



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Unity Home Care Services Pty Ltd
(AG2019/3270)

AUSTRALIAN UNITY HOME & DISABILITY SERVICES NSW CARE WORKER ENTERPRISE AGREEMENT 2019

Social, community, home care and disability services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 6 NOVEMBER 2019

*Application for approval of the Australian Unity Home & Disability Services NSW Care
Worker Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Unity Home & Disability Services NSW Care Worker Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The United Voice being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 27 November 2019. The nominal expiry date of the Agreement is 15 September 2020.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/3270

Application by Australian Unity Home Care Services Pty Ltd

Application for approval of a single enterprise agreement

Undertaking – Section 190

Pursuant to section 190 of the *Fair Work Act (Cth)* (Act), Australian Unity Home Care Service Pty Ltd (**Australian Unity**) provides the following undertakings in respect of *The Australian Unity Home & Disability Services NSW Care Worker Enterprise Agreement 2019* (**Agreement**):

Australian Unity undertakes that:

1. **National Employment Standards**
in the event of an inconsistency between the NES and this Agreement, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
2. **Span of Hours**
Australian Unity undertakes that Reference in Clause 8.3.c of this Agreement to clause 8.2.a should be read to 8.3.a such that overtime is defined in clause 8.3a
3. **Time Off In Lieu (TOIL)**
If on the termination of any employees' employment, time off for overtime worked by the employee has not been taken, the employer 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.
4. **Breaks between work – overtime: When you work overtime**
 - a. Unless mutually agreed otherwise, an employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; and
 - b. If, on the instructions of the employer, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty he or she shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - c. Provided that an employee may, pursuant to clause 5.2.f of this Agreement, elect to substitute an eight (8) hour break for the ten (10) hour break referred to in this subclause. An employee electing to substitute a ten-hour break may not alter that election within a three-month period following the election, except where there are extenuating circumstances and the employer agrees to such alteration.
5. **Overtime – additional hours for full-time permanent employees**
Reference in Clause 3.1c, Full time employment, should be read in conjunction with clause 8.3a, "When you work overtime", such that overtime will apply beyond 76 hours in a two week period.

6. Overtime – Cross-referencing

Notwithstanding clause 8.3.c. of the Agreement, employees who work overtime as defined in clause 8.3.a. of the Agreement will be paid overtime in accordance with clause 8.3.c.i. – 8.3.c.iii. of the Agreement.

7. Work Outside of Span of Hours

- (a) Notwithstanding clause 8.1.a. of the Agreement, where an employee classified as a Domestic Care Assistant – **New Entrant** is rostered to perform a shift commencing at or after 3:35am and before 6.00am, Monday to Friday, the employee will be paid a loading of 15% for the whole of the shift in lieu of the loading provided in clause 8.1.a. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (d) applies.
- (b) Notwithstanding clause 8.1.a. of the Agreement, where an employee classified as a Domestic Care Assistant – **Experienced** is rostered to perform a shift commencing at or after 3:55am and before 6.00am, Monday to Friday, the employee will be paid a loading of 15% for the whole of the shift in lieu of the loading provided in clause 8.1.a. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (d) applies.
- (c) Notwithstanding clause 8.1.a. of the Agreement, where an employee classified as a **Personal Care Worker** is rostered to perform a shift commencing at or after 5.10 am and before 6.00 am, Monday to Friday, the employee will be paid a loading of 15% for the whole of the shift in lieu of the loading provided in clause 8.1.a. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (d) applies.
- (d) Notwithstanding clause 8.1.a. of the Agreement, where an employee's agreed availability for additional hours [agreed in accordance with clause 5.2 of the Agreement] does not include hours before 6.00 am or after 8.00 pm Monday to Friday, in lieu of the loading provided in clause 8.1.a, an employee will be paid at the rate of time and a half for the first two hours and double time thereafter for any hours required to be worked before 6.00 am or after 8.00 pm Monday to Friday. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (a) and/or 7 (b) and/or 7(c) applies.

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

Signed for and on behalf of Australian Unity

Name: Nicholas Gold

Position: Senior Employee Relations Consultant



Signature

Date: 29 October 2019

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.



Australian Unity

**Home & Disability Services NSW Care
Workers Enterprise Agreement 2019**

Our Agreement

1. Our Aims and Commitments

Introduction and our shared aims and commitments

2. Technical matters

Important technical content relating to the making, operation and definitions of the Agreement

3. Our Agreed Terms

The terms and conditions that govern the way we work

4. The Wages and Benefits we offer

The wages, allowances and benefits we offer you

5. The Work We Do

A classification and summary of the work we do

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Our Aims and Commitments

1.1 What this Agreement is all about

This Agreement is about us working together to deliver flexible and valued home and disability services to our clients. We know the important role you play in caring for our clients; delivering valued services that enable them to enjoy personal wellbeing. We recognise the importance of getting your terms and conditions right; giving you the competitive benefits and working conditions you need and giving Australian Unity the flexibility required to deliver services at a time and in a way that meets our client's needs.

This Agreement aims to:

- a. Promote an understanding of consumer directed care enabling Australian Unity to deliver quality home and disability services that provide personal and community value;
- b. Align the way you think about your clients, your work and your employment conditions with the requirements of delivering competitive home & disability services in an increasingly consumer driven market;
- c. Enhance the ongoing viability of Australian Unity's operations for the benefit of our people, our clients, our members and the community;
- d. Support a culture of continuous improvement and client-centred care; what we know as "Better Together".

1.2 Our guiding principles

- a. In everything we do, we will strive to be *Bold, Warm* and *Honest*;
- b. We have a genuine interest in the wellbeing of our people and our clients;
- c. We recognise the right of clients to direct their care including their choice of service type, time and the people assigned to their care;
- d. We strive for superior levels of service to internal and external clients;
- e. We respect client choice regarding their care and service needs and requirements;

- f. We have a shared commitment to creating a safe work place and a more viable and competitive organisation;
- g. We respect and value diversity and inclusion in the workplace and an environment that fosters communication, involvement and teamwork;
- h. We strive for a free exchange of relevant information and ideas;
- i. We value and encourage open communication and idea generation.

The Technical Matters

At a Glance | This section sets out important technical matters that are needed for the approval and operation of this Agreement.

2.1 Title of the Agreement

- a. This Agreement shall be known as The Australian Unity Home & Disability Services NSW Care Worker Enterprise Agreement 2019.
- b. This Agreement is established through consultation with Australian Unity Home & Disability Services employees, management of Australian Unity and United Voice (NSW Branch).

2.2 Scope of the Agreement

- a. This Agreement shall be binding upon Home Care Service NSW employees, who are employed to carry out Home Care services to clients under the following entity:
 - i. Australian Unity Home Care Service Pty Ltd (ABN - 73 609 694 475, ACN- 609 694 475) ('Australian Unity'); and
 - ii. to whom the minimum rates in the Classification Structure apply.
- b. This Agreement operates to the exclusion of any Federal or State Award(s), Modern Award, other certified, lodged or registered workplace agreements.

2.3 Duration and effect

- a. The Agreement will commence operating on the day that is twenty one (21) days after the day it is approved by the Fair Work Commission (**Commencement Date**).
- b. The Agreement will operate from the Commencement Date and will reach its nominal expiry date on 15 September 2020 (**Nominal Term**).
- c. From the Commencement Date, the Agreement comprehensively and entirely replaces any Award, Enterprise Agreement or other industrial instrument that could otherwise have applied to or covered any of the Employees.

- d. The terms in the Agreement will be read in conjunction with the National Employment Standards.

2.4 No extra claims

- a. The Agreement deals comprehensively with the terms and conditions of employment of the Employees and covers all matters the parties intend to be the subject of the Agreement.
- b. Employees will not make and/or pursue any claim or improvement in any term or condition of employment (whether or not such term is covered by the Agreement) during the Nominal Term.
- c. Employees will not take any protected action during the Nominal Term or any unprotected action in pursuit of any claim contemplated under this clause.
- d. Australian Unity is free to improve any term or provision set out in the Agreement at its discretion.

2.5 Definitions

- a. Where a term of this Agreement has a corresponding definition in the Act or the Regulations, the definition in the Act or the Regulations shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act or the Regulations.
 - i. **Act** means the *Fair Work Act 2009 (Commonwealth)* and associated Regulations, as amended from time to time, including consideration of the NES.
 - ii. **Agreement** means this enterprise workplace agreement.
 - iii. **Australian Unity** means Australian Unity Home Care Service Pty Ltd [ABN 73 609 694 475].
 - iv. **Award/Modern Award** means the Social, Community, Home Care and Disability Services Industry Award 2010.
 - v. **Break** means any time between engagements, excluding meal breaks and travel time, for which you are not rostered to perform work as described in

the Classification Structure in clause 10.1 and for which you are not paid for at the pay rates described in the table in Appendix A.

- vi. **By agreement** means a work arrangement mutually agreed by both the employer and employee.
- vii. **Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of the Group, or of any customer of the Group including, without limitation: information relating to Australian Unity's business or operational interests including marketing plans, business projections, business systems, customer and supplier information and lists, details of agreements and arrangements with third parties, all financial information, pricing schedules and all information concerning any employee, customer or agent of the Group.
- viii. **Consecutive Engagements** means an Engagement that directly follows another Engagement with a break of less than one (1) hour in between those engagements.
- ix. **Employee** means an employee of Australian Unity, engaged in New South Wales in a role that is within one of the classifications in the Agreement (see clause 10 – The work we do).
- x. **Employer**, means Australian Unity.
- xi. **Engagements** are discrete periods of work where an Employee is rostered to perform work described in the appropriate classification.
- xii. **FWC** means the Fair Work Commission.
- xiii. **Home Care Duties** means the provision of personal care, domestic assistance or other services inside a client's private residence, a respite or similar facility and within the community by an employee classified by this Agreement.
- xiv. **Immediate Family** has the meaning provided in the relevant provisions of the Act and includes:
 - i. your spouse (including a former spouse, a same sex spouse, a de facto spouse and a former de facto spouse). A 'de facto spouse' means a person who lives with you as your spouse on a bona fide domestic basis; and

- ii. you or your spouse's child (including an adopted child, a step-child, an ex-nuptial child and an adult child), parent, grandparent, grandchild or sibling; and
 - iii. is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- xv. **"In the course of your duties"** means during your engagement.
- xvi. **Joint Consultative Committee (JCC)** is a forum in which nominated delegates, including union delegates, meet with appropriate management to discuss matters impacting employees in accordance with clause 4.9f
- xvii. **Meal break** is an unpaid Break of not less than 30 minutes or more than 60 minutes.
- xviii. **NES** means the National Employment Standards as contained in the Act.
- xix. **Ordinary hours** of work will for a day worker will be in accordance with clause 5.1.
- xx. **Ordinary rate of pay/Ordinary pay** includes base pay and over-Award payments for ordinary hours of work, in accordance with Appendix A. It does not include Shift or Weekend Penalties.
- xxi. **Shift worker** for the purposes of the NES, a shift worker is an employee who works more than 4 ordinary hours on 10 or more weekends per year.
- xxii. **Shift** means a period of not less than two (2) hours, provided that in the case of personal care services, respite services or a service where there is a genuine inability to roster for more than two (2) hours the period will not be less than one (1) hour. A shift is made up of one or more engagements and travel between clients. A shift may consist of one or more consecutive Engagements, or may be broken with breaks between Engagements.
- xxiii. **Union** - means United Voice.

Our Agreed Terms

At a Glance | This section sets out the agreed terms and conditions that cover your employment. It deals with the different types of employment we offer and our shared workplace commitments. This section also provides you with specific information about how your work is organised and about ending your employment.

3. Types of Employment

3.1 Full time employment

- a. If you are a full time Employee you will work an average of 38 hours per week or an average of 38 hours per week in a two week period.
- b. As a full time Employee you will have at least one day off per week or two full days off work in each fortnight.
- c. To enable appropriate rostering, if you are a permanent Employee you may be required to work up to 10 hours more than your contract hours per fortnight (up to 76 hours per fortnight). For example, if you are contracted to 60 hours you agree to work up to 70 hours per fortnight. You may elect to accept work above this minimum requirement at your discretion.

3.2 Part time employment

- a. If you are a part-time employee you will be engaged to work less than a full time employee as described in clause 3.1a with your days and hours of work being reasonably predictable.
- b. As a part time Employee you will be engaged to work a minimum of 20 hours per fortnight.
- c. As a part time Employee you will have at least one day off per week or two full days off work in each fortnight.
- d. Before commencing employment, you will receive an offer in writing setting out the minimum number of weekly or fortnightly hours you will work and your manager will agree with you your availability to work these hours. This is explained in more detail in clause 5.2 of this agreement.

- e. The terms of your part-time employment agreement and availability periods, where applicable, may be varied by agreement and any variation will be recorded in writing.
- f. If you are offered additional hours as a part time employee over and above your minimum agreed hours, your attendance to work those additional hours will mean you have accepted to work the additional hours at the ordinary time pay rate, subject to clause 8.3.
- g. The terms of this Agreement (except for allowances) apply to you as a part time employee on a pro rata basis and on the understanding that the ordinary weekly hours for full time employees are in accordance with clause 3.1a.
- h. To enable appropriate rostering, if you are a permanent Employee you may be required to work up to 10 hours more than your contract hours per fortnight (up to 76 hours per fortnight). For example, if you are contracted to 60 hours you agree to work up to 70 hours per fortnight. You may elect to accept work above this minimum requirement at your discretion.

Part time review of hours

- i. At your written request, the hours you work will be reviewed annually.
- j. Where you regularly and systematically work more than your specified contracted hours and there is a reasonable expectation that these hours will continue, your contract hours will be adjusted by Australian Unity to reflect the hours you regularly work, which may include moving to full time employment. The hours worked in the following circumstances will not be incorporated into the adjustment:
 - i. if the increase in hours is a result of an employee being absent on leave, such as for example annual leave, long service leave, parental leave, workers compensation; and
 - ii. if the increase in hours is a temporary increase in hours only due, for example, to the specific needs of a client.
- k. Any adjustments to contracted hours resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised by Australian Unity.
- l. Wherever contract hours of a part time employee are under review, regard shall be given to the business operations and requirements of Australian Unity when

considering review requests. Australian Unity will not unreasonably withhold making adjustments to the employee's contract hours, subject to operational needs and the needs of the client.

Existing Employees

- m. If you were employed at the commencement of this Agreement on an existing contract band in accordance with the *Australian Unity Home Care Service NSW Enterprise Agreement 2017*, including legacy contract bands of 20, 40 and 60, unless by agreement with you, your contract band will remain as follows:

Contract Hours Per Fortnight	Actual Hours Worked Per Fortnight
30	30-39
50	50-59
70	70-76

- n. If you are employed at the commencement of this Agreement and you request an increase or decrease in your contract hours, Australian Unity will review your contract hours within 6 months of this Agreement taking effect, in accordance with clauses 3.2(i)-3.2(l).

3.3 Casual employment

- a. If you are a casual employee you will be engaged as such on an hourly basis.
- b. As a casual employee you will be paid a minimum of one (1) hour pay for each shift.
- c. A casual employee will work on average less than 20 ordinary hours per fortnight. Casuals working above 20 hours per fortnight will do so for relief purposes only.
- d. As a casual employee you will be paid the hourly rate appropriate to your classification in accordance with Appendix A, plus a loading of 20% paid to you as your ordinary rate of pay inclusive of compensation for public holidays not worked and the paid leave entitlements that are accrued by permanent employees. The ordinary hourly rate for casuals shall attract the appropriate loadings or penalties as outlined in this Agreement.
- e. As a casual employee, your employment may be terminated by either you or Australian Unity by providing 24 hours' notice. This does not affect the right of Australian Unity to dismiss you without notice for misconduct or other lawful cause that justifies summary dismissal. In such circumstances no notice obligations will apply.

Casual conversion to permanent employment

- f. Australian Unity will look to create permanent employment opportunities where operational requirements and customer needs allow and sustain permanency over causal employment.
- g. If you work regular and systematic shifts for a period of 26 weeks, you may request or be offered a permanent role where there is a reasonable expectation of those shifts continuing.
- h. Where you seek to convert to permanent employment, Australian Unity may consent to or refuse the election, but only on reasonable grounds. In considering a request, Australian Unity may have regard to any of the following factors:
 - i. the size and needs of the Branch in which you work
 - ii. the nature of the work you have been doing
 - iii. your qualifications, skills, and training
 - iv. ongoing availability of work
 - v. satisfactory performance and conduct record
 - vi. any other relevant matter.
- i. Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

3.4 Maximum term employment

- a. A limited tenure or maximum term employee is an employee who is employed for a limited or maximum period of time. Limited tenure/maximum term employment will be used where there is a genuine need for temporary employment due to the nature of the role. Limited tenure/maximum term employment will not be used for the repeated employment of an employee in an ongoing position.
- b. If you have been employed on a temporary contract for 12 months or more you may request a permanent contract where there is reasonable expectation of ongoing employment. In considering a request, Australian Unity may have regard to any of the following factors:
 - i. the size and needs of the Branch in which you work
 - ii. the nature of the work you have been doing
 - iii. your qualifications, skills, and training
 - iv. ongoing availability of work
 - v. satisfactory performance and conduct record
 - vi. any other relevant matter.

3.5 Trainee employment

- a. To assist our people better prepare for employment in Home & Disability Services, Australian Unity may introduce Trainee programs.
- b. Trainees will be paid in accordance with the wages set out in Appendix A of this Agreement.
- c. The trainee pay rates contained in Appendix A will move in accordance with changes to the Trainee rates in the Award as they vary from time to time.

4 Workplace Commitments

4.1 Your responsibilities

As an employee of Australian Unity your responsibilities include:

- a. Complying with Australian Unity's Code of Conduct and Workplace Policies;
- b. Performing all duties assigned to you to the best of your ability, skill and competence;
- c. Participating in Australian Unity's quality assurance and quality improvement programs;
- d. Promoting Australian Unity's business, interests and reputation to the best of your ability;
- e. Complying with all lawful directions of Australian Unity;
- f. Not falsifying records or making untrue statements;
- g. Not possessing property belonging to Australian Unity, its clients or other employees without permission or authority;
- h. Adhering to your work, health and safety responsibilities including not smoking in the workplace (including on or in, all property and vehicles owned, by Australian Unity) aside from specific areas designated by management;
- i. Not using or possessing un-prescribed drugs, alcohol or any other substance that may affect the ability to work effectively. You must inform your manager, prior to commencing work, if you are in any way impaired by drugs (prescribed or non-prescribed), alcohol, or any other substance;
- j. Not engaging in discriminatory behaviour and/or conduct;
- k. Not soliciting clients for direct employment;
- l. Keeping confidential any information that you become aware of, or generate in the course of, or in connection with your employment. Confidential information includes all client information, employee information, information relating to Australian Unity's business or operational interests, methodology and affairs, financial information and anything notified as being confidential;

- m. Maintaining professional skills and competencies in order to provide a quality service to our clients;
- n. Carrying out any work at locations as reasonably requested by Australian Unity;
- o. Treating all employees fairly and with respect including in the fair and proper allocation of work, in accordance with clause 5.2 of this Agreement.
- p. Attending a medical examination with a medical practitioner as instructed by Australian Unity where there is reasonable basis for concern that your actions, in the performance of your duties, may present a risk to your own health and safety or that of clients or other employees.

4.2 Unsatisfactory Performance and Conduct

- a. Australian Unity will make reasonable efforts to resolve instances of unsatisfactory performance or conduct through guidance, counselling, appropriate staff development or appropriate work allocation.

Misconduct

- b. Depending on the particular circumstances and the seriousness of the issue being addressed, your manager may undertake the following steps:
 - i. hold an informal counselling session with you explaining the issue and/or concerns and the improvement Australian Unity is seeking from you; or
 - ii. to provide you with reasonable notice to attend a formal meeting to address alleged issues and/or concerns with your conduct. You will be provided with details of the alleged issues and/or concerns and will be given an opportunity to respond to the allegations during this meeting. Your responses will be considered by Australian Unity when determining the appropriate outcome. Based on the circumstances, Australian Unity may decide to:
 - A. Give you a formal warning. This warning will be recorded in writing and a copy will be provided to you. The original will be kept on your employment file; or
 - B. Give you a final warning. This final warning will be recorded in writing and a copy will be provided to you. The original will be kept on your employment file; or
 - C. Ask you to show cause as to why your employment should not be terminated; or
 - D. Terminate your employment.

Unsatisfactory Performance

- c. Where you have been assessed as not meeting the expected standards or have failed to perform your duties to a satisfactory standard your manager or relevant supervisor will:
 - i. Notify you informally of any deficiencies in your performance and the improvements necessary to meet the standard. You will be provided with guidance and where appropriate counselling, professional development or training to assist you in meeting the required standard, or
 - ii. Where your performance has not improved to the required standard after being notified or your underperformance is of a very serious nature requiring immediate attention, a formal performance improvement plan will be established in consultation with you.
- d. If at the end of the plan your performance has not improved to the required standard Australian Unity may decide to take disciplinary action up to and including termination of your employment.
- e. When undertaking performance management or disciplinary procedures Australian Unity will comply with the principles of procedural fairness.

At any time during a performance management or disciplinary process you may appoint a representative of your choice.

- f. Unless otherwise directed by Australian Unity, if you are the subject of an investigation or disciplinary action, you are expected to continue to perform the duties you are employed to do in line with your classification and as described in this Agreement at clause 10.1.

4.3 Suspension from Duties

Suspension with Pay

- a. Australian Unity may direct you to not attend work and not to undertake any of your duties at any time, provided that Australian Unity provides you with payment at your ordinary rate of pay for rostered shifts during the period of suspension.
- b. The circumstances in which Australian Unity may give you such a direction include, but are not limited to, circumstances in which Australian Unity is carrying out an investigation into allegations of misconduct.

Suspension without Pay

- c. Where a suspension arises from any of the following specific matters relating to your capacity, competency or ability to perform your duties, a decision to suspend you

will mean that no payment of wages or other remuneration will be made during that period. Should you fail to:

- i. Provide and maintain a satisfactory Police Check or renew your Police Check where it is your responsibility to do so;
 - ii. maintain your driver's license, where a driver's license is a fundamental requirement of the position;
 - iii. complete, pass or renew any compulsory training modules relevant to your role (see clause 4.7);
 - iv. a failure to maintain a particular registration or professional membership that is fundamental to the performance of your duties and to remain employed in the position you are employed to work; or
 - v. where you are charged with a criminal offence, where the nature of the offence is inconsistent with your role and duties at Australian Unity.
- d. Australian Unity will only consider suspending you without pay in instances whereby, due to the actions and/or omissions by you, you are not ready, willing and able to be rostered to work, or you are legally unable to work pending a resolution of a matter.
- e. Where you have an accrued annual leave or long service leave balance available, you may request to be paid from this accrued leave balance during a period of unpaid suspension.
- f. Australian Unity is under no obligation to suspend your employment in any of the abovementioned circumstances and may, at any time, exercise a right to terminate your employment in accordance with the termination provisions of this Agreement.

Stand Down

- g. Australian Unity may stand down without pay on any day (or part of a day) an employee where the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which Australian Unity cannot reasonably be held responsible.
- h. Australian Unity may otherwise exercise a right in accordance with the stand down provisions of the Act.

4.4 Police and Working with Children Checks

- a. If Australian Unity requires you to undertake a Police Check the check will be organised and paid for by Australian Unity, unless otherwise agreed. The requirement to undertake a Police Check is a mandatory condition of employment with Australian Unity and as contained in relevant industry specific legislation.

- b. Your Police Check must be satisfactorily completed and in accordance with relevant legislation and industry standards. You are required to have a clearance prior to commencing employment.
- c. You will be required to complete a Police Check every 3 years, or as required under the relevant industry legislation and as part of Australian Unity's compliance requirements.
- d. Based on the nature of the work you perform, you may also be required to have a current Working with Children Check. Australian Unity will organise and pay for a Working with Children Check for nominated client facing positions.
- e. If you fail to maintain a current and satisfactory Police Check and/or Working with Children Check, and are therefore unable to provide client services, you will be stood down without pay until such time as a satisfactory Check is provided to Australian Unity. Australian Unity will endeavour to provide alternate work to you during this period where reasonable.
- f. Where you have an accrued annual leave or eligible long service leave entitlement you may request to take annual leave during the period when you are unable to be rostered subject to the approval of Australian Unity.
- g. Failure to provide and maintain a current and satisfactory Police Check and/or Working with Children Check may result in disciplinary action, up to and including termination of your employment with Australian Unity.
- h. If your Police Check status changes prior to the expiry of the existing Police Check, you are required to notify Australian Unity of the status change. Any failure to notify Australian Unity of a change to a police check may result in disciplinary action up to and including the termination of your employment with Australian Unity.
- i. Upon notification of a Police Check and/or Working with Children Check status change Australian Unity will decide whether the change impacts your capability and right to work and discuss the impact of that status change with you.
- j. Australian Unity is under no obligation to provide alternative employment to you if you can no longer perform your duties because you do not have a satisfactory Police Check and/or Working with Children Check.

4.5 Your individual flexibility options

- a. You and Australian Unity may agree to make an individual variation of the terms of this Agreement if the variation deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading;

The arrangement needs to meet the genuine needs of both you and Australian Unity and it needs to be genuinely agreed to by both parties.

- b. Australian Unity will ensure that the terms of the individual variation arrangement:
 - i. are about permitted matters under section 172 of the Act; are not unlawful terms under section 194 of the Act;
 - ii. results in you being better off overall than you would be if no arrangement was made.
- c. Australian Unity will ensure that your individual flexibility arrangement:
 - i. is in writing;
 - ii. includes both your name and the name of Australian Unity as the employer; and
 - iii. is signed by you and Australian Unity. If you are under 18 years of age, the document will also need to be signed by your parent or guardian.
- d. The written flexibility agreement will include details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; the day on which the arrangement commences.
- e. Australian Unity will give you a copy of the individual variation arrangement within 14 days after it is agreed to.
- f. Either you or Australian Unity may terminate the individual variation arrangement:
 - i. by giving no more than 28 days written notice; or
 - ii. if you and Australian Unity agree in writing — at any time.

4.6 Workplace Health & Safety

- a. Australian Unity is committed to creating a safe working environment and to minimising incidents and injuries in the workplace.
- b. As an employee you are required to follow all safe work policies, procedures and work instructions and to make use of Australian Unity's Safety Management System. You 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.
- c. If you see an opportunity to improve health and safety practices in your work environment it is important that you proactively notify your manager and alert them to the issue or opportunity for improvement. We expect you to take the safety of yourself and others in the workplace seriously and to have input into continuously improving workplace health and safety practices.
- d. If you are a nominated employee representative and you are required to attend workplace health and safety team meetings you will be paid for attending these meetings. If the meetings are held outside your ordinary hours of work, you will be paid your ordinary time pay rate for the duration of these meetings.
- e. Australian Unity is committed to ongoing engagement with the union to positively promote safety through its employees to achieve improvements in safety outcomes, including the invitation of a union delegate to participate in local workplace health and safety meetings. This will be accomplished by continuing to support the systematic approach to implementing strategies which aim specifically at reducing the level of injuries to employees.
- f. Australian Unity will request union representation at regional level workplace health and safety committees.
- g. As part of Australian Unity's commitment to maintaining a healthy and safe working environment, flu vaccinations will be offered to you at Australian Unity's expense and according to the relevant processes of the providers used by Australian Unity.
- h. Where Home Care Employees are rostered to work in extreme heat Australian Unity will consider ways to minimise the impact of the heat on Care Workers by considering the conditions in which the Care Worker is working, requirement for additional breaks, ability to move non-essential services to a cooler part of the day and any other mechanisms to ensure the health and safety of Care Workers. Care

Workers who feel they are at risk of heat related illness or injury should contact their manager to discuss immediately.

4.7 Learning & Development

- a. We take your learning and development seriously. It is important to us that we support your ongoing learning and that you maintain the knowledge and skills needed to perform your role.
- b. If Australian Unity requires you to undertake additional learning or study that is essential for the effective operation of the business or the delivery of quality home care and disability services, Australian Unity will fully fund the cost of this training and ensure that you are paid at the applicable rate of pay for the time you engage in these activities.
- c. If you are required to attend compulsory training or a compulsory work related meeting in person, you will be paid your ordinary time pay rate for the length of the training or meeting, or a minimum of one (1) hour ordinary time pay rate if the meeting is less than one (1) hour in duration.
- d. If you are required to complete online training, you will be paid your ordinary time pay rate for the length of the training. Overtime provisions do not apply unless agreed with or directed by your manager prior to completing the training.
- e. In the spirit of collaboration and team work and subject to your qualifications, experience or fitness, you are required to perform all of the tasks of your position including those tasks that are incidental or of a lower classification to the main function of your position.

Maintaining mandatory skill levels for your position

- f. You are responsible for maintaining and upgrading your skills in line with the requirements of your position.
- g. You have a personal responsibility to ensure you attend all required training so you maintain your professional knowledge and skills and so that Australian Unity can meet its regulatory and statutory responsibilities.
- h. Australian Unity reserves the right to review the terms of your employment, including suspending your roster, without notice and pay, if you have not completed your compulsory training modules within the reasonable communicated timeframes.

- i. If your role requires you to hold qualifications or licences that are essential to the work you do, you must notify Australian Unity immediately if any of these essential licences or qualifications are suspended or terminated, or if you are disqualified from holding or obtaining the licences or qualifications or if a condition of any kind is placed on your ability to hold that qualification or licence.
- j. If a fundamental part of your employment is to hold a licence or qualification, a loss of that licence or qualification may result in the termination of your employment.
- k. If you do not hold the appropriate level of qualification or licence, you are strictly forbidden from participating in duties that require this qualification or licence. Such conduct by you may result in disciplinary action up to and including dismissal.

Applying for education support

- l. If you wish to undertake further studies in areas that will be of benefit to our home & disability services business, Australian Unity will consider and where relevant support your application. Your application will need to be made in line with the Education Assistance Policy as it changes from time to time. All applications will be reviewed and approved at management's discretion.

4.8 When change occurs

- a. We will consult with you when there is a major workplace change that is likely to have a significant effect on you. A major workplace change is one where:
 - i. We propose to introduce major changes in production, programme, organisation, structure or technology; and
 - ii. We propose to introduce major change to the regular roster of ordinary hours of work for employees;
 - iii. The major change is likely to have a significant effect on you. A significant effect could include:
 - A. Termination of employment;
 - B. Major changes in the composition, operation or size of our workforce or in the skills required;
 - C. The elimination or diminution of job or promotion opportunities or job tenure;
 - D. The alteration of hours of work (except where there is a process elsewhere in the Agreement for this type of change)
 - E. The need for retraining you or for you to transfer to other work to other work locations; and
 - F. The restructuring of jobs.

- b. If a major workplace change will have a significant effect on you, we will as soon as practicable after determining the change, discuss the proposed change with you including where relevant:
 - i. The nature and introduction of the change;
 - ii. The rationale for the proposed change;
 - iii. the effect the change is likely to have on you;
 - iv. measures to avert or mitigate the adverse effect of the change;
 - v. provide any relevant documentation, where appropriate;
 - vi. any other relevant matters likely to affect you.
- c. You will have the opportunity to appoint a representative for the purposes of consultation. We will recognise your appointed representative. We will give prompt and genuine consideration to matters raised by you and your representative about the change and aim to provide any information and responses to questions as soon as we can.
- d. While we will give you information about a change, we may elect not to disclose confidential or commercially sensitive information to you or your representative.
- e. In addition to the above, Australian Unity agrees to major change consultation with each employee group through the Joint Consultative Committee regarding operational matters that are likely to have a significant effect on employees. The Joint Consultative Committee will meet quarterly or as often as required.
- f. In discussing major change proposals Australian Unity will provide the following where relevant and appropriate in accordance with clause 4.8(e):
 - i. the nature of the proposed change to be introduced, including any change proposal documentation such as organisation charts;
 - ii. The rationale for the proposed change;
 - iii. The effects the proposed change is likely to have on the employees, including changes to duties, number of staff, workloads or work environment;
 - iv. Any proposed measures to mitigate the effects of the proposed change.
- g. The Joint Consultative Committee may agree, to establish specific working parties to focus on items such as work health and safety matters, increase in permanent work arrangements, career pathways and training and development. These working parties will be led by the relevant manager and will include representatives from the union and any other members as deemed appropriate by Australian Unity.

Changes to your regular roster or ordinary hours

- h. We will consult with you about a change to your regular roster or ordinary hours of work. If you are affected by a change, we will:
 - i. provide you with information about the change;
 - ii. invite you to give your views about the impact of the change (including any impact in relation to your family or caring responsibilities); and
 - iii. reasonably consider those views.
- i. However, we will not consult with you if you have irregular, sporadic or unpredictable working hours or if there is an agreed process elsewhere in this Agreement for changes to hours of work.

Regular Meetings and Inductions

- j. United Voice will be informed of any formal group sessions or any other appropriate group sessions, in which Employees are brought together. The Branch Manager will notify the union of the time, date and location of these sessions
- k. Should a union organiser attend after such sessions, notification will be required to the Branch Manager prior to the session taking place. The Branch Manager or Service Coordinator will notify attendees that the union will be attending after the session.
- l. Time spent with the Union will not be paid, unless otherwise notified by Australian Unity and attendance is voluntary.
- m. The Branch Manager will notify the local union delegate of the time, date and locations of any induction course for new Home Care Services employees at least seven (7) days prior to the session or as soon as reasonably practicable where a session has been organised at shorter notice.
- n. The local union delegate and/or officer of the union shall be allowed to attend for up to 15 minutes to address new Employees in relation to the role of the union and to offer union membership to any attendees. Where a delegate is attending an induction the branch will take steps to facilitate the re-rostering of the delegate to ensure attendance is practicable and minimise the impact of the delegates attendance on their hours worked in the fortnight, where possible.

4.9 How to raise a concern or grievance

- a. If you have a dispute that relates to a matter arising under this Agreement or the NES, that you think needs to be addressed we encourage you to raise the matter with your manager as soon as you can so they can be resolved as quickly as possible.
- b. The following steps set out the process that will be followed to address concerns you may have about matters arising under this Agreement or the National Employment Standards:
 - i. **STEP 1:** try to resolve the dispute by having discussions with your direct manager.
 - ii. **STEP 2:** If discussions with your direct manager are not appropriate given the circumstances of the matter, or your attempted discussions do not resolve the dispute, you can escalate the dispute to the next level manager or to the Australian Unity People and Culture team.
 - iii. **STEP 3:** Only if discussions at the workplace level do not resolve the dispute, either party can refer the matter to the Fair Work Commission (FWC).
- c. If the dispute is referred to the FWC the parties may agree on the process to be utilised by the FWC including mediation and conciliation.
- d. Where the parties do not agree on the process to be utilised for resolution, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute, including arbitration.
- e. Either party to the dispute can be represented at any time during the process. Either you or Australian Unity may appoint another person, organisation or association, including their respective Union, to accompany and/or represent them for the purposes of this dispute resolution procedure.
- f. While the parties are trying to resolve the dispute using the procedures in this clause:
 - i. you must continue to perform your duties as you would normally be required unless you have a reasonable concern about an imminent risk to your health or safety; and
 - ii. you must comply with a direction given by Australian Unity to perform other available work at the same workplace, or at another workplace, unless:

- A. the work is not safe;
- B. applicable occupational health and safety legislation would not permit the work to be performed; or
- C. there are other reasonable grounds for you to refuse to comply with the direction.

5 How your work is organised

5.1 What are the ordinary hours of work?

- a. Ordinary hours of work will be between 6.00 am and 6:30pm Monday to Sunday. Applicable penalties and loadings will apply in accordance with clauses 8.1 and 8.2.

5.2 Your availability and our rostering practices

- a. You and Australian Unity recognise the right of clients to direct their care including their choice of service type, time and the employee assigned to their care. All decisions regarding availability and rostering will be made within this context and having regard to client choice.
- b. Australian Unity is committed to optimising its workforce, as such Australian Unity seeks to increase the utilisation of permanent employees, including by offering any ongoing additional work at ordinary hours to permanent employees in the first instance, before work is offered to trainees, casuals and/or sub contractors where appropriate to do so considering the health and safety of the employee, operational requirements, client choice and the cost effectiveness of service delivery.

Availability

- c. Availability must be agreed between you and Australian Unity in a fair and reasonable manner with the needs of both parties being considered. Your availability is recorded using the Availability Form at Appendix B.
- d. You agree to make yourself available in accordance with the table at clause 5.2f, that is you must select the minimum number of availability time periods in accordance with your number of contract hours. If you are on a contract of 40 hours per fortnight or more, you must be available to work on a Saturday to Friday basis in accordance with the table at clause 5.2f. A maximum of two (2) six hour time periods can be utilised for each 24 hour period.
- e. If your contract hours were increased under the *LHMU and Home Care Service of NSW (Field Staff) Enterprise Agreement 1999* to 40 hours or more per fortnight and you are not currently available to work weekends you are not required to provide weekend availability in accordance with clause 5.2f.

- f. You retain the option within your availability of whether to receive an eight (8) consecutive hour break or a ten (10) consecutive hour break within any 24 hour period.

<i>Contract Hours</i>	Minimum number of Availability Time Periods	Weekend Availability for Saturday- Friday Employees
<i>20-30 hours per fortnight</i>	8 x 6 hours	Nil
<i>31-39 hours per fortnight</i>	9 x 6 hours	Nil
<i>40-50 hours per fortnight</i>	12 x 6 hours	1 in 4
<i>51-59 hours per fortnight</i>	13 x 6 hours	1 in 4
<i>60-70 hours per fortnight</i>	16 x 6 hours	2 in 4

- g. Availability must be agreed, within the service hours available in the branch, between you and Australian Unity prior to the availability being accepted and activated.
- h. Your availability once agreed, will remain in place for a period of at least three (3) months, unless otherwise agreed. Should you or Australian Unity wish to amend your availability after the initial 3-month period discussions on changes to the agreed availability and nominated break between shifts should take place and any changes are to be agreed between both you and Australian Unity prior to implementation. There is no requirement for availability to be amended every three (3) months.
- i. Australian Unity shall not direct you to work ordinary hours outside of your agreed availability.
- j. You will only be able to refuse work where either:
- It is outside your agreed availability;
 - You have been rostered beyond your maximum number of agreed hours in accordance with clauses 3.1c and 3.2h;
 - You have not been given fair and reasonable notice; or
 - there are extenuating circumstances.

Rostering

- k. Rostering is subject to the operational requirements of each Home & Disability Service region and to client directed care requirements.

- l. A roster which sets out your work cycle and starting and finishing times will be made available to you at least 7 days before the start of the roster.
- m. Rostering arrangements and changes to rosters may be communicated to you via telephone (including text message), direct contact, mail, email or other electronic means, facsimile or other means as agreed.
- n. It may not always be possible for Australian Unity to display a roster for casual or relieving employees, particularly those engaged at short notice because of absence, illness or emergency.
- o. The roster may be changed on less than 7 days' notice if there are employees absent because of illness, or if there is an emergency.
- p. Where a shift needs to be filled and there is more than 24 hours before the shift starts, the relevant manager will try to fill the shift with an employee on the basis of ordinary hours of work.
- q. You will be offered hours of work in accordance with your availability where this meets the service times and requirements of the branch.
- r. You may initiate changes to your roster where this change is agreed to by, and for the benefit of, the client. Changes to your roster must be processed through the branch prior to the service commencing. You are only permitted to initiate a change to your roster where the change does not result in increased costs to Australian Unity or the client, the change results in more efficient and safer rostering and the change genuinely benefits the client.
- s. Advanced notice to the branch of an employee initiated change is not required where that change is initiated to mitigate any risk to your health and safety or where there is a genuine inability to contact the branch.
- t. Employee initiated roster changes are not to be used in substitution for leave.

5.3 What meal breaks do I receive?

Meal Breaks

- a. If you perform work in excess of five hours you will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration to be

taken at a mutually agreed time after commencing work. Provided that by agreement you can work up to six (6) hours in total and forgo a meal break.

- b. Where your work is at a client residence or other place away from an Australian Unity workplace, you will be expected to organise and take your meal break around your work requirements. Where the nature of the Engagement(s) or your work on a day does not allow for you to take a meal break, you must notify your Manager and record the absence of a meal break in writing and if so you will be paid an allowance equivalent to 30 minutes at your ordinary rate of pay in addition to the shift payment for that day.
- c. Where you are required by Australian Unity to have a meal with a client or clients as part of your normal work routine or client program, you will be paid for the duration of the meal period at the ordinary time pay rate and clauses 5.3a and 5.3b do not apply.

5.4 What happens if a client cancels their service?

- a. If a client cancels a rostered service assigned to you, where you are provided with notice of your change of roster by 5:00pm the day prior, you will not receive payment under this clause.
- b. If you do not receive notice by 5:00pm the day prior, and other work during the fortnight period cannot be found you will be entitled to receive payment for the cancelled Engagement up to one (1) hour.
- c. Australian Unity will endeavour to offer you make-up time equivalent to the cancelled time, in the fortnightly period. This time may be made up working with other clients or in other areas of Australian Unity's business providing you have the skill and competence to perform the work. If you refuse to work the make-up time offered to you in an alternative engagement, you will not receive a payment for the client cancellation.
- d. If you fail to notify your manager of a client cancellation you will not be entitled to payment for the cancelled service.

5.5 Residential Aged Care

- a. You may agree to provide care services into a residential aged care facility where reasonable. When performing this work you will be entitled to the terms and conditions applicable to that facility prescribed by the industrial instrument

applicable to your employer and the role. You will only be requested to provide services that are aligned to your skills and classification.

6 Ending Employment

6.1 If my role no longer exists

- a. We work in a dynamic, competitive and changing business. In this environment and in business generally roles may become redundant. Redundancy refers to a situation where Australian Unity no longer requires an employee's job to be performed by anyone or a reduction in roles is required due to economic, technological, structural or similar changes.
- b. If your role is made redundant we will support you during this period and aim to redeploy you if this is appropriate and an option in the circumstances. This section sets out the benefits we offer and the process we will follow if your role is redundant.
- c. If you are a permanent employee and you are made redundant you will receive a Redundancy benefit of 4 weeks after one full year of service and 3 weeks per full year of continuous service thereafter to a maximum of 39 weeks.
- d. If you are a permanent employee and you are made redundant you will receive four (4) weeks' notice or pay in lieu of notice. If you are over forty five (45) years of age and have more than 2 years of continuous service you will receive five (5) weeks' notice or payment in lieu of notice.

Transfer to lower paid duties

- e. Where you agree to be transferred to lower paid duties by reason of redundancy, the same period of notice will be given to you as if your employment had been terminated. Australian Unity may at its discretion however, make a payment to you in lieu of the notice of an amount equal to the difference between your former ordinary time pay rate and the ordinary time pay rate for the number of weeks of notice still owing.

Employee leaving during notice period

- f. If you are given notice that your role is being made redundant you may terminate your employment during the period of notice. If you terminate your employment during the notice period you will not be entitled to benefits and payments after the date that your termination becomes effective during this notice period.

Job search entitlement

- g. If you are given notice that your role is being made redundant you will be provided with up to one (1) days' time off without loss of pay during each week of the notice period for the purpose of finding other employment.
- h. If you have been provided with paid leave for more than one day during the notice period for the purpose of finding other employment, you must, at the request of Australian Unity, produce proof of attendance at an interview or you will not be entitled to payment for the time absent. This entitlement applies instead of the job search entitlement described at 6.3d.

6.2 If I want to end my employment

- a. If you want to end your employment with Australian Unity you need to provide written notice, including by electronic means, of your termination. The specific notice period you need to provide is outlined in the table below and as otherwise provided for in the NES.

Years of continuous service	Notice Requirements
Not more than 1 year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- b. If you fail to give the required notice Australian Unity may withhold from any monies due to you on termination under this Agreement or the NES, an amount equivalent to the notice period you did not provide and any other amounts owing to Australian Unity. Remaining notice will be calculated by taking the notice due less any period of notice actually given by you.

6.3 If Australian Unity ends my employment

- a. If Australian Unity ends your employment you will be provided with written notice of your termination. The specific notice period you will be provided with is in accordance with the NES and is outlined in clause 6.2a.
- b. If you are over 45 years old and have completed at least two (2) years of service with Australian Unity when given notice of termination by Australian Unity you will be given an additional week of notice.

- c. Australian Unity may at its discretion choose to pay you an amount equivalent to the notice period due in lieu of you working during this period. Any amounts owing to Australian Unity on termination may be deducted from the final payment to you.

Job search entitlement

- d. If Australian Unity has given you notice of termination, you will be entitled to one day's time off without loss of pay for the purpose of finding other employment. The time off is to be taken at times that are convenient to you after consultation with your manager.

The Wages and Benefits We Offer

At a Glance | This section provides you with information about the wages and benefits you will receive including information about the wage increases that are applicable to your classification. This section also outlines how we will pay you for working different work patterns and client care arrangements and sets out the various leave entitlements and benefits available to you.

7 Understanding Your Wages

7.1 Payment of Wages

- a. You will be paid your wages fortnightly and a payslip for each pay period will be available in accordance with the Act.
- b. Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- c. Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.

Overpayment of Wages

- d. Where you have been overpaid all or part of your pay on any occasion you, or Australian Unity, should raise the error immediately.
- e. You, upon agreement with the identified error will agree to Australian Unity rectifying the error as soon as practicable. Any payment arrangements will be agreed to and authorised in writing.

7.2 Increases to your wage rate

- a. As a reward for the committed service you provide to our home & disability clients you will receive an increase to your ordinary time pay rate. Appendix A sets out the increased ordinary hourly rates for your classification.
- b. The first payment will be paid to you for the first full pay period after the Commencement Date of the Agreement.

7.3 How the wage increase works

- a. Appendix A sets out the minimum annual increase to wages for the life of the Agreement.
- b. If the relevant minimum modern Award rate for an equivalent classification exceeds the corresponding rate set out in Appendix A, Australian Unity will at least match that minimum Award rate.
- c. If you are on a pay rate that exceeds the corresponding rate set out in Appendix A, Australian Unity will honour your current pay rate. Your rate will increase in accordance with the percentage increase for your classification as listed in Appendix A.

7.4 Your superannuation

- a. In addition to the wages outlined in this Agreement, Australian Unity will pay you superannuation in accordance with the superannuation guarantee legislation as amended from time to time.
- b. If after 28 days of commencing your employment with Australian Unity you have not nominated an approved fund, Australian Unity will pay your contributions to the default fund, HESTA Superannuation Fund.
- c. Australian Unity will pay your superannuation on ordinary time earnings, as defined by the relevant legislation, this includes work consisting of shift loadings for ordinary hours of work performed on weekends and outside of the ordinary span of hours as defined in clause 5.1a.

7.5 Salary packaging options for you to consider

- a. Australian Unity offers Salary Packaging options for eligible employees. You can apply to salary package in accordance with the Australian Unity Salary Packaging Policy as it changes from time to time.
- b. You may apply to salary package superannuation contributions by sacrificing your 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 you seek professional financial advice before entering into any salary packaging arrangement.
- d. If there are any costs associated with changes to your salary package as a consequence of entering into a salary sacrifice arrangement you will need to cover these costs.

8 How we pay you for different working arrangements

8.1 If you work shift work

- a. If you work outside of the ordinary hours of work Monday-Friday, you will be paid a loading of 25% for the actual time worked outside of ordinary hours.

8.2 When you work on a weekend

- a. If you work ordinary hours on a weekend between midnight on Friday and midnight on Saturday you will be paid at the rate of time and a half.
- b. If you work ordinary hours on a weekend between midnight on Saturday and midnight on Sunday will be paid at the rate of double time.
- c. These weekend penalty rates will be in substitution for and not cumulative upon the shift penalties described in 8.1 of this Agreement.

8.3 When you work overtime

- a. Overtime applies if you work more than 8 hours in one day or more than 76 hours in a two (2) week period.

- b. When considering overtime, Australian Unity will consider:
 - i. any risk to your health and safety from working the additional hours;
 - ii. your personal circumstances, including family responsibilities;
 - iii. the client's needs or the needs of workplace in which the you work;
 - iv. whether you are entitled to receive overtime payments, penalty rates or other compensation for working additional hours.
- c. If you are requested to work overtime as defined in 8.2a, you will be entitled to payment for any such hours worked in accordance with the following:
 - i. for all authorised overtime you work on a Monday to Saturday, you will be paid at a rate of time and a half for the first two hours and double time thereafter;
 - ii. for all authorised overtime you work on a Sunday, you will be paid at the rate of double time; and
 - iii. for all authorised overtime you work on a Public Holiday, you will be paid at the rate of double time and a half.
- d. Overtime rates in this clause will be in substitution for, and not cumulative upon shift loadings or penalty loadings for weekend work.
- e. Any overtime you work must be approved by your manager before it is worked or in exceptional circumstances, it can be approved retrospectively. Exceptional circumstances are unplanned and unintentional and includes but is not limited to an immediate risk to the health and safety of an employee or client.
- f. If you are working overtime you will receive a paid rest break of 20 minutes after each continuous four hours of overtime you work.
- g. By agreement, you may take leave in lieu of payment for overtime worked. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

Meal Allowance

- h. In recognition of the additional or unsocial hours you are working, you will receive a paid meal allowance or will be provided with a meal if:
 - i. you are required to work more than one hour after your usual or rostered finishing time, or

- ii. you are a shift worker, and your overtime work on any shift exceeds one hour.
- i. If Australian Unity has meal preparation facilities available you will be provided with a meal. If there are no food preparation facilities available you will be paid a meal allowance of \$13.29. If the overtime you work exceeds four hours you will be provided with a further meal or paid a further meal allowance of \$13.29. This allowance will increase on the first full pay period after 1 July 2020 in line with pay increases in Appendix A.
- j. Paid meal allowances do not apply to Sleepover shifts.

8.4 When you are on call

A. What on call allowance will I be paid for being available?

- a. You will be paid an on call allowance of 15% of the Personal Care Worker- Advanced rate per hour you are on call, if you are required by Australian Unity and agree to be on call at your private residence, or at any other place by agreement.
- b. When considering on call requests Australian Unity will consider any risk to your health and safety and your personal circumstances.

B. What if I am recalled to work when I am on call?

- a. If you are required to be on call and you are recalled to the workplace, to a client or if you receive a work related call or text message that requires action, you will be paid a minimum payment of one hour in accordance with the below:

Recall to the workplace/client:

- b. If you are required to return to the workplace and you complete the required activities in less than the minimum one hour payment period, Australian Unity does not expect you to remain at the workplace for the remainder of the one hour period.
- c. If you are recalled to the workplace a further time after the initial one hour work period; a new one hour minimum work period will be triggered for which you will be paid.

Receiving a work related phone call or text message

- d. If you are on call and receive a work related phone call or text message that requires you to perform work whilst on call, it triggers the minimum (1) one hour payment period. For subsequent work related call/s and text messages received by you that require you to perform work during this one hour paid work period, no additional payment will be made.
- e. If you receive a subsequent work related call or text message that requires you to perform work after the one hour paid work period has concluded; a new one hour minimum work period will be triggered for which you will be paid.
- f. Payment of the minimum one hour period requires you to log all work related calls and text messages received during this period in appropriate systems.
- g. You may be contacted from time to time by Australian Unity when not on call, including for the purpose of being offered work. Clause 8.4 does not apply to you if you are not on call and receiving the on call allowance.

8.5 When you perform higher or alternate duties

- a. Australian Unity encourages co-operation across different work functions. To adapt to changing business circumstances and to cover instances of employee leave you may be requested, or you may volunteer to help out in different functional areas to enable the continued delivery of quality services to our clients.
- b. Australian Unity may request you to carry out higher duties that are within the limits of your skill, competence and training. Employees engaged in duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher wage rate for the time worked at higher duty.
- c. If you are a Domestic Care Assistant Experienced and you work more than 50% of your contracted hours in a fortnightly period performing the role of a Personal Care Worker, you will be paid at the higher rate for all hours worked in the fortnightly pay period.
- d. If you are a Personal Care Worker and you work more than 50% of your contracted hours in a fortnightly period performing the role of a Personal Care Worker Advanced, you will be paid at the higher rate for all hours worked in the fortnightly pay period.

- e. Where you perform higher duties in accordance with clause 8.5c and 8.5d for a period of greater than 12 months you will be paid leave entitlements at the applicable higher duty rate.
- f. Where you perform higher duties for clients on consecutive engagements and those consecutive engagements are linked together by the travel time taken to get between the clients, the travel between the two higher duty clients will be paid at the higher rate. For all other travel between clients you will be paid your standard rate. It is not intended to roster employees with gaps between clients to avoid payment under this subclause.
- g. Any agreement to perform higher duties shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to clients.

Hygienic Clean

- h. A Hygienic clean means offensive cleaning activities and includes any of the following activities:
 - i. The cleaning of bed linen severely contaminated by faeces or other bodily fluids;
 - ii. The cleaning of households severely contaminated by human or animal excrement;
 - iii. Other cleaning activities assessed by Australian Unity to be beyond the normal limits of regular domestic assistance.
- i. If you are required to clean a premises which are in a grossly offensive condition, you shall be paid double time for the duration of such work.
- j. Notwithstanding anything contained in this clause, you have the right to refuse to undertake a service classified as hygienic cleaning, provided that the reasons are connected with the nature of the service and does not impact on other services provided such as personal care.

8.6 When you work a different client care shift

A. How am I paid if I work a sleepover shift?

- a. A sleepover shift is an important care service we offer our clients. If you are rostered to work a sleepover shift you will be required to sleep overnight at an Australian Unity retirement village or at a client's premises.
- b. The span for a sleepover shift will be a continuous maximum period of twelve (12) hours. A sleepover shall be deemed to be a break between shifts.
- c. A shift may be rostered on either side of a sleepover and when calculating the appropriate shift penalty, if applicable, the hours worked prior to the sleepover shall be treated separately to the hours worked at the end of the sleepover shift.
- d. If you work a sleepover shift you will be paid \$157.39 which includes 1 hour of active duty and an allowance for the Sleepover Shift. All work over 1 hour will be paid at the overtime rate for all full hours worked. This allowance will increase on the first full pay period after 1 July 2020 in line with pay increases in Appendix A.
- e. When rostered to perform a sleepover shift, it will be regarded as an ordinary four (4) hour shift for the purpose of all leave accruals, and will be regarded as a four (4) hour shift or day for the purpose of determining your ordinary hours of work for the week or pay period.
- f. The terms contained in this clause are in substitution for and not cumulative on any additional leave accruals or payments including shift loadings and other penalties.

B. How am I paid if I work a 24 hour care shift?

- a. A 24 hour care shift requires you to be available for duty in a client's home for a 24 hour period to provide the client with the services specified in their care plan.
- b. If you work a 24 hour care shift you will be paid an allowance in accordance with the following table, this allowance will increase on the first full pay period after 1 July 2020 in line with pay increases in Appendix A:

Employment Type	Weekly Rate (38 hours per week)	Daily Rate
Permanent	\$1,545.16	\$386.28
Casual	\$1,854.19	\$463.54

- c. The payment in clause 8.6B(b) includes up to ten (10) hours of active duty and is in substitution for the Sleepover allowance set out in 8.6A(d).

- d. You will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for you.
- e. When rostered to perform a 24 hour care shift, it will be regarded as an ordinary eight (8) hour shift for the purpose of leave accruals, and will be regarded as an eight (8) hour shift or day for the purpose of determining your ordinary hour of work for the week or pay period.
- f. If you perform a 24 hour care shift will have at least eight (8) consecutive hours off duty from the end of the 24 hour care shift and the commencement of any subsequent engagement under this Agreement, other than another 24 hour care shift in which case the eight (8) hour break between shifts shall be deemed to have been satisfied over the course of the 24 hour shift period.
- g. An employee who is required to work without an eight (8) hour break off duty (other than in the case of consecutive 24 hour shifts) shall be entitled to be paid overtime rates as prescribed in clause 8.3.
- h. After each five (5) consecutive days of 24 hour care duty you will be entitled to two (2) consecutive days off. Provided that:
 - i. Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - ii. Where it is mutually agreed between you and Australian Unity that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of a consecutive 24 hour care shift period.

C. How am I paid if I work an excursion shift?

- a. An Excursion shift is where you are requested, and you agree, to accompany a client on an excursion activity away from their residence for a day, or for more than one day where you are away from the client's residence overnight.
- b. If you work an excursion shift you will be paid at your ordinary time pay rate for time worked between the hours of 6.00 am to 6.30 pm up to a maximum of 10 hours per day.
- c. Where you and your manager agree that you will be required to work more than 10 hours on a day you can accrue time off at the rate of 1 hour for each additional hour worked, where agreed.

- d. If you are required to sleepover as part of the excursion you will be paid the sleepover allowance in accordance with 8.6A(d) of this Agreement.
- e. If you are rostered to work an overnight excursion on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

8.7 How we recognise your first aid certificate

- a. If you are engaged in a nominated position that requires a current first aid certificate, Australian Unity will organise and pay for you to obtain this certificate. Australian Unity will also organise and pay for this certificate to be maintained over the course of your employment in the nominated position.
- b. If you hold a current first aid certificate you will be paid a weekly allowance of \$16.51 for a full time equivalent position where:
 - i. you are nominated in writing by Australian Unity as the First Aid representative; and
 - ii. You are required by Australian Unity to be, in a given week, responsible for the provision of first aid to employees of Australian Unity.
- c. The first aid allowance will apply to eligible part time and casual employees on a pro rata basis calculated on your ordinary weekly hours for a full time employee in accordance with clause 3.1.
- d. This allowance will increase on the first full pay period after 1 July 2020 in line with pay increases in Appendix A.

8.8 If you travel for work purposes

- a. If you are required and authorised by Australian Unity to use your car in the course of your duties or between consecutive Engagements, you will be reimbursed at the corresponding and published Australian Taxation Office rate.
- b. Where you are required and approved to use public transport for travel in the course of your duties or between consecutive Engagements, you will be reimbursed the actual expenses incurred for such travel.
- c. Travel between consecutive engagements will be considered time worked and paid at the applicable rate in accordance with Appendix A.

- d. Where you are rostered with a break in consecutive engagements of greater than one (1) hour at the convenience of Australian Unity you will be reimbursed the kilometres, in accordance with clause 8.8a, for the distance to return home and from home to your next client.
- e. All other travel you may do, for the purposes of this clause, is not reimbursable without the written authority of the employer.
- f. For the purpose of this clause any travel from home to work - both directions, is not considered time worked or in the course of your duties and is not reimbursable under clause 8.8a or 8.8b, subject to clause 8.8g.

Excess Travel

- g. If you travel greater than 20 kilometres from your home to your first engagement or from your last engagement to your home you will be paid the kilometre allowance in accordance with clause 8.8a and paid travel time aligned to your classification rate for kilometres travelled above 20 kilometres for each applicable trip. Payment will not be made under this clause where your first or last engagement is located within 20 kilometres from the Home & Disability Services office, branch or outlet you are employed to work, or the local post office facility in the town in which you predominately work.
- h. Excess travel time shall be paid at ordinary rates and shall not be included for the purposes of calculating work time, contract hours or leave entitlements.
- i. For the purpose of this clause your home is your residential address at the time you are employed by Australian Unity.
- j. You are not entitled to any payment under clause 8.8 unless Australian Unity is satisfied that you have incurred a cost associated with the claimed travel.

9 The Leave Arrangements We Offer

9.1 Annual leave

- a. If you are a full time or part time employee you are entitled to annual leave in accordance with the NES (4 weeks per full year of service for full time employees, pro rata for part time employees).
- b. To ensure you are properly rested and have an ongoing sense of wellbeing and balance in your personal life, Australian Unity requires you to work with your

manager to ensure your annual leave is appropriately planned for and regularly taken. It is the preference of Australian Unity that leave be taken within 12 months of accrual.

- c. Applications for annual leave are required to be submitted four (4) weeks' prior to the leave commencement date. This requirement may be waived at managements discretion where there has been a genuine inability to provide the required notice.

Management of excessive annual leave

- d. Australian Unity may, by giving you at least four (4) weeks' notice in writing direct you to take one or more periods of at least one (1) week of paid annual leave, or less by agreement, where you have an outstanding annual leave balance greater than eight (8) weeks.
- e. Your manager may approve an accrual of greater than eight (8) weeks where the leave is accrued for a specific purpose.

Additional leave for shift workers

- f. In addition to leave provided for in 9.1a above, if you are a shift worker you will receive one (1) week of Additional Annual Leave (pro-rata for part time Employees) in accordance with the NES. You will be regarded as a shift worker for the purposes of accruing this week of Additional Annual Leave if, during any part of the relevant twelve month period of service you have worked more than four (4) ordinary hours on ten (10) or more weekends.

Other leave during a period of annual leave

- g. If you have a doctor's certificate to say that while on annual leave you were sick or injured, you can apply to have these days added back to your annual leave balance and deducted instead from your personal leave balance.

Annual leave loading

- h. If you are a part time or full time employee you are entitled to annual leave loading to be paid at 17.5% of your ordinary rate of pay for the period of annual leave taken.
- i. Annual leave loading is paid at the time accrued annual leave is taken.

Cashing out of annual leave

- j. You can cash out your annual leave balance subject to the following conditions:

- i. it is approved by your manager in writing;
 - ii. You have taken a minimum of two (2) weeks annual leave in the 12 month period prior to the request;
 - iii. your remaining accrued annual leave entitlement after the cashed out component is deducted is not less than 4 weeks;
 - iv. each arrangement to cash out your annual leave is considered to be a separate agreement between you and Australian Unity; and
 - v. the payment made to cash out your annual leave will be equivalent to your ordinary time pay plus your annual leave loading.
- k. If your request to cash out your annual leave is approved Australian Unity will:
- i. make a payment to you that represents at least the full amount that would have been payable to you had you taken the leave; and
 - ii. reduce your accrued annual leave balance by the amount of annual leave cashed out; and
 - iii. you will no longer be entitled to the annual leave that has been cashed out.

9.2 Personal / carer's leave

- a. Your personal/carers leave entitlement is provided for in the NES. This clause contains additional provisions.
- b. If you are a full time employee you will accrue 10 days of paid personal/carers leave per year. Personal/carers leave accrues progressively during your year of service.
- c. Under the NES, personal/carers leave refers to the paid leave you receive for:
 - i. personal illness or injury (personal leave); or
 - ii. paid or unpaid leave to provide care and support to a member of your Immediate Family, as defined in clause 2.5a.xiv or a member of your household (carer's leave).

Notice and evidence: personal/carers leave

- d. You are required to give notice of absence from work due to personal/carers leave. The notice must be given as soon as reasonably practicable.

- e. Your manager may request that you produce a medical certificate from a registered health practitioner for any days you have taken as personal/carers leave, including single day's absences. Where this is not possible you may be requested to provide evidence that would satisfy a reasonable person that leave was taken for the reasons specified in clause 9.2c and the NES. When accepting evidence Australian Unity will give consideration to the employees geographical location, access to a medical practitioner and the nature of the illness or injury for which the employee has taken leave.

9.3 Compassionate Leave & Client Funerals

- a. You will receive a compassionate leave entitlement in accordance with the NES.
- b. The compassionate leave entitlement in accordance with clause 9.3a may also be used for the following reasons:
 - i. Where you are unable to perform your duties when flood, fire, snow or other natural disaster threatens your property or prevents you from performing your duties; or
 - ii. Where you are required to attend to unplanned and unforeseen family responsibilities, such as emergency cancellations by childcare providers.

Client funerals

- c. Australian Unity may at its absolute discretion approve for you to attend the funeral of a client without loss of ordinary pay. Approval will be reserved for long standing care arrangements where you have been the primary carer for the client over a significant period of time.

9.4 Family Violence Leave

- a. Australian Unity recognises that domestic violence is a serious issue in our community and may affect your attendance or performance at work. Australian Unity seeks to develop a supportive workplace for employees who are victims of family violence.
- b. For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by an immediate family member or a member of the employee's household against another member of the person's family or household.

- c. If you are a permanent employee and you are directly experiencing family violence you will have access to five (5) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence. These five (5) days are in addition to other paid leave entitlements detailed in this Agreement and are paid at your ordinary rate of pay for the hours you would have worked on that day.
- d. If required by Australian Unity, you must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by the police service, a court, a doctor, a family violence support service, or a lawyer.
- e. Australian Unity, where appropriate, may facilitate flexible working arrangements subject to operational requirements including but not limited to, amendments to working hours, work location and contact information. Where flexible working arrangements are provided allowing you to continue working, payment under this clause will not apply.
- f. Australian Unity will take all reasonable measures to ensure that any personal information provided by you concerning your experience of family and domestic violence is kept confidential.

9.5 Ceremonial Leave

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

9.6 Parental leave

- a. Unpaid parental leave of 12 months is provided if you are a permanent employee, or a long term casual, and you have 9 months continuous service with Australian Unity.
- b. Time away from work on parental leave without pay does not count as service for calculation of your long service leave or any other leave entitlements. However, any period of paid leave included as part of parental leave, will count as service for your leave calculations.

- c. Where clause 9.6 is silent on a condition of parental leave the NES will apply.

Paid Parental Benefit

- d. For permanent employees with 9 months continuous service, Australian Unity offers to the Primary Care Giver a Paid Parental Benefit of the equivalent of up to fourteen (14) week's pay at the rate of pay for your classification at the time of taking leave or where you have decreased your hours on a temporary basis during your pregnancy your permanent substantive hours.
- e. This benefit is paid at either full pay for 14 weeks or half pay for 28 weeks. Where the number of weeks' parental leave taken after childbirth is less than the paid parental benefit, the total amount of weeks taken will determine the number of weeks paid parental benefit. Payment for paid parental leave is at your applicable contracted hours.
- f. For the purpose of this clause the Primary Care Giver is the person who has primary care responsibilities for a child including through surrogacy or adoption, where the child is less than 16 years of age.
- g. If you are the secondary caregiver, you will be entitled to a paid parental leave benefit of two (2) weeks at the time of birth or placement of the child.
- h. Australian Unity offers a Paid Parental Benefit equivalent of up to six (6) week's pay to the Primary Care Giver should you experience a still birth after 20 weeks or neonatal death.
- i. Any provisions for parental leave in this agreement are in addition to any paid parental leave scheme provided and funded for by the Federal Government.

Notice and evidence requirements

- j. You must provide ten (10) weeks written notice of any proposed parental leave including start and end dates. You must also confirm the date of birth, or expected date of birth, of your child (and for adoption-related leave, the date or expected date of placement, and that the child is, or will be, under 16 as at the date or expected date of placement).
- k. If you wish to attend work during the six (6) weeks prior to the expected date of birth of your child you may be required to provide a medical certificate in relation to your fitness for work. Where a medical certificate is not provided within seven (7)

days of request you may be required to commence unpaid parental leave. Where you are permitted to attend for duty during part of the period of six (6) weeks prior to the expected date of birth, maternity leave shall commence from the first day of absence from duty.

- I. If, in a doctor's opinion, you as the pregnant employee could face illness or risk to your health by continuing to work, your role may be considered temporarily unsuitable. In this situation, the manager will work in conjunction with the People and Culture team to determine if there is a more suitable role available for you to safely fulfil in the period up to the commencement of parental leave.

Altering your return to work date

- m. After commencement of parental leave you may amend the date on which you intend to return to work on one occasion within the initial 12 month parental leave period, provided that not less than four (4) weeks' notice in writing is provided setting out the additional leave required. Any further alterations to the return date, including returning to work earlier than originally planned, is subject to approval.

Extending your parental leave period

- n. If you take unpaid parental leave for the initial available period (12 months) you may request an extension of leave for a further period of up to 12 months immediately following the first 12 month period. This request must be in writing and provided at least four (4) weeks before the end of the initial parental leave period.
- o. Requests for an extension of parental leave are subject to approval and will only be refused by Australian Unity on reasonable business grounds.

Returning to work

- p. You are entitled to return to the role you held immediately before you began parental leave (this does not include a role into which you were transferred because of pregnancy). If the role no longer exists when you return to work, and other roles are available, you will be given a role which is equivalent in salary, status, and location equivalent to the position you held before leave was taken.
- q. You must give four (4) weeks written notice of your intended date of return to work. Please note parental leave must be taken in one continuous unbroken period and if you are returning after an absence of less than your 52 weeks leave, you may forfeit

any rights to any remaining or additional parental leave once you have returned to work.

Request for flexible work arrangement

- r. If you are a parent or have the responsibility for the care of a child under school age, you may request a change in working arrangements for the purpose of assisting you to care for the child.
- s. This request must be put in writing and set out the details of the change you require and the reasons you need the change. Your manager will consider your request and provide you with a response in writing within 21 days. Your request will only be refused on reasonable business grounds.

9.7 Long service leave

- a. Your entitlement for Long service leave is governed by the *Long Service Leave Act 1955*.

9.8 Public Holidays

- a. You are entitled to holidays on each of these days:
 - i. New Year's Day;
 - ii. Australia Day;
 - iii. Good Friday;
 - iv. Easter Saturday
 - v. Easter Sunday
 - vi. Easter Monday;
 - vii. Anzac Day
 - viii. Queen's Birthday
 - ix. Labour day
 - x. Christmas Day;
 - xi. Boxing Day; and
 - xii. any day which may hereafter be proclaimed a Public Holiday throughout the State.

- b. The dates of the Public Holidays will be according to the gazetted Public Holiday dates as published by the relevant State.
- c. You may apply to substitute religious holidays for your preferred religion for gazetted Public Holidays in 9.8a. This will be agreed at the discretion of management and may result in you receiving, by agreement, ordinary time wages on the substituted gazetted Public Holiday such as Christmas or Easter.
- d. If you are a permanent employee and regularly work Monday to Friday you will be entitled to Public Holiday loadings or a day off for each Public Holiday as listed in clause 9.8a. If that day falls on a Saturday or Sunday and if an in lieu day or substitute day is gazetted on a week day, then the in lieu or substitute will be observed as the public holiday.
- e. All work performed by you during your ordinary shifts on a public holiday including a substituted day, will be paid at double time and a half of your ordinary rate of pay.

9.9 Wellbeing day

- a. Australian Unity will provide you with one wellbeing leave day so that you can work on your own wellbeing, and in doing so promote employee wellbeing in line with the Australian Unity Wellbeing Index.
- b. If you are a full time or part time employee you are entitled to one (1) day leave per year paid at ordinary time. This entitlement is not cumulative and must be taken in that year of service.
- c. This leave day must be planned leave. You will need to submit a leave request to take your wellbeing leave day. This must be submitted to your manager for approval at least two (2) weeks prior to the date you are requesting to take the leave.
- d. Wellbeing days that are not taken will be lost and are not paid out on termination.

9.10 Jury Service

- a. If as a full time employee you are required to attend jury service, you will be reimbursed by Australian Unity the difference between the amount you are paid by the external body for attending the jury service and the ordinary pay you would have

received had you not been on jury service, where you are unable to work your ordinary hours of work due to:

- i. your attendance at jury service; or
 - ii. reasonable travel time associated with jury service; or
 - iii. reasonable rest time immediately following jury service.
- b. If you are a part time employee and you are required to attend jury service, and such service falls on a day you would normally be required to work, you will receive a payment in accordance with clause 9.10a.
- c. If you are requested for jury service you must notify Australian Unity as soon as possible of the date you are required to attend. Further, you must provide Australian Unity with proof of this attendance, as well as details regarding the duration of this attendance and the external payment received for attending this jury service.

9.11 Leave without pay

- a. By agreement between you and your manager, you may be granted a period of leave without pay where an accrued leave balance is not available to you.
- b. The period of leave without pay will not break your continuity of service however it will not count for the purpose of:
- i. accruing annual leave, incremental progression, personal/carers leave and Public Holidays;
 - ii. accruing long service leave except in the case of employees who have completed at least ten (10) years' service;
 - iii. qualifying period for paid and unpaid parental leave; and
 - iv. the calculation of notice of termination and redundancy benefits.

9.12 Study leave

- a. If you are a full time employee you will be entitled to a minimum of two (2) days' paid study/examination leave per semester for the purposes of attending courses and/or undertaking or preparing for examinations. This paid leave is only available if you are undertaking study/examinations associated with a course/learning activity (including studies in English if you are from a non-English speaking background) that

has been approved in advance by Australian Unity and is part of your approved development plan.

- b. If you are a part time employee and you work more than four (4) shifts per fortnight and you have been employed with Australian Unity for a minimum of one (1) year, you will be entitled to study/examination leave outlined in clause 9.12a on a pro rata basis if the course/learning activity that has been approved in advance by Australian Unity and is part of your approved development plan.
- c. You must consult your manager regarding your study/examination commitments and apply for your study leave in advance. All study leave must be approved by your manager before it is taken.
- d. Study/examination leave entitlements do not accumulate from year to year.

9.13 Union Training leave

- a. Where you are nominated by the union to attend a course organised and conducted by the union, and your attendance is required during your ordinary hours of work, you shall attend the training without loss of ordinary pay. Without loss of ordinary pay refers to the number of hours you would have ordinarily worked during the period in which you were attending training; and will be based on an average of the previous two (2) fortnights. Australian Unity will not unreasonably refuse a request for union training leave subject to the following:
 - i. Australian Unity is provided with not less than 4 weeks' written notice of nomination from the Union, setting out the time, dates, content and venue of the course you have been nominated to attend;
 - ii. You will receive a maximum of 5 days of training per financial year where nominated by your union;
 - iii. Not more than one (1) employee will be released from a branch for union training at any one time. Where possible Australian Unity agrees to release additional delegates from a branch where the additional release does not disrupt client services;
 - iv. Union training leave will be capped at a maximum of 800 hours per financial year, non-cumulative;
 - v. that the Employer is satisfied that the course will assist in reducing work place disputes and in advancing industrial harmony within the organisation; and
 - vi. Your attendance at the course will not cause disruptions to the effective delivery of services to Australian Unity's clients.

9.14 NAIDOC leave

- a. Australian Unity recognises the rich, diverse and ongoing Aboriginal and Torres Strait Islander cultures. We also recognise that reconciliation between Aboriginal and Torres Strait Islander peoples and other Australians is vital to our future as a nation.
- b. Australian Unity provides a single day's paid leave each year (non-accruing) to permanent employees to attend a NAIDOC related activity. This leave must be taken within a single calendar day for the purposes of recognising NAIDOC and/or celebrating Aboriginal and Torres Strait Islander cultures (NAIDOC leave).
- c. Upon request NAIDOC Week Leave may be substituted for a single day's leave to participate in other ceremonies, festivals or events of national or regional significance to Aboriginal or Torres Strait Islander communities.
- d. To access an entitlement to NAIDOC leave an employee must submit a leave application at least 14 days prior to the leave commencing or as soon as reasonably practicable and where requested and appropriate provide satisfactory evidence that the absence is because the employee is attending a NAIDOC activity.
- e. The manager may consider the application for leave in light of business operational requirements.

The Work We Do

At a Glance | This section provides you with an understanding of the work we do delivering Home & Disability Services. The roles in the below Classification Structure are described for you including the pre-requisites for entry into these positions. The Classification Structure links to your wage rate. Appendix A of the Agreement shows you minimum rate we pay for each of the roles in our Classification Structure.

10.1 Understanding the work we do

Role Title	Role Description	Pre Requisite Skill / Competency
Trainee	Means an employee employed in a traineeship undertaking a nationally recognised certificate course and is enrolled with a recognised training organisation.	<ol style="list-style-type: none"> 1. Enrolment in a nationally recognised Certificate III or IV course; and 2. Holds a valid Drivers Licence; and 3. Owns a registered reliable car with third party property car insurance, comprehensive insurance is desirable.
Domestic Care Assistant- New Entrant	<p>Means an employee with less than 12 months experience in the industry who performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.</p> <p>Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.</p> <p>Indicative but not exclusive tasks include: the undertaking of semi-skilled work including cleaning, vacuuming, dusting, washing and ironing, making beds, laying out clothes, sweeping, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, <u>emptying</u> and cleaning of commodes, banking</p>	<ol style="list-style-type: none"> 1. Basic written and verbal communication skills; and 2. Less than 12 months industry experience; and 3. Holds a current First Aid Certificate (where required by Australian Unity); and 4. Holds a valid Drivers Licence; and 5. Owns a registered reliable car with third party property car insurance, comprehensive insurance is desirable.

	and account payment, organising appointments, social interaction and support in the community, assistance with care of pets, care of indoor and outdoor pot plants.	
Domestic Care Assistant- Experienced	<p>Means an employee who has passed Domestic Care Assistant- New Entrant level and who has more than 12 months experience in the industry, acceptable to Australian Unity, enabling the employee to work effectively at this level. An employee at this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.</p> <p>Work activities are clearly defined with established procedures which are well understood or clearly documented. An employee at this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.</p> <p>An employee at this level may assist other employees at the same or lower level and is responsible for assuring the quality of work performed.</p> <p>Indicative but not exclusive tasks include: In addition to the tasks of a Domestic Care Assistant- New Entrant, an employee at this level will perform tasks including assistance in dressing, supervising daily hygiene, preparation, cooking and assistance with meals, assistance with communication, assisting with errands such as dry cleaning, shopping, client transportation, performing gardening duties and undertaking basic repairs.</p>	<ol style="list-style-type: none"> 1. Written and verbal communication skills; and 2. Employee may hold a relevant Certificate III OR has relevant experience; and 3. Holds a first aid certificate (where required by Australian Unity); and 4. Relevant industry experience greater than 12 months; and 5. Holds a valid Drivers Licence; and 6. Owns a registered reliable car with third party property car insurance, comprehensive insurance is desirable.
Personal Care Worker	Means an employee who meets the requirements of Domestic Care Assistant- Experienced. An employee at this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.	<ol style="list-style-type: none"> 1. Written and verbal communication skills; and 2. Home Care Certificate or relevant Industry Experience greater than 12 months; and 3. Holds a current First Aid Certificate (where required by Australian Unity); and 4. Holds a valid Drivers

	<p>Work activities at this level are clearly defined with established procedures which are well understood or clearly documented. Employees at this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.</p> <p>An employee at this level may assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.</p> <p>Indicative but not exclusive tasks include: In addition to the tasks of a Domestic Care Assistant- Experienced, an employee at this level performs personal care tasks in line with the clients care plan including the cleaning, fitting and removal of aids and appliances, assistance with showering and toileting, grooming tasks, medication assistance, skin care, fitting and changing of catheter bags, and assisting with the on boarding of staff where consistent with the employee's skill and experience.</p> <p>Under direct supervision an employee at this level may also assist a higher grade employee attending to the more advanced needs of a client.</p>	<p>Licence; and</p> <p>5. Owns a registered reliable car with third party property car insurance, comprehensive insurance is desirable.</p>
Personal Care Worker- Advanced	<p>Means an employee who has successfully passed a competency assessment of the personal care skills required to perform at this level. In addition to the requirements of a Personal Care Worker, an employee at this level works under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.</p> <p>An employee at this level requires personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment,</p>	<p>1. Written and verbal communication skills; and</p> <p>2. Meets pre-requisites for Personal Care Worker; and</p> <p>3. Is assessed as competent for the tasks required for this level;</p> <p>4. Is appointed at Management discretion.</p> <p>5. Holds a valid Drivers Licence; and</p> <p>6. Owns a registered reliable car with third party property car insurance, comprehensive insurance is desirable.</p>

	<p>methods or processes.</p> <p>An employee at this level may assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.</p> <p>Indicative but not exclusive tasks include: In addition to the tasks of a Personal Care Worker, an employee at this level provides personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty, including liaising with dieticians on special needs, provide input into meal planning, data collection such as taking a temperature or blood pressure, bowel care, assistance with non-oral feeding, respiratory care and assistance with maintenance programs.</p>	
Care Worker Coach	<p>Means an employee who is expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership and administration of employees.</p> <p>The objectives of the work performed at this level are well defined but the particular method, process of equipment to be used must be selected from a range of available alternatives.</p> <p>Employees at this level are expected to have a thorough understanding of the relevant technology, procedures and processes used within Home & Disability Services.</p> <p>Indicative but not exclusive tasks include: In addition to the tasks of a Personal Care Worker-Advanced, an employee at this level will be responsible for training, mentoring and leading care employees, overseeing other care employees in relation to safe work practices and complex personal care, provide guidance and counselling to lower level employees where required, mentoring buddy network and completing required documentation for compliance and operational activities.</p>	<ol style="list-style-type: none"> 1. Meets the pre-requisites of a Personal Care Worker- Advanced; and 2. Is appointed at Management discretion; and 3. Holds a Certificate IV in Aged Care or Disability. 4. Hold a valid drivers licence; and 5. Owns a registered reliable car with third party property car insurance, comprehensive insurance is desirable.

Where agreed between you and Australian Unity, you may use public transport or other means to travel to and from clients and the requirement to maintain a drivers licence and a reliable car with insurance would not apply to you.

10.2 How is my classification determined?

- a. The classification structure is designed to reflect the skills mix and operational requirements we need to deliver quality home & disability services to our clients.
- b. The classification structure describes the work performed at each level.
- c. The classification structure is designed to remunerate you according to how your skills contribute to the care and services provided to our clients.
- d. We will appoint new employees to a classification level that suits their skills and relevant industry experience and the needs of Australian Unity. This may be a higher classification than the usual entry point if an employee can demonstrate to the satisfaction of Australian Unity an appropriate level of:
 - i. Industry and practice knowledge;
 - ii. Relevant experience within the aged, home & disability service industry;
 - iii. Competency relevant to those require of the classification;
 - iv. Relevant qualifications; and
 - v. Any area of speciality.
- e. Progression to higher classifications is dependent on the employee meeting the pre-requisites set out in clause 10.1 and consistently demonstrating competency and performance in all assessed areas as observed by Australian Unity.
- f. Prior written approval from your manager is required for all appointments and reclassifications.
- g. If you were employed prior to the commencement of this Agreement under the *Australian Unity Home Care Service NSW Enterprise Agreement 2017*, your classification will be mapped in accordance with the table below:

<i>Australian Unity Home Care Service NSW Enterprise Agreement 2017 Classification</i>	New Classification
Care Worker – Grade 1	Domestic Care Assistant – Experienced
Care Worker – Grade 2	Personal Care Worker
Care Worker – Grade 3	Personal Care Worker – Advanced
Care Worker – Grade 4	Care Worker Coach

Appendix A

This wage rate table provides wage increases over the life of the Agreement.

Classification	First Full Pay Period after 1 July 2019	First Full Pay Period after 1 July 2020
Trainees/Apprentices	Pay rates as per the Modern Award	
Domestic Care Assistant – New Entrant	\$22.39	\$22.72
Domestic Care Assistant - Experienced	\$24.15	\$24.51
Personal Care Worker	\$25.07	\$25.45
Personal Care Worker - Advanced	\$27.12	\$27.53
Care Worker - Coach	\$28.97	\$29.41

Appendix B

Care Worker Availability Form

As outlined in Clause 5.2 of the Agreement you must make yourself available for work for a minimum number of availability time periods in accordance with the table below. You may provide a greater number of availability time periods at your discretion.

Contract Hours	Minimum number of Availability Time Periods	Weekend Availability for Saturday- Friday Employees
20-30 hours per fortnight	8 x 6 hours	Nil
31-39 hours per fortnight	9 x 6 hours	Nil
40-50 hours per fortnight	12 x 6 hours	1 in 4
51-59 hours per fortnight	13 x 6 hours	1 in 4
60-70 hours per fortnight	16 x 6 hours	2 in 4

The time periods should not overlap and any proposed availability must be agreed, (within the service hours available in the branch), between you and your supervisor/manager prior to the availability being accepted. A maximum of two (2) six hour time periods can be selected in each 24 hour period. Time periods nominated of greater than six hours but less than twelve hours will be regarded as one time period only.

Availability Nomination								
Current contract hours:								
Minimum break between shifts (circle one)			8 hours			10 hours		
Desired contract hours:								
Availability Time Period								
Day of the Week	Week 1				Week 2			
	Start	Finish	Start	Finish	Start	Finish	Start	Finish
Saturday								
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								

Optional:

YES / NO, I would like to be considered for Sleepovers.

YES / NO, I would like to be considered for 24 hour care work.

I, (Print full name) agree to the above minimum number of availability time periods.

Signature:

_____ Date: ____/____/____

Supervisor Signature:

_____ Date: ____/____/____

The Australian Unity Home & Disability Services NSW Care Worker Enterprise Agreement 2019

Executed as an Agreement

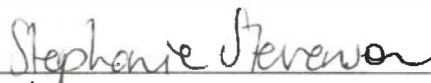
Signed for Australian Unity by its authorised representatives in the presence of:



Witness



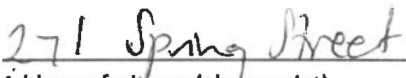
Signature of Authorised Officer



Name in full (please print)



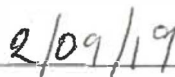
Name of Authorised Officer (please print)



Address of witness (please print)



Address of Authorised Officer (please print)

Date: 



Authority of Authorised Officer (please print)

Signed by representatives of Employees covered by this Agreement:


Witness


Signature of Representative

ARMEN AGHAZARIAN
Name in full (please print)

MEL GATFIELD
Name of Representative (please print)

LEVEL 1 187 THOMAS ST HAYMARKET NSW 2000 Address of witness (please print)
LEVEL 1, 187 THOMAS ST HAYMARKET NSW 2000 Address of Representative (please print)

Date: 26/08/2019

NSW Branch Secretary
Authority of Representative (please print)
United Voice

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/3270

Application by Australian Unity Home Care Services Pty Ltd

Application for approval of a single enterprise agreement

Undertaking – Section 190

Pursuant to section 190 of the *Fair Work Act (Cth)* (**Act**), Australian Unity Home Care Service Pty Ltd (**Australian Unity**) provides the following undertakings in respect of *The Australian Unity Home & Disability Services NSW Care Worker Enterprise Agreement 2019* (**Agreement**):

Australian Unity undertakes that:

1. National Employment Standards

in the event of an inconsistency between the NES and this Agreement, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

2. Span of Hours

Australian Unity undertakes that Reference in Clause 8.3.c of this Agreement to clause 8.2.a should be read to 8.3.a such that overtime is defined in clause 8.3a

3. Time Off In Lieu (TOIL)

If on the termination of any employees' employment, time off for overtime worked by the employee has not been taken, the employer 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.

4. Breaks between work – overtime: When you work overtime

- a. Unless mutually agreed otherwise, an employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; and
- b. If, on the instructions of the employer, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty he or she shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c. Provided that an employee may, pursuant to clause 5.2.f of this Agreement, elect to substitute an eight (8) hour break for the ten (10) hour break referred to in this subclause. An employee electing to substitute a ten-hour break may not alter that election within a three-month period following the election, except where there are extenuating circumstances and the employer agrees to such alteration.

5. Overtime – additional hours for full-time permanent employees

Reference in Clause 3.1c, Full time employment, should be read in conjunction with clause 8.3a, "When you work overtime", such that overtime will apply beyond 76 hours in a two week period.

6. Overtime – Cross-referencing

Notwithstanding clause 8.3.c. of the Agreement, employees who work overtime as defined in clause 8.3.a. of the Agreement will be paid overtime in accordance with clause 8.3.c.i. – 8.3.c.iii. of the Agreement.

7. Work Outside of Span of Hours

- (a) Notwithstanding clause 8.1.a. of the Agreement, where an employee classified as a Domestic Care Assistant – **New Entrant** is rostered to perform a shift commencing at or after 3:35am and before 6.00am, Monday to Friday, the employee will be paid a loading of 15% for the whole of the shift in lieu of the loading provided in clause 8.1.a. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (d) applies.
- (b) Notwithstanding clause 8.1.a. of the Agreement, where an employee classified as a Domestic Care Assistant – **Experienced** is rostered to perform a shift commencing at or after 3:55am and before 6.00am, Monday to Friday, the employee will be paid a loading of 15% for the whole of the shift in lieu of the loading provided in clause 8.1.a. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (d) applies.
- (c) Notwithstanding clause 8.1.a. of the Agreement, where an employee classified as a **Personal Care Worker** is rostered to perform a shift commencing at or after 5.10 am and before 6.00 am, Monday to Friday, the employee will be paid a loading of 15% for the whole of the shift in lieu of the loading provided in clause 8.1.a. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (d) applies.
- (d) Notwithstanding clause 8.1.a. of the Agreement, where an employee's agreed availability for additional hours [agreed in accordance with clause 5.2 of the Agreement] does not include hours before 6.00 am or after 8.00 pm Monday to Friday, in lieu of the loading provided in clause 8.1.a, an employee will be paid at the rate of time and a half for the first two hours and double time thereafter for any hours required to be worked before 6.00 am or after 8.00 pm Monday to Friday. This undertaking does not apply in respect of an employee to whom the undertaking in paragraph 7 (a) and/or 7 (b) and/or 7(c) applies.

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

Signed for and on behalf of Australian Unity

Name: Nicholas Gold

Position: Senior Employee Relations Consultant



Signature

Date: 29 October 2019