specific period of time' as set out in clause 62.2(a)(i).
- (c) If the employment of an employee who is engaged on a maximum term contract ends at the initiation of Australian Unity at date before the end date of the contract that will be not be an 'employee engaged, for a specific period of time' as set out in clause 62.2(a)(i) and the employee will be entitled to notice in accordance with clause 62.1 unless another exception in clause 62.2 applies.

62.3. Job search entitlement

- (a) Where Australian Unity 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.
- (b) The time off under clause 62.3 is to be taken at times that are convenient to the employee after consultation with Australian Unity.

63. Termination of employment by an employee

63.1. Notice of termination

- (a) Subject to the remainder of this clause 63, an employee may terminate their employment with Australian Unity by providing the following notice which is dependent on the length of the employee's period of continuous service with the Australian Unity at the end of the day on which the notice is given:

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

- (b) If an employee who is at least 18 years old fails to give the required notice Australian may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

63.2. Exclusions from notice of termination obligations

- (a) Clause 63.1 does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season provided the employee is intending to remain employed until the specified time, duration or season; or
 - (ii) a casual employee.

64. Redundancy benefits

64.1. Application of this clause

- (a) Subject to sub-clause (b), an employee is entitled to the benefits under this clause 64 if:
- (i) the employee's employment is terminated:
 - at the Australian Unity's initiative because Australian Unity no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - because of the insolvency or bankruptcy of Australian Unity; and
 - (ii) immediately before the time of the termination, or at the time when the person was given notice of the termination, whichever happened first, the employee's period of continuous service with Australian Unity is at least 12 months.
- (b) This clause 64 does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season (unless a substantial reason for employing the employee as described in that paragraph was to avoid the application of clause 62.1);
 - (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;

- (v) an employee prescribed by the Regulations as an employee to whom the provisions of Sub-division A, Division 11 of Part 2-2 of the Fair Work Act does not apply.

64.2. Notice period

- (a) Instead of the notice period provide for in clauses 62.1(a) and 62.1(b), Australian Unity will provide a notice period of eight weeks.
- (b) All other provisions of clauses 62.1 and 62.2 apply.

64.3. Redundancy pay

- (a) Australian Unity will pay the following amount of the redundancy pay based on the employee's period of continuous service with Australian Unity on termination:

Period of continuous service	Redundancy pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	9 weeks
4 years but less than 5 years	12 weeks
5 years but less than 6 years	15 weeks
6 years but less than 7 years	18 weeks
7 years but less than 8 years	21 weeks
8 years but less than 9 years	24 weeks
At least 9 years	27 weeks

- (b) The redundancy payment is calculated at the employee's base rate of pay for their ordinary hours of work.

64.4. Variation of redundancy pay in certain circumstances

- (a) If an employee is entitled to be paid an amount of redundancy pay by Australian Unity because of clause 64.3(a) and Australian Unity either:
- (i) obtains other acceptable employment for the employee; or
 - (ii) cannot pay the amount,

on application by Australian Unity, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.

- (b) If an employee is entitled to be paid an amount of redundancy pay by Australian Unity because of clause 64.3(a) and the employee is offered a suitable redeployment opportunity and rejects that offer, they will not be entitled to the enhanced redundancy benefits under this clause 64 but will remain entitled to the notice and redundancy benefits under the NES.
- (c) A redeployment opportunity will be considered 'suitable' for the purpose of sub-clause (b) if:
 - (i) the redeployment role is substantially similar to the employee's pre-redundancy role; and
 - (ii) the offer is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the employee's pre-redundancy terms and conditions.

64.5. Transfer of employment situations that may affect redundancy pay

- (a) If there is a transfer of employment (as defined in the Act), an employee is not entitled to redundancy pay if service with the Australian Unity entity counts as service with another employer (which may be another Australian Unity entity).
- (b) An employee is not entitled to redundancy pay if:
 - (i) the employee rejects an offer of employment made by another employer (the second employer) that:
 - is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Australian Unity entity immediately before the termination; and
 - recognises the employee's service with the Australian Unity entity), for the purpose of this Subdivision B, Division 11 of Part 2-2 of the Act; and
 - (ii) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.
- (c) If the FWC is satisfied that sub-clause (b) operates unfairly to the employee, the FWC may order Australian Unity to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for sub-clause (b)) that the FWC considers appropriate. Australian Unity must pay the employee that amount of redundancy pay.

64.6. Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice in accordance with clause 64.2(a) must be given as the employee would have been entitled to if the employment had been terminated and Australian Unity may, at Australian Unity's option, make payment instead of an amount equal to the difference between the former base rate of pay and the new base rate of pay for the number of weeks of notice still owing.

64.7. Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. If the employee resigns with effective date in the last five weeks of their notice period, the employee is entitled to receive the benefits they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice for the remaining portion of original notice period.

64.8. Job search entitlement

- (a) 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.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Australian Unity, 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.
- (c) This entitlement applies instead of clause 62.3.

65. Payment on termination of employment

- (a) Subject to:
 - (i) further order of the FWC (e.g. for example in relation to redundancy); and/or
 - (ii) Australian Unity making deductions authorised by this Agreement or the Act,

Australian Unity must pay an employee their wages and all other amounts that are due to the employee under this Agreement and the NES no later than seven days after the day on which the employee's employment terminates.

Signatures



Kevin McCoy
Chief Executive Officer
Independent and Assisted Living
Australian Unity
271 Spring Street
Melbourne Victoria 3000



Stewart Little
State Branch Secretary
Community and Public Sector Union (CPSF
Group) New South Wales Branch
160 Clarence St
Sydney NSW 2000

Appendix A – Classification Structure and Descriptors

Classification level	Classification descriptor
Administration Employee- Level 1	<p>An "Administration Officer Level 1" is an employee who works under general supervision. Employees at 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.</p> <p>Employees at this level will require personal judgement to perform administrative work of mostly a repetitive and routine nature in accordance with well understood and clearly documented procedures.</p> <p>Positions at this level require skills in oral and written communication with clients, other employees and members of the public.</p> <p>Work at this level involves the completion of prescribed and standard administration duties including, but not limited to, reception duties, enquiry triage, word processing, record management, data entry and similar computer operations and administrative assistance and support to operations to meet client and business requirements, assist with scheduling of meetings where requested, basic reporting and maintain workplace registers.</p> <p>Pre-requisite skill/competency</p> <ul style="list-style-type: none"> • Experience with Microsoft office suite. • Indicative qualification at this level is a relevant Certificate 3 • Appointment to this level at managerial discretion based on relevant employee qualifications and experience.
Administration Employee- Level 2	<p>An "Administration Officer Level 2" is an employee who works under limited supervision prioritising their work within established policies, guidelines and procedures. Employees at this level hold a substantial level of accountability and exercise independent initiative and judgement when selecting a particular method or process to be used from available options. Employees may assist with the supervision of other employees.</p> <p>Positions at this level require well developed communication, interpersonal and arithmetic skills to communicate appropriately with clients, other employees and members of the public.</p> <p>In addition to the tasks performed by an Administrative Officer Level 1 an employee at this level performs administrative duties including but not limited to clinical data entry, sales support including site tours, ledger posting or similar accounting operations, book keeping, computer operating tasks of a more complex nature, payroll data entry and record management.</p> <p>Pre-requisite skill/competency</p> <ul style="list-style-type: none"> • Intermediate experience with Microsoft office suite. • Experience with relevant business systems and applications • Indicative qualification at this level is a relevant Certificate 3 • Appointment to this level at managerial discretion based on relevant employee qualifications and experience.

Classification level	Classification descriptor
Administration Employee- Level 3	<p>An "Administration Officer Level 3" is an employee who works under limited supervision with a substantial level of accountability and responsibility and are able to exercise independent initiative and judgement when selecting a particular method or process to be used from available options. Employees at this level may provide direction, leadership, administration and rostering of employees.</p> <p>Employees at this level require well developed communication, interpersonal and arithmetic skills to build relationships and communicate appropriately with clients, other employees and members of the public.</p> <p>Employees at this level require the ability to gain co-operation and assistance from customers and other employees in the performance of well defined activities.</p> <p>In addition to the tasks performed by an Administrative Officer Level 2 an employee at this level performs administrative duties including but not limited to the implementation of quality control measures, computer operating tasks of a more complex nature, rostering staff for all delegated programs in consultation with the appropriate Manager, Supporting improving processes, oversee the work and training of lower level employees and provide guidance and counselling to others, compliments and complaints support and scheduling of training sessions and staff meetings.</p> <p>Pre-requisite skill/competency</p> <ul style="list-style-type: none"> • Intermediate experience with Microsoft office suite. • Experience with relevant business systems and applications • Indicative qualification at this level is a relevant Certificate 3 • Appointment to this level at managerial discretion based on relevant employee qualifications and experience.
Administration Employee- Level 4	<p>An "Administration Officer Level 4" is an employee who works under limited supervision with a substantial level of accountability and responsibility and are able to exercise independent initiative and judgement when selecting a particular method or process to be used from available options.</p> <p>Employees at this level may provide direction, leadership, administration and rostering of employees and will maintain a high level of attention to detail and quality.</p> <p>Employees at this level require well developed communication, interpersonal and arithmetic skills to build relationships and communicate appropriately with clients, other employees and members of the public.</p> <p>Employees at this level require the ability to gain co-operation and assistance from customers and other employees in the performance of well defined activities.</p> <p>In addition to the tasks performed by an Administrative Officer Level 3 an employee at this level performs administrative duties including but not limited to managing reporting and governance associated with rostering and productivity and technical assistance and coaching support to team members in regards to rostering practice.</p> <p>Pre-requisite skill/competency</p> <ul style="list-style-type: none"> • Intermediate experience with Microsoft office suite. • Experience with relevant business systems, applications and practices • Indicative qualification at this level is a relevant Certificate 3 • Appointment to this level at managerial discretion based on relevant employee qualifications and experience.

Classification level	Classification descriptor
Administration Employee-Level 5	<p>An "Administration Officer Level 5" is an employee who works under limited supervision with a substantial level of accountability and responsibility for the quality, effectiveness, cost and timeliness of the programs, projects or work plans which are governed by clear objectives and/or budgets.</p> <p>Employees at this level are to exercise independent initiative and judgement to resolve complex or technical problems with solutions not previously determined. They may be required to provide direction, leadership and administration of other employees and may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.</p> <p>Positions in this level require the ability to gain co-operation and assistance from customers, 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 are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.</p> <p>In addition to the tasks performed by an Administrative Officer Level 4 an employee at this level performs administrative duties including but not limited to supporting and leading process improvement, rostering in an aged care facility setting, coordination of customer centred services including the management of the quality of service delivery, relationship management with key stakeholders including customers, external service providers and health professionals to foster integrated care, management of customer care plans in a community setting, budget management and the management of WHS requirements for clients and employees.</p> <p>Pre-requisite skill/competency</p> <ul style="list-style-type: none"> • Comprehensive experience with Microsoft office suite. • Experience with relevant business systems and applications • Indicative qualification at this level is a relevant Advance Certificate or Associate Diploma • Appointment to this level at managerial discretion based on relevant employee qualifications and experience.

Appendix B – Minimum Wage Rates

Classification	Commencement of Agreement	1 July 2022 2%	1 July 2023 2%
Administration Employee- Level 1	\$ 28.80	\$ 29.38	\$ 29.96
Administration Employee- Level 2	\$ 29.50	\$ 30.09	\$ 30.69
Administration Employee- Level 3	\$32.79	\$ 33.45	\$34.11
Administration Employee- Level 4	\$34.50	\$ 35.19	\$35.89
Administration Employee- Level 5	\$37.15	\$ 37.89	\$38.65

Appendix C – Classification Mapping

Previous Enterprise Agreement	Previous Enterprise Agreement Classification	Classification Title
Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018	Administration Officer-Grade 1	Administration Employee- Level 1
Australian Unity Independent & Assisted Living Victorian Traditional Model Enterprise Agreement 2018	Administration Officer-Reception	
Australian Unity Home Care Enterprise Agreement 2017 and salaried employees (including preserved Crown Employees (Home Care Service of New South Wales- Administrative Staff) Award 2012)	Administration Assistant	
Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018	Administration Officer-Grade 2	Administration Employee- Level 2
Australian Unity Independent & Assisted Living Victorian Traditional Model Enterprise Agreement 2018	Administration Officer	
Australian Unity Independent & Assisted Living Victorian Traditional Model Enterprise Agreement 2018	Administration Officer-Grade 2	
Australian Unity Independent & Assisted Living "Consumer Directed Care Model" Enterprise Agreement 2018	Administration Officer	
Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018	Administration Officer-Grade 3	Administration Employee- Level 3
Australian Unity Home Care Enterprise Agreement 2014 & 2017 and salaried employees (including preserved Crown Employees (Home Care Service of New South Wales- Administrative Staff) Award 2012)	Allocations Coordinator	
Australian Unity Home Care Enterprise Agreement 2014 & 2017	Community Liaison Officer	
Salaried employees	Senior Allocations Coordinator	Administration Employee- Level 4
Australian Unity Independent & Assisted Living Victorian Traditional Model Enterprise Agreement 2018	Administration Team Leader	Administration Employee- Level 5
Salaried employees	Junior Community Liaison Managers	
Salaried employees (including preserved Crown Award).	Service Coordinator	

Annexure A

10 January 2022

Application for the approval of the Australian Unity Care Administration Enterprise Agreement 2022

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (Act), Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management Pty Ltd, Australian Unity Better Living Services Pty Ltd, Australian Unity Home Care Services Pty Ltd and Better Home Care Pty Ltd (collectively 'Australian Unity') provides the following undertakings in respect of the Care Administration Enterprise Agreement 2022 (the Agreement):

1. Clause 25(a)(ii) On call allowance

- a) If an employee is entitled to an on call allowance in accordance with clause 25 and the on call period commences on a public holiday, the employee will be paid an allowance of \$40.84 for each 24 hour period or part thereof they are on call instead of the allowances provided for in clause 25(a)(i) and 25(a)(ii).

2. Clause 31(b) Minimum shift payment

- a) In relation to clause 31(b) a casual employee will be paid for a minimum of 2 hours for each shift for which they are engaged.

3. Clause 43.2(b) Additional week of leave for shiftworkers

- a) In addition to the criteria for the entitlement to an additional week of annual leave for shiftworkers in clauses 43.2(a)(i) and 43.2(a)(ii), Australian Unity will consider employees who are regularly rostered to work their ordinary hours on a weekend as shiftworkers for the purpose of assessing eligibility for an additional week of annual leave.
- b) For the purpose of this undertaking an employee is regularly rostered to work their ordinary hours on a weekend if the employee is rostered to work one or more ordinary hours shifts in each fortnight, excluding periods of leave, on a Saturday or Sunday.
- c) For the purpose of this undertaking the timing of the assessment and accrual of leave in accordance with clause 43.2(g) will apply where an employee is regularly rostered to work their ordinary hours on a weekend as if the reference to the criteria in clause 43.2(b)(ii) also includes a reference to criteria contained in this undertaking at 3(a).

4. Application of the Agreement to apprentices

Australian Unity will not engage apprentices under this Agreement.

Signed for and on behalf of Australian Unity



Danielle Kavanagh
Head of Workplace Relations