

[2022] FWCA 2546

The attached document replaces the document previously issued with the above code on 28 July 2022.

Financial Services Union has been replaced with Finance Sector Union of Australia. The title has been amended to 'Aware Super Services Enterprise Agreement 2022' instead of 'Application for Approval of the Aware Super Services Enterprise Agreement'.

Associate to Deputy President Young

Dated 28 July 2022.



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aware Super Services Pty Ltd T/A Aware Super & VicSuper Pty Ltd
(AG2022/2251)

AWARE SUPER SERVICES ENTERPRISE AGREEMENT 2022

Banking, finance, and insurance industry

DEPUTY PRESIDENT YOUNG

MELBOURNE, 28 JULY 2022

Application for approval of the Aware Super Services Enterprise Agreement 2022

[1] Aware Super Services Pty Ltd T/A Aware Super & VicSuper Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Aware Super Services Enterprise Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, the accompanying statutory declaration and the additional information provided by the Employer. I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The CPSU, the Community and Public Sector Union (CPSU), Finance Sector Union of Australia (FSU), and Public Services Association (PSA), being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers these organisations.

[6] The Agreement was approved on 28 July 2022 and, in accordance with s 54, will operate from 4 August 2022. The nominal expiry date of the Agreement is 30 June 2025



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/2251

Applicant:
Aware Super Services Pty Ltd & VicSuper Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Steve Hill, Group Executive – People & Workplace, have the authority given to me by Aware Super Services Pty Ltd and VicSuper Pty Ltd to give the following undertaking with respect to the Aware Super Services Enterprise Agreement 2022 ("the Agreement"):

1. For so long as the Agreement is in operation, no employee will be employed as a shiftworker for the purpose of the National Employment Standards (NES) in the Fair Work Act 2009.
2. Clause 41.3 of the Agreement will not operate such as to allow deductions from accrued but unused NES entitlements.

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



Signature

21 July 2022

Date

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



Aware Super Services
Enterprise Agreement 2022

Where is everything?

Part 1 – Welcome	1
1 What do we stand for?	1
2 What is this all about?	1
3 What is the name of this Agreement and where can I find it?	1
4 Who is covered by this Agreement?	1
5 When does this Agreement commence?	2
Part 2 - Salaries and Related Matters	2
6 What is my annual salary?.....	2
7 How will I be paid?.....	4
8 How will my salary be reviewed?	4
9 Commitment to gender pay equality	5
10 Your Superannuation	5
11 Allowances	6
Part 3 – How and when you work	7
12 Types of Employment.....	7
13 When can I work my ordinary hours?.....	9
14 Changing your ordinary hours	9
15 How can I work more flexibly?	9
16 Additional Hours.....	11
17 Time Off in Lieu (TOIL).....	12
18 When can I take a break?	12
19 Training and Development.....	13
20 Job Flexibility	13
21 Where can I work?.....	13
Part 4 - Leave and public holidays	14
22 What Annual Leave will I receive?	14
23 Purchased Leave	15
24 Personal/Carer’s Leave	16
25 What Compassionate Leave am I able to receive?.....	16
26 Parental Leave.....	17
27 Transgender Transition Support Leave.....	19
28 Long Service Leave.....	19
29 Wellbeing Leave.....	20
30 Sabbatical Leave	20
31 Community Service Leave	20
32 Natural Disaster Leave.....	20
33 Volunteering Leave	20

34	Family and Domestic Violence Leave	21
35	Jury Service	21
36	Additional Leave	21
37	Public Holidays	22
Part 5 – Consultation, redeployment, and redundancy		22
38	Consultation	22
39	Appointing a representative	23
40	What happens if my role is made redundant?	24
Part 6 – Termination and Dispute Resolution.....		25
41	What is my notice period?	25
42	What is the process for dealing with disputes?.....	26
43	Union Representation.....	27
44	Managing under performance.....	27
45	Managing misconduct.....	28
46	Work Health and Safety.....	28
47	Definitions and Interpretation.....	28
Schedule A		30
	Former Pillar Agreement Employee redundancy entitlements.....	30
Schedule B.....		31
	Transitional arrangements for employees of VicSuper Pty Ltd	31
Execution.....		32

Part 1 – Welcome

1 What do we stand for?

At Aware Super, our purpose is to be a force for good in super and retirement, shaping the best outcomes for our members, their families and communities, and our industry.

Our vision is to be the most trusted choice for super, retirement and advice. We earn trust every day by the way we invest and provide the right help and advice. This means we Lead Bravely; Deliver Honourably and Care Deeply.

We aim to serve all Australians, particularly those that are community minded. This includes educators, health care workers, aged care and childcare, public sector and police and emergency workers.

2 What is this all about?

Our Agreement is about providing you with the support and flexibility needed to allow you to meet your personal and professional goals, while being recognised and rewarded for your efforts. This Agreement details information regarding your work terms and conditions, entitlements, and benefits, in addition to those found within your Employment Agreement and Company policies. For the avoidance of doubt, your Employment Agreement, the Award and any Company policies do not form part of this Agreement.

This Agreement has been negotiated with Employee and Union Representatives and will not reduce any entitlements provided by the National Employment Standards (NES), or applicable long service leave legislation. Where there is any inconsistency between this Agreement and the NES or applicable long service leave legislation, the more beneficial provision will apply to you.

3 What is the name of this Agreement and where can I find it?

This Agreement will be titled Aware Super Services Enterprise Agreement 2022 and will be posted within the People Policies & Documents page on HR & Me.

4 Who is covered by this Agreement?

This Agreement covers:

- a) Aware Super Services Pty Ltd and VicSuper Pty Ltd;
- b) Employees of Aware Super Services Pty Ltd and of VicSuper Pty Ltd who work in roles classified at Bands 1 – 4 using the AON classification framework, with the exception of all non – administration roles in Investments;
- c) The Community and Public Sector Union (CPSU) and the Finance Sector Union (FSU), provided that the Fair Work Commission (FWC) has noted in its decision to approve the Agreement that the Agreement covers these organisations.

Former Pillar Agreement Employees who are covered by this Agreement have particular entitlements which are set out in **Schedule A** of this Agreement.

Employees who were employed by VicSuper Pty Ltd as at 30th June 2020 and were covered by the VicSuper Enterprise Agreement 2017 at that time have particular entitlements which are set out in **Schedule B** of this Agreement.

5 When does this Agreement commence?

This Agreement will operate seven (7) days after it is approved by the FWC and has a nominal expiry date of 30 June 2025 unless otherwise terminated in accordance with the Act.

The Company will aim to commence discussions relating to a replacement agreement six (6) months prior to the nominal expiry date.

Part 2 - Salaries and Related Matters

6 What is my annual salary?

6.1 Job Classification

We use a job classification framework which is aligned to the AON job evaluation methodology to group together jobs with similar role factors. They are the:

- knowledge requirements of the role and its application to perform core role requirements;
- the levels of accountability and impact the position has;
- the levels of complexity in problem solving required as well as who the role interacts with both inside and outside the organisation.

The job classification framework determines which band level a role operates at, and in turn this band is used to determine the salary range for your role. This band is confirmed in the schedule of your Employment Agreement and is able to be viewed by you on our HR system. Once a band has been determined for your role, it will not change unless the requirements of the role substantially change, and only then after consultation with you.

6.2 Your annual salary

Your annual salary comprises both your base salary and superannuation contributions made by the Company on your behalf. If you are a part-time employee, you will be paid a pro-rated annual salary based on your ordinary hours of work.

Your hourly rate will be calculated by dividing the base salary (being your annual salary excluding employer superannuation contributions) for your role by fifty-two weeks (52) and then by thirty-eight hours (38).

6.3 Minimum annual salary

If you are a full-time employee, you will be paid no less than the minimum annual salary for the band level of your role within the appropriate job family as per the following:

Effective the first full pay period in September 2022 or in the first full pay period after the Agreement has been formally approved by FWC, whichever is the later, (inclusive of employer superannuation contributions at a rate of 11% of base salary). In either event, the adjustments will be backdated to the first full pay period in July 2022.

Job Classification	Minimum Annual Salary			
	Band 1	Band 2	Band 3	Band 4
Corporate Services (HR, Finance and Admin Support)	\$61,200	\$65,500	\$75,700	\$92,400
Advice Planning (Financial Planners and Technical support)	\$60,400	\$67,200	\$85,800	\$115,500
Projects and Change	\$60,400	\$70,000	\$85,000	\$122,500
Member Growth	\$60,400	\$72,300	\$80,800	\$102,000
Member Service (Service Centre, CSO Network and Member Solutions)	\$60,400	\$65,500	\$75,700	\$92,700
Risk and Legal	\$60,400	\$73,000	\$89,300	\$99,500
Technology	\$61,300	\$69,700	\$82,500	\$100,000

Effective the first full pay period in July 2023 (inclusive of employer superannuation contributions at a rate of 11.5% of base salary)

Job Classification	Minimum Annual Salary			
	Band 1	Band 2	Band 3	Band 4
Corporate Services (HR, Finance and Admin Support)	\$63,320	\$67,769	\$78,322	\$95,601
Advice Planning (Financial Planners and Technical support)	\$62,492	\$69,528	\$88,772	\$119,501
Projects and Change	\$62,492	\$72,425	\$87,944	\$126,743
Member Growth	\$62,492	\$74,804	\$83,599	\$105,533
Member Service (Service Centre, CSO Network and Member Solutions)	\$62,492	\$67,769	\$78,322	\$95,911
Risk and Legal	\$62,492	\$75,529	\$92,393	\$102,947
Technology	\$63,423	\$72,114	\$85,358	\$103,464

Effective the first full pay period in July 2024 (inclusive of employer superannuation contributions at a rate of 12% of base salary)

Job Classification	Minimum Annual Salary			
	Band 1	Band 2	Band 3	Band 4
Corporate Services (HR, Finance and Admin Support)	\$65,512	\$70,115	\$81,034	\$98,910
Advice Planning (Financial Planners and Technical support)	\$64,656	\$71,935	\$91,845	\$123,638
Projects and Change	\$64,656	\$74,932	\$90,989	\$131,131
Member Growth	\$64,656	\$77,394	\$86,493	\$109,187
Member Service (Service Centre, CSO Network and Member Solutions)	\$64,656	\$70,115	\$81,034	\$99,231

Job Classification	Minimum Annual Salary			
	Band 1	Band 2	Band 3	Band 4
Risk and Legal	\$64,656	\$78,143	\$95,592	\$106,511
Technology	\$65,619	\$74,611	\$88,313	\$107,046

You will not be paid less than the national minimum wage or any minimum wage detailed in the Banking, Finance and Insurance Award 2020 that would apply to you but for this Agreement.

Where a scheduled change to the minimum annual salary level occurs and this results in your actual salary falling below the new minimum salary after any salary increase in **clause 8.1** has been applied, your salary will be increased to the new minimum salary. You will be paid the increase in September of that year provided you remain in employment at that time, and it will be backdated to the first full pay period in July.

6.4 Cost of Living Allowance

If you are a permanent or maximum term full-time employee, you will receive a one-off cost of living allowance of \$1,000 (gross). If you are a permanent or maximum term part-time employee, you will receive a pro rata equivalent of \$1,000. This allowance is inclusive of an employer superannuation contribution at a rate of 11%.

The payment of this allowance will be made to you if you are employed by us on or before 1st July 2022 and is conditional on:

- a) a successful vote being held before 30 June 2022; and
- b) you being employed by the Company on the date the payment is made, and not otherwise serving any resignation or termination notice period

The allowance (less applicable tax and superannuation) will be paid by the end of July 2022 at the latest.

7 How will I be paid?

Your base salary (being your annual salary exclusive of employer superannuation contributions) will be paid fortnightly by electronic funds transfer. You will be provided with an electronic payslip for each pay period. If you are paid on a monthly basis as at the commencement of the Agreement, the transition of your payment frequency to a fortnightly basis will occur within two (2) months of the Agreement being approved by the FWC.

8 How will my salary be reviewed?

8.1 You will receive an annual salary increase as detailed in the following table provided that as at 1 July of that relevant year you

- a) have been in your current role for greater than six (6) months and;
- b) are not on a performance improvement plan (PIP) and;
- c) have not otherwise received an increase to your annual salary of at least the prescribed increase in the last six (6) months.

If you are on PIP as at 1 July of the relevant year, you will receive the salary increase for that year effective from the next pay period following the date your people leader assesses you as meeting performance expectations.

2022	2023	2024
3%	3%	3%

8.2 All increases in salary will take effect in September of the relevant year and will be backdated to the first full pay period in July of the same year.

9 Commitment to gender pay equality

We strive to be an employer of choice for gender equality and, as such, we commit to addressing gender disadvantage in the workplace. We do this in a number of ways including addressing any form of relative pay inequity that might occur between genders in comparable roles. We will actively review pay data so that we can identify any issues and we commit to taking action to address any gender pay gaps that might be identified.

If you have a concern regarding your pay relative to other employees with a different gender identity to you and performing the same role as you, then you should raise this with your people leader in the first instance. If the concern is unable to be resolved, it will be escalated to your people leader once removed or a member of the People Advisory team who may commission a review by the Head of Performance and Reward.

10 Your Superannuation

10.1 Employer contributions

We will pay a superannuation contribution on your behalf equal to the prevailing SGC rate, plus an additional 0.5% of your base salary. Superannuation contributions are included within the minimum annual salaries in **clause 6.3**.

When the prevailing SGC rate increases, your annual salary will increase by the additional 0.5% of your base salary in the first full pay period in July, and your base salary will not decrease as a result. This increase is in addition to any increase provided for in **clause 8.1**.

10.2 You can choose your own fund

We will make superannuation contributions to the fund of your choice, provided it is a complying fund under all relevant superannuation legislation.

Where you have not nominated such a fund, we will make contributions to the superannuation fund stapled to you. If there is not such a stapled fund, then the Aware Super fund will be the default fund for all superannuation contributions the Company makes on your behalf.

10.3 Voluntary employee and salary sacrifice contributions

- a) You may authorise us to pay, on your behalf, a specified amount from your post-taxation salary into your chosen superannuation fund.
- b) You may elect at any time to make additional pre-tax contributions into your chosen superannuation fund provided that:

- i Such election is made prior to the commencement of the period of service to which the earnings relate;
- ii Where salary sacrifice arrangements attract fringe benefits tax you will be liable for any payment of the fringe benefit tax;
- iii Salary sacrifice will not reduce your salary for the purposes of superannuation, redundancy, termination payment or for the calculation of allowance, penalty rates and additional hours payments; and
- iv You do not make more than four (4) variations to your salary sacrifice arrangement within a financial year.

10.4 Contributions while you are absent from work

Subject to the governing rules of your nominated superannuation fund, we will make the superannuation contributions provided for in **clause 10.1** in the following circumstances:

- a) whilst you are on any paid leave, including the paid portion of parental leave
- b) whilst you are on unpaid parental leave, up to a maximum of thirty-two (32) weeks in the twelve (12) month period following the relevant birth, adoption or placement;
- c) whilst you are on unpaid carer's leave;
- d) for the period of absence from work (subject to a maximum of fifty-two (52) weeks) due to work-related injury or illness, provided that you are receiving workers compensation payments, or receiving regular payments directly from us in accordance with relevant statutory requirements, and that you remain duly employed.

11 Allowances

11.1 Stand-by allowance

If you are required to be on stand-by to perform additional work outside your ordinary hours of work, you must be contactable, fit for duty and available to return to work within a reasonable period of time.

If you are formally rostered to be on stand-by, you will be paid an allowance of \$50 per instance. If you are recalled back to work within the rostered stand-by period, the additional hours worked will be compensated in accordance with **clause 16**.

Where the recall to work requires you to attend the office, you are entitled to a cab charge or reimbursement of a ride share or taxi fare for the journey between the office and your place of residence in accordance with **clause 16.8**.

For the avoidance of doubt, where you are still completing tasks for which you were recalled on stand-by for, when ordinary working hours commence, the additional hours arrangements in **clause 16** do not apply, unless you have not had a 10-hour break between work.

11.2 Additional hours meal allowance

If you are entitled to additional hours payment under **Clause 16**, and have either worked:

- one and a half (1½) additional hours beyond your ordinary working hours on a day or
- five (5) or more additional hours on a Saturday outside of the span of ordinary hours or on a Sunday or public holiday,

you will receive either a suitable meal or a meal allowance in accordance with the following:

- a) \$25 per occasion effective from 1 July 2022;
- b) \$25.63 per occasion effective from 1 July 2023;
- c) \$26.27 per occasion effective from 1 July 2024

11.3 Safety allowance

If you agree to be appointed by us as a qualified and accredited First Aid Officer to perform first aid duties, you will be paid an allowance of \$16.55 per week while you remain in the role of First Aid Officer. The safety allowance will increase annually each July by the percentages detailed in **clause 8**.

11.4 Higher Duties allowance

All permanent and maximum-term employees are eligible to receive a higher duties allowance where they are required to act in a higher position for a period of no less than five (5) consecutive workdays.

Where all duties of the higher position are undertaken, and this has been formally agreed with your people leader, you will be paid the minimum annual salary of the higher role for the period during which higher duties are performed. Where partial duties of the higher position are undertaken, an amount which is equal to 50% of the difference between the minimum annual salary of the higher role and your current annual salary will be paid.

Where you are a part-time employee, any higher duties allowance payable will be pro-rated based on your ordinary hours of work.

11.5 Travel allowance and reasonable work-related expenses

All reasonable travel and business expenses will be reimbursed with the approval of your people leader upon production of receipts, in accordance with the Travel and Reimbursement Policy, which does not form part of this Agreement.

Part 3 – How and when you work

12 Types of Employment

You may be engaged on a full-time, part-time, maximum-term or casual basis.

12.1 Full-time employment

As a full-time employee you are engaged to work an average of thirty-eight (38) ordinary hours per week or an average of one hundred and fifty-two (152) hours over four (4) weeks. You may be employed on a permanent or maximum-term basis.

12.2 Part-time employment

As a part-time employee you:

- a) are engaged to work an average of less than 38 ordinary hours per week or less than 152 hours over 4 weeks;
- b) will receive, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work;
- c) will receive details of the number of hours to be worked each week and your starting and finishing times;
- d) may be employed on a permanent or maximum-term basis.

12.3 Maximum-term employment

As a maximum-term employee you will be engaged for a specific period of time or for a specific task or tasks. Your Employment Agreement will specify the expiry date. You may work in a full-time or part-time capacity for the duration of your employment.

12.4 Casual employment

As a casual employee you will be engaged by the hour and paid by the hour. The minimum engagement period as a casual employee is three (3) hours.

For each hour worked, you will be paid the relevant hourly rate of pay for your role in accordance with **clause 6.3**, plus a casual loading of 25%. If you work outside the span of ordinary hours in **clause 13.1** the provisions of **clause 16** will apply to you.

The casual loading is paid in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. Unless otherwise stated, casual employees are not entitled to any forms of leave provided for under this Agreement.

12.5 Request for conversion

If you are a casual employee, you may be eligible to request to work as a part-time or full-time employee in accordance with the NES. If you have been employed as a casual employee for at least 12 months and in the past 6 months, worked a regular pattern of hours on an ongoing basis, then you may make a request in writing to the Company to convert to:

- a) a full-time employee if you were working the equivalent of full-time hours in the 6 months prior to the request; or
- b) a part-time employee with hours consistent with your regular pattern of hours in the 6 months prior to the request.

The Company will not refuse the request unless it has consulted with you and there are reasonable grounds to refuse the request, and those reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request. Reasonable grounds for refusing the request include, but are not limited to, the following:

- c) it would require a significant adjustment to your hours of work in order for you to be employed as a full-time employee or part-time employee;
- d) your position will cease to exist in the period of 12 months after making the request;
- e) the hours of work which you are required to perform will be significantly reduced in the period of 12 months after making the request;

- f) there will be a significant change to either (or both) the days or hours of work you are required to perform in the period of 12 months after making the request which cannot be accommodated within the days or times you are available to work during that period.

If you make such a request, the Company will provide you with a written response within 21 days after the request is made stating whether the request is granted or refused. If it refuses your request it will provide you with reasons. If it grants your request, the Company will, within 21 days after the request is made to it, give written notice to you of the following:

- g) whether you are converting to full-time employment or part-time employment;
- h) your hours of work after the conversion takes effect;
- i) the day your conversion to full-time employment or part-time employment takes effect (which will be the first day of your first full pay period that starts after the notice is given, unless agreed otherwise with you).

The Company will discuss the above matters with you prior to providing you with this written notice.

13 When can I work my ordinary hours?

- 13.1** The span of ordinary hours in the Service Centre will be 7.00 am to 8.30 pm Monday to Friday, and 8.00 am to 12.00 noon Saturday.

The span of ordinary hours in all other functions will be 7.00am to 7.00 pm Monday to Friday.

- 13.2** If you are a part-time employee, you will work the hours agreed between yourself and your people leader, within the spread of ordinary hours of work. All work performed by you outside of the agreed spread of ordinary hours, and where you have been directed to do so, will be paid in accordance with **clause 16**.

14 Changing your ordinary hours

Your ordinary hours of work may be changed from time to time by mutual written agreement between you and your people leader. If agreement cannot be reached, we may change your hours by providing you with four (4) weeks' written notice of the change. If a dispute arises in relation to your ordinary hours, it will be resolved in accordance with **clause 42**.

15 How can I work more flexibly?

- 15.1** While there are options about how you work in this Agreement, sometimes they won't fit your exact circumstances and we will need to agree with you to vary the effect of the Agreement so that you can work how you want to.

We recognise you may have a wide range of family and personal commitments, including child and elder care responsibilities or cultural practices. In support, we are committed to providing flexibility so you can fulfil these responsibilities or practices, provided of course that our business and member needs continue to be met.

- 15.2** Changes to working arrangements may include:

- a) changing total weekly hours/days worked;
- b) working fewer days in a week by working greater hours on those days you do work (a compressed work week);
- c) variation to allowances;

- d) varying pattern of work to include split shifts or job sharing; or
- e) change in start/finish time.

15.3 You may request a variation to how the terms of this Agreement apply to you in accordance with this **clause 15**. If approved, an 'Individual Flexible Work Arrangement' will commence. An Individual Flexible Work Agreement is unlikely to be necessary or appropriate where the changes you seek are ad hoc in nature or on a one-off basis.

All Individual Flexible Work Arrangements implemented must be genuinely agreed to by both you and us.

15.4 What can I change?

In your Individual Flexible Work Arrangement, we may both agree to change any one or more of these matters:

- a) arrangements for how and when work is performed;
- b) additional hours rates;
- c) allowances

In considering your request for an Individual Flexible Work Arrangement, we will ensure that the arrangement only involves permitted matters under section 172 of the Act and does not include any unlawful terms (as defined in the Act). We will ensure that the arrangement will result in you being better off overall than if no arrangement was made.

15.5 Details of the Individual Flexible Work Arrangement

All Individual Flexible Work Arrangements will be documented in writing and will include details of how the arrangement will work. Where the arrangement is approved, we will provide you with the written agreement within twenty-one (21) days of receipt of the arrangement request. It will include:

- a) some formalities – your name, the Company name, the date it commences and our signatures (you cannot have someone sign the Flexible Work Arrangement on your behalf unless you are under 18 years of age, whereby a parent or legal guardian will sign for you);
- b) which terms of the Agreement will be varied and how they will be varied; and
- c) how you will be better off overall as a result of the arrangement.

15.6 How can I end the arrangement?

If an Individual Flexible Work Arrangement has been put in place, you or the Company may decide at any time that the arrangement no longer works for one or both parties.

If this happens, either you or the Company may terminate the Individual Flexible Work Arrangement by providing twenty-eight (28) days' written notice (unless legislation provides for a longer period), or the arrangement may terminate at a date that both parties have agreed to in writing.

16 Additional Hours

What happens if I am required to work additional hours?

It is generally expected that you perform your work within your ordinary hours. However, we may at times require you to work reasonable additional hours where such work is unavoidable because of operational demands. We will endeavour to provide you with reasonable notice of the requirement to work additional hours. However, in the case of an emergency, it may not be possible to provide reasonable notice.

- 16.1** If you are in a role classified at Bands 1 – 3 and we have directed and approved you to complete additional hours of work, you must agree with your leader in advance whether these additional hours worked may be taken as Time Off in Lieu (TOIL) or paid at the applicable additional hours rates detailed in **clause 16.5**.
- 16.2** Regardless of which band you are in, your annual salary compensates you for the first 15 minutes of additional hours work after your 7.6 ordinary hours per day (or part time equivalent) and no additional rates or TOIL will apply in this circumstance.
- 16.3** If you are in a role classified at Band 4, your annual salary compensates you for reasonable additional hours worked outside of your ordinary hours. However, if you do work in excess of 180 hours in a 4-week period, and those excess hours have been pre-approved by your Manager, then additional hours payment rates would apply for those excess hours. If you work on a part time basis then the 180 hours will be pro-rated.
- 16.4** You may refuse a request to work additional hours where you have reasonable grounds for doing so.

16.5 Additional hours payment rates

Subject to this clause, all time worked at the direction of, and approved by, the Company outside the span of hours or in addition to your ordinary hours of work will be paid as follows:

Overtime hours worked		Full-time and part-time employees	Casual employees
		% of ordinary hourly rate	
Monday to Friday	First 3 hours	150	175
	After 3 hours	200	225
Saturday – outside ordinary hours of work		200	225
Sunday		250	
Public holidays			

In computing pay rates for additional hours worked, each day's work will stand alone. For the avoidance of doubt, the rates of casual employment are inclusive of the 25% casual loading.

Additional hours payments will only be made where you are required to work additional hours or have had a request to work them approved by your people leader.

You are not entitled to payment under this clause in respect of ordinary hours worked outside the span of hours if such hours are worked other than at the direction of the Company.

16.6 Subject to **clause 16.3** if you are in a role classified at Bands 1 – 3 and are required to work outside the span of ordinary hours on a Saturday, Sunday, or a Public Holiday, you are entitled to a minimum payment of four (4) hours at the appropriate additional hours rate.

16.7 If you are required to work additional hours, you are entitled to a twenty (20) minute paid rest break once five (5) hours have elapsed since the last rest break. It is your responsibility to agree with your people leader when you will take your rest break, and to take your paid rest break. If you do not take your paid rest break you will not receive any additional compensation.

16.8 Travel after additional hours worked

Where you have been required to complete additional hours of work which results in you leaving the workplace after 7:00 pm, you are entitled to a cab charge or reimbursement of a ride share or taxi fare home for the journey between the office and your place of residence.

Prior approval for all additional hours of work and subsequent cab charge / taxi fare home is required.

16.9 Reimbursement for care expenses

If you are required to work additional hours with less than 24 hours' notice and as a result you incur additional childcare, elder care or disabled dependent care expenses that you otherwise would not have incurred, you are able to receive reimbursement for these expenses so long as they are reasonable in the circumstances. We may request appropriate proof of costs incurred to support your reimbursement.

Prior approval of all additional hours of work and subsequent additional care expenses is required.

17 Time Off in Lieu (TOIL)

If you are in a role classified at Bands 1 – 3 and are required to work additional hours, and where agreed between you and your people leader, you may elect to take TOIL instead of receiving additional hours pay rates.

If you elect to take TOIL, you:

- a) Will be entitled to take one hour off for each additional hour worked;
- b) Must take the TOIL at a time agreed between you and your people leader; and
- c) Will not be entitled to take time off work in respect of any additional hours for which you have already been paid.

Arrangements for TOIL to be taken are to be made with your people leader, and as far as possible, TOIL should be taken within four (4) weeks of it being accrued. If an accrued TOIL balance exceeds 20 hours, the excess amount will be paid out at the appropriate additional hours payment rate. Any accrued but untaken TOIL will also be paid out at the additional hours payment rate upon termination of employment.

18 When can I take a break?

You are not required to work more than five (5) consecutive hours without a meal break. However, where your daily hours to be worked are six (6) hours or less, you may agree with your

people leader to work the extended six (6) hour period with no break.

18.1 Meal breaks

Meal breaks:

- a) will be no less than 30 minutes and no more than one (1) hour in duration;
- b) are to be taken at a time agreed between you and your people leader; and
- c) do not count as ordinary hours worked and are therefore unpaid.

18.2 Rest breaks

- a) If you are working more than 5 hours a day during your ordinary hours of work, you are entitled to two (2) 15-minute paid rest breaks.
- b) All paid rest breaks will be taken at a time mutually agreed by you and your people leader. It is your responsibility to agree on that time with your people leader, and to take your paid rest break. If you do not take your paid rest break you will not receive any additional compensation.
- c) In any circumstance where you work more than 5 hours a day and take more than two (2) 15-minute rest breaks, those additional rest breaks will not count as working time and your finish time will be extended accordingly. Where this results in your finish time falling outside the span of ordinary hours, you will not be entitled to TOIL or additional hours rates.

18.3 Unless otherwise agreed between you and your people leader, you will not be required to work:

- a) more than 10 hours in any one day without having a break of at least 10 hours between finishing work one day and starting work the next day.

19 Training and Development

Permanent employees have access to internal and external learning and development opportunities, aligned to your current role or professional development, and in accordance with company policy.

Costs may be reimbursed for approved courses with prior approval of your people leader.

Reasonable time off for study, examinations or lectures will be granted when they occur during normal hours of work.

20 Job Flexibility

During the course of your employment and where business needs require, we may temporarily or permanently move you into a similar level position to your current position, where you have the requisite skills and/or experience. Where that move will be for a period longer than two (2) weeks or on a permanent basis, we will consult with you two (2) weeks prior to a requirement for you to move into a similar level position.

21 Where can I work?

We believe in embracing an approach to work that embeds the benefits of home-based working with those of working together in the office to connect and collaborate with colleagues. You will be assigned a primary office location in your Employment Agreement. However, you may choose

to work from an office location closer to where you live or to work from home on some occasions by agreement with the Company.

None of our roles will operate fully from home. You will be required to have regular attendance in the office. We expect on average that office attendance will be at least one (1) day a week, with more time being spent in the office for key activities that your leader will determine in consultation with you and your team members.

When you do work from home, it is expected that you will work your usual pattern of hours. Outside of those pattern of hours, it is not expected that you remain connected to work.

Part 4 - Leave and public holidays

22 What Annual Leave will I receive?

Time out is important - we all work hard and have busy lives. If you are full-time, you will accrue four (4) weeks of annual leave per year of service or a pro-rata equivalent if you are part-time. Leave is accrued according to your ordinary hours of work. However, it does not accrue during periods of unpaid leave.

Unused annual leave accumulates from year to year and is paid out to you if it has not been taken when you leave your employment with us.

22.1 Letting us know when you want to take leave

You are required to provide us with as much notice as possible of the dates of your proposed annual leave by applying for leave no less than four (4) weeks prior to the date that your annual leave is proposed to commence. Your people leader will confirm your leave request within two (2) weeks of submitting it.

Your people leader will not unreasonably decline your request for annual leave. In considering whether to approve your request, your people leader will consider your personal circumstances and the timing of your proposed leave with regards to business needs, and other team member leave dates.

22.2 Requiring you to take a break

We encourage you to take your leave and sometimes we will direct you to take annual leave – but we'd only do that if it's reasonable. We may require you to take leave where:

- a) you have accrued an excessive amount of annual leave of eight (8) weeks or more; or
- b) where we shut down part or all of the business like we usually do over the Christmas and New Year period.

If we wish you to take leave because you have an excessive amount of leave, we will attempt to agree a plan with you to reduce your excessive balance. If no agreement is reached, we may then direct you take leave providing such a direction will not result in your remaining accrued entitlement to annual leave being less than six (6) weeks.

If we require you to take annual leave, we will give you a minimum of four (4) weeks' notice.

22.3 Requesting to take a break

If you have held an excessive amount of accrued annual leave of eight (8) weeks or more for more than six (6) months and have not been required to take leave as described in **clause 22.2**, you may submit a written request to your people leader to take annual leave.

We will accommodate that request providing that you give a minimum of eight (8) weeks' notice before the leave is to be taken, and the leave you are proposing to take is taken within twelve (12) months' of the notice being given. The duration of leave requested cannot be less than one (1) week and no greater than four (4) weeks. It must not result in your remaining accrued entitlement to annual leave being less than six (6) weeks.

22.4 Not paid annual leave

You are not taken to be on paid annual leave where:

- a) A day or part day that is a public holiday occurs in your work location, during your period of annual leave (it will count as an ordinary workday instead); or
- b) If, during a period of paid annual leave, you take any other leave type (other than unpaid parental leave) provided for in the NES; or
- c) You are absent from employment due to community service leave provided for in **clause 31**.

22.5 Cashing out excess annual leave

We want you to take your annual leave, but we understand that from time to time you may accrue excess leave and would prefer to receive a payment for the leave.

You may request to cash out accrued annual leave to reduce your excessive annual leave balance. The maximum amount of accrued annual leave that may be cashed out in any twelve (12)-month period is two (2) weeks. Following cashing out, a minimum of four weeks' annual leave must be retained. Approval is subject to the discretion of your people leader.

Any cashing out arrangement will be agreed in writing with you.

22.6 How we calculate and pay your annual leave entitlements

If you work:

- a) Full-time - you will accrue leave in accordance with your ordinary hours of work, up to the maximum entitlement specified for each year of continuous service.
- b) Part-time – you will accrue leave on a pro-rata basis based on your ordinary hours of work.
- c) on a casual basis - you do not accrue leave.

Leave entitlements are calculated and paid using your base salary unless otherwise specified.

23 Purchased Leave

If you have an annual leave balance of less than eight (8) weeks, you may be eligible to apply to purchase up to four (4) additional weeks of annual leave per year (pro-rata for part-time employees). By purchasing leave, you will be reducing your salary by the monetary value of the number of weeks' leave purchased.

Leave can only be purchased in full weeks and must be taken within the twelve (12) month

period from when the arrangement commenced. Should your employment end part way through a year, any additional purchased leave will be paid out to you at the rate for which you purchased it. Further details on the application process can be found in the Purchase of Additional Leave Policy.

24 Personal/Carer's Leave

If you cannot work because you are sick or injured, or you need to care for or support an immediate family member or member of your household who is sick, injured or affected by an unexpected emergency, you may take personal/carers leave.

Where additional carer's leave is required, and you have exhausted your paid personal/carers leave entitlement, you are entitled to an additional two (2) days' unpaid leave. Your people leader has the discretion to grant additional unpaid leave if you have exhausted your entitlement.

24.1 What personal/carers leave will I receive?

If you are a full-time employee, you will receive fifteen (15) days paid personal/carers leave per year of service. The entitlement is pro-rated for part-time employees.

Personal/carers leave accrues progressively from year to year, according to your ordinary hours of work. Unused personal/carers leave is not paid out upon cessation of employment.

24.2 Letting us know

We need to plan for your absence, so you are required to give your people leader as much notice of your absence as possible and explain the likely duration and reason for your absence.

Where reasonably practicable this notification shall be made no less than one (1) hour prior to the commencement of your workday/shift.

24.3 Evidence

You are entitled to a maximum of three (3) successive days of personal/carers leave without providing proof that you were entitled to take that leave, unless those days are taken either side of a weekend or public holiday, or where the Company considers that there is an identified pattern of absence, in which case you may be required to provide proof of the reason for the absence.

Proof of the reason for the absence must be provided by way of a medical certificate from a registered health practitioner or a statutory declaration.

24.4 Superannuation whilst on unpaid carers leave

We will continue to make superannuation contributions to your fund during any period of unpaid carers leave, calculated using your applicable salary at the time of that leave.

25 What Compassionate Leave am I able to receive?

Employees (other than casual employees) are entitled to five (5) days of paid compassionate leave for each permissible occasion. A permissible occasion is when a member of your immediate

family, or a member of your household:

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

Casual employees are entitled to three (3) days of unpaid leave for each permissible occasion.

25.2 Letting us know

You are required to provide notice of the taking of compassionate leave as soon as practicable and advise us of the period, or expected period, of the leave. We may request appropriate medical or other evidence such as a Statutory Declaration to support your leave.

26 Parental Leave

You may be eligible to receive parental leave entitlements if the leave is associated with:

- a) the birth of a child of you or your spouse, including by surrogacy; or
- b) the placement of a child with you for adoption, permanent care, or through long-term fostering or kinship arrangements which will last for more than two years; and
- c) you have or will have the responsibility for the care of that child.

What Parental Leave will I receive?

- 26.2** Where you are providing care for a child, you are eligible to take unpaid parental leave in accordance with the NES and this **clause 26**.
- 26.3** Where you do not have primary responsibility for the care of a child and your partner is on parental leave, you may take up to eight (8) weeks of unpaid concurrent parental leave within the first year of the birth, adoption or placement event.
- 26.4** If you are a permanent full-time or part-time employee you will be eligible for paid parental leave in accordance with this **clause 26** within the first year of birth or placement of the child. There is no minimum service period required to access unpaid or paid parental leave.
- 26.5** If you are eligible for paid parental leave under this **clause 26** and you will have primary responsibility for the care of the child, you will be entitled to up to twenty (20) weeks' paid primary carer's leave, calculated on the basis of your pre-parental leave salary. If at the time of taking paid parental leave you are within your probation period, a maximum of eight (8) weeks of primary carer's leave can be taken during your probation period, with the remaining twelve (12) weeks to be taken after you have completed your probation period.
- 26.6** If you are eligible for paid parental leave under this **clause 26** but you will not initially have primary responsibility for the care of the child, you will be entitled to up to four (4) weeks' paid secondary carer's leave, calculated on the basis of your pre-parental leave salary. If during the first year of the birth or placement of the child, you take primary responsibility for the care of the child, you are entitled to take up to twenty (20) weeks paid primary carer's leave, less any secondary carer's leave already taken.
- 26.7** Paid parental leave payments under this **clause 26** may be made on a normal fortnightly basis or at the rate of half pay over an extended period at your election.
- 26.8** The entirety of the paid parental leave entitlement must be taken in the period prior to the child turning one (1) or within the first year of placement.

Additional details regarding the application and notification of all parental leave provisions can be found in the relevant Company policy.

26.9 Grandparents leave

If you are or will be a grandparent, and are a permanent employee, you are entitled to five (5) days' paid grandparent leave.

This leave must be taken within the first twelve (12) months of the birth, adoption or placement of your grandchild.

26.10 Pre-adoption leave

If you are seeking to adopt a child, you are entitled to two (2) days' paid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption process.

You and your people leader may agree on the length of any unpaid leave. Where agreement cannot be reached, you are entitled to take up to two (2) days' unpaid leave.

You may be required to provide satisfactory evidence supporting the leave. Casual employees are not entitled to this leave.

26.11 Superannuation whilst on parental leave

We will pay the relevant SGC during unpaid parental leave up to a maximum of thirty-two (32) weeks in the twelve (12) month period following the relevant birth, adoption or placement, calculated using your pre-parental leave salary.

26.12 Paid special maternity leave

If your pregnancy advances more than twenty (20) weeks and ends other than by the birth of a living child, or a child born alive does not survive, you are entitled to twenty (20) weeks' paid special maternity leave immediately. Casual employees are not entitled to this leave.

26.13 Accrual of leave whilst on paid parental leave

You will continue to accrue annual leave, personal leave and long service leave during any period of paid parental leave.

26.14 Keeping in touch days

You can work up to ten (10) keeping in touch days during your unpaid parental leave. If you extend your unpaid parental leave beyond twelve (12) months, you may undertake an additional ten (10) keeping in touch days.

Keep in touch days may be worked as a part day, single day, or multiple days. They are not required to be taken and must be agreed to by the Company. The earliest you can take a keeping in touch day is 42 days after the birth, adoption or placement or, if requested and agreed by the Company, 14 days after the birth, adoption or placement. You will receive your normal pay and leave entitlements for each keeping in touch day (or part day).

27 Transgender Transition Support Leave

We recognise the importance of providing a supportive environment when you are undertaking a gender transition.

Where you identify as transgender, and you wish to permanently adopt a gender that is different to your birth sex, you may take up to four (4) weeks' paid gender transition support leave and fifty-two (52) weeks' unpaid transgender transition support leave, to undertake the process of transitioning gender. The period of unpaid transgender transition support leave taken is inclusive of any other paid leave taken, including the four (4) weeks' paid gender transition leave.

You must have completed twelve (12) months continuous service at the time of application. On ending your gender transition support leave, you are entitled to return to your pre leave position or a substantially similar and available position if your original one no longer exists.

Further detail pertaining to this leave provision is available in the relevant Company policy.

28 Long Service Leave

28.1 You are entitled to receive:

- a) Thirteen (13) weeks paid LSL after ten (10) years of continuous service; and
- b) A further one and a third (1.3) weeks paid LSL for every additional completed year of service thereafter.

28.2 The rate of pay at the time you take LSL will be calculated in accordance with the state LSL legislation applicable to you.

28.3 Your LSL balance can be taken on a pro-rata basis upon completion of seven (7) years' continuous service and must be taken for periods of no less than one (1) day. You may request to take LSL before you have accrued the entitlement to it. If we agree to this arrangement and your employment ends before the LSL has been accrued, you agree that any balance owed will be deducted from your final pay.

28.4 Your LSL will continue to accrue when you are on periods of paid leave as well as for absences of 52 weeks or less when on unpaid parental leave or if in receipt of weekly payments of compensation as part of a Workers Compensation claim. Your LSL will not continue to accrue when on other periods of unpaid leave or in the event of a break in service.

28.5 A period of LSL taken is exclusive of public holidays, and because LSL is paid leave, it will count as continuous service and annual leave and personal leave entitlements will continue to accrue when you are on LSL.

28.6 Your LSL will be paid out on a pro-rata basis after five (5) years' continuous service if your employment is terminated by the Company for reasons other than serious and wilful misconduct. In all other cases, it will be paid out after seven (7) years' continuous service.

28.7 The LSL entitlement under this **clause 28** satisfies, and is not in addition to, any entitlements you may have under state long service leave legislation.

28.8 This clause should be read in conjunction with the LSL legislation applicable to you. Such legislation gives meaning to certain terms used in this clause.

29 Wellbeing Leave

We believe in creating a workplace that supports and cares for the 'whole' employee. If you are a permanent employee you are entitled to two (2) days of paid wellbeing leave to enable you to take a short break from work and focus on your personal wellbeing. When taking wellbeing leave, you need to notify your manager no less than one hour prior to the commencement of your workday or shift.

Wellbeing Leave is credited at the start of each financial year to all employees who have passed their probation period prior to 31 March of the prior year. Wellbeing Leave does not accrue from year to year and is not paid out if your employment with Aware Super ends.

30 Sabbatical Leave

We understand that there are times when you might want to take an extended break away from work to pursue other interests. If you are a permanent employee, you can take up to three (3) months of unpaid sabbatical leave to enable this once every five (5) years of completed service, providing you do not have greater than eight (8) weeks of accrued leave. Sabbatical Leave does not accrue from year to year and is not paid out if your employment with Aware Super ends.

31 Community Service Leave

We recognise and support the valuable contribution you can make by participating in voluntary emergency management activities.

If you are a permanent full-time or part-time employee and you are a member of an emergency management body (such as the SES or Rural Fire Service), you are entitled to up to twenty (20) days' paid Community Service Leave per annum if you are required by them to help deal with an emergency or natural disaster. This leave does not accrue from year to year.

Under the NES you also are entitled to further periods of unpaid community service leave for the same purpose. Further detail pertaining to this leave provision is available in the relevant Company policy.

32 Natural Disaster Leave

We also want to support you at times when you or members of your immediate family are experiencing difficult circumstances as a result of a natural disaster.

If you are a permanent full-time or part-time employee and need to evacuate or defend your property or secure alternative premises as a result of a natural disaster, you are entitled up to one (1) weeks' paid natural disaster leave. This leave can also be used to support immediate family members in similar circumstances and may be extended by a further one (1) weeks' paid leave at the discretion of your people leader.

33 Volunteering Leave

We care about the wider community and believe in creating a workplace that supports the connections you have with your community.

One (1) day's paid volunteering leave is credited at the start of each financial year to all

employees who have passed their probation period to enable you to undertake volunteering activities for a registered charity or community organisation. Volunteering leave does not accrue from year to year and is not paid out if your employment ends.

34 Family and Domestic Violence Leave

We are committed to supporting our employees who are experiencing domestic and family violence or are providing support to an immediate family member or household member who is experiencing domestic and family violence.

If you are a permanent full-time or part-time employee and are experiencing domestic and family violence you can, subject to this **clause 34**, access uncapped paid leave for the purpose of obtaining medical and legal assistance, for attending court appearances or counselling, to assist in relocation or to make arrangements necessary for the safety and security of you and your family.

If you are providing support to an immediate family member or household member who is experiencing domestic and family violence, you can access up to ten (10) days' paid leave per year. Additional leave may be provided depending on individual circumstances. This leave does not accrue from year to year. Further detail pertaining to this leave provision is available in the relevant Company policy.

34.1 Taking leave

To access Family and Domestic Violence Leave, you need to first agree a plan with your people leader which takes into account your circumstances and identifies the amount of and / or duration of leave which is available to you. The leave may be taken in one continuous period, in several shorter periods or as single days or hours, as agreed with you.

You may be asked to provide appropriate evidence (such as a letter from your health practitioner or a recognised support service, documents issued by the police or a court of law or a statutory declaration) in support of the leave. If your circumstances change, you need to advise your people leader of this at the earliest opportunity and agree a new replacement plan with them.

35 Jury Service

The Company supports you in participating in community services, such as Jury Service.

All permanent and maximum-term employees will receive make up pay for Jury Service. Make up pay is the difference between what you would have earned under the terms of your employment and payment you receive for performing jury service.

Further detail pertaining to this leave provision is available in the relevant Company policy.

36 Additional Leave

We have a very comprehensive set of leave arrangements, but also recognise that life can be unexpected and sometimes unplanned events cause periods of significant stress which require unplanned time off work. Additional paid or unpaid leave can be considered in exceptional circumstances and when all other leave options have been exhausted. Should you wish to make an application for such leave, you should discuss your specific circumstances with your people

leader, and they will apply discretion on a case-by-case basis, balancing your needs with team and operational requirements.

37 Public Holidays

37.1 You are entitled to be absent on a public holiday in the state in which you live when that public holiday occurs on a day that you would normally work.

The following are national public holidays – New Year’s Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Christmas Day and Boxing Day.

The following are public holidays declared by individual states:

- In ACT – Canberra Day, Reconciliation Day, Easter Saturday, Queen’s Birthday and Labour Day
- In NSW – Easter Saturday, Queen’s Birthday and Labour Day
- In QLD – Easter Saturday, Queen’s Birthday and Labour Day
- In VIC – Easter Saturday, Queen’s Birthday, Labour Day, AFL Grand Final Day and Melbourne Cup
- In WA – Labour Day and Western Australia Day

If the state in which you live declares or prescribes a public holiday in addition to or in substitution of those set out in this **clause 37.1** those days will constitute additional holidays for the purpose of this agreement.

37.2 If you are required to work on a public holiday, we will give you four (4) weeks’ notice of this requirement.

37.3 You can either be paid at double time and a half or you can substitute the public holiday for another day off in the same period by mutual agreement with your people leader. If we are unable to agree to your requested substitute day, we will pay you for this day. You will be entitled to no less than four (4) hours’ pay, provided you are available to work for four (4) hours. If you are in a role classified at Band 4, this **clause 37.3** will only apply to the extent that the hours worked are in excess of the thresholds prescribed in **clause 16.3**.

37.4 Swapping Public Holidays for a day of cultural significance

You can swap a state-based public holiday for time off on a day of cultural significance to you, providing you give your people leader at least four weeks’ notice of the day off required and which public holiday you are substituting it for. You will be required to work your standard hours on the public holiday that you have nominated to swap and time off in lieu will not apply to this day. You will not be able to swap with a public holiday that occurs during an office closure period, or those that fall during a period of leave you are or will be taking.

Part 5 – Consultation, redeployment, and redundancy

38 Consultation

38.1 We’ll consult with you and with relevant union representatives as soon as practicable after we formally propose to introduce major workplace change. A major workplace change is where a major change to production, program, organisation, structure, or technology in relation to our enterprise is likely to have a significant effect on Employees. A major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

38.2 A consultation period of no less than one (1) week will apply for any major workplace change. The consultation period will be extended by up to one (1) further week if there are still outstanding queries pertaining to the workplace change.

38.3 Where your role is no longer required as a consequence of a major workplace change, we will support you in redeployment opportunities and provide access to outplacement services.

38.4 What's the process?

- a) As soon as practicable after we formally propose to introduce a major workplace change, we'll discuss with you (or your nominated representative) and relevant union representatives:
 - i the introduction of the change;
 - ii the effect the change is likely to have on you, including any welfare considerations; and
 - iii measures we are taking to avert or mitigate the adverse effect of the change on you.
 - iv We will provide to you in writing:
 - v all relevant information about the change including the nature of the change proposed;
 - vi information about the expected effects of the change on you; and
 - vii any other matters likely to affect you.
- b) We will consider all matters raised by you about the change and aim to provide any information and responses to questions as soon as practicable. The Company is not required to disclose confidential or commercially sensitive information to you.

38.5 Changes to hours of work

We will consult with you two (2 weeks) prior to a proposed change to your roster or ordinary hours of work. If you are affected by the change, we will:

- a) provide you with information about the change;
- b) invite you to give your views about the impact of the change (including any impact in relation to your family or caring responsibilities); and
- c) reasonably consider those views.

This clause does not apply to you if you have irregular, sporadic or unpredictable working hours.

39 Appointing a representative

You may appoint a representative for the purposes of the procedures contained within **clause 38**.

40 What happens if my role is made redundant?

The provisions of this clause apply to you if you are a full-time or part-time employee. It does not apply to casual employees.

You may be entitled to receive redundancy pay if your employment with us ends:

- a) at our initiative because we no longer require the job to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- b) because of the insolvency or bankruptcy of the Company.

Your redundancy pay entitlement is dependent on your period of continuous service with the Company, as per the following:

Your period of continuous service with the Company on termination	Redundancy pay period
At least one year but less than two years	Four weeks
At least two years but less than three years	Six weeks
At least three years but less than four years	Seven weeks
At least four years but less than five years	Eight weeks

After five (5) years' continuous service, you are entitled to an additional two (2) weeks of redundancy pay for each year of continuous service thereafter and the pro-rata equivalent for each month of completed service in your last year, to a maximum total of forty (40) weeks after twenty (20) years of continuous service.

For former Pillar Agreement Employees, entitlements in a redundancy situation will be in accordance with Schedule A.

You will not be entitled to redundancy pay under this **clause 40** where there is a Transfer of Employment in relation to you and your new employer recognises your service with us for redundancy pay purposes or where:

- c) you reject an offer of employment by another employer that:
 - i is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than your terms and conditions of employment with us immediately before the termination; and
 - ii recognises your service with us for redundancy pay purposes; and
- d) had you accepted the offer, there would have been a Transfer of Employment that relates to you

Notice of termination will be in accordance with **clause 41.1**.

If you are a part-time employee at the time your employment ends on the grounds of redundancy, but you have been engaged to work a greater number of hours in the past five (5) years, then your redundancy pay entitlements will be calculated on a weighted average of the hours you have worked over the past five (5) years and on your base salary at the time of your employment ends.

Any accrued but untaken Annual Leave is paid out to you in accordance with **clause 22** and where you have worked more than 5 years continuous service, your pro-rata long service leave will be paid to you in accordance with **clause 28.6**. Any accrued but untaken TOIL will also be paid out at the additional hours payment rate.

40.2 Employee leaving during notice period

Where you are given notice of termination in circumstances of redundancy, you are required to work that notice period in order to receive your redundancy pay. However, the Company may permit you to cease employment earlier, in which case you will remain entitled to receive the benefits and payments you would have received under this clause had you remained in employment until the expiry of the notice. You will not, however, be entitled to payment in lieu of the remaining period of notice.

40.3 Job search entitlement - redundancy

Where you have been given notice of termination in circumstances of redundancy, you will be entitled to one (1) day of paid leave during each week of notice for the purpose of seeking other employment.

Part 6 – Termination and Dispute Resolution

41 What is my notice period?

41.1 Termination by the Company

We will provide you written notice that we are ending your employment by way of termination, as per the following:

Your period of continuous service	Period of Notice	
	If you are 45 years old or younger	If you are over 45 years old
Within your probation period	1 week	1 week
After completion of your probation period if you have less than 5 years' continuous service	1 month	1 month
More than 5 years of continuous service		1 month & 1 week

We may pay you in lieu of part or all of the required period of notice. Where we choose to do so, the payment will equal the total of all amounts that, if your employment had continued until the end of the required period of notice, we would have been liable to pay you during that period in respect of your ordinary hours.

The period of notice in this **clause 41.1** will not apply where:

- i your employment is terminated for reasons warranting summary dismissal;
- ii you were employed for a set period of time, or for a set task/s that has since completed (i.e. maximum-term contract);
- iii you are a casual employee.

41.2 Resignation

If you choose to resign from the Company, you are required to provide the notice period specified in your Employment Agreement or where a notice period is not specified, you are to provide the same notice as that required to be provided by the Company in **clause 41.1**.

If you are over 45 years old, you are not required to provide us the additional one (1) weeks' notice.

41.3 What happens if I resign and don't give the required notice period?

If you don't give us the required notice, we may deduct from your final salary a sum equal to the amount of notice you did not give.

You may request, subject to mutual agreement, to work a shorter notice period without penalty.

42 What is the process for dealing with disputes?

If a dispute arises about a matter under this Agreement or the NES, the following process applies:

- a) As soon as practicable, you will raise the matter with your people leader and allow them the opportunity to remedy the dispute.
- b) If you and your people leader are unable to resolve the dispute by mutual agreement, or where the dispute means that direct discussions between you and your people leader are not possible or impractical, you can refer the matter to your next senior people leader or Group Executive and allow them the opportunity to remedy the cause of the dispute.
- c) If you and your senior people leader and/or Group Executive are unable to resolve the dispute, you can refer the matter to Human Resources who will attempt to resolve the matter.
- d) If the matter remains unresolved, it may be referred by either party to the Fair Work Commission to resolve as it considers appropriate, including by mediation, conciliation, expressing an opinion, or making a recommendation, arbitration, or making a binding determination.

You may appoint a representative at any time during the process to deal with a dispute.

42.1 Continuing to work:

Whilst attempting to resolve the dispute, you must:

- a) Continue to perform your normal duties unless it is not practicable to do so (e.g. because of health and safety reasons, security or because you are suspended while the matter is being investigated).
- b) Comply with a direction given by us to perform other available work at the same workplace, or at another workplace, unless:
 - i the work is not safe;
 - ii applicable occupational health and safety legislation would not permit the work to be performed;
 - iii the work is not appropriate for you to perform; or
 - iv you have other reasonable grounds for refusing to comply with the direction.

You will not be prejudiced as to the outcome of the dispute by the continuance of work in accordance with this **clause 42.1**.

43 Union Representation

We recognise the rights of our employees to choose to be a member of a union and to elect union workplace representation for the purpose of this Enterprise Agreement (union workplace representation). Where requested by a union, we will inform them of new starters to the Company and assist with the scheduling of voluntary induction sessions.

A union workplace representative will perform their representative duties with minimal disruption to our normal business. For the purpose of performing representative duties, you may request and will, subject to operational requirements and the request being reasonable, be released by your people leader, from your normal duties without loss of pay.

43.1 Taking leave for union training

A union workplace representative may apply for a maximum of five (5) days' paid leave in any year to attend industrial relations training courses recognised by the Company and the relevant union.

Your people leader reserves the right to request details of the nature, content and duration of the training course and have this provided by you prior to approval being provided to attend the course.

Approval will be granted for the leave, subject to the Company being able to make adequate staffing arrangements for the duration of the leave period.

We may require you to provide proof of attendance at the course before paying for the leave and we will not be liable for any other expenses.

44 Managing under performance

Performance objectives will be agreed between you and your people leader annually and may be reviewed and / or adjusted during the course of the performance year. Objective setting will be fair and transparent taking into account the business outcomes required, the role you are performing and your experience.

In the event that concerns emerge with regard to your performance, we are committed to ensuring procedural fairness is followed when managing under performance your people leader will first raise any concerns with you and, where the Company considers it appropriate, address them through informal performance management and coaching in the first instance.

If concerns remain unresolved or an informal step is not appropriate, formal performance management and/or disciplinary action may be taken provided that:

- a) You are notified of the reason(s) and given an opportunity to respond before action is taken; and
- b) During all steps in the performance management procedure, you have the right to representation of your choice, including a union.

A detailed procedure for managing these matters is contained in the Aware Super Disciplinary Policy which does not form part of this Agreement.

45 Managing misconduct

We will also ensure procedural fairness is followed when managing allegations of misconduct.

Where concerns emerge with regard to your conduct, your people leader will raise these concerns with you and, where the Company considers it appropriate, address them through informal performance management and coaching in the first instance.

If concerns remain unresolved or an informal step is not appropriate, formal performance management and/or disciplinary action may be taken provided that:

- a) You are notified of the reason(s) and given an opportunity to respond before action is taken; and
- b) During all steps in the performance management procedure, you have the right to representation of your choice, including a union.

A detailed procedure for managing these matters is contained in the Aware Super Disciplinary Policy which does not form part of this Agreement.

46 Work Health and Safety

We care about the health, safety and wellbeing of our employees and are committed to our Work Health and Safety (WHS) Duties to ensure our people's physical and psychological health and safety at work. Our commitments are reflected in our WHS Policy which is reviewed annually.

As part of our duty of care, we commit to maintaining appropriate agreed work health and safety consultation arrangements. Where those agreed arrangements are to have a Work Health and Safety Committee, the Committee will meet quarterly as a minimum to engage and consult on matters that relate to, and/or impact, our people's health and safety.

47 Definitions and Interpretation

Agreement	This <i>Aware Super Services Enterprise Agreement 2022</i> including Schedules A and B
Annual Salary	Base salary plus employer superannuation contributions
Award	The Banking, Finance and Insurance Award 2020 or any successor of that instrument
Aware or Aware Super	Aware Super Services Pty Ltd
Base salary	Your ordinary hourly rate of pay multiplied by your ordinary hours per week, multiplied by 52
Casual Employee	A casual employee within the meaning of Section 15A of the Fair Work Act
Classification	The Grade assigned to you based on job family and your annual salary package as defined in this Agreement
Company	Your employer (being either Aware Super or VicSuper)
Continuous service	Your length of continuous service (inclusive of service with any previous employer that is recognised by the Company) excluding any period prescribed by the Act or long service leave legislation (where applicable) said not to count as service
Fair Work Act or Act	The <i>Fair Work Act 2009</i> (Cth) or any successor of that Act
Employee	A person employed by the Company and covered by this Agreement

Employment Agreement	Your employment contract detailing the terms and conditions of employment with the Company
Former Pillar Agreement Employee	An employee who transferred to FSS Trustee Corporation on 14 April 2014 from Pillar Administration, and who was covered by the Pillar Administration Enterprise Agreement 2012 immediately prior to the commencement of the First State Super Service Centre Enterprise Agreement 2015 and who was in employment with FSS Trustee Corporation on the date of commencement of the First State Super Service Centre Enterprise Agreement 2015
Full time	An employee engaged to work an average of 38 ordinary hours per week (either on an ongoing or maximum-term basis)
FWC	Fair Work Commission or its successor
Immediate family	<p>A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee.</p> <p>A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.</p> <p>A spouse includes a former spouse.</p> <p>A person related to you by Aboriginal or Torres Strait Islander kinship structures.</p>
LSL	Long Service Leave
Maximum-term	An employee engaged for a specific period of time or for a specific task or tasks. Your Employment Agreement will nominate an expiry date. You may work in a full-time or part-time capacity for the duration of the contract.
NES	The National Employment Standards as contained in Part 2-2 of the Act.
Part-time	An employee engaged to work less than thirty-eight (38) ordinary hours each week (either on an ongoing or maximum-term basis)
People Leader	The person you directly report to
Probation	A period of six (6) months after your employment with the Company commences that enables us to assess if you are suitable for the role or business and for you to assess whether the role or business is suitable for you.
Span of hours	Monday to Friday, 7.00am – 8.30pm. Saturday, 8.00am – 12 noon.
SGC	Superannuation guarantee contribution being a superannuation contribution equal to the amount we must contribute on your behalf to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee Legislation
Superannuation Guarantee Legislation	The <i>Superannuation Guarantee Charge Act 1992 (Cth)</i> and the <i>Superannuation Guarantee (Administration) Act 1992 (Cth)</i> .
TOIL	Time off in lieu
Transfer of Employment	Has the meaning given by the Fair Work Act
Transgender	When your gender identity doesn't match your birth sex
VicSuper	VicSuper Pty Ltd
We or us	The Company
Year	Refers to the Australian financial year, unless otherwise specified
You	Employee

Schedule A

Former Pillar Agreement Employee redundancy entitlements

Former Pillar Agreement Employees will be entitled to the following payment in lieu of the notice period in **clause 41.1** and redundancy payment in **clause 40**:

- a) four (4) weeks' notice or payment in lieu, plus
- b) for employees aged 45 years and over with five (5) or more years of completed service, an additional one (1) weeks' notice or payment in lieu, plus
- c) a severance payment at the rate of three (3) weeks per year of continuous service with a maximum of thirty-nine (39) weeks, with pro-rata payments for incomplete years of service to be calculated on a quarterly basis; plus
- d) the benefit allowable as a contributor to a retirement fund, plus
- e) an incentive payment of eight (8) weeks' pay.

For the avoidance of doubt, all other provisions in **clause 40** and **clause 41** will apply.

Schedule B

Transitional arrangements for employees of VicSuper Pty Ltd

For employees who were employed by VicSuper Pty Ltd as at 30th June 2020 and who were covered by the VicSuper Enterprise Agreement 2017 at that time, the following arrangements will apply.

Annual Leave Loading

Under the terms of the Aware Super Enterprise Agreement, no separate amount is payable as annual leave loading. Rather the annual salaries referred to in this Agreement are inclusive of annual leave loading amounts. An adjustment of one (1) years' annual leave (being twenty (20) days for full-time employees) paid at 17.5% and capped at \$1,665 (gross and inclusive of superannuation contributions) will be made to the annual salary.

Loyalty Bonus

An adjustment will be made to the annual salary based on each full year of service according to the following eligibility criteria as at 1st July 2022:

Years of Service	Amount Added to Annual Salary (gross and inclusive of superannuation)
3 – 5 years	\$1,110
6 – 10 years	\$1,665
Over 11 years	\$2,220

Paid Leave at Christmas / New Year

The three (3) days paid leave between Christmas and New Year each year provided for under the VicSuper Enterprise Agreement 2017 will be replaced in part by two (2) Wellbeing Days as outlined in **clause 29** of this agreement. The value of (1) one additional days' base salary will be added to the annual salary in recognition of the third day of leave entitlement.

Annual Performance Bonus

For any employees who are not offered to participate in a structured incentive plan, an adjustment equivalent to 75% of the average Annual Performance Bonus payment (gross and inclusive of superannuation) made to you under **clause 18** of the VicSuper Enterprise Agreement 2017 for the last three (3) years will be made to the annual salary.

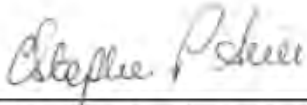
All of these adjustments will be made on a one off and permanent basis to your annual salary and will become effective in the first full pay period in September 2022 or in the first full pay period after the Aware Super Enterprise Agreement has been formally approved by Fair Work Commission, whichever is the later. In either event, the adjustments will be backdated to the first pay period in July 2022.

Long Service Leave

In addition to **clause 28.2** and **clause 28.6** of this agreement, if you are an employee of VicSuper Pty Ltd and have five (5) years of continuous service as at 1st January 2022, you will be eligible to take your long service leave on a pro-rata basis, and to receive a pro rata payment if you terminate your employment with the Company.

Execution

Signed for and on behalf of **Aware Super Services Pty Ltd** by its duly authorised representative:



Signature of authorised representative

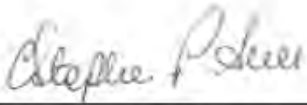
Stephen Hill, Group Executive People & Workplace
Name and Position of authorised representative
(please print)

27 June 2022

Date

Address: Level 28, 388 George Street,
Sydney NSW 2000

Signed for on behalf of **VicSuper Pty Ltd** by its duly authorised representative:



Signature of authorised representative

Stephen Hill, Group Executive People & Workplace
Name and Position of authorised representative
(please print)

27 June 2022

Date

Address: GPO Box 89, Melbourne Vic 3001

Signed for and on behalf of **Aware Super Services Pty Ltd** by its duly authorised representative:



Signature of authorised representative

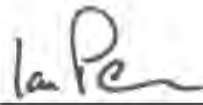
Ian Pendleton, GE Legal and Secretariat
Name and Position of authorised
representative (please print)

27 June 2022

Date

Address: Level 28, 388 George Street,
Sydney NSW 2000

Signed for on behalf of **VicSuper Pty Ltd** by its duly authorised representative:



Signature of authorised representative

Ian Pendleton, GE Legal and Secretariat
Name and Position of authorised
representative (please print)

27 June 2022

Date

Address: GPO Box 89, Melbourne Vic 3001

Signed for on behalf of the **Community and Public Sector Union** by its duly authorised representative:

Karen Batt.

Signature of authorised representative

Karen Batt
CPSU/SPSE Group - Federal Secretary

Name and Position of authorised representative
(please print)

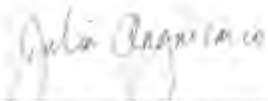
27 June 2022

Date

Address:

Level 10
128 Exhibition St
Melbourne 3000

Signed for on behalf of the **Finance Sector Union** by its duly authorised representative:



Signature of authorised representative

Julia Angrisano, FSU National Secretary

Authorised under Rule 49 of the Finance Sector Union of Australia
Rules to sign industrial agreements

Name and Position of authorised representative (please print)

30 June 2022

Date

Address: Level 1, 341 Queen Street, Melbourne VIC 3001

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/2251

Applicant:

Aware Super Services Pty Ltd & VicSuper Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Steve Hill, Group Executive – People & Workplace, have the authority given to me by Aware Super Services Pty Ltd and VicSuper Pty Ltd to give the following undertaking with respect to the Aware Super Services Enterprise Agreement 2022 ("the Agreement"):

1. For so long as the Agreement is in operation, no employee will be employed as a shiftworker for the purpose of the National Employment Standards (**NES**) in the Fair Work Act 2009.
2. Clause 41.3 of the Agreement will not operate such as to allow deductions from accrued but unused NES entitlements.

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



Signature

21 July 2022

Date