

DECISION

Fair Work Act 2009 s.185—Enterprise agreement

Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management Pty Ltd, Better Home Care Pty Ltd T/A Australian Unity (AG2017/6064)

AUSTRALIAN UNITY HOME CARE ENTERPRISE AGREEMENT 2017

Social, community, home care and disability services

DEPUTY PRESIDENT MASSON

MELBOURNE, 10 MAY 2018

Application for approval of the Australian Unity Home Care Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Unity Home Care Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management Pty Ltd, Better Home Care Pty Ltd T/A Australian Unity. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 May 2018. The nominal expiry date of the Agreement is 1 July 2020.



DEPUTY PRESIDENT

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Annexure A

ANNEXURE A

Application for approval of the Australian Unity Home Care Enterprise Agreement 2017

Undertakings

Pursuant to section 190 of the Fair Work Act 2009 (Cth) (Act), Australian Unity Care Services Pty Ltd (Australian Unity) provides the following undertakings in respect of the Australian Unity Home Care Enterprise Agreement (the Agreement).

 Clause 7.2- How the wage increase works – clause b is to be replaced in full and will now read:

" The pay rates set out in Appendix A are inclusive of the laundry allowance, except for Trainee – Home Care. The laundry allowance will be applied for Trainee- Home Care employees in accordance with the Modern Award".

 Clause 8.4 – If you work a different client care shift – A – How am I paid if I work a sleepover shift – clause d is to be replaced in full and will now read:

"If you work a sleepover shift you will be paid \$152.25 which includes 1.5 hours active duty and an allowance for the Sleepover Shift. All work over 1.5 hours will be paid at the overtime rate for all full hours worked."

- 3. Clause 8.4 a new clause will be added which shall read:
- D. How will I be paid if I work a broken shift?

(a) For the purpose of this clause, a broken shift means a shift worked that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.

(b) Where you work a broken shift, you will be paid at your relevant hourly rate with penalty rates and shift allowances paid in accordance with clause 8.3 and clause 8.5 with shift allowances being determined by the finishing time of the broken shift.

(c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

(d) You will receive a minimum break of 10 hours between broken shifts rostered on successive days.

Name:	Michael Robinson	Position:	General Manager Workplace Relations
Signature:	Pe	Date:	9/5/2018
	V		

Signed for and on behalf of Australian Unity Care Services Pty Ltd



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 Care Enterprise Agreement 2017

Health | Wealth | Living



Our Agreement

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Our Aims and Commitments

1.1 Introduction

Australian Unity is well positioned to grow its home and disability care business. This growth will be built on the solid foundation of a mutual organisation that has helped Australians thrive for more than 175 years in the areas of health, wealth and living.

Australian Unity's employees have always been an integral part of our success – and will be into the future as our organisation pursues its ambition of becoming Australia's leading provider of home and disability services.

As well as backing our employees with the strength, security and stability and leadership of a trusted organisation, we must always strive to ensure our employment conditions contribute towards making Australian Unity a great place to work.

One of the ways we can help ensure that it is a great place to work is through the terms and conditions we provide our employees, which are set out in our Australian Unity Home Care Enterprise Agreement 2017.

This Agreement will help us deliver on our goal of becoming Australia's leading provider of home and disability services.

I encourage you to familiarise yourself with its terms and conditions and take advantage of the opportunities and benefits it offers.

1.2 What this Agreement is all about

This Agreement is about us working together to deliver flexible and valued home care 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 us the flexibility we require 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 care and disability services that provide personal and community value;
- Align the way you think about your clients, your work and your employment conditions with the requirements of delivering competitive home care and disability services in an increasingly consumer driven market;
- Enhance the ongoing viability of Australian Unity's operations for the benefit of our people, our clients, members and the community;
- d. Support a culture of continuous improvement and client-centred care; what we know as "Better Together".

1.3 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;
- We respect client choice regarding their care and service needs and requirements;
- 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;
- We strive for a free exchange of relevant information and ideas;
- We value and encourage open communication and idea generation.

Kevin McCoy

CEO, Independent & Assisted Living

September 2017

The Technical Matters



The Technical Matters

At a Glace | This section sets our 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 Care Enterprise Agreement 2017.
- b. This Agreement is established through consultation with the Australian Unity Home Care employees through the Employee Consultation Committee, management of Australian Unity, the Australian Nurses and Midwifery Federation (Victorian Branch) and NSWNMA NSW Branch, the ANMF NSW Branch and the United Voice (NSW Branch).

2.2 Scope of the Agreement

- a. This Agreement shall be binding upon Home Services employees employed by the following entities:
 - a. Australian Unity Care Services Pty Ltd) (ABN – 44 065 558 134, ACN - 065 558 134); or
 - b. Australian Unity Retirement Living Management Pty Ltd (ABN – 97 003 434 115, ACN – 003 434 115); or
 - c. Better Home Care Pty Ltd (ACN 113 090 467) (collectively 'Australian Unity');

and to whom the minimum rates in the Classification Structure apply.

2.3 Duration and effect

- a. This Agreement is an enterprise agreement under section 172 of the Fair Work Act 2009 (Commonwealth) ('Act').
- b. Australian Unity will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- c. This Agreement comprehensively and entirely replaces all previous Awards and Agreements relevant to Home Care employees to whom the Classification Structure applies.
- d. This Agreement will come into operation on the seventh day after the date of issue specified in any notice issued by Fair Work Commission ('Commencement Date'). The Agreement will operate for a period to the nominal expiry date on 1 July 2020 ('Nominal Term')

2.4 Relationship with National Employment Standards and other Industrial Instruments

a. This Agreement contains terms that are also matters under the National Employment Standards ('NES') of the Act. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can operate in the manner and to the extent prescribed by section 55 of the Act. This Agreement constitutes the entirety of the agreement that exists between the parties and replaces any Enterprise Agreement or Modern Award that may have previously applied to an Employee.

2.5 No extra claims

- a. The parties bound by this Agreement acknowledge that this Agreement deals comprehensively with the terms and conditions of employment of employees bound by it from time to time and covers all of the matters that 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.
- Australian Unity is free to improve any term or provision set out in this Agreement at its discretion.

The Technical Matters



2.6 Delinitions

- 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.
- Act means the Fair Work Act 2009 (Commonwealth), as amended from time to time, including consideration of the National Employment Standards (NES).
- Agreement means this enterprise workplace agreement.
- III. Break means any time between engagements 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.
- iv By agreement means a work arrangement mutually agreed by both the employer and employee
- v. Compensable Travel is not paid time, rather it occurs when you are travelling to your next engagement when you are not in the course of your duties. Travel to your first engagement and from your last engagement is not compensable travel. Travel to an engagement after a break of more than 2 hours is not compensable travel.
- vi. Confidential Information means Confidential Information as defined in your Australian Unity employment contract:

- vii Employer, means Australian Unity and is:
 - Australian Unity Care Services Pty Ltd (ABN – 44 065 558 134, ACN – 065 558 134); or
 - ii Australian Unity Retirement Living Management Pty Ltd (ABN - 97 003 434 115, ACN - 003 434 115); or
 - iii. Better Home Care Pty Ltd (ACN 113 090 467)
- Employee means an employee of the employer to whom the classifications in the Classification Structure in 10.1 of this Agreement apply.
- ix Engagements are discrete periods of paid work of not less than 30 minutes in duration in which you are rostered to perform work described in the classification for that engagement.
- x. 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
 - you or your spouse's child (including an adopted child, a step-child, an exnuptial child and an adult child), parent, grandparent, grandchild or sibling.
- XI. "In the course of their duties" means during your engagement.
- xii. Meal breaks is an unpaid break of not less than 30 minutes or more than 60 minutes.
- xiii. NES means the National Employment Standards as contained in sections 59 to 131 of the Act

xiv. Nurses Award means the Nurses Award 2010.

- xv. Ordinary hours of work for a day worker will be between 6.00 am and 6:00pm Monday to Friday for Community Nurses and Endorsed Enrolled Nurses. For all other Employees, ordinary hours of work will be between 6:00am and 8.00 pm Monday to Friday.
- xvi. Ordinary Time Pay Rate includes base pay and over-award payments for ordinary hours of work. It does not include Shift or Weekend Penalties.
- xvii. Reference Rate means \$927.50 per week or \$24.41 per hour.
- xviii. Satisfactory Evidence means evidence satisfactory to Australian Unity, subject to any restrictions imposed on Australian Unity by law, and may include a medical certificate or a statutory declaration as required by Australian Unity.
- xix. Shift worker is an employee who is regularly rostered to work their ordinary hours of work outside of the ordinary hours of work of a day worker.
- xx. Shift a shift means a period of not more than 12 hours made up of one or more engagements. A shift may be a broken shift where engagements are separated by breaks.
- xxi Social, Community, Home Care and Disability Services Industry Award means the Social, Community, Home Care and Disability Services Industry Award 2010.
- xxii, 24 Care means a 24 hour period of care where an employee is required to be available for duty usually in a client's home. The employee will not be required to provide more than 8 hours of direct client care during this period.



Our Agreed Terms

At a Glace | 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 a minimum of 38 hours per week or a minimum average of 38 hours per week in a two week period. You may also work a minimum average of 38 hours over a five week period if you agree to 10 hour shifts as described in 3.1d.
- b. As a full time employee you will receive a minimum payment of four hours for each shift for the ordinary hours you work.
- c. As a full time employee you will have at least four full days off work in each fortnight.
- d. You may agree to work an extended shift of up to a maximum of 10 hours per day, without the payment of overtime and without the need for 7 days' notice.

3.2 Part time employment

- a. If you are a part time employee you will be engaged to work less than an average of 38 ordinary hours per week and your hours of work will be reasonably predictable.
- b. Before commencing your part time employment, you will receive an offer in writing setting out the minimum number of weekly hours you will work and your manager will agree with you your availability to work these hours as explained in clause 4.5 of this Agreement.
- c The terms of your part time employment agreement may be varied and these variations will be recorded in writing.
- d. If you are offered additional hours as a part time employee, your attendance to work those additional hours will mean you have accepted to work the additional hours at the ordinary time pay rate.
- e. The payment of overtime for a part time employee is explained at 8.5 of this Agreement.
- f. 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 38 hours per week.
- g. As a part time employee you will be paid for your personal/carer's leave (where you have accumulated an entitlement) on a pro rata basis according to the number of ordinary hours you have worked on the day or days on which the leave was taken.
- h. As a part time employee you will receive a minimum payment of two hours for each Shift.
- At your written request, Australian Unity will review the hours you work. 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. You can only make this request once every six months. The hours worked in the following circumstances will not be incorporated into the adjustment:

- if the increase in hours is a result of an employee being absent on leave, such as 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.
- iii. Adjustments to contracted hours must reflect the roster cycles and the shift arrangements used in the business.



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. As a casual employee you will be paid per hour at the rate of 1/38th of the weekly rate appropriate your classification, plus a loading of 25% paid to you instead of the paid leave entitlements that are accrued by full time permanent employees.
- d. Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments will be taken to be inclusive of and not in addition to the casual loading described in 3.3 c above.
- e. As a casual employee you will be paid shift allowances calculated on your ordinary time pay rate excluding the casual loading with the casual loading component then added back to the penalty rate of pay.
- f. Your casual loading does not multiply with any allowances, penalties or public holiday calculations.
- g. If you work regular and systematic shifts for a period of six (6) months or more, you may be offered a permanent role where there is a reasonable expectation of those shifts continuing.
- h. 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.

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.
 A limited tenure/maximum term engagement will not be used for the repeated employment of an employee in an ongoing position.

3.5 Trainee employment

a. To assist our people better prepare for employment in home and disability services, Australian Unity may introduce Trainee programs. Trainees will be paid in accordance with the wages set out in Appendix A of this Agreement. The trainee pay rates contained in Appendix A will move in accordance with changes to the Trainee rates in the Social, Community, Home Care and Disability Services Industry Award 2010 as they vary from time to time.



4. Workplace Commitments

4.1 Your responsibilities

As an employee of Australian Unity your responsibilities include:

- Complying with Australian Unity's Code of Conduct and Workplace Policies;
- b. Performing all duties assigned to you to the best of your abilify, 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;
- 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 nonprescribed), alcohol, or any other substance.

- Not engaging in discriminatory behaviour and/or conduct;
- k. Not soliciting clients for direct employment:
- I. 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;
- Maintaining professional skills and competencies in order to retain enrolment or registration with the Nurses and Midwifery Board of Australia or other relevant industry or professional body (if applicable);
- n. Carrying out any work at locations as reasonably requested by Australian Unity;
- 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 Your professional behaviours

a. If your behaviour or performance as an employee of Australian Unity does not meet expected standards we will take the necessary steps to review, investigate and address the issue.

- b. Depending on the particular circumstances and the seriousness of the issue being addressed, we may undertake the following steps :
 - Your manager may hold an informal counselling session with you explaining the issue and/or concerns and the improvement Australian Unity is seeking from you.
 - II. Your manager may invite you to attend a formal meeting to address alleged issues and/or concerns with your performance or conduct. You will be given an opportunity to respond to the allegations during this meeting and 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.
 - When undertaking performance management or disciplinary procedures Australian Unity will comply with the principles of procedural fairness.



c. Unless otherwise directed by Australian Unity, if you are the subject of an investigation or disciplinary action as described above at 4.2 b, 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 101

Serious misconduct

- d. Where it is alleged that you have engaged in serious misconduct, Australian Unity may suspend you with pay, while the allegation is investigated.
- Notwithstanding any provision or clause of this Agreement. Australian Unity has the right to summarily dismiss you for serious misconduct.

4.3 Police and Working with Children Checks

- Australian Unity requires you to undertake a Police Check, that will be organised and paid by Australian Unity and managed in accordance with Australian Unity's 'Employee Background Check' Policy. 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, as part of Australian Unity's compliance requirements and in accordance with Australian Unity's Employee Background Check Policy.
- 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 Working with Children Check for nominated client facing positions.
- e. If your Police Check or Working with Children Check identifies an unsatisfactory disclosable outcome, or if you fail to provide a copy of your results to Australian Unity, Australian Unity reserves the right to review the terms of your employment, including immediately terminating your employment without notice.
- f. 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.

g. If you fail to maintain a satisfactory Police Check or Working with Children Check, Australian Unity reserves the right to review the terms of your employment, including immediately terminating your employment without notice.

4.4 Avoiding conflicts of interest

- a. If you wish to hold a second job with another employer or to work for yourself, you must seek approval from Australian Unity prior to commencing the secondary employment. Australian Unity may elect not to approve your request if we are of the opinion that such work will harm the business or adversely affect your ability to perform the work you have been employed to do for Australian Unity. You must comply with Australian Unity's decision.
- b. You must not engage in any conduct or activities which are inconsistent or conflict with the duties of your role or as an employee of Australian Unity or might reasonably be perceived to be inconsistent or conflict with Australian Unity's interests.
- c. You must declare any interest in any business of any kind that may be in competition with the business of Australian Unity.



4.5 Your availability and our rostering practices

 Australian Unity and our people covered by this Agreement 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.

Availability

- b. On commencement you are required to confirm the periods you are available for work, including your availability for sleepover and 24 hour care shifts as described at 3.2b of this document. Once confirmed you are expected to be available to work in these availability periods. This certainty is required to ensure we have appropriate coverage for client services.
- c. You may request a change to your availability. To do this you will need to provide a minimum of 2 weeks' notice when requesting an availability change to enable sufficient time for your manager to consider your request.
- Managers will not unreasonably delay responding to your request to change your availability.
- e Managers will not unreasonably refuse your request to change your availability where your contracted hours can be met in the availability period you have requested and where these hours can be provided on a sustained and ongoing basis.

- f. Managers may refuse your request to change your availability where:
 - There are insufficient hours available in the requested availability period for you to be consistently rostered for the minimum hours in your employment contract.
 - ii. The requested change would adversely impact coverage in the existing roster
 - iii. The requested change would increase operating costs.
 - iv. There are reasonable business grounds to refuse your change request;

In such circumstances, your contracted hours may be adjusted down proportionate with the hours you are no longer available to work.

Rostering

- g. Rostering is subject to the operational requirements of each Home Care region and to client directed care requirements.
- h. You will not be rostered to work for more than 10 days in a row without a day off
- 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.
- j. 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.

- k. 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.
- I 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.
- m. 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.



6.6 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 1 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;
 - i). results in you being better off overall than you would be if no arrangement was made.
- 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.
- 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
 - if you and Australian Unity agree in writing — at any time.

4.7 Our Way of Being Sale

- 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 "Our Way of Being Safe" 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 "Our Way of Being Safe" practices.
- d. If you are a nominated employee representative and you are required to attend "Our Way of Being Safe" 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 and not overtime hours as described at 8.5 of this Agreement
- e. 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.



4.8 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 your ordinary time pay rate for the time you engage in these activities.
- c. If you are required to attend compulsory training or a compulsory work related meeting, 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. Overtime provisions do not apply.
- d. 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

- e. You are responsible for maintaining and upgrading your skills in line with the requirements of your position.
- f. 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.
- g. 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.
- If you are a Community or Enrolled Nurse you are expected to fulfil the continuing professional development requirements set out by the Nursing and Midwifery Board of Australia
- 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

- I If you wish to undertake further studies in areas that will be of benefit to our home care and 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



4.9 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:
 - We have made a definite decision to introduce major changes in production, programme, organisation, structure or technology; and
 - We propose to introduce major change to the regular roster of ordinary hours of work for employees.
 - The major change is likely to have a significant effect on you. A significant effect could include
 - 1 Termination of employment:
 - Major changes in the composition, operation or size of our workforce or in the skills required;
 - iii. The elimination or diminution of job or promotion opportunities or job tenure;
 - iv. The alteration of hours of work (except where there is a process elsewhere in the Agreement for this type of change)
 - v. The need for retraining you or for you to transfer to other work to other work locations, and
 - vi. The restructuring of jobs.

- b. If a major workplace change will have a significant effect on you, we will as soon as practicable after making a definite decision to make the change, discuss the change with you including where relevant;
 - i the introduction of the change;
 - iii the effect the change is likely to have on you; and
 - iii. measures to avert or mitigate the adverse effect of the change
 - iv. 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.

Changes to your regular roster or ordinary hours

- e. 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:
 - 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.
 - IV, however not consult with you if you are employed as a casual and have irregular, sporadic or unpredictable working hours or if there is an agreed process elsewhere in this Agreement for changes to hours of work. If you are employed as a casual employee, on a regular and systematic basis and have a reasonable expectation for ongoing employment, Australian Unity will consult with you in accordance with the conditions set out in this clause.



4.10 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:
 - 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 Human Resources team.
 - 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, conciliation and consent arbitration.
 - d. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
 - 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 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:
 - 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:
 - i. the work is not safe;
 - II. applicable occupational health and safety legislation would not permit the work to be performed; or
 - lii. there are other reasonable grounds for you to refuse to comply with the direction.



5. How your work is organised

5.1 What does it means to be a shift worker?

A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside of the ordinary hours of work of a day worker.

5.2 What are the ordinary hours of work?

Ordinary hours of work for a day worker will be between 6.00 am and 6:00pm Monday to Friday for Community Nurses and Endorsed Enrolled Nurses. For all other Employees. ordinary hours of work will be between 6:00am and 8.00 pm Monday to Friday.

Ordinary Time Pay Rate includes base pay and over-award payments for ordinary hours of work. It does not include Shift or Weekend Penalties.

5.3 What meal and tea breaks do I receive?

Meal Breaks

- a. If you are a nursing, home care or domestic service employee and you work a shift 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 in duration. Where an employee is entitled to an unpaid meal break this meal break will be rostered into the employee's shift where it is reasonably anticipated you will have a clear thirty minutes for the unpaid meal break and not after five hours since the beginning of the shift. It is recognised that under certain circumstances relating to workload priorities, you may agree to work up to six hours before taking an unpaid meal break.
- b. If a break between engagements is greater than 2 hours, a meal break may not be rostered into the shift and it is assumed the meal break is incorporated into the break. Where a break is unable to be rostered due to continuous engagements or compensable travel between engagements the thirty minutes of paid time will be added as a paid meal break to the end of your last engagement.
- c. If you are employed in a role other than those specified in clause 5.3a above and you work a shift in excess of five hours continuously 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. It is recognised that under certain circumstances relating to workload priorities, you may agree to work up to six hours before taking a 30 minute unpaid meal break.

- d. Where you are expressly directed by Australian Unity to remain available or on active duty during a meal break, you will be paid overtime for all time worked until the meal break is taken.
- e. Where you are required by Australian Unity to have a meal with the client or clients as part of their normal work routine or client program, you will be paid for the duration of the meal period at the ordinary time pay rate and clause 5.3d does not apply.

Tea Breaks

- f. You will receive two separate 10 minute intervals (in addition to meal breaks) if you work a continuous shift of 7.6 hours or more:
- g. If you work a shift of less than 7.6 ordinary hours, you will receive one 10 minute tea break for each continuous four hour period you work. You will need to agree the taking of this break with your manager.
- It may be suitable at times based on workload and client requirements for the two 10 minute tea breaks to be taken as one 20 minute tea break.
- Your tea breaks are counted and paid as time worked.



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. 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.
- b. If your role is made redundant you will receive the Redundancy benefits that are provided for in the NES.

Transfer to lower paid duties

c. If you are 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

d. 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

- e. 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.
- f. 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 6.3 d.

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 week's 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. This 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 outlined in the National Employment Standards.
- b. Where you are over 45 years old and have completed at least two 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.

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.



At a Glace | 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 Increases to your wage rate

- a. As a reward for the committed service you provide to our home care and 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. Increases are paid in six (6) monthly increments as outlined in Appendix A.
- c. The first increase will be paid to you in the second pay cycle after the Agreement is approved by the Fair Work Commission.
- d. The effective date of the first increase will be 1 August 2017.

7.2 How the wage increase works

 a 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.

- b. The pay rates set out in Appendix A are inclusive of the laundry allowance.
- 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. You will not be eligible for any pay increase until the wage rate for your role classification catches up to that rate of pay.

7.3 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. 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. Australian Unity will pay your superannuation on ordinary time earnings, as defined by the relevant legislation.

7.4 Salary packaging options for you to consider

- 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.

7.5 Recognising your performance

- a. If you are eligible, Australian Unity may invite you to participate in a Performance Recognition Program (Incentive Scheme).
- b. Australian Unity may vary the terms of the Incentive Scheme or cease operating the Incentive Scheme, at its sole discretion.
 Where this may be required for example, may include but is not exclusive to external influences on some or all of the businesses; or individuals resigning from their employment. Affordability is a key element in our incentive reward arrangements.
 Incentive payments are subject to Australian Unity's capacity to pay.
- c. Australian Unity will determine whether or not the objectives of the Incentive Scheme have been met and the amounts payable for the achievement of those objectives.
- d. Taxation and superannuation will be paid from all incentive payments in accordance with legislation.
- e. Australian Unity's decisions, determinations, and calculations in respect of payments under the Incentive Scheme are final.



8. How we pay you for different working arrangements

8.1 When you perform higher duties

- a. Australian Unity encourages co-operation across different work functions and at each Australian Unity site. 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 guality services to our clients.
- b. If Australian Unity directs you to carry out higher or alternative duties we will do so knowing the duties are within the limits of your skill, competence and training and that the direction is consistent with our responsibility to provide you with a safe and healthy work environment.
- c. If you are a Home Care employee and you perform duties carrying a higher wage rate than the classification you are employed in you will be paid at the higher wage rate:
 - i. For the actual hours worked if you perform the higher duties for two hours or lessor
- ii. For the full day or shift if you perform the higher duties for more than two hours.
- d. If you are a Community or Enrolled nurse and you perform duties carrying a higher wage rate than the classification you are employed in you will be paid the higher wage rate if the relieving shift if for three (3) days of more.

8.2 When you are on call

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

You will be paid an on call allowance if you are required by Australian Unity to be on call at your private residence, or at any other mutually agreed place. We will pay you the following allowance for each 24 hour period or part thereof:

- 1 If you are on call between rostered shifts or ordinary hours Monday to Friday inclusive – you will be paid 2.35% of the Reference Rate.
- If you are on call between rostered shifts or ordinary hours on a Saturday - 3,54%, Sunday and Public Holidays- you will be paid 4.13% of the Reference Rate.
- iii. For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.
- iv, If Australian Unity requires you to maintain a mobile telephone for the purposes of being on call we will refund you the work related costs if you provide appropriate invoices and payment receipts.

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

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 of two hours' work at the appropriate overtime rate. For the avoidance of doubt:

- a. Recall to the workplace:
 - i. If you are required to return to the workplace and you complete the required activities in less than the

minimum two hour payment period, Australian Unity does not expect you to remain at the workplace for the remainder of the two hours period.

- ii If you are recalled to the workplace a further time after the initial 2 hour work period; a new two hour minimum work period will be triggered for which you will be paid.
- III. The travel time from your home and to work (both directions) is considered time worked and part of the two hour minimum work period.
- b. Receiving a work related phone call or text message
 - If you receive a work related phone call or text message whilst on call, it triggers the minimum two hour payment period. For subsequent call/s and text messages received by you during this two hour paid work period no additional payment will be made.
 - ii. If you receive a subsequent work related call or text message after the two hour paid work period has concluded; a new two hour minimum work period will be triggered for which you will be paid.
 - iii. Payment of the minimum two hour period requires you to log all work related calls and text messages received during this period in appropriate systems.
- c. Recall to client
 - If you receive a call to attend to a client emergency, you will be paid for a minimum 2 hours at the appropriate overtime rate. Travel time from your home to work (both directions) is considered time worked.



C. What am I paid if I am recalled to work when I am not on call

- If you are not required to be on call and you are recalled to work after finishing your shift you will be paid for a minimum of two hours' work at the appropriate overtime rate. The travel from your home to work (both directions) will be compensable travel.
- ii. You will not be obliged to work for two hours if the work for which you have been recalled is completed within a shorter period

8.3 If you work shift work

- a. If you work shift work you will be paid the following shift allowances:
 - If you are rostered to work an afternoon shift between Monday and Friday you will be paid a loading of 12.5% of your ordinary time pay rate, in addition to the ordinary rate for that shift.
 - If you are rostered to work a night shift between Monday and Friday you will be paid a loading of 15% of your ordinary time pay rate, in addition to the ordinary rate for that shift.
 - iii If you are a Community or Endorsed Enrolled Nurse:
 - Afternoon shift means any shift commencing not earlier than 12 noon and finishing after 6pm on the same day, Monday to Friday.
 - Night shift means any shift commencing on or after 6pm and finishing before 7:30am on the following day, Monday to Friday.

iv. For all other Home Care employees:

-). Afternoon shift means any shift which finishes after 8pm and at or before 12 midnight Monday to Friday.
- ii. Night shift means any shift which finishes after 12 midnight or commences before 6am Monday to Friday.
- b. If you are entitled to a shift allowance under this clause, you will be paid the shift allowance for the entire shift.
- c. For the purposes of this clause, "ordinary hourly rate" means the appropriate classification hourly rate for which you are employed found in Appendix A.
- d. If you are a casual employee you will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

8.4 If 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 sleep over shift you will be required to sleep overnight at an Australian Unity retirement village or at a client's premises.
- b. Unless your contract of employmentspecifically requires availability to work sleepover shifts, you may refuse to accept a Sleepover Shift where you have a reasonable cause.

- c. Australian Unity may offer employees contracts of employment under this Agreement that require availability for sleepovers as a condition of employment.
- d. If you work a sleepover shift you will be paid \$150 which includes 2 hours of active duty and an allowance for the Sleepover Shift. All work over 2 hours will be paid at the overtime rate for all full hours worked.
- e. This \$150 amount you receive for a sleepover will increase during the term of the Agreement as outlined in the table below:

2018	2019	2020
1st February 2018 - \$152,25	1st February 2019 - \$156.85	1st February 2020 - \$161.59
1st August 2018 - \$154.53	1st August 2019 - \$159.20	

- f. You will be provided with a separate room with a bed, use of facilities, free board and lodging for each night you are rostered for a sleep over shift.
- g. The span for a sleepover shift will be a continuous period of 10 hours.
- h. You will be rostered to perform an additional 2 hours active duty immediately before and/or after a sleepover period. If Australian Unity cannot roster you for the additional 2 hours active duty or part thereof, we will pay you a payment in lieu of these hours at ordinary time pay rate.



- If you work a sleep over shift you will have at least eight consecutive hours off duty from the end of the sleepover shift or a shift connected with that shift and the start of your next shift.
- j: If you are solely responsible for a Retirement Community (or multiple communities) on a sleepover shift, you will be paid \$180 as an allowance. You will also be provided with, or paid for, at least four hours' work for each sleep over shift. This work may be performed immediately before, during, or immediately after the sleepover period. All work on this shift will be paid at the overtime rate for all full hours worked.
- k. If more than one employee is rostered to work a sleepover shift or where an employee is not solely responsible for a Retirement Village (or multiple Villages) on a Sleepover Shift, the Employee will be paid according to 8.4 A. d. of this Agreement

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

- a. If you agree to undertake 24 hour care for a client, you will be required to provide the client with the services specified in their care plan and to provide no more than eight hours of care during this period.
- b. 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.
- c. If you are rostered to work a 24 hour care shift you will be paid up to eight hours work at 155% of your ordinary rate of pay for your role for each 24 hour period. A 24 hour shift is in substitution for the Sleepover allowance set out in 8.4 A. d.

- d. If you work over 8 hours on a 24 hour shift you will be paid overtime rates for all hours worked over 8 hours.
- e. If you undertake a 24 hour care arrangement will have at least eight consecutive hours off duty from the end of the shift to the start of the next shift.

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

 If you agree to supervise clients on excursion activities involving overnight stays from home, the following provisions will apply:

Monday to Friday excursions

- You will be paid at your ordinary time pay rate for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
- You may agree with your manager to accrue time instead of receiving an overtime payment for all other hours worked.
- III. If you are required to sleepover as part of the excursion you will be paid in accordance with 8.4 A. d of this Agreement.

ii Weekend excursions

 If you are rosteted 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.

8.5 When you work overtime

a. Overtime applies if you work for greater
than 7.6 hours in one day or, by agreement,
10 hours in the case of an extended shift, 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 of the needs of the workplace in which 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, you will be entitled to payment for any such hours worked in accordance with the following:
 - If you work overtime as defined in 8.5a you will be paid the following payments:
 - A. 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;
 - B. for all authorised overtime you work on a Sunday, you will be paid at the rate of double time; and
 - C. 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.

Any overtime you work must be approved by your manager before it is worked or in exceptional circumstances, it can be approved retrospectively. If you are working overtime you will receive a paid rest break of 20 minutes after each continuous four hours of overtime you work.



8.6 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 8.3 of this Agreement.
- d. If you are a casual employee you will be paid in accordance with this clause for hours worked on a weekend. The rates in this clause will be in substitution for and are not cumulative upon the casual loading prescribed in clause 3.3 c.

8.7 When you will be paid a meal allowance

- a. 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;
 - Lyou 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.
- b 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 \$12.62. If the overtime you work exceeds four hours you will be provided with a further meal or paid a further meal allowance of \$12.62.

c. Paid meal allowances do not apply to Sleepover shifts.

8.8 How we recognise your qualifications and first aid certificates

A. If you have a first aid certificate

- a. If you are engaged in a Home Care 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 Home Care position.
- b. If you hold a current first aid certificate you will be paid a weekly allowance of 1.67% of the weekly Reference Rate 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 38 ordinary weekly hours for a full time employee.

B. If you have a relevant qualification

- a. If you are a Community Nurse who holds a post graduate qualification (in addition to the Registered Nurse Qualification) you will be paid a qualification allowance, in addition to your hourly rate. You can only be paid one qualification allowance and it must be "relevant" to your role and to the home care and disability services we provide to clients, specifically one of the following areas:
 -). Gerontological nursing; or
 - ii. Management, or
 - iii Other qualification with a component that has application to nursing in Home or Aged Care;
 - IV. In the case of qualifications regarding Management, such qualifications will be deemed relevant where the employee is classified at Grade 4 or above;
 - Base rate' under this clause shall be defined as the weekly rate applicable to an employee of Grade 2;
- b. The qualification allowance you will receive if you are eligible is:
 - 4.0% of base rate for a Post Graduate Certificate from a Tertiary Institution (or equivalent);
 - It The term 'or equivalent' set out above means programs from a training or education facility that are equivalent to a University/Graduate certificate and the training/education facility verifies in writing;
 - iii. 6.5% of base rate if you hold a Post Graduate Diploma. Masters, Doctorate or Degree (or equivalent).



8.9 If you use your car for work purposes

- a. If you are required and authorised by Australian Unity to use your car "in the course of your duties," you will be reimbursed at the corresponding and published Australian Taxation Office rate
- b. All other travel you may do to, from and between clients is, for the purposes of this clause, not reimbursable without the written authority of the employer.

8.10 If you travel between clients for work purposes

Full time employees

- a. If you are a full time employee, travel time during your shift is considered time worked (with the exception of travel from home to work - both directions) and paid at the appropriate rate. The travel allowance does not apply.
- b. If you work more than your ordinary hours as described in clause 3.1, travel between engagements will be paid according to the rules of compensable travel.
 - c. If you use your car for travel during your shift (with the exception of travel from home to work -both directions) you will be reimbursed at the corresponding and published ATO rate.

Part time and casual employees

d. If you are a part time or casual employee and you perform compensable travel you will be paid an allowance for the time taken to travel between client locations at the rate of one minute of the reference rate per kilometre travelled This allowance is in addition to the travel allowance provided in clause 8.9. For example: If an employee is required to travel 20km between clients, they will. receive 20 minutes (20 x 0.41 c p/m = \$8.20) of the reference rate as the travel time allowance.

- Travel time is an allowance based on the reference rate set out in clause 2.6axvii.
- f. Where you are unable to take the fastest route to your next engagement due to factors outside of your control, you may apply in writing to your manager for the calculation of your compensable travel to be reviewed.
- g. Travel allowance is only payable for compensable travel. Travel allowance is not paid:
- i when you travel from your home to your first place of work or when you return to home at the end of your duties.
- ii. Travel allowance does not apply during or after a break of 2 hours or more
- When you travel to attend training or other events.
- h. The travel allowance is not paid if is the time is considered time worked and the employee is already receiving payment for ordinary hours during the period when travelling.
- If you use your car for periods which are considered compensable travel you will be reimbursed at the corresponding and published Australian Taxation Office rate.

8.11 What happens if a client cancels their service?

- a. Where a client cancels or changes their rostered home care service, if you are employed on a permanent basis and you are provided with notice of your change of roster by 5:00pm the day prior, you will not receive payment. If you are a permanent employee and you do not receive such notice, you will be entitled to receive payment for the minimum specified hours on that day.
- b. Australian Unity will endeavour to offer you make-up time equivalent to the cancelled time, in that fortnightly period. This time may be made up working with other clients within a reasonable travel distance from your rostered work pattern, by working in Australian Unity Aged Care settings or by working 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.
- c. If you are a casual employee and a client cancels or changes their rostered home care service, you will be provided at least 2 hours' notice or you will be entitled to a 1 hour cancellation fee at the ordinary rostered rate.

8.12 Residential Aged Care

a. You may agree or you can be directed by Australian Unity 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 your employment.



9. The Leave Arrangements We Offer

9.1 Annual leave

- a. If you are a full time and 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. Australian Unity requires you to take the annual leave you accrue in each 12 month to ensure you are properly rested and that you have an ongoing sense of wellbeing and balance in your personal life. You should work with your manager to ensure your annual leave is appropriately planned for and regularly taken. In addition to leave provided for in 91 a. above, if you are a shift worker you will receive an additional one week of annual leave (38 hours for full time Employees, pro-rata for part time Employees). You will be regarded as a shift worker for the purposes of accruing this additional one week of annual leave if, during any part of the relevant twelve months period of service.
 - As a full time Community Nurse or Enrolled Nurse you are regularly rostered over seven days of the week and regularly work on weekends; or
 - As a Care Services Employee or other employee covered by this Agreement, whether full time or part time, you work more than four ordinary hours on 10 or more weekends.
- c. In addition to the leave entitlements provided in 91a above, if you are employed as a Community Nurse or Enrolled Nurse you are entitled to an additional

one week of annual leave. To avoid any doubt, this means employees classified as a Community and Enrolled Nurse, who are not a shift worker for the purposes of clause 91b are entitled to five weeks of paid annual leave for each year. An employee who is classified as a Community or Enrolled Nurse and who is additionally a shift worker for the purposes of clause 91b, is entitled to six weeks of paid annual leave for each year of service.

d. 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

e. If you are a part time or full time employee you are entitled to annual leave loading being the higher of 17.5% of your ordinary base rate of pay or the weekend and shift penalties you would have received had you not been on leave during the relevant period.

Cashing out of annual leave

- f. You can cash out your annual leave balance subject to the following conditions:
 - I. it is approved by your manager in writing:
 - ii, your remaining accrued annual leave entitlement after the cashed out component is deducted is not less than 4 weeks;
 - ili, each arrangement to cash out your annual leave is considered to be a separate agreement between you and Australian Unity; and
 - iv. the payment made to cash out your annual leave will be equivalent to your ordinary time pay plus your annual leave loading.

- g. 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 they 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 taken.

9.2 Personal / carer's leave

- a. Your personal/carer's 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. If you are a part time employee or if you do not have 12 months' completed service you will receive a pro rata entitlement to paid personal/carer's leave. Under the NES, personal/carer's leave refers to the paid leave you receive for personal illness or injuty (personal leave); or paid or unpaid leave to provide care and support to a member of your Immediate Family or a member of your household (carer's leave).

Notice and evidence: personal/carer's leave

c. You are required to:

- give notice of absence from work due to personal/carer's leave. The notice must be given as soon as reasonably practicable; and
- provide a medical certificate from a registered health practitioner if your absence is greater than 2 consecutive days or if it is taken directly before or after planned workplace absences.



Request for a medical certificate and management of personal leave

- d. Your manager may:
 - i, 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, particularly where you have a pattern to the sick leave you have taken including the regularity of the same day of the week being taken, duration or occurrences of leave taken over a 6 month period;
 - ii. invite you to provide satisfactory evidence relating to your absences, where no medical certificate is produced;
 - iii, formally notify you in writing that your leave usage will be scrutinised from a certain date for a fixed period of 6 months, where the information relating your absence is insufficient; and
 - iv. commence disciplinary action if it is identified that your personal/carers leave usage during the 6 month period of scrutiny is unreasonable and impacting on operational performance.

9.3 Compassionate Leave and Client Funerals

a. You will receive a compassionate leave entitlement in accordance with the NES.

Client funerals

 b. Australian Unity may at its absolute discretion approve for you to attend the funeral of a client without loss of 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 Parental leave

- a Unpaid parental leave is available to all permanent full time and part time employees with 12 months continuous service, as well as long term casual employees (as defined in the Act).
- b. The entitlement to unpaid parental leave is governed by the NES.
- c. If you are nominated as the 'Primary Carer' you may take up to 52 weeks parental leave. This leave will be an unbroken period of up to a maximum of fifty-two (52) weeks. This is inclusive of any annual or long service leave that may be taken as paid leave within this period. The total amount of leave (both paid and unpaid) taken must not exceed 52 weeks unless an extending period is approved in accordance with 9.4n.
- d. Australian Unity offers a Paid Parental Benefit equivalent of up to six (6) week's pay (rate at the time of taking leave) to the Primary Care Giver This benefit is paid at the commencement of parental leave. Where less than 6 weeks parental leave is taken after childbirth, the total amount of weeks taken will determine the number of weeks paid parental benefit. I.e. if the initial Primary Care Giver takes four weeks of parental leave, they will only receive four weeks paid parental benefit. These payments are not transferable for time in lieu or payment in advance. Pro rata payment applies to part time employees.
- e. Australian Unity offers a Paid Parental Benefit equivalent of up to two (2) week's pay to the Primary Care Giver where the employee experiences a still birth after 20 weeks or neo natal death.
- f 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.

- g. If you are the partner (spouse or defacto partner) of the Primary Carer you are entitled to up to 8 weeks (unpaid) parental leave at the time of the birth. Where the partner becomes the 'Primary Carer' a further 44 weeks parental leave (unpaid) is available, up until the child's first birthday. This 44 weeks parental leave can only be taken by the partner where they are the Primary Carer. This cannot be taken at the same time as the initial Primary Carer's leave is being taken (except for the first eight weeks). Any period of leave taken by the initial Primary Carer will reduce the entitlement to parental leave by the partner.
- Where the partner is not the Primary Carer but would like to take more than the eight weeks' unpaid parental leave available, they can arrange this in line with standard leave application requirements in conjunction with their manager (see other leave policies).
 Where the partner becomes the Primary Carer they may also have access to further unpaid parental leave under the extending period provision (see clause 9.4n).
- i. If you wish to attend work during the 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 7 days of request you may be required to take unpaid parental leave as soon as practicable. Where you are permitted to attend for duty during part of the period of 6 weeks prior to the expected date of birth, maternity leave shall commence from the first day of absence from duty.



- J. You must provide ten weeks written notice of any proposed parental leave including start and end dates. If you wish to extend a period of parental leave whilst already away on leave, you must give your manager at least four (4) weeks notice of this change. Where a variation extends beyond 52 weeks, this will be subject to approval (see 'Additional Leave Provision').
- k. 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).
- I. Leave begins on the day specified in the letter (written notification) you provide OR the date that this is varied to upon agreement. Where the partner is the Primary Carer, leave shall commence after the birth of the baby upon the date specified in their application. Where the partner is not the Primary Carer, parental leave commences upon the birth of the baby, Primary Carer Leave must be taken in one single continuous period but concurrent unpaid leave may be taken in separate shorter periods not less than 2 weeks per occasion.
- m. After commencement of parental leave you may amend the date on which you intend to return to work on one occasion, 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.

- 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 twelve (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. Each parent can take up to 12 months. unpaid leave (to run consecutively) OR one parent can request an initial 12 months leave followed by a further period of up to 12 months leave. The request must specify the amount (if any) of parental leave that the other partner has taken or will have taken before the extension begins. The period of the extension cannot exceed 12 months less any period of unpaid parental leave or unpaid special maternity leave that the other partner has taken. The amount of unpaid parental leave to which an employee is entitled is reduced by any extension granted to their partner.
- p. Requests for an extension of parental leave are subject to approval and will only be refused by Australian Unity on reasonable business grounds.
- q. If, in a doctor's opinion, you as the pregnant employee could face illness or tisk 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 Human Resources team to determine if there is a more suitable role available for you to perform in the period up to the commencement of parental leave.

- During the period of parental leave you may terminate your employment at any time, provided the required minimum notice of termination is given.
- s. 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.
- t. 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.
- u. If you are a parent or have the responsibility for the care of a child under school age, and you are eligible under the scope of this policy, you may request a change in working arrangements for the purpose of assisting you to care for the child. 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 (see 'Australian Unity's Flexible Work Arrangements Policy').



- 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.
- w. If you are the Primary Carer you can use any of your accrued annual or long service entitlement, ensuring that the overall period of leave taken by both parents does not exceed 52 weeks (or one year after the birth of the child) unless an extension of leave is granted under 9.4n. Sick leave is not available if you are on parental leave. However, if you suffer illness which is attributable to your pregnancy, you may use your accrued sick leave before commencing your Parental Leave.
- x. Salary increases will be paid at the commencement or conclusion of parental leave, not during the leave period.

9. Parental leave is unpaid leave which is also available to an employee who will become the Primary Carer in the adoption of a child. At least ten (10) weeks before the expected date of adoption the employee must provide a written notice stating the intention to apply for leave, specifying how long the leave is to last and a statement from the Government Department of Community Services/Adoption Agency or a Custody Order.

9.5 Long service leave

a. Your entitlement for Long service leave is governed by the NES.

9.6 Public Holidays

- a. You are entitled to holidays on each of these days:
 - 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. AFL Grand Final Friday (Melbourne)
 - x. Melbourne Cup Day (Victoria only)
 - xi, Labour day
 - xii. Christmas Day;
 - xiii. Boxing Day; and
 - Any day which may hereafter be proclaimed a Public Holiday throughout the State.
 - The dates of the Public Holidays will be according to the gazetted Public Holiday dates as published by the relevant State.
 - 3. You may apply to substitute religious holidays for your preferred religion for gazetted Public Holidays in 9.6 a. 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.

- b. If you 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 9.6 a. If that day falls on a Saturday or Sunday and if an in lleu day or substitute day is gazetted on a week day, then the in lieu or substitute will be observed as the public holiday.
- c If you don't regularly work Monday to Friday or if you are a casual you will receive loadings for work you perform on the actual public holiday as listed in clause 9.6 a. All work performed on an in lieu or substitute day will be paid at the corresponding weekend loading rate.
- d. For example, where a shift worker works on 25 December (a Saturday) and the in lieu or substitute Christmas Day is on Monday 27 December they will only be paid the Public Holiday penalties for working on 25 December. However a permanent Monday to Friday employee will be paid Public Holiday penalty rates only when they work on the substitute public holiday.
- e. If you work a public holiday shift you will be paid a loading of 150% of your ordinary rate of pay for that part of such shift which is on the Public Holiday. If you are a casual employee, this loading is in substitution for and not in addition to the casual loading.
- f. For the purposes of clause 9.6, "ordinary rate of pay" means the appropriate classification hourly rate found in Appendix A.



9.7 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.
- 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.

9.8 Jury Service

- a If as a full time employee you are required to attend jury service during your ordinary work hours, 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.
- 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 9.8a.
- 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.

9.9 Leave without pay

- a By agreement between you and your manager, you may be granted a period of leave without pay.
- b. The period of leave without pay will not break your continuity of service however it will not count for the purpose of:
 - accruing annual leave, incremental progression, sick 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 the calculation of notice and severance pay in accordance with clause 61 and 6.3.

9.10 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 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 910 a. above 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



At a Glace | This section provides you with an understanding of the work we do delivering Home Care and 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. The work we do

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	1. Enrolment in a nationally recognise Certificate III or IV course; and		
	recognised training authority.	2. Owns a reliable car with comprehensive car insurance.		
New Entrant	Means an employee with less than 12 months experience in the industry who performs basic duties where these activities are routine and clearly	1. Basic written and verbal communication skills; and		
	defined. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by Australian Unity.	2. Less than 12 months industry experience; and		
	Indicative tasks include:	3. Holds a current First Aid Certificate (where required by Australian Unity); and		
	Domestic work such as cleaning, vacuuming, ironing, laying out clothes,			
	tidying, shopping, assisting with pet care and providing assistance to clients by carrying out simple daily hygiene tasks including but not limited to assistance with showering and shaving.	4. Owns a reliable car with comprehensive car insurance.		
	Employees at this level provide clients with social interaction and support in the community and assistance transporting clients to and from appointments. Under direct supervision a New Entrant may also assist a higher grade Home Services Employee attending to the more advanced personal care needs of a client.			
	Employees with 12 months industry experience and who have satisfactorily completed the requirements of New Entrant shall progress to Grade 1 Domestic Assistant or Grade 1 Home Services Employee as appropriate based on skill and competence.			



Role Title	Role Description	Pre Requisite Skill / Competency
Home Services	Means an employee who has passed the New Entrant level or who	1. Passed New Entrant level; or
Employee - Grade 1	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 works individually or in a team environment or on a sleep-over. Employees at this level work within established	 Home Care Certificate or relevant Industry Experience greater than 12 months; and
	practices, procedures and instructions including compliance with documentation requirements as determined by Australian Unity.	3. Holds a current First Aid Certificate (where required by Australian
	Indicative tasks include:	Unity); and
	Provide assistance to clients by carrying out tasks which include but are not limited to: providing basic personal care support in line with the clients care plan and in line with relevant internal care manuals, guides and procedures. The employee will be required to assist the client with additional duties including but not limited to dressing, cooking, cleaning, shopping, gardening duties and assisting with pet care. Employees at this level provide clients with social interaction and support in the community and assistance transporting clients to and from appointments.	4. Owns a reliable car with comprehensive car insurance.
	Under direct supervision, provide assistance to a higher grade employee attending to more complex personal care needs of a client.	
Home Services Employee - Grade 2	Means an employee who has successfully passed a competency	1 Meets pre-requisites for Grade 1; an
	assessment of the personal care skills required to perform at this level. Employees at this level work individually or in a team environment and are responsible for the quality of their work, including compliance with	Is assessed as competent for the tasks required for this level; and
	documentation requirements as determined by Australian Unity.	3. Is appointed at Management
	Indicative tasks include:	discretion.
	All duties performed at Grade 1 'Home Services Employee' as well as the provision of additional personal care duties in accordance with the clients care plan, the employee's skill level and relevant internal manuals, guides and procedures.	
Domestic Services Assistant.Grade 1	Means an employee who provides basic domestic assistance as directed and who performs broad tasks involving a range of basic skills.	 Owns a reliable car with comprehensive car insurance.
	Indicative duties include:	2. Employees are not required to hole
	Domestic services include but are not limited to cooking, cleaning, vacuuming, ironing, laying out clothes, tidying, shopping, organising appointments and providing transport to and from appointments.	any qualifications.
Domestic Services Assistant Grade 2	Means and employee who has additional qualifications and experience and provides domestic assistance as directed, performing a broader	 Employee holds a relevant Certifica III OR has relevant experience; and
	range of tasks than Grade 1.	2. Holds a first aid certificate; and
	Indicative duties include: Performs the tasks as Domestic Services Assistant Grade 1 along with	 Owns a reliable car with comprehensive car insurance.
	additional activities in line with their qualifications and experience.	4 Is appointed at Management

 Is appointed at Management discretion.



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Role Title	Role Description	Pre Requisite Skill / Competency
Home Services Team Leader	Means an employee who, in addition to the duties of a Home Services Employee Grade 2, is responsible for directing, training and leading staff.	1. Meets the pre-requisites for Grade 1 and 2 Home Services Employee; and
	The employee may be required to oversee or roster staff, direct care programs and complete required documentation for compliance and operational activities.	2. Is appointed at Management discretion.
Endorsed Enrolled Nurse Level 1	Means an employee who holds a NMBA (Nursing and Midwifery Board of Australian) approved Certificate IV – Nursing qualification and a	1. Holds a NMBA approved Certificate IV Nursing qualification; and
	NMBA approved qualification in the administration of medicines.	 Holds a NMBA approved qualification in the administration of medicines; and
		3. Owns a reliable car.
Endorsed Enrolled Nurse Level 2	Means an employee who meets the pre-requisites for Enrolled Nurse Level 1 and who has additional responsibilities including but not limited	1. Meets the pre-requisited for Enrolled Nurse Level 1; and
	to staff supervision, coaching and training. Employees are appointed to this level at management discretion.	2. Appointed at management discretion.
Advanced Enrolled Nurse	Means an employee who meets the pre-requisites for Enrolled Nurse and who has completed additional certificates in advanced practice	1. Meets the pre-requisited for Enrolled Nurse Level 1; and
	areas that are aligned with the services provided to clients by AU.	 Has successfully completed an Enrolled Nurse advanced practice course.
		 Appointed at management discretion.
Community Nurse Grade 1	Means an employee who has the appropriate educational preparation and competence to practice nursing and who is registered and licensed	1. Current AHPRA registration as a Registered Nurse.
	under Australian Health Practitioner Regulation Agency (AHPRA) to practise nursing in Australia. Employees at this Grade are responsible for direct and comprehensive nursing care and individual case management of clients. A Community Nurse Grade 1 will recognise, report and appropriately respond to the changes in client's condition within the skills and competence of the employee and policies and procedures of Australian Unity.	2. Progression within Grade 1 is at management discretion.
	Movement between the levels in Grade 1 is solely at management discretion and based on the performance, potential and competence of the employee. Levels within Grade 1 are not automatic progression points.	
Community Nurse Grade 2	Means an employee who meets the pre-requisites of RN Grade 1 and who has additional responsibilities including but not limited to	1. Meets the pre-requisited for Registered Nurse Grade 1; and
	providing support, direction and coaching to others and assisting with improvement programs.	2. Appointed at management discretion.
	Movement between the levels in Grade 2 is solely at management discretion and based on the performance, potential and competence of the employee. Levels within Grade 2 are not automatic progression points.	



Role Title	Role Description	Pre Requisite Skill / Competency
Community Nurse Grade 3	Means an employee who holds a current registered nursing qualification and has responsibilities in addition to that of a Community Nurse- Grade 2. Employees are appointed to this grade at management discretion.	1. Meets the pre-requisited for Registered Grade Level 2; and
	Movement between the levels in Grade 3 is solely at management discretion and based on the performance, potential and competence of the employee. Levels within Grade 3 are not automatic progression points.	 Appointed at management discretion.
Community Nurse Grade 4	Means an employee who holds an in-charge, supervisory position and is appointed at management discretion.	1. Meets the pre-requisited for Registered Grade Level 3; and
		2. Appointed at management discretion.
Community Liaison Officer	Means an assistant to the Site/Area Manager. This role maintains contact with network and referrers, particularly in regions where the Manager may be located remotely to the service. Duties include, but are not limited to managing client service expectations, compliments and complaints. Responsible for office and administration duties including but not limited to the scheduling of training session and staff meetings, documentation and administration activities to support operations and ensuring both client and business requirements are met.	 Appointment at management discretion based on relevant employee qualifications and experience.
Lifestyle Officer	Means a Home Care employee who carries out lifestyle activities with clients. This may take place, for example, in a client's home, in a Retirement Community common area or a Respite Centre.	 Employees are not required to hol any qualifications.
Allocations Coordinator	Means an employee who is responsible for rostering staff for all delegated programs in consultation with the appropriate Manager. Allocations Coordinators may act as a referral point by responding and directing enquiries to appropriate regions or persons as required. This position will be allocated a group of service providers and may act as first point of contact for consumers.	 Appointment at management discretion based on relevant employee qualifications and experience.
Administration Assistant	Means an employee who is responsible for office and administration duties.	 Appointment at management discretion based on relevant employee qualifications and
	Indicative duties include: Administrative tasks include but are not limited to providing administrative assistance to rostering and client allocation activities, scheduling training sessions and staff meetings and providing general administration support to the operations to meet client and business requirements.	experience.
Gardener / Maintenance	Means an employee who is responsible for general gardening and maintenance duties.	 Employees are not required to ho any qualifications.
Officer Grade 1	Indicative duties include:	2. Owns a reliable car.
	Gardening and general maintenance including, but not limited to mowing lawns, pruning, weeding, window cleaning, general outdoor tidy up and sweeping at client's homes.	



Role Title	Role Description	Pre Requisite Skill / Competency	
Gardener / Maintenance	Means an employee who has additional qualifications and experience and provides gardening / maintenance services as directed, performing	1. Employee holds a relevant Certificate III or has relevant experience; and	
Officer Grade 2	a broader range of tasks.	2. Holds a current First Aid certificate;	
	Indicative duties include:	and	
	Performs the same range of tasks as Gardener/Maintenance Grade 1. An employee at this level performs additional activities in line with their qualifications and experience. Tasks may include basic repair work and pruning client gardens.	3. Owns a reliable car.	
Bus Driver	Means an employee who is the holder of an appropriate driver licence, has a proven excellent driving record and is able to transport clients	1. Appropriate and valid driver's licence; and	
	within the healthcare setting.	2. Excellent driving record.	
		3. Holds a current first aid certificate.	

10.2 How is my classification determined?

- The classification structure is designed to reflect the skills mix and operational requirements we need to deliver quality home care and disability services to our clients.
- b. The classification structure describes the work performed at each level and the various pay points associated with each classification.
- 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. A competency based classification structure gives you the chance to earn more money and to be promoted when can show you have developed more of the skills needed and valued by Australian Unity and our clients.
- e. We will appoint new employees to a classification level that suits their skills and experience. 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:

(a) knowledge;

- (b) experience,
- (c) competency:
- (d) qualifications; and
- (e) area of speciality.
- f. Progression to higher classifications is dependent on the employee meeting the pre-requisites set out in Appendix A and consistently demonstrating competency and performance in all assessed areas as observed by Australian Unity.
- g. Prior written approval from your manager is required for all appointments and reclassifications.

Community Nursing Levels within Grades

- h: Australian Unity provides three (3) levels within the Grade 1 Community Nurse classification, two (2) levels within the Grade 2 classification and three (3) levels within the Grade 3 classification.
- i. Levels within a Grade are not progression points, meaning if you are a community nurse, you will not progress from 1A to 1B to 1C, or 2A to 2B, or 3A to 3B to 3C, based on completion of years of service or any other progression based principle.

- j. Recruitment of a Community Nurse to a Grade, movement of a Community Nurse to a higher level within the Grade or movement of a Community Nurse to a new Grade is a decision of Australian Unity, and at the sole discretion of Australian Unity.
- k. There is no obligation on Australian Unity to review a Community Nurse employee during their course of employment to determine whether movement within the Grade or up a Grade is required.
- Decisions regarding appropriate Grade and Grade levels will consider the following, noting this is not an exhaustive list:
 - i. role requirements
 - ii. role location
 - iii. recruitment requirements
 - iv previous recruitment attempts
 - v, length of service in a community nurse position with Australian Unity
 - vi. skills, experience and knowledge of the candidate or employee
 - vii. business operational needs
- viii. future business needs
- ix. job performance
- x. skills-mix analysis



Appendix A- Wage rates

	Year 1		Year 2		Year 3	
	On Approval	1st February 2018	1st August 2018	1st February 2019	1st August 2019	1st February 2020
Trainee - Home Care	\$16.18	,	Adjusted in line	with Modern Aw	ard Trainee Rat	e
Home Care Services - New Entrant	\$20.31	\$20.51	\$20.71	\$20.91	\$21.11	\$21.32
Home Care Services - Grade 1	\$21.62	\$21.91	\$22.12	\$22.34	\$22.56	\$22.78
Home Care Services - Grade 2	\$22.59	\$22.89	\$23.11	\$23.34	\$23.57	\$23.80
Home Care Services Team Leader	\$24.38	\$24.70	\$24.94	\$25.18	\$25.43	\$25.68
Domestic Services Grade 1	\$20.31	\$20.51	\$20.71	\$20.91	\$21.11	\$21.32
Domestic Services Grade 2	\$21.55	\$21.76	\$21.97	\$22.18	\$22.40	\$22.62
Administration Assistant	\$24.47	\$24.71	\$24.95	\$25.19	\$25.44	\$25.69
Allocations/ Office Coordinator	\$25.50	\$25.75	\$26.00	\$26.26	\$26.52	\$26.78
Community Liaison Officer	\$27.78	\$28.05	\$28.33	\$28.61	\$28.89	\$29.17
Gardener/Maintenance Officer Grade 1	\$20.31	\$20.51	\$20.71	\$20.91	\$21.11	\$21.32
Gardener/Maintenance Officer Grade 2	\$21.55	\$21.76	\$21.97	\$22.18	\$22.40	\$22.62
Endorsed Enrolled Nurse Level 1	\$25.60	\$25.85	\$26.10	\$26.36	\$26.62	\$26.88
Endorsed Enrolled Nurse Level 2	\$26.64	\$26.90	\$27.16	\$27.43	\$27.70	\$27.97
Advanced Enrolled Nurse	\$28.50	\$28.50	\$28.78	\$29.06	\$29.35	\$29.64
Community Nurse - Grade 1A	\$29.50	\$30.09	\$30.39	\$30.69	\$30.99	\$31.29
Community Nurse - Grade 1B	\$30.69	\$31.30	\$31.61	\$31.92	\$32.23	\$32.55
Community Nurse - Grade 1C	\$31.92	\$32.55	\$32.87	\$33.19	\$33.52	\$33.85
Community Nurse - Grade 2A	\$32.55	\$33.20	\$33.53	\$33.86	\$34.19	\$34.53
Community Nurse - Grade 2B	\$33.86	\$34.53	\$34.87	\$35.21	\$35.56	\$35.91
Community Nurse - Grade 3A	\$35.36	\$35.71	\$36.06	\$36.42	\$36.78	\$37.14
Community Nurse - Grade 3B	\$36.42	\$37.14	\$37.51	\$37.88	\$38.25	\$38.63
Community Nurse - Grade 3C	\$37.88	\$38.63	\$39.01	\$39.40	\$39.79	\$40.18
Community Nurse - Grade 4	\$40.37	\$40.77	\$41.17	\$41.58	\$41.99	\$42.40
Bus Driver	\$22.51	\$22.73	\$22.95	\$23.17	\$23.40	\$23.63
Lifestyle Officer	\$22.51	\$22.73	\$22.95	\$23.17	\$23.40	\$23.63

Australian Unity

the Australian Unity Home Care Entel 20196 Agreement 2017

Executed as an Agreentant

Sloned for Australian Unity by its authorised representatives in the presence of.

Witness

MECHAEL ROBINSON

Name in full (please print)

114 ALBERT RD, STHE MELBURAGE

Address of witness (please print)

Signature of Authorised Officer

(Amohoa) Harehan

Name of Authorised Officer (please print)

14 ALBERT RO, STY MELBOURNE

EXECUTIVE GENERAL MANYLER, MDS

Address of Authorised Officer (please print)

Authority of Authorised Officer (please print)

Date:

30.11.17

Signed by representatives of Employees covered by this Agreement:

7. Curen 6/12/17 Signature and Date

Carew

Name in full (please print)

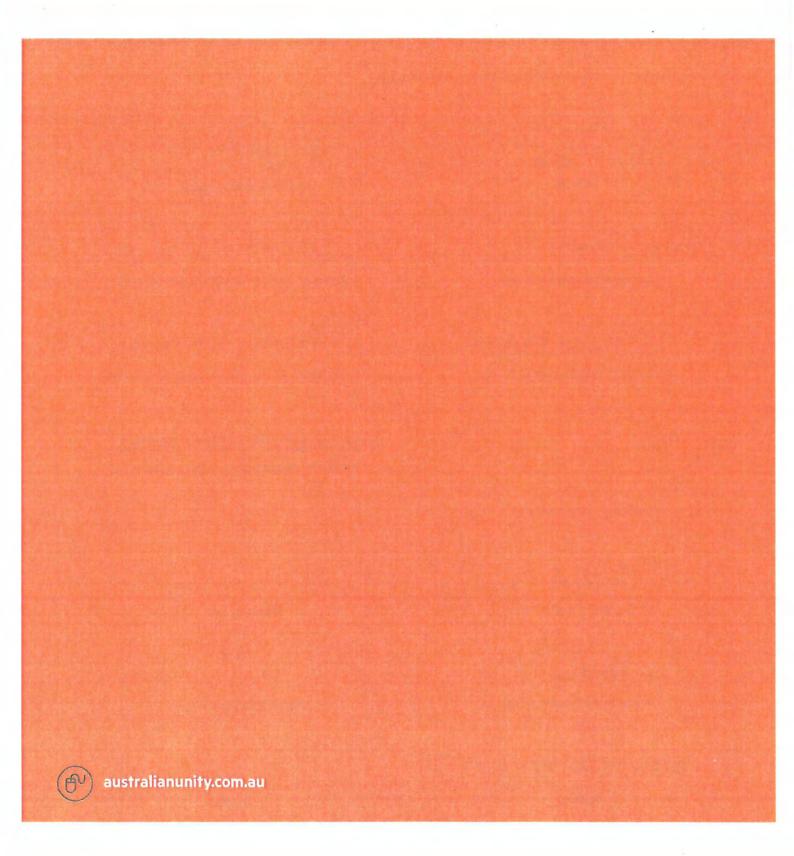
Assistant Secretary, ANMF Position

Signature and Date

Name in full (please print)

Position





ANNEXURE A

Application for approval of the Australian Unity Home Care Enterprise Agreement 2017

Undertakings

Pursuant to section 190 of the *Fair Work Act 2009 (Cth)* (Act), Australian Unity Care Services Pty Ltd (Australian Unity) provides the following undertakings in respect of the Australian Unity Home Care Enterprise Agreement (the Agreement).

 Clause 7.2- How the wage increase works – clause b is to be replaced in full and will now read:

" The pay rates set out in Appendix A are inclusive of the laundry allowance, except for Trainee – Home Care. The laundry allowance will be applied for Trainee- Home Care employees in accordance with the Modern Award".

 Clause 8.4 – If you work a different client care shift – A – How am I paid if I work a sleepover shift – clause d is to be replaced in full and will now read:

"If you work a sleepover shift you will be paid \$152.25 which includes 1.5 hours active duty and an allowance for the Sleepover Shift. All work over 1.5 hours will be paid at the overtime rate for all full hours worked."

- 3. Clause 8.4 a new clause will be added which shall read:
- D. How will I be paid if I work a broken shift?

(a) For the purpose of this clause, a **broken shift** means a shift worked that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.

(b) Where you work a broken shift, you will be paid at your relevant hourly rate with penalty rates and shift allowances paid in accordance with clause 8.3 and clause 8.5 with shift allowances being determined by the finishing time of the broken shift.

(c) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

(d) You will receive a minimum break of 10 hours between broken shifts rostered on successive days.

Name:	Michael Robinson	Position:	General Manager Workplace Relations
Signature:	The s	Date:	9/5/2018
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Signed for and on behalf of Australian Unity Care Services Pty Ltd