



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Unity Care Services Pty Ltd T/A Australian Unity Retirement Living Management Pty Ltd
(AG2018/5103)

THE AUSTRALIAN UNITY INDEPENDENT & ASSISTED LIVING NSW TRADITIONAL MODEL ENTERPRISE AGREEMENT 2018

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 21 FEBRUARY 2019

Application for approval of The Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as *The Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018* (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 T/A Australian Unity Retirement Living Management Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer 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 Health Services Union of Australia (**HSU**) and The Australian Nursing and Midwifery Federation (**ANMF**) 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 these organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 March 2019. The nominal expiry date of the Agreement is 20 February 2023.



COMMISSIONER

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Annexure A

ANNEXURE A

**Application for approval of the Australian Unity Independent and Assisted
Living NSW Traditional Model Enterprise Agreement 2018**

Undertakings

Pursuant to section 190 of the *Fair Work Act 2009 (Cth)* (Act), Australian Unity Care Services Pty Ltd and Australian Unity Retirement Living Management Pty Ltd (collectively 'Australian Unity') provides the following undertakings in respect of the Australian Unity Independent and Assisted Living NSW Traditional Model Enterprise Agreement 2018 (the Agreement).

1. Clause 4.6- When Change occurs- An addition to clause 4.6 shall read:
"4.6(f) In addition to the above, as soon as practicable after proposing to introduce a change to your regular roster or ordinary hours of work, Australian Unity will invite you to give your view about the impact of the change."
2. Clause 8.6- When you work overtime- An addition to clause 8.6 shall read:
"8.6(e) For Aged Care Employees, you will be paid in accordance with clause 8.6(c) for all hours worked in excess of your rostered ordinary hours on any one day"
3. Clause 8.9- If you accept work at a lower classification- This clause is applicable to aged care employees only and is intended to apply to work that you accept to perform in addition to your contracted hours and does not apply to your substantive classification. An employee's contracted hours must still be met or paid at your substantive pay rate in accordance with Appendix A.
4. Clause 10.2 Understanding the work we do- the classification descriptors for Registered Nurse Levels 2-5 shall be replaced in full and will now read as follows:

Role Title	Role Description	Pre-requisite skill/competency
Registered Nurse Level 2	A "Registered Nurse Level 2" performs the duties of a Registered Nurse Level 1. The employee delivers direct and comprehensive nursing care across the facility. The employee is responsible for coordinating services related to the residents. This employee	1. Meets pre-requisites for a Registered Nurse Level 1 2. Has not more than two years practical experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of a Registered

	will have not more than two years practical experience and will work under the supervision of a more senior nurse.	Nurse at this level.
Registered Nurse Level 3	A "Registered Nurse Level 3" who, performs the duties of a Registered Nurse Level 1 and 2, will have more than two years practical experience. This employee will work with some supervision and be able to undertake care duties which regularly require the exercise of initiative and professional judgement.	1. Meets pre-requisites for a Registered Nurse Level 2 2. Has more than two years practical experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of a Registered Nurse at this level.
Registered Nurse Level 4	A "Registered Nurse Level 4" is an employee has over 4 years' practical experience and has additional duties and qualifications to a Registered Nurse Level 3 and will work with limited supervision. Employees do not progress to this position, they are appointed by management discretion. Appointment will depend upon the level of complexity associated with the duties which include, but are not limited to, providing leadership and role modelling, contributing to the development of nursing and health unit policy for the provision of quality nursing care, supporting a more senior nurse with implementation and evaluation of systems and clinical operational planning to ensure the standard of nursing care.	1. Meets pre-requisites for a Registered Nurse Level 3 2. Has over 4 years' experience
Registered Nurse Level 5	A "Registered Nurse Level 5" is an employee who ideally has over 5 years' experience, and in addition to the skills and qualifications required in the lower graded nursing levels, is responsible for the provision of a high standard of care for residents. The employee may be in-charge of the facility and	1. Meets pre-requisites for a Registered Nurse Level 4 2. Has over 5 years' experience 3. Appointed at manager's discretion.

	supervision of staff outside of the ordinary span of hours from time to time and reports directly to the Clinical Care Manager or site Manager.	
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5. Clause 4.5(c)- Learning and development- For the purpose of this clause compulsory training means training that is required by Legislation and may include safety or other regulatory training.

6. Clause 5.2 What meal and tea breaks do I get?- An addition to clause 5.2 shall read:

"Where you are required to be on duty during a meal break, you will be paid overtime for all time worked until the meal break is taken."

7. Clause 2.6(a)(xiv)- Definitions- An addition to this clause shall read:

"and the Australian Nursing and Midwifery Federation- NSW Branch."

8. Appendix A- Wage Rates- The Registered Nurse Level 4 wage rates shall be replaced in full and will now read:

1 July 18	1 Jan 19	1 July 19	1 Jan 20	1 July 20	1 Jan 21	1 July 21	1 Jan 22
\$33.95	\$34.63	\$35.32	\$36.03	\$36.75	\$37.48	\$38.23	\$39.00

9. Appendix A- Wage Rates- The Registered Nurse Clinical/Specialist wage rates shall be replaced in full and will now read:

1 July 18	1 Jan 19	1 July 19	1 Jan 20	1 July 20	1 Jan 21	1 July 21	1 Jan 22
\$41.60	\$42.43	\$43.28	\$44.15	\$45.03	\$45.93	\$46.85	\$47.79

10. 10.5 How your work is organised- An addition to clause 5 shall read:

"5.3 How should I be rostered?"

- a) *You will be rostered with a break of no less than eight (8) hours between the completion of one shift and the commencement of another work period. Should you not be provided with a break in accordance with this subclause you will be paid at the rate of double time until such break is taken.*
- b) *If you are a permanent employee and you work overtime, you will be provided with a 10 hour break without loss of pay for ordinary working time occurring during such absence. Should you not be provided with a break in accordance with this subclause you will be paid at the rate of double time until such break is taken.*

- c) *You will be rostered free from duty for four (4) full days in each fortnight or eight (8) full days in each 28-day cycle.*

11. Clause 10.1 How is your classification determined? - Clause 10.1(j) to be removed in full.

12. Clause 10.1 How is your classification determined?- An addition to clause 10.1(e) shall read:

"You will not unreasonably be declined an increase in classification or held back from progression for an extended period of time".

Signed for and on behalf of Australian Unity

Name: Hayley Taylor

Position: Senior Industrial Relations Consultant

Signature:



Date: 21 February 2019

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

Australian Unity Independent & Assisted
Living NSW Traditional Model Enterprise
Agreement 2018

Our Agreement

1. Our Aims and Commitments

Introduction and our shared aims and commitments

2. Technical matters

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

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The wages, allowances and benefits we offer you

5. The Work We Do

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- 9.8 Jury service
- 9.9 Study leave
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- 9.12 Union Training Leave

10. The work we do

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Appendix A- Wage Rates

Our Aims and Commitments

1.1 Introduction

I am pleased to present the *Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018*.

Australian Unity's Independent & Assisted Living platform is in the care and support business and aspires to be one of the great health and wellbeing organisations in Australia.

Our Retirement Living communities provide our customers with a great lifestyle, community connections, independence and peace of mind – the vital ingredients to enable them to thrive.

Our employees are central to helping our customers thrive, which is why we must ensure Australian Unity is a great place to work. This Agreement is an important part of that endeavour.

Kevin McCoy
CEO, Independent & Assisted Living
June 2018

1.2 What is this Agreement all about?

This Agreement is about us working together to deliver flexible and independent and assisted living 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 tailored care and attention to our clients.

This Agreement aims to:

- Enable Australian Unity to deliver quality independent and assisted living 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 retirement and aged care services in an increasingly consumer driven market;
- Enhance the ongoing viability of Australian Unity's operations for the benefit of our people, our residents, members and the community;
- 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 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) Put the customer at the centre of everything we do, ensuring they feel empowered in the care we deliver;

We strive for superior levels of customer service to internal and external clients; We have a shared commitment to creating a safe work place and a more viable and competitive organisation;

- e) We respect and value diversity in the workplace and an environment that fosters communication, involvement and teamwork;

- f) We strive for a free exchange of relevant information and ideas;
- g) We value and encourage open communication and idea generation;
- h) We strive to increase utilisation of current employees including the offering of additional work at ordinary hours to permanent employees in the first instance, where appropriate to do so considering the health and safety of the employee and any cost impact.

The Technical Matters

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

2.1 Title of the Agreement

- a) This Agreement shall be known as The Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018.
- b) This Agreement is established through consultation with Australian Unity Independent & Assisted Living employees through an Employee Consultative Committee and management of Australian Unity.

2.2 Scope of the Agreement

This Agreement shall be binding upon all employees within NSW employed in roles outlined in the classification table in Appendix A, who are employed by the following entities:

- i. Australian Unity Care Services Pty Ltd (ABN – 44 065 558 134, ACN - 065 558 134);
 - ii. Australian Unity Retirement Living Management Pty Ltd (ABN – 97 003 434 115, ACN – 003 434 115);
 - iii. (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 Act.
- b) Australian Unity will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- c) This Agreement will come into operation on the twenty first day after the date of issue specified in any notice issued by the Fair Work Commission ('Commencement Date') and will operate for four (4) years ('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 *Fair Work Act 2009*.
- b) This Agreement constitutes the entirety of agreement that exist 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.
- d) Notwithstanding any other term or provision in this Agreement, Australian Unity is free, at its discretion, to improve employee entitlements at any time.

2.6 Definitions

- a) Where a term of this Agreement has a corresponding definition in the Act or the Regulations, the definition in the Act or the Regulations shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act or the Regulations.
 - i. **Act** means the *Fair Work Act 2009 (Commonwealth)*, as amended from time to time, including consideration of the National Employment Standards ('NES').
 - ii. **Agreement** means this enterprise workplace agreement.
 - iii. **The Employer**, means Australian Unity and is:
 - a) Australian Unity Care Services Pty Ltd (ABN – 44 065 558 134, ACN - 065 558 134); and
 - b) Australian Unity Retirement Living Management Pty Ltd (ABN – 97 003 434 115, ACN – 003 434 115);

- iv. **Employee** means an employee of Australian Unity in New South Wales to whom the classifications in this Agreement apply.
- v. **Immediate Family** has the meaning provided in the relevant provisions of the Act and includes:
 - a) 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
 - b) you or your spouse's child (including an adopted child, a step-child, an ex-nuptial child and an adult child), parent, grandparent, grandchild or sibling.
- vi. **Ordinary hours** of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- vii. **Ordinary Time Pay** includes base pay and over-award payments for ordinary hours of work, in accordance with Appendix A. It does not include any loadings or penalties including Shift or Weekend Penalties.
- viii. **Aged Care Award** means the Aged Care Award 2010.
- ix. **Aged Care Employees** means employees employed under this Agreement who are not employed in a nursing classification.
- x. **Nurses Award** means the Nurses Award 2010.
- xi. **Nursing Employees** means employees employed under this Agreement as a Nursing Assistant, Endorsed Enrolled Nurse or Registered Nurse.

- xii. **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.
- xiii. **Shiftworker** 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.
- xiv. **Union** means the Health Services Union NSW Branch.
- xv. **Week** is the seven day period commencing on a Saturday and ending on the following Friday.

Our Agreed Terms

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

3.1 Types of Employment

- a) Under this Agreement, you will be employed in one of the following categories:
 - full-time;
 - part-time; or
 - casual
- b) At the time of engagement, you will be advised whether you are employed on a full-time, part-time or casual basis. Management may direct you to carry out such duties that are within the scope of your skill, competence and training, and consistent with the respective classification.
- c) To ensure that both you and Australian Unity have made the right decision, a probationary period of six months will apply to your appointment during which time either you or Australian Unity can terminate employment with one week's notice. Your Manager will be responsible for reviewing your performance during this period.

3.2 Full time employment

- a) As a full-time employee based at Constitution Hill and/or the Constitution Hill Day respite facility, you will be engaged to work 38 hours per week or 76 hours per fortnight.
- b) As a full-time employee based at all other sites and facilities, you will be engaged to work 37.5 hours per week or 75 hours per fortnight.

3.3 Part time employment

- a) As a permanent part-time employee you will be engaged to work for a minimum specified number of hours, which are less than those prescribed for a full-time employee in clause 3.2 and your hours of work will be reasonably predictable. There is a minimum engagement of 2 hours for each start.
- b) As a part time employee, hours you accept over your contract hours will be paid at ordinary time subject to clause 8.6.
- c) The terms of this Agreement will apply on a pro rata basis to you as a part-time employee on the understanding that the ordinary weekly hours for full-time employees are as prescribed in clause 3.2.
- d) As a part-time employee you will be paid your personal/carer's leave (where you have accumulated such an entitlement) on a pro rata basis according to the number of ordinary hours you would have worked on the day or days on which the leave was taken.
- e) At your written request, your working hours will be reviewed. You can make such a request every six months. Where you are regularly and systematically working more than your specified contracted hours and there is a reasonable expectation that these hours will continue, then Australian Unity may adjust such contract

hours to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated into the adjustment:

- i. if the increase in hours is a result of an employee being absent on leave, such as, for example, annual leave, long service leave, parental leave, workers compensation; and
 - ii. if the increase in hours is a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- f) Any adjusted contracted hours resulting from a review should be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

3.4 Casual employment

- a) If you are a casual employee you will be engaged as such on an hourly basis.
- b) If you are a casual employee, your hours of work will be subject to your availability to work and Australian Unity's business requirements.
- c) If you are a casual employee and you have been rostered long term (over 26 weeks) on a regular and systematic basis and there is a reasonable expectation that this roster will continue, (provided that the rostering pattern has not resulted from coverage for extended absences such as parental leave, long service leave, workers compensation leave and extended sick leave), either you or Australian Unity has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.
- d) As a casual employee you will be paid a minimum of two hours pay for each shift.
- e) As a casual employee will be entitled to a casual loading of 25% of the base rate which will be paid instead of the paid leave entitlements such as annual leave and paid personal leave accrued by full-time employees.

- f) For Aged Care Employees- 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(e) above.

3.5 Maximum term employment

- a) As a limited tenure or fixed term employee, you are employed for a limited or fixed period of time or for a specific project/event of finite duration as determined in your letter of offer. It is not intended that you be repeatedly engaged as a fixed term employee where it could be reasonably foreseen that the position will be permanent.

3.6 Trainee employment

- a) To assist our people better prepare for employment in aged care 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 Aged Care Award 2010 and the Nurses Award 2010 as they vary from time to time.

4 Workplace Commitments

4.1 Your responsibilities

a) As an employee of Australian Unity your responsibilities include:

- i. Behaving in accordance with Australian Unity's values, Code of Conduct and Workplace Policies;
- ii. Performing all duties assigned to you to the best of your ability, skill and competence;
- iii. Participating in Australian Unity's quality assurance and quality improvement programs;
- iv. Promoting Australian Unity's business, interests and reputation to the best of your ability;
- v. Complying with all lawful directions of Australian Unity;
- vi. Not falsifying records or making untrue statements.
- vii. Not possessing property belonging to Australian Unity, its residents or other employees without permission or authority;
- viii. 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;
- ix. Not using or possessing un-prescribed drugs, alcohol or any other substance that may affect your ability to work effectively. You must inform your manager, prior to commencing work, if you are in any way impaired by drugs (prescribed or non-prescribed), alcohol, or any other substance;

- x. Not engaging in discriminatory behaviour and/or conduct;
- xi. Keeping confidential any confidential information that you become aware of, or generate in the course of, or in connection with, your employment.
Confidential information includes all resident and 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;
- xii. Maintaining professional skills and competencies in order to retain enrolment or registration with the Nurses and Midwifery Board of Australia or other relevant industry body (if applicable);
- xiii. Carrying out work at any locations reasonably requested by Australian Unity, in accordance with clause 8.3;
- xiv. 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 residents or other employees. You will be provided with reasonable notice of the requirement to attend a medical examination.

4.2 Police and Working with Children Checks

- a) Australian Unity requires you to undertake a Police Check that will be paid and organised 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 the relevant industry specific legislation.

- b) Your Police Check must be satisfactorily completed and, in accordance with relevant legislative requirements and industry standards, you are required to have clearance before commencing your 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 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 the results to the employer, 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.

4.3 Your individual flexibility options

- a) You and Australian Unity may agree to make an individual variation of the terms of this agreement if:
 - i. the agreement deals with 1 or more of the following matters:
 - 1. arrangements about when work is performed;
 - 2. overtime rates;

3. penalty rates;
 4. allowances;
 5. leave loading; and
- ii. the arrangement meets the genuine needs of both you and Australian Unity and needs to be genuinely agreed by both parties.
- b) Australian Unity will ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Act;
 - ii. are not unlawful terms under section 194 of the Act;
 - iii. result in you being better off overall than you would be if no arrangement was made.
- c) Australian Unity will ensure that your individual flexibility arrangement:
- i. is in writing; and
 - ii. includes your name and Australian Unity as the employer;
 - 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;
 - iv. The written flexibility agreement will included details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
 - d. states the day on which the arrangement commences.

- d) Australian Unity will give you a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) Either you or Australian Unity may terminate the individual flexibility arrangement:
 - i. by giving no less than 28 days written notice to the other party to the arrangement; or
 - ii. if you and Australian Unity agree in writing — at any time and your employment will continue to be governed by this Agreement.

4.4 Our Way of Being Safe

- a) Australian Unity is committed to creating a safe working environment and to minimising incidents and injuries in the work environment.
- b) As an employee you are required to follow all safe work policies, procedures and work instructions and to make effective use of the Our Way of Being Safe Health and 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 identify 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 Committee meetings, you will be paid to attend these meetings. If such meetings are held outside the ordinary hours of work, you will be paid ordinary pay per hour for the actual time spent in attendance at such

meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

- e) As part of Australian Unity's commitment to maintaining a health 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.

4.5 Learning & development

- a) To train you in areas that will benefit our Aged Care and Retirement Living Facilities, Australian Unity may support individual employees to improve their overall competency and promotional opportunities by studying in their own time and acquiring additional qualifications.
- b) You have a responsibility to maintain and upgrade your skills commensurate with the requirements of your position and to attend all required training, so you maintain your professional knowledge and skills and so that Australian Unity can meet its regulatory responsibilities. This includes, but is not limited to: fire and emergency training, manual handling training, infection control, SAFETRAC and food handling; as provided by Australian Unity in each twelve month period or as required.
- c) 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 compulsory training modules within reasonable communicated timeframes. Where you have an accrued annual leave or long service leave balance available, you may request to be paid from this accrued leave balance during a period of unpaid suspension.
- d) Where you are required to attend compulsory training or a compulsory work- related meeting, outside the course of a rostered shift, the ordinary rate of pay and relevant penalty rates shall apply and be paid in accordance with the length of the training or meeting conducted, or one (1) hour, whichever is the greater.

- e) If Australian Unity requests that you undertake additional study critical to the effective operations of the facility, Australian Unity will fully fund the cost of this training. If you are required to attend any face-to-face training on a day you are ordinarily rostered to work, you will receive pay for the time spent at the training at your ordinary rate of pay.
- f) If you are a Registered Nurse or Enrolled Nurse, in order to fulfil the continuing professional development requirements of the Nursing and Midwifery Board of Australia, you must fulfil the Continuing Professional Development (CPD) points for your registration.
- g) If you are required to travel to attend training, you will not be paid for travel time.
- h) Maintaining mandatory skill levels for your position
 - 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.
 - ii. 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.
 - iii. If you do not hold the appropriate level of qualification or licence, you are strictly forbidden from participating in activities 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 aged care 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.

4.6 When change occurs

- a) We will consult with you and the parties of this Agreement when there is a major workplace change that is likely to have a significant effect on you. A major workplace change is one where:
 - i. We have made a definite decision to introduce a major change to production, program, organisation, structure, or technology
 - ii. We propose to introduce a major change to the regular roster of ordinary hours of work for employees; and
 - iii. the change is likely to have a significant effect on you.
- b) A significant effect could include:
 - i. the termination of your employment; or
 - ii. a major change to the composition, operation or size of Australian Unity's workforce or the skills required; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure)
 - iv. a major alteration of hours of work; except where there is a process elsewhere in the Agreement for this type of change; or
 - v. the need to retrain you or for you to transfer work locations; or
 - vi. the restructuring of relevant jobs.

- c) You will have the opportunity to appoint a representative for the purposes of consultation. If you choose to appoint a representative for the purposes of consultation, you are required to advise Australian Unity of the identity of the representative and 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) If the significant change will have a significant effect on you, we will as soon as practicable after making our decision, discuss with you where relevant:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on you; and
 - iii) Measures Australian Unity is taking to avert or mitigate the adverse effect of the change; and;for the purposes of the discussion, provide to you and you representative if any:
 - iv) relevant information about the change including the nature of the change proposed; and
 - v) information about the expected effects of the change on the employees; and
 - vi) any other matters likely to affect you.
- e) Notwithstanding any other clause or provision of this Agreement, Australian Unity is not required to disclose confidential or commercially sensitive information to employees or their nominated representatives.

Australian Unity is committed to engaging with employees regarding organisational matters, where required and requested by employees or their representatives.

4.7 How to raise a concern or grievance

- a) If you have a dispute that relates to a matter under this Agreement or the NES, that you believe needs to be addressed, we encourage you to raise this matter with your manager as soon as you can so it can be resolved as quickly as possible.
- b) A grievance or dispute is a formal expression of dissatisfaction about a situation at work. If you have a grievance or dispute regarding a work-related matter, you have the right for this grievance to be heard. A grievance does not include an objection to matters of a general nature to do with the organisation of the workplace, but rather an issue you have or may encounter, is impacted by and seek resolution to.
- c) 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 NES.
 - i. Step 1: Try to resolve the dispute by having discussions with your line manager
 - ii. Step 2: If discussions with the line manager are not appropriate given the circumstances of the matter, or your attempted discussions do not resolve the dispute, you can escalate the matter to the one up manager or the human resources team.
 - iii. Step 3: Only if discussions at the workplace level do not resolve the dispute, can either party refer the matter to the Fair Work Commission (FWC)
- d) If the dispute is referred to the FWC, they will first attempt to resolve the dispute as it considers appropriate, including mediation, conciliation, expressing an opinion or making a recommendation.
- e) If the Fair Work Commission is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute; and make a determination that is binding on the parties.

Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- f) 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 represent them for the purposes of the dispute resolution procedure.
- g) Each step of the grievance process should be conducted in a timely manner by all parties concerned.
- h) While the parties are trying to resolve the dispute using the procedures in this term:
 - i. you must continue to perform your work as you would normally unless you have a reasonable concern about an imminent risk to your health or safety; and
 - ii. you must comply with a direction given by Australian Unity to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for you to perform; or
 - d. there are other reasonable grounds for you to refuse to comply with the direction.
- i) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

5 How your work is organised

5.1 What are the ordinary hours of work?

- a) **Ordinary hours** of work for a day worker will be between 6.00 am and 6:00pm Monday to Friday.
- b) Shifts will be a maximum of 10 ordinary hours per day.
- c) Meal breaks are not included when calculating the number of hours worked.

5.2 What meal and tea breaks do I get?

- a) If you are rostered to work in excess of five (5) hours, you will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work. It is recognised that under certain circumstances relating to workload priorities, an employee may agree to work up to six (6) hours before taking a 30 minute unpaid meal break.
- b) There may be occasions where you are unable to take a 30 minute unpaid break. However, given the nature of your role, it is recognised that you are often provided with a meal whilst with the client. Therefore where you have a meal with a client, this time will be considered a paid meal break.
- c) If you are working a shift of 7.6 hours or more, you may take two separate 15 minute pauses (in addition to meal breaks)
- d) Where less than 7.6 ordinary hours are worked, you may take one 15 minute rest pause in each four hour period.
- e) Meal breaks are not counted in calculating the length of a shift except where described in clause 5.2(b) of this Agreement.
- f) Tea breaks will count as time worked and counted in calculating the length of a shift.

6 Ending Employment

This clause does not apply if you are employed on a casual or limited tenure basis.

6.1 If my role no longer exists

- a) If your role is redundant, Australian Unity will take all reasonable steps to find suitable redeployment opportunities for you.
- b) Should no suitable opportunities exist and where redeployment is not possible, you will be offered retrenchment. This is subject to the principle that if you decline a reasonable alternative offer of employment, no entitlement to a retrenchment payment will arise.
- c) Where retrenchment applies, you will be paid on receipt of all signed documentation, confirmation that all company assets have been returned and all outstanding monies owed to Australian Unity are paid in full.
- d) If you are made redundant you will receive the redundancy benefits provided for as follows:

Less than 1 year continuous service	Over 1 year but less than 2 years continuous service	More than 2 years continuous service
8 weeks' notice (may be worked or paid in lieu depending on the requirements of the business)	8 weeks' notice (may be worked or paid in lieu depending on the requirements of the business)	8 weeks' notice (may be worked or paid in lieu depending on the requirements of the business)
0 weeks redundancy pay	4 weeks redundancy pay	3 weeks redundancy pay for each completed year of service

- e) Redundancy payments are capped at 35 weeks (inclusive of the 8 weeks' notice).

Transfer to lower paid duties

- f) 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 make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

Employee leaving during notice period

- g) If you have been given notice 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 your termination becomes effective during this notice period.

Job search entitlement

- h) If you are given notice that your role is being made redundant you will be allowed to take up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- i) If you have been provided with paid leave for more than one day during the notice period for the purpose of finding other employment, then you must, at the request of the Australian Unity, produce proof of attendance at an interview or you will not be entitled to payment for the time absent.

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, which may include by electronic means, of your termination. The specific notice period you need to provide is provided for in NES and outlined in the table below:

Your period of continuous service with Australian Unity at the end of the day the notice is given	Period of Notice Required
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) If 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 NES and tabled in clause 6.2a.
- 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 provided with 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.

The Wages and Benefits We Offer

At a Glance

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

7 Understanding Your Wages

7.1 Increases to your wage rate

- a) As a reward for the committed service you provide to our residents you will receive an increase to your ordinary hourly rate of pay for each year of this Agreement. Appendix A sets out the increased ordinary hourly rate for your classification.
- b) Increases are paid in six (6) monthly increments as outlined in Appendix A.
- c) The first increase will apply in the second pay cycle after the date of ratification of this Agreement by the Fair Work Commission.

7.2 How the wage increase works

- a) The classification structure is set out in Appendix A of this Agreement. The classification structure identifies the minimum pay rates for each job role. This agreement sets out the increases in wages over the life of the Agreement.
- b) Where the relevant minimum modern award rate exceeds the corresponding rate set out in Appendix A during the life of the Agreement, Australian Unity will at least match the minimum modern award rate.
- c) If you are on a pay rate that exceeds the corresponding rate set out in Appendix A, Australian Unity will honour your current pay rate. 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.
- b) If after 28 days of commencing your employment with Australian Unity you have not nominated an approved fund, Australian Unity will direct your contributions to the default fund HESTA Superannuation Fund.

7.4 Salary packaging options for you to consider

- a) Australian Unity offers Salary Packaging options for eligible employees. You can apply to salary package in accordance with the Australian Unity Salary Packaging Policy.

- 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 to a complying superannuation fund.
- c) Australian Unity strongly recommends that if you are considering salary packaging, you seek professional financial advice before entering into any salary packaging arrangement.
- d) The costs, if any, of changes to your salary package as a consequence of entering into a salary sacrifice arrangement shall be borne by you.
- e) Where a salary packaging arrangement results in your future entitlement to salary ('**Reduced Salary**') falling to a level below that stipulated under your classification (Clause 54 '**Classification Salary**'), you release and discharge Australian Unity from any liability otherwise arising because the reduced salary is less than the Classification Salary.
- f) You may apply to modify your salary packaging arrangements provided the modified arrangements comply with the Australian Unity Salary Packaging Policy.

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. For example, this may be required due to external influences on some or all of the business, residents, or individuals resigning from their employment. Affordability is a key element in our incentive reward arrangements. Incentive payments are subject to residents and 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. 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 If you perform higher duties

- a) This agreement allows and encourages co-operation across different work functions at each Australian Unity site. From time to time, you may be requested, or may volunteer to help out in different functional areas for the effective operation of the facility.
- b) If you are a Nursing employee and you perform duties carrying a higher wage rate than the classification you are employed in you will be paid the higher wage rate of the relieving shift if worked for three days or more.
- c) If you are an Aged Care employee and you are directed to work in a different functional area or in a position carrying a higher rate of pay than the classification in which you are ordinarily employed for no less than one whole shift, and where that shift exceeds 2 hours, you will be paid at the higher rate of pay for that shift. This is contingent upon the assignment covering the majority of duties that would reasonably be expected of the higher position during the period of the assignment.
- d) If the work performed in a different functional area or at a different level for a period does not exceed 3 hours, then your regular rate of pay shall apply.
- e) 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.

8.2 If you work shift work

For Nursing Employees

- a) 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 rate of pay, in addition to the ordinary rate for such shift
- b) If you are rostered to work a night shift between Monday and Friday, you will be paid a loading of 15% of your ordinary rate of pay, in addition to the ordinary rate for such shift
- c) For the purpose of this clause afternoon and night shift are defined in the following table:

Shift Description	Start time and completion	Shift allowance
Afternoon shift	commencing not earlier than 12pm and finishing after 6pm on the same day	12.5%
Night shift	commencing on or after 6pm and finishing before 7.30am the following day	15%

For Aged Care Employees

- d) If you are required to perform shift work, you will be entitled to penalty rates for any such shifts worked in accordance with the following table. If you work less than 38 hours per week you will only be entitled to the additional rates where your shift commences prior to 6.00am or finishes subsequent to 6.00pm.

Shift Description	Start time and completion	Shift allowance
Afternoon shift	commencing at 11.00 am and before 1.00 pm	10%
Afternoon shift	commencing at 1.00 pm and before 4.00 pm	12.5%
Night shift	commencing at 4.00 pm and before 4.00 am	15%
Night shift	commencing at 4.00 am and before 6.00 am	10%

8.3 When you work at a different location

- a) The parties acknowledge the need for Australian Unity to maintain flexibility in various aspects of its operations to facilitate responsive service for our residents and high levels of service and performance by employees.
- b) You may be required to work at other Australian Unity sites as reasonably required by the business. In assessing “reasonableness”, Australian Unity will consult with you and consider the following:
 - i. The duration of travel (beyond normal travel time)
 - ii. Distance
 - iii. Length of the assignment at the alternate location
 - iv. Cost to you
 - v. Your family and personal responsibilities.
- c) If you are called upon and agree to use your private vehicle during the course of your duties, you shall be paid the per kilometre allowance as per clause 8.13, and subject to change, excluding travel to and from your home to the first place of work and return to home at the end of your duties.
- d) You agree that, subject to appropriate consultation and reasonableness, Australian Unity may request, in accordance with its business needs, that you take rotating meal breaks, vary your start and finish times and/or have flexible shift arrangements.
- e) Your work hours may cover both day and afternoon shift, or afternoon and night shift (with appropriate shift penalties).

8.4 When you are in charge

- a) If you are a registered nurse and you are designated to be in charge during the day, evening or night of a residential aged care facility, you shall be paid in addition to your appropriate salary, whilst so in charge, the per shift allowance of \$33.01.

8.5 When you work a sleepover shift

- a) In addition to normal rostered shifts, if you are not employed under a nursing classification, you may be required to sleepover.
- b) Should you be required to sleepover, 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 sleepover shift. The span of a sleepover shift should not exceed 10 hours.
- c) If you work a sleepover shift you will be paid a sleepover allowance in accordance with the following table:

ALLOWANCES	From 1st full pay period on or after the commencement of the Agreement	From 1st full pay period on or after 1 July 2019	From 1st full pay period on or after 1 July 2020
Sleepover Allowance	\$48.10 / night	\$49.55 / night	\$51.04 / night

- d) If you are a full time employee, all time worked during a sleepover shift will count as time worked and will be paid for at overtime rates.
- e) If you are a part time employee, all time worked during a sleepover shift will count as time worked and will be paid at the applicable hourly rate.

8.6 When you work overtime

- a) Overtime will only be paid if the overtime has been approved by the appropriate level of management before it is worked.
- b) When considering overtime, you and Australian Unity will consider the following:
 - i. any risk to your health and safety from working the additional hours;
 - ii. your personal circumstances, including family responsibilities;
 - iii. the client's needs or the needs of 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) Hours worked in excess of the maximum hours on any day or shift referred to in clause 5.1, are to be paid, based on the ordinary hourly rate, as follows:
 - i. Monday to Saturday (inclusive): time and a half for the first two hours and double time thereafter;
 - ii. Sunday: double time;
 - iii. Public holidays: double time and a half.
- d) Overtime rates under this clause will be in substitution for and not cumulative to the shift and weekend rates referred to in clauses 8.2 and clause 8.7.

8.7 When you work on a weekend

- a) If you are required to perform ordinary hours of work on a Saturday or Sunday, you will be entitled to a penalty payment for any such hours worked in accordance with the following:

- i. Saturday - Where you work ordinary hours between midnight on Friday and midnight on Saturday will be paid at the rate of time and a half of the ordinary hourly rate.
 - ii. Sunday – Where you work ordinary hours between midnight on Saturday and midnight on Sunday will be paid at the rate of time and three quarters of the ordinary hourly rate.
- b) These penalty rates will be in substitution for and not cumulative upon the penalties prescribed in clause 8.2 and for aged care employees, clause 3.4(e) of this Agreement.

8.8 When you work a broken shift

- a) Broken shift for the purposes of this clause means a shift worked, that includes unpaid breaks (other than a meal break), during which you are not performing duties in accordance with your classification, totalling not more than four hours and where the span of hours is not more than 12 hours.
- b) A broken shift may be worked where there is a mutual agreement between you and Australian Unity to work the broken shift.
- c) Payment for a broken shift will be at ordinary pay with penalty rate and shift allowances paid in accordance with clauses 8.2 and 8.6, with shift allowances being determined by the commencing time of the broken shift.
- d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- e) You must receive a minimum break of 10 hours between broken shifts rostered on successive days.

8.9 If you accept an additional shift on a lower classification

- a) Australian Unity may offer you additional work at a lower grade than your classification. Should you choose to accept the additional work you will be paid at the applicable rate.
- b) If you are a permanent employee, you are entitled to be paid your minimum contract hours at the classification in which you are employed; only additional work will be paid at a lower rate, should it apply. Work performed at a lower classification will be paid at your relevant hourly rate where your minimum contract hours have not been met.

8.10 When you are on call or recalled to work

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

For Aged Care employees

- a) If you are an aged care employee, you are entitled to an on call allowance when you are required by the employer to be on call at your private residence, or at any other mutually agreed place. On call will be paid at \$25 for each 24-hour period or part thereof.

For Nursing employees

- b) If you are a nursing employee you are entitled to an on call allowance when you are required by the employer to be on call at your private residence, or at any other mutually agreed place. You are entitled to receive the following additional amounts for each 24 hour period or part thereof:

- i. between rostered shifts or ordinary hours Monday to Friday inclusive – \$22.60.
 - ii. between rostered shifts or ordinary hours on a Saturday – \$33.10; or
 - iii. between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work – \$38.60.
- c) 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.

For employees living on site

- d) You may agree with Australian Unity to reside on site at the facility where you ordinarily work. The rental arrangements will be mutually agreed at the time between you and Australian Unity. If no agreement can be reached, the onsite living arrangement will not proceed or continue.
- e) Only where an agreement in accordance with clause 8.10d exists, the On Call allowance will be paid at \$30 per village per 24 hour period.

B. What if I am recalled to work?

RECALL TO WORK WHEN ON CALL

- f) If you are required to be on call and you are recalled to work after leaving the employer's premises, you will be paid for a minimum of three hours work at the appropriate overtime rate.

RECALL TO WORK WHEN NOT ON CALL

- g) If you are not required to be on call and you are recalled to work after leaving the employer's premises you will be paid for a minimum of three hours work at the appropriate overtime rate.
- h) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where you are recalled within three hours of your rostered commencement time, and you remain at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- i) If you are recalled to work you will not be obliged to work for three hours if the work for which you were recalled is completed within a shorter period.
- j) If you are living on site, a \$25 allowance per call out is payable to you upon proper authorisation sought and gained by the manager.

8.11 When you will be paid a meal allowance

- a) You will be supplied with an adequate meal where Australian Unity has adequate cooking and dining facilities or be paid a meal allowance of \$12.62 in addition to any overtime payment as follows:
 - i. when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - ii. Provided that where such overtime work exceeds four hours a further meal allowance of \$11.37 will be paid.

8.12 Uniforms

- a) Where required, you will be provided with sufficient, suitable and serviceable uniforms or overalls free of cost. If you have been supplied with a new uniform or part of a uniform and fail to return the corresponding article last supplied, you will not be entitled to have such article replaced without payment for it at a reasonable price.
- b) Upon termination of your employment, you are required to return any uniform or part thereof supplied by Australian Unity, which you are still using, immediately prior to leaving.
- c) Australian Unity provides laundry facilities onsite, available for you to launder your uniforms. If a site is not able to provide this facility, you will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount. You will require prior approval from your manager that the laundry facility is not available, to receive the allowance. The payment of such laundry allowance shall not be made to you on any absences exceeding one (1) pay cycle.
- d) If you work less than thirty-eight hours per week you shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.
- e) You will be provided with Personal Protective Equipment required to perform the requirements of your role.

8.13 If you use your car for work purpose

- a) If you are required and authorised to use your own motor vehicle in the course of your duties you will be reimbursed at the corresponding and published ATO rate.

- b) If you are involved in travelling on duty, if Australian Unity cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Australian Unity on production of receipted account(s) or other evidence acceptable to Australian Unity.

8.14 Nauseous Work Allowance

- a) If you are an aged care employee you will be paid an allowance of 38 cents per hour or part thereof when you are engaged in handling linen of a nauseous nature other than linen sealed in an airtight container and/or for work which is of an unusually dirty or offensive nature having regard to your normal duties of your classification.

9 The Leave Arrangements We Offer

9.1 Annual leave

- a) If you are a full-time or part-time employee you are entitled to annual leave in accordance with the Australian NES.
- b) If you are a shift worker you will receive one week of Additional Annual Leave (38 hours for full-time Employees, pro-rata for part-time employees). You will be regarded as a shift worker for the purpose of the NES and accruing Additional Annual Leave if, during any part of the relevant qualifying period in accordance with clause 9.1c, you:
 - i. as a full-time Nursing employee, were regularly rostered over seven days of the week and regularly worked on weekends; or
 - ii. as an Aged Care employee, whether full-time or part-time, you worked more than 4 ordinary hours on 10 or more weekends.
- c) In addition to the leave entitlements provided in clause 9.1a, if you are classified as a Nursing employee in accordance with clause 10 you are entitled to one (1) week of Additional Annual Leave. For the purpose of this clause, the qualifying period commences from 1 July and concludes on 30 June the following year. If you are eligible to receive any Additional Annual Leave in accordance with clause 9.1b, this Additional Annual Leave will be calculated at the completion of the qualifying period and added to your leave accruals. If you resign within the qualifying period, a separate calculation will be completed to calculate whether you are entitled to Additional Annual Leave, and where entitled, you will be paid the leave upon your termination.
- d) It is Australian Unity's position that your annual leave accruals should be taken as leave in each period of 12 months service, so that you are properly rested to retain a

sense of wellbeing and balance with your personal lives, and have the required energy and commitment to your contribution at work. You should work together with your manager to ensure that annual leave is appropriately planned and regularly taken.

Annual leave loading

- e) If you are a full-time or part-time employee, you are entitled to annual leave loading of 17.5% of the ordinary base rate for your classification in accordance with Appendix A, or the shift allowances and weekend penalties you would have otherwise received had you not been on annual leave during the relevant period, whichever is the greater.

Cashing out of annual leave

- f) Subject to the Fair Work Act 2009, where you have accumulated in excess of 4 weeks' annual leave, and your personal circumstances demonstrably indicate a requirement, you may request in writing, once annually to have the outstanding number of days paid out at your current base rate of pay, leaving a balance of at least 4 weeks. This is provided that:
- i. you provide Australian Unity with a separate declaration to cash out annual leave;
 - ii. You have taken paid leave in the 12 months prior to your request to cash out annual leave
 - iii. Your remaining annual leave accrual entitlement after the cashed out component is deducted is not less than 4 weeks
 - iv. Each arrangement to cash out your annual leave is considered to be a separate agreement between you and Australian Unity
 - v. Australian Unity authorises the election.
- g) Once your election under clause 9.1(f) is approved Australian Unity will:

- i. make a payment to you which represents at least the full amount that would have been payable to you had you taken the leave foregone; and
- ii. reduce your accrued annual leave by the amount of annual leave cashed out; and
- iii. you will no longer be entitled to the annual leave that has been cashed out.

9.2 Personal / carer's leave

- a) Your entitlement to paid personal/ carer's leave is in accordance with the NES. This clause provides additional provisions.
- b) Under the NES, personal/carers leave refers to the paid leave you receive for personal illness or injury (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).
- c) As at the date of this Agreement, the NES provides 10 days personal/ carer's leave per year for full time employees. 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/carers leave.
- d) Casual employees have no entitlement to paid personal leave.

Notice and Evidence of Personal Leave

- e) You are required to:

- i. make every reasonable effort to inform your manager of your absence from work due to personal/carer's leave and the estimated duration of your absence, as soon as reasonably practicable; and
- ii. provide a medical certificate from a registered medical practitioner, if your absence is greater than 2 consecutive days or if personal leave is taken for two (2) or more days or on either side of a planned absence (including annual leave, public holidays and weekends). If you fail to provide a medical certificate as requested, the time taken will be unpaid.

Request for a medical certificate and management of personal leave

f) Your manager may:

- iii. 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 there nature of illness or injury requires further explanation/clearance or where there is a pattern of personal/carer's 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;
- iv. invite you to provide satisfactory evidence relating to your absences, where no medical certificate is produced;
- v. 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
- vi. 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

- a) If you are a permanent employee, you are entitled to 2 days paid compassionate leave at the ordinary rate per permissible occasion in accordance with the NES. Australian Unity will consider additional compassionate leave in exceptional circumstances at management's absolute discretion.

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) Employees' entitlement to unpaid parental leave is governed by the National Employment Standards contained in the Act.
- c) If you are 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 clause 9.4m.
- 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 where you have greater than 12 months continuous service. This benefit is paid in two equal parts. The first part is payable at the commencement of Parental Leave, the second is paid upon returning to work. Where less than six (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 you are the initial Primary Care Giver and you take four weeks of Parental Leave, you will only receive four weeks paid parental benefit. These

payments are not transferable for time in lieu or payment in advance. If you are a part time employee, you will receive a pro-rata payment.

- e) Australian Unity offers a Paid Parental Benefit equivalent of up to two (2) week's pay if you are the Primary Care Giver and you experience 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 one 8 weeks (unpaid) parental leave at the time of the birth. If you are the partner and you become 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 you as the partner where you 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.
- h) If you are the partner and not the primary care-giver but would like to take more than the eight weeks' unpaid parental leave available, you can arrange this in line with standard leave application requirements in conjunction with your manager (see other leave policies). Where you as the partner becomes the Primary Carer you may also have access to further unpaid parental leave under the extending period provision.
- i) If you are pregnant and wish to attend work during the 6 weeks prior to the expected date of birth of the 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 your consecutive 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 Australian unity 4 weeks' notice of this change. Where a variation extends beyond 52 weeks, this will be subject to approval.

- k) Employees must also confirm the date of birth, or expected date of birth, of the child (and for adoption-related leave, the date or expected date of placement, and that the child is, or will be, under 16 years of age as at the date or expected date of placement).
- l) Leave begins on the day specified in the letter (written notification) provided by you OR the date that this is varied to upon agreement. If you are the partner and the Primary Carer, leave shall commence after the birth of the baby upon the date specified in their application. If you are the partner and you are 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 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) may request an extension of leave for a further period of up to 12 months immediately following the first 12 month period. This request must be in writing and provided at least 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 you are entitled to is reduced by any extension granted to your 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 you are pregnant and in the doctor's opinion, you could face illness or risk to health by continuing to work, your role may be considered temporarily unsuitable. In this situation, the manager is to work in conjunction with Human Resources to determine if there is a more suitable role available for the person to fulfil in the period up to the commencement of parental leave.
- r) 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 to 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 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 their 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 is eligible under the scope of this policy, you may request a change in working arrangements for the purpose of assisting you to care for your child. This request must be put in writing and set out the details of the change sought and the reasons for the change. Proper consideration will be given to all requests and you will receive a response in writing within 21 days. Such requests will only be refused on reasonable business grounds.
- v) Time away from work on parental leave without pay does not count as service for calculation of 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 leave calculations.

- w) If you are the Primary Carer you can use any annual or long service leave to which you have 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 clause 9.5j. Whilst on parental leave, you are not entitled to personal leave. However, if you are pregnant and suffer from an illness which is attributable to the pregnancy, you may use any sick leave to which you are entitled before commencing your Maternity Leave.
- x) Salary increases are applicable during the period of parental leave. Pro rata incentive arrangements are only applicable to time worked.
- y) Parental leave is unpaid leave which is also available if you will become the Primary Carer in the adoption of a child. At least ten weeks before the expected date of adoption you 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 NSW Long Service Leave Act 1955.
- b) In addition to the entitlement in the NSW Long Service Leave Act 1955, employees will be entitled to an additional 2 weeks long service leave after 15 years and for every full 5 years of service thereafter.

9.6 Public Holidays

- a) You are entitled to the following public holidays on:
- i. each of these days:
New Year's Day;
Australia Day;
Good Friday;
Easter Saturday
Easter Sunday
Easter Monday;
Anzac Day
Queens Birthday
Labour day
Christmas Day;
Boxing Day; and
 - ii. And any day which may hereafter be proclaimed a public holiday throughout the State.
 - iii. The dates of the public holidays will be according to the gazetted public holiday dates as published by each state government.
- 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 9.6a. If that day falls on a Saturday or Sunday and if an in lieu day or substitute day is gazetted on a week day, then the in lieu or substitute will be observed as the public holiday.
- c) If you do not regularly work Monday to Fridays, or if you are a casual employee, you will receive loadings for work performed on the actual public holiday as listed in clause 9.6a. All work performed on an in lieu or substitute day will be paid at the corresponding weekend loading rate.
- d) For example, if you are a shift worker and you work on 25 December (a Saturday) and the in lieu or substitute Christmas Day is on Monday 27 December you will only be

paid the Public Holiday penalties for working on 25 December. However if you are a permanent Monday to Friday Employee you will be paid Public Holiday penalty rates only when they work on the substitute public holiday.

- e) For Aged Care Employees- 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 Nursing Employees- If you work a public holiday shift, excluding Christmas Day, you will be paid a loading of 100% of your ordinary rate of pay for that part of such shift which is on the public holiday. For work performed on Christmas Day or its substitution public holiday, you will be paid a loading of 150%.
- g) For the purposes of clause 9.6, "ordinary rate of pay" means the appropriate classification hourly rate in accordance with Appendix A.

9.7 Wellbeing day

- a) Australian Unity will provide you with one (1) Wellbeing Leave Day to work on your wellbeing, and in doing so promote employee wellbeing and reinforce a definition of 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 during the year, each calendar year. If you are a part-time employees this leave is calculated on a pro rata / contracted hours basis.
- c) This leave day is only to be used for planned leave. You are required to submit a leave request in order to take your Wellbeing Leave Day and this must be submitted to your manager for approval at least two (2) weeks prior to taking such leave.

9.8 Jury Service

- a) If you are full-time employee, and you are required to attend for jury service during your ordinary work hours, they will be reimbursed by Australian Unity in an amount equal to the difference between the amount paid by external bodies for attending for such jury service and the amount you would have received in respect of the ordinary time worked had you not been on jury service and in regular employment.
- b) If you are a part-time employee and you are required to attend for jury service, and such attendance coincides with a day you would normally be required to work, you shall receive payment in accordance with clause 9.8a.
- c) If you are required to attend jury service you must notify Australian Unity as soon as possible of the date upon which you are required to attend. Further, you must give Australian Unity proof of your attendance, as well as details regarding the duration of this attendance and the amount received in respect of such jury service.

9.9 Study leave

- a) Australian Unity will support and encourage individual employees to improve their overall competency and promotional opportunities by studying in their own time and acquiring additional qualifications.
- b) If you are a full-time employee, you will 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 study/exam leave is only applicable where you are undertaking a course of study that has been approved by Australian Unity, is relevant to the position you hold and forms part of your development plan.

- c) If you are a part-time employee and you work not less than four (4) shifts per fortnight and you have a minimum of one (1) years' service with Australian Unity, you will be entitled to study/examination leave under this clause, on a pro rata basis.
- d) Leave entitlements under this clause shall not accumulate from year to year and are subject to prior approval from management.
- e) If Australian Unity requests that an employee undertake additional study critical to the effective operations of the facility, Australian Unity will fully fund the cost of this training and ensure this time is paid time at the employee's ordinary rate of pay.
- f) You must consult with your manager regarding your study/leave commitments and apply for study leave in advance. All study leave must be approved by your manager before leave is taken. Australian Unity shall not unreasonably withhold approval for such leave.

9.10 NAIDOC Leave

- a) Australian Unity recognises that reconciliation between Aboriginal and Torres Strait Islander peoples and other Australians is vital to our future as a nation.
- b) If you are a permanent employee Australian Unity provides a single day's leave each year (non-accruing) to attend an event(s) during NAIDOC week. This leave must be taken on a single calendar day during a week recognised as NAIDOC week in either their work region or country/nation.
- c) Upon request NAIDOC Week Leave may be substituted for a single day's leave to participate in other ceremonies, festivals or events of national or regional significance to Aboriginal or Torres Strait Islander communities.
- d) To access an entitlement to NAIDOC week leave you must submit a leave application at least 14 days prior to the leave commencing and where requested provide satisfactory evidence that the absence is because the employee is attending the event.

- e) The manager may consider the application for leave in light of business operational requirements.

9.11 Family and Domestic Violence Leave

- a) Australian Unity recognises that domestic violence is a serious issue in our community and may affect your attendance or performance at work. Australian Unity seeks to develop a supportive workplace for employees who are victims of family violence.
- b) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by an immediate family member or a member of the employee's household against another member of the person's family or household.
- c) If you are a permanent employee and you are directly experiencing family violence you will have access to five (5) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence. These five (5) days are in addition to other paid leave entitlements detailed in this Agreement and are paid at your ordinary rate of pay for the hours you would have worked on that day.
- d) If required by Australian Unity, you must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by the police service, a court, a doctor, a family violence support service, or a lawyer.
- e) Australian Unity, where appropriate, may facilitate flexible working arrangements subject to operational requirements including but not limited to, amendments to working hours, work location and contact information. Where flexible working arrangements are provided, payment under this clause will not apply.
- f) Australian Unity will take all reasonable measures to ensure that any personal information provided by you concerning your experience of family and domestic violence is kept confidential.

9.12 Union Training Leave

- a) Australian Unity will provide 5 days unpaid leave per year where you are nominated by the union to attend a course organised and conducted by the union. Australian Unity will not unreasonably refuse a request for union training leave subject to the following:
- i. Australian Unity is provided with not less than four (4) weeks' written notice of nomination from the Union, setting out the time, dates, content and venue of the course you have been nominated to attend;
 - ii. You will receive a maximum of 5 days of training per financial year where nominated by your union;
 - iii. Not more than one (1) employee will be released from a site for union training at any one time;
 - iv. That the Employer is satisfied that the course will assist in reducing work place disputes and in advancing industrial harmony within the organisation; and
 - v. Your attendance at the course will not cause disruptions to the effective delivery of services to Australian Unity's clients.

10 The Work We Do

At a Glance

This section provides you with an understanding of the work we do delivering Independent and Assisted Living Services. The roles in the 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 the minimum rate we pay for each of the roles in our Classification Structure.

10.1 How is your classification determined?

- a) The classification table in clause 10.2 describes the work performed at each level and the corresponding minimum pay rates associated with each classification.
- b) The classification structure is based on annual competency assessment are designed to remunerate an employee according to how their skills contribute to the care of our residents.
- c) A Competency based classification gives you the chance to earn more money and to be promoted when you can show you have developed more of the skills needed and valued by Australian Unity and our residents.
- d) Australian Unity reserves the right to appoint you to a level that suits your skills and experience .This may be a higher classification than the usual entry point if you can demonstrate to the satisfaction of Australian Unity an appropriate level of:

- i. knowledge;
 - ii. experience;
 - iii. competency;
 - iv. qualifications; and
 - v. area of speciality.
- e) Progression to higher classifications is dependent on you demonstrating competency in all areas, and meeting the pre-requisites set out in clause 10.2 and consistently demonstrating competency in all areas, as observed by Australian Unity.
- f) Prior written approval from your manager is required for all appointments.
- g) For the purposes of progression between Levels for all Registered Nurses and Enrolled Nurses, a “year” means 1976 hours of work.
- h) Experience for the purposes of appointment for Endorsed Enrolled Nurses, Registered Nurses and Nursing Assistant Team Leader means all relevant training, experience and skills as an Endorsed Enrolled Nurse, Registered Nurse or Nursing Assistant other than such experience predating any break of five or more consecutive years shall be counted for the purposes of determining the appropriate pay point on appointment.
- i) If you are a Registered Nurse, Endorsed Enrolled Nurse or Assistant Nurse, your manager will assess your competency in accordance with clause 10.2 in the role. Should you fail to demonstrate the required competency for the position, you will not be progressed to the next pay level, irrespective of whether you hold the necessary experience.
- j) Experience for the purposes of appointment for Registered Nurses means - full-time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed). Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience

in the lower grade or sub-grade for the purposes of determining such employee's experience. Where an employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.

10.2 Understanding the work we do?

Role Title	Role Description	Pre-requisite skill/competency
Care Services Employee- Grade 1	"Care Services Employee Grade 1" is an employee who works under limited supervision and within established guidelines including compliance with documentation requirements. Duties include but are not limited to personal care tasks and daily hygiene e.g. assisting with showers or baths, shaving, cutting nails, lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals and general assistance in a full range of domestic duties. Under direct supervision, this employee will also provide assistance to a higher grade employee.	
Care Services Employee- Grade 2	"Care Services Employee Grade 2" is an employee who is responsible for the quality of their own work, subject to general supervision including compliance with documentation requirements. Duties include but are not limited to, assisting residents with medication, simple wound dressing and implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temp and pulse checks; blood sugar level checks, and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both hyper and hypoglycaemia. Recognise report and respond appropriately to changes in the condition of residents, within the	1. Employees at this grade will hold a Certificate 3 qualification.

	skills and competence of the employee and the policies and procedures of Australian Unity. Assist in the development and implementation of resident care plans and programs of activities for residents under the supervision of a higher graded employee. Assist in the planning, cooking and preparation of a full range of meals.	
Care Services Employee- Grade 3	"Care Services Employee Grade 3" is an employee who fulfils the duties of a Care Services Employee Grade 1 and 2 and has responsibility for leading and/or supervising the work of others, or is required to work individually or with minimum supervision, and may have been given overall responsibility for a particular function within the site. An employee may also be qualified and required to deliver medication to residents in high care places as defined by the Aged Care Act. Typical work includes but is not limited to, the provision of personal care to residents, scheduling of work programs on a routine and regular basis, develop and implement programs of activities for residents, and the development of resident care plans. Employees in this grade may drive a minibus or larger vehicle.	1. Employees at this grade will hold a Certificate 3 qualification.
Care Services Employee- Grade 4	"Care Services Employee Grade 4" is an employee who has responsibility for leading and/or supervising the work of others in excess of that required of a Grade 3, or is required to work individually or with indirect/minimum supervision. Grade 4 employees may be required to exercise any or all managerial functions in relation to the operation of the site and comply with the documentation requirements of Australian Unity. Typical work includes but is not limited to overall responsibility for the provision of personal care to residents, schedule work programs,	1. Employees at this grade will hold a Certificate Level IV in Aged Care or other appropriate qualification/experience acceptable to Australian Unity. 2. Appointment at managerial discretion based on relevant employee qualifications and experience.

	and coordinate and direct the work of employees in lower grades.	
Care Services Employee- Grade 5	"Care Services Employee Grade 5" means an employee who has responsibility for supervision of the entire site, and may be required to exercise any or all managerial functions in relation to the operation of the facility and comply with the documentation requirements of Australian Unity.	1. Employees at this grade will hold a Certificate Level IV in Aged Care or other appropriate qualification/experience acceptable to Australian Unity. 2. Appointment at managerial discretion based on relevant employee qualifications and experience.
Nursing Assistant	An "Assistant in Nursing" is an employee other than a Registered or Enrolled Nurse who is employed to perform nursing duties.	1. Employees at this grade will hold a Certificate Level III in Nursing or other appropriate qualification/experience acceptable to Australian Unity.
Nursing Assistant-Team Leader	A Nursing Assistant – Team Leader fulfils the duties of a Nursing Assistant and has additional responsibilities including, but not limited to, supervising Nursing Assistants, assisting Registered Nurses with completing assessments and developing care plans, administering medications and minor wound dressings.	1. Employees at this grade will hold a Certificate Level III in Nursing or other appropriate qualification/experience acceptable to Australian Unity. 2. Appointment at managerial discretion based on relevant employee qualifications and experience.
Endorsed Enrolled Nurse Level 1	An "Endorsed Enrolled Nurse Level 1" is an employee who has completed a Nursing and Midwifery Board of Australia approved Cert IV - Nursing and has not more than 1 year experience. On completion of each year of experience and where the employee demonstrates they have met the required competency for the role in accordance with clause 10.1 of this Agreement, the employee will progress to the next increment up to and including Endorsed Enrolled Nurse - Level 5	1. Holds Certificate Level IV – Nursing 2. Has not more than 1 year of experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of an Enrolled Nurse at this level.
Endorsed Enrolled Nurse Level 2	An "Endorsed Enrolled Nurse Level 2" is an employee who has completed a Nursing and Midwifery Board of Australia approved Diploma of Nursing and has not more than 2 years' experience. On completion of each year of experience and where the employee demonstrates they have met the required competency for	1. Holds a Diploma of Nursing 2. Has not more than 2 years of experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of an Enrolled Nurse at this level.

	the role in accordance with clause 10.1 of this Agreement, the employee will progress to the next increment up to and including Endorsed Enrolled Nurse - Level 5	
Endorsed Enrolled Nurse Level 3	An "Endorsed Enrolled Nurse Level 3" is an employee who has not more than 3 years' experience. The employee is required to demonstrate timeliness and flexibility in decision making, ability to organise own workload (including appropriate prioritisation) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of residents.	1. Meets the pre-requisites of Enrolled Nurse Level 2 2. Has not more than 3 years of experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of an Enrolled Nurse at this level.
Endorsed Enrolled Nurse Level 4	An "Endorsed Enrolled Nurse Level 4" is an employee who has 4 or more years' experience. The employee is required to assist by contributing information for the development of nursing improvements within their own practice and that of the team. The employee will work with minimal direct supervision and demonstrate sound judgement by identifying situations requiring assistance from a Registered Nurse.	1. Meets the pre-requisites of Enrolled Nurse Level 3 2. Has four or more years of experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of an Enrolled Nurse at this level.
Endorsed Enrolled Nurse Level 5	An "Endorsed Enrolled Nurse Level 5" is an employee who has more than five years' experience (a minimum of two years of which is with Australian Unity). This employee should have completed additional gerontology training of at least 80 hours (comprising either whole or part of a qualification). Appointment is subject to management discretion.	1. Meets the pre-requisites of Enrolled Nurse Level 4 2. Has five or more years of experience 3. A minimum of 2 years' experience at Australian Unity 4. Completed additional gerontology training of not less than 80 hours 5. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of an Enrolled Nurse at this level.
Enrolled Nurse Team Leader	A "Enrolled Nurse Team Leader" is an employee who has completed a Nursing and Midwifery Board of Australia approved Cert IV - Nursing and is required to lead and manage a team and/or department including, but not limited to, rostering, finance management and	1. Appointment at managerial discretion based on relevant employee qualifications and experience

	overall care of residents. The employee will demonstrate leadership behaviours and coach and mentor employees for optimum performance outcomes. An employee does not progress to this role; appointment is subject to management discretion.	
Registered Nurse Level 1	A "Registered Nurse Level 1" is an employee who has completed an appropriate tertiary degree in nursing and enrolled on a register or rolls maintained by the APHRA (nurses board). This employee will have less than 12 months practical experience since registration.	1. Holds an appropriate tertiary degree in nursing and enrolled on a register or rolls maintained by the APHRA 2. Will have less than 12 months practical experience since registration
Registered Nurse Level 2	A "Registered Nurse Level 2" has additional duties and qualifications to a Registered Nurse Level 1. The employee delivers direct and comprehensive nursing care across the facility. The employee is responsible for planning and coordinating services related to the residents. This employee will have not more than two years practical experience and will work under the supervision of a more senior nurse.	1. Meets pre-requisites for a Registered Nurse Level 1 2. Has not more than two years practical experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of a Registered Nurse at this level.
Registered Nurse Level 3	A "Registered Nurse Level 3" who, in addition to the duties and qualifications in Levels 1 and 2, will have more than two years practical experience. This employee will work with some supervision and be able to undertake care duties which regularly require the exercise of imitative and professional judgement.	1. Meets pre-requisites for a Registered Nurse Level 2 2. Has more than two years practical experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of a Registered Nurse at this level.
Registered Nurse Level 4	A "Registered Nurse Level 4" is an employee has over 4 years' practical experience and has additional duties to a Registered Nurse Level 3 and will work with limited supervision. Employees do not progress to this position, they are appointed by management discretion. Appointment will depend upon the level of complexity associated with the duties which include, but are not limited to, providing leadership and role modelling, contributing to the	1. Meets pre-requisites for a Registered Nurse Level 3 2. Has over 4 years' experience

	development of nursing and health unit policy for the provision of quality nursing care, being accountable for the facility implementation and evaluation of systems and clinical operational planning to ensure the standard of nursing care.	
Registered Nurse Level 5	A "Registered Nurse Level 5" is an employee who ideally has over 5 years' experience, and in addition to the skills and qualifications required in the lower graded nursing levels, is responsible for the provision of a high standard of care for residents. The employee is in-charge of the facility and supervision of staff outside of the ordinary span of hours and reports directly to the Clinical Care Manager or site Manager. Employees do not progress to this position, they are appointed by management discretion.	1. Meets pre-requisites for a Registered Nurse Level 4 2. Has over 5 years' experience 3. Appointed at manager's discretion.
Registered Nurse, Clinical / Specialist	A "Registered Nurse, Clinical/ Specialist" is an employee appointed to this role by management discretion, is responsible for management of clinical staff and works on special clinical based projects which may include projects associated with ACFI, wound management and infection control.	1. Appointment at managerial discretion based on relevant employee qualification and experience
Food Services Assistant Grade 1	A "Food Services Assistant Grade 1" is responsible for catering and cleaning duties under supervision but who does not possess any formal qualifications other than a Safe Food Handling Certificate.	1. Holds a Safe Food Handling Certificate
Food Services Assistant Grade 2	A "Food Services Assistant Grade 2" is an employee who performs catering and or cleaning duties under limited supervision. The employee will have completed formal qualifications in addition to the Safe Food Handling Certificate.	1. Meets the pre-requisites of Food Services Assistant Grade 1. 2. Holds relevant formal qualifications. 3. Appointed at manager's discretion where the need exists.
Food Services Assistant Grade 3	A "Food Services Assistant Grade 2" is an employee who performs catering and or cleaning duties with a medium level of accountability or discretion, with limited supervision.	1. Meets the pre-requisites of Food Services Assistant Grade 1. 2. Holds relevant formal qualifications.

	The employee will have completed formal qualifications in addition to the Safe Food Handling Certificate. An employee at this level may be responsible for the supervision of other Food Service Assistants.	3. Appointed at manager's discretion where the need exists.
Cook Grade 1	A "Cook Grade 1" is an employee who prepares and cooks meals for residents and who is required to work autonomously. The Cook may look to adjust menu items to suit the needs of the residents or the department.	1. Holds relevant formal qualifications. 2. Holds a Safe Food Handling Certificate
Cook Grade 2	Cook Grade 2 is an employee who performs cooking and related duties as outlined in lower grades. At these grades, employees will have an expert level of skill and experience, strong customer service practices and OH&S capability, leading to an enhanced overall experience for the resident.	1. Holds relevant formal qualifications. 2. Holds a Safe Food Handling Certificate 3. Appointment to this level is at the discretion of management, and is dependent on a business requirement for this level of capability.
Cook Grade 3	Cook Grade 3 is an employee who performs cooking and related duties as outlined in lower grades and that of Chef. In addition to the responsibilities of Cook Grade 2, the employee initiates and supports improving processes, and their behaviours and leadership are to be an example to those around them.	1. Holds relevant formal qualifications. 2. Holds a Safe Food Handling Certificate 3. Appointment to this level is at the discretion of management, and is dependent on a business requirement for this level of capability.
Chef	A "Chef" is an employee, whose duties include the supervision and rostering of the catering department, ordering all catering stores within a set budget, preparing and planning resident menus, and lead designated areas of best practice to initiate and support process improvement. The Chef will have completed a three year apprentice and hold a chef qualification.	1. Holds relevant formal chef qualification. 2. Holds a Safe Food Handling Certificate
Administration Officer -Grade 1	"Administration Officer - Grade 1" is an employee who works under direct supervision, performing administrative work of mostly a repetitive and routine nature. This work involves the completion of prescribed and standard administration duties including but	

	not limited to reception, switchboard, word processing, data entry and similar computer operations.	
Administration Officer-Grade 2	"Administration Officer - Grade 2" is an employee who works under limited supervision performing administration duties which require the independent initiative and judgement in addition to performing the duties of an Administration Officer – Grade 1 an "Administration Officer- Grade 2" performs administrative duties which may include but are not limited to ledger posting or similar accounting operations; book keeping, computer operating tasks of a more complex nature and the direct supervision of at least two other administration employees.	1. Appointment to this level at management discretion and is dependent on a business requirement for this level of capability.
Administration Officer- Grade 3	"Administration Officer - Grade 3" is an employee who may work without supervision, performing clerical duties which regularly require the exercise of independent initiative and judgement and who has knowledge of office procedures and the employer's business. In addition to performing the duties of an Administration Officer – Grade 1-2 they demonstrate a capacity to initiate and support improving processes, and their behaviours and leadership are to be an example to those around them. They will possess comprehensive computer knowledge and be able to support others with technology. .	1. May possess formal qualifications at Certificate or Associate Diploma level 2. Appointment to this level at management discretion and is dependent on a business requirement for this level of capability.
Gardener - Entry	A "Gardener - Entry" is an employee who performs general gardening duties under supervision and direction, and who does not possess any formal qualifications.	1. Appointment at managerial discretion based on relevant employee experience.
Gardener - Trade	A "Gardener - Trade" is an employee who performs general gardening duties with limited supervision. The employee will hold a formal qualification and First Aid Certificate.	1. Holds a relevant formal qualification and first aid certificate. 2. Appointment at managerial discretion based on relevant employee qualifications and experience
Head Gardener - Grade 1	A "Head Gardener" is an employee who in addition to the duties of a	1. Meets the pre-requisites of Gardener- Trade

	"Gardener - Trade", demonstrates advanced experience and expertise and is responsible for the delivery of garden maintenance within budget to enhance the overall resident experience. The employee will initiate and support continuous improvement and is responsible for all gardening employees at their site.	2. Holds a recognised certificate in gardening and horticulture and a first aid certificate. 3. Appointment at managerial discretion based on relevant employee qualifications and experience
Head Gardener - Grade 2	A "Head Gardener - Grade 2" is an employee who performs the duties of a "Head Gardener- Grade 1" and has an expert level of skill and experience, strong customer service practices and OH&S capability, leading to an enhanced overall experience for the resident. They demonstrate a capacity to initiate and support improving processes, plan forthcoming work and implement to the plan, and their behaviours and leadership are to be an example to those around them.	1. Meets the pre-requisites of Head Gardener- Grade 1 2. Holds a recognised certificate in gardening and horticulture and a first aid certificate. 3. Appointment at managerial discretion based on relevant employee qualifications and experience
Maintenance - Entry	"Maintenance - Handyperson" is an employee who carries out repairs of a minor nature to buildings, equipment, appliances and similar items not calling for trade skills. Tasks may include minor repairs to external and internal buildings and structures, doors, windows, flooring, lighting; repair and maintenance of machinery and equipment; maintenance of tiling, painting.	1. Appointment at managerial discretion based on relevant employee experience
Maintenance - Tradesperson	"Maintenance - Tradesperson" is an employee who carries out the more complicated repairs to buildings, equipment and appliances calling for trade skills. Trade skills and tasks may include a combination of installing, repairing and maintaining, testing, modifying on complex equipment and machinery. General maintenance and construction work such as building fences, repairing complex building structures; welding; major preparation and installation of tiling; bricklaying; rendering; plumbing including installation of new pipes,	1. Holds a relevant formal qualification 2. Holds a First Aid Certificate

	drains, tubs, faucets, and other plumbing fixtures and equipment; painting, including large scale preparation, mixes and applies paints to surfaces on a large scale; mixes and applies plaster on building rather than in repairs; installation, alteration, maintenance, and repair of wiring systems and electrical fixtures and equipment. An employee at this grade may be responsible for maintenance of one or more sites and the supervision of employees performing maintenance or gardening duties.	
Maintenance - Team Leader	A "Maintenance Team Leader" is an employee who in addition to the duties and requirements of "Maintenance - Trade", demonstrates advanced experience and expertise and is responsible for the delivery of maintenance within budget to enhance the overall resident experience. Employees at this level will have strong customer service practices and WHS capability. The employee will initiate and support continuous improvement and is responsible for all maintenance employees at their site.	1. Appointment at managerial discretion based on relevant employee experience
Motor Vehicle Driver	A "Motor Vehicle Driver" is an employee who performs minor vehicle maintenance/repair work and transports residents/clients in a health care setting.	1. Holds relevant driving licence with a clear driving record.
Laundry Assistant	A "Laundry Assistant" is an employee who works under general supervision and is responsible for general laundry duties.	
Laundry Team Leader	"Laundry Team Leader" is an employee who assists in the supervision of laundry staff and is required to perform laundry duties as required.	
Cleaner	A "Cleaner" is an employee who works under general supervision and is responsible for the general cleaning within an Aged Care facility.	

Lifestyle Officer	A "Lifestyle Officer" is an employee who may hold formal qualifications in Divisional Therapy or similar and works under general supervision whilst implementing and carrying out lifestyle activities for residents. This may include assisting a therapist, diversional therapist, dietician or supervisor with routine professional, recreational activity and personal care services.	1. Appointment at managerial discretion based on relevant employee experience
Lifestyle Team Leader	A "Lifestyle Team Leader" is an employee who is responsible for the delivery of lifestyle programs to residents. The employee is the direct supervisor of staff and will lead designated areas of best practice to support continuous improvement and lead by example.	1. Holds relevant formal qualifications in Divisional Therapy or similar 2. Holds a Cert II First Aid Cert level 2 3. Appointment at managerial discretion based on relevant employee experience

Appendix A- Wage Rates

	Year 1		Year 2		Year 3		Year 4	
	1 July 2018	1 January 2019	1 July 2019	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022
<i>Care Services Employee Grade 1</i>	\$ 22.40	\$ 22.73	\$ 23.07	\$ 23.41	\$ 23.76	\$ 24.11	\$ 24.47	\$ 24.83
<i>Care Services Employee Grade 2</i>	\$ 22.54	\$ 22.87	\$ 23.21	\$ 23.55	\$ 23.90	\$ 24.25	\$ 24.61	\$ 24.97
<i>Care Services Employee Grade 3</i>	\$ 23.31	\$ 23.66	\$ 24.01	\$ 24.37	\$ 24.73	\$ 25.10	\$ 25.47	\$ 25.85
<i>Care Services Employee Grade 4</i>	\$ 26.61	\$ 27.01	\$ 27.41	\$ 27.82	\$ 28.23	\$ 28.65	\$ 29.07	\$ 29.50
<i>Care Services Employee Grade 5</i>	\$ 28.39	\$ 28.81	\$ 29.24	\$ 29.67	\$ 30.11	\$ 30.56	\$ 31.01	\$ 31.47
<i>Nursing Assistant</i>	\$ 22.70	\$ 23.04	\$ 23.38	\$ 23.73	\$ 24.08	\$ 24.44	\$ 24.80	\$ 25.17
<i>Nursing Assistant- Team Leader</i>	\$ 24.85	\$ 25.22	\$ 25.59	\$ 25.97	\$ 26.35	\$ 26.74	\$ 27.14	\$ 27.54
<i>Endorsed Enrolled Nurse Level 1</i>	\$ 24.52	\$ 24.89	\$ 25.26	\$ 25.63	\$ 26.01	\$ 26.40	\$ 26.79	\$ 27.19
<i>Endorsed Enrolled Nurse Level 2</i>	\$ 25.03	\$ 25.40	\$ 25.78	\$ 26.16	\$ 26.55	\$ 26.94	\$ 27.34	\$ 27.75
<i>Endorsed Enrolled Nurse Level 3</i>	\$ 25.57	\$ 25.95	\$ 26.33	\$ 26.72	\$ 27.12	\$ 27.52	\$ 27.93	\$ 28.34
<i>Endorsed Enrolled Nurse Level 4</i>	\$ 26.09	\$ 26.47	\$ 26.86	\$ 27.26	\$ 27.66	\$ 28.07	\$ 28.49	\$ 28.91
<i>Endorsed Enrolled Nurse Level 5</i>	\$ 26.61	\$ 27.01	\$ 27.41	\$ 27.82	\$ 28.23	\$ 28.65	\$ 29.07	\$ 29.50
<i>Enrolled Nurse Team Leader</i>	\$ 26.93	\$ 27.33	\$ 27.73	\$ 28.14	\$ 28.56	\$ 28.98	\$ 29.41	\$ 29.85
<i>Registered Nurse Level 1</i>	\$ 27.84	\$ 28.39	\$ 28.95	\$ 29.52	\$ 30.11	\$ 30.71	\$ 31.17	\$ 31.63
<i>Registered Nurse Level 2</i>	\$ 29.31	\$ 29.90	\$ 30.49	\$ 31.09	\$ 31.71	\$ 32.34	\$ 32.82	\$ 33.31
<i>Registered Nurse Level 3</i>	\$ 30.79	\$ 31.40	\$ 32.02	\$ 32.66	\$ 33.31	\$ 33.97	\$ 34.47	\$ 34.98
<i>Registered Nurse Level 4</i>	\$ 32.36	\$ 33.01	\$ 33.67	\$ 34.34	\$ 35.02	\$ 35.72	\$ 36.25	\$ 36.79
<i>Registered Nurse Level 5</i>	\$ 40.25	\$ 41.05	\$ 41.87	\$ 42.70	\$ 43.55	\$ 44.42	\$ 45.08	\$ 45.75
<i>Registered Nurse Clinical/Specialist</i>	\$ 40.17	\$ 40.77	\$ 41.38	\$ 42.00	\$ 42.63	\$ 43.26	\$ 43.90	\$ 44.55
<i>Food Services Assistant Grade 1</i>	\$ 21.55	\$ 21.87	\$ 22.19	\$ 22.52	\$ 22.85	\$ 23.19	\$ 23.53	\$ 23.88
<i>Food Services Assistant Grade 2</i>	\$ 23.40	\$ 23.75	\$ 24.10	\$ 24.46	\$ 24.82	\$ 25.19	\$ 25.56	\$ 25.94
<i>Food Services Assistant Grade 3</i>	\$ 24.50	\$ 24.86	\$ 25.23	\$ 25.60	\$ 25.98	\$ 26.36	\$ 26.75	\$ 27.15
<i>Cook Grade 1</i>	\$ 23.76	\$ 24.11	\$ 24.47	\$ 24.83	\$ 25.20	\$ 25.57	\$ 25.95	\$ 26.33
<i>Cook Grade 2</i>	\$ 24.18	\$ 24.53	\$ 24.89	\$ 25.26	\$ 25.63	\$ 26.01	\$ 26.40	\$ 26.79

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<i>Cook Grade 3</i>	\$ 25.65	\$ 26.03	\$ 26.42	\$ 26.81	\$ 27.21	\$ 27.61	\$ 28.02	\$ 28.44
<i>Chef</i>	\$ 26.75	\$ 27.15	\$ 27.55	\$ 27.96	\$ 28.37	\$ 28.79	\$ 29.22	\$ 29.65
<i>Administration Officer -Grade 1</i>	\$ 23.75	\$ 24.10	\$ 24.46	\$ 24.82	\$ 25.19	\$ 25.56	\$ 25.94	\$ 26.32
<i>Administration Officer-Grade 2</i>	\$ 26.15	\$ 26.54	\$ 26.93	\$ 27.33	\$ 27.73	\$ 28.14	\$ 28.56	\$ 28.98
<i>Administration Officer- Grade 3</i>	\$ 27.34	\$ 27.75	\$ 28.16	\$ 28.58	\$ 29.00	\$ 29.43	\$ 29.87	\$ 30.31
<i>Gardener - Entry</i>	\$ 21.68	\$ 22.00	\$ 22.33	\$ 22.66	\$ 22.99	\$ 23.33	\$ 23.67	\$ 24.02
<i>Gardener - Trade</i>	\$ 22.56	\$ 22.90	\$ 23.24	\$ 23.58	\$ 23.93	\$ 24.28	\$ 24.64	\$ 25.00
<i>Head Gardener - Grade 1</i>	\$ 24.70	\$ 25.06	\$ 25.43	\$ 25.81	\$ 26.19	\$ 26.58	\$ 26.97	\$ 27.37
<i>Head Gardener - Grade 2</i>	\$ 26.12	\$ 26.50	\$ 26.89	\$ 27.29	\$ 27.69	\$ 28.10	\$ 28.52	\$ 28.94
<i>Maintenance - Entry</i>	\$ 24.35	\$ 24.71	\$ 25.08	\$ 25.45	\$ 25.83	\$ 26.21	\$ 26.60	\$ 26.99
<i>Maintenance - Tradesperson</i>	\$ 24.91	\$ 25.28	\$ 25.65	\$ 26.03	\$ 26.42	\$ 26.81	\$ 27.21	\$ 27.61
<i>Maintenance - Team Leader</i>	\$ 27.80	\$ 28.21	\$ 28.63	\$ 29.05	\$ 29.48	\$ 29.92	\$ 30.36	\$ 30.81
<i>Motor Vehicle Driver</i>	\$ 26.11	\$ 26.49	\$ 26.88	\$ 27.28	\$ 27.68	\$ 28.09	\$ 28.51	\$ 28.93
<i>Laundry Assistant</i>	\$ 21.50	\$ 21.82	\$ 22.14	\$ 22.47	\$ 22.80	\$ 23.14	\$ 23.48	\$ 23.83
<i>Laundry Team Leader</i>	\$ 23.64	\$ 23.99	\$ 24.34	\$ 24.70	\$ 25.07	\$ 25.44	\$ 25.82	\$ 26.20
<i>Cleaner</i>	\$ 21.50	\$ 21.82	\$ 22.14	\$ 22.47	\$ 22.80	\$ 23.14	\$ 23.48	\$ 23.83
<i>Lifestyle Officer</i>	\$ 23.64	\$ 23.99	\$ 24.34	\$ 24.70	\$ 25.07	\$ 25.44	\$ 25.82	\$ 26.20
<i>Lifestyle Team Leader</i>	\$ 29.38	\$ 29.82	\$ 30.26	\$ 30.71	\$ 31.17	\$ 31.63	\$ 32.10	\$ 32.58

The Australian Unity Independent & Assisted Living NSW Traditional Model Enterprise Agreement 2018

Executed as an Agreement

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



Witness

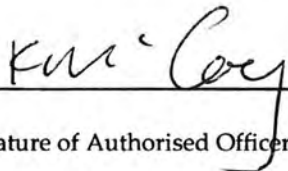
NICHOLAS GOLD

Name in full (please print)

114 ALBERT RD. STH MELBOURNE

Address of witness (please print)

Date:



Signature of Authorised Officer

KEVIN MCCOY

Name of Authorised Officer (please print)

114 ALBERT RD. STH MELBOURNE

Address of Authorised Officer (please print)

CEO, INDEPENDENT AND ASSISTED LIVING.

Authority of Authorised Officer (please print)

Signed by representatives of Employees covered by this Agreement:

M Thomas, 10/9/18.

Signature and Date

Maureen Thomas,

Name in full (please print)

Laundry. T/L,

Position

Ashish Parikh, 10/9/18

Signature and Date

Ashish Parikh.

Name in full (please print)

Cook / catering officer.

Position

ANNEXURE A

Application for approval of the Australian Unity Independent and Assisted Living NSW Traditional Model Enterprise Agreement 2018

Undertakings

Pursuant to section 190 of the *Fair Work Act 2009 (Cth)* (Act), Australian Unity Care Services Pty Ltd and Australian Unity Retirement Living Management Pty Ltd (collectively 'Australian Unity') provides the following undertakings in respect of the Australian Unity Independent and Assisted Living NSW Traditional Model Enterprise Agreement 2018 (the Agreement).

1. Clause 4.6- When Change occurs- An addition to clause 4.6 shall read:
"4.6(f) In addition to the above, as soon as practicable after proposing to introduce a change to your regular roster or ordinary hours of work, Australian Unity will invite you to give your view about the impact of the change."
2. Clause 8.6- When you work overtime- An addition to clause 8.6 shall read:
"8.6(e) For Aged Care Employees, you will be paid in accordance with clause 8.6(c) for all hours worked in excess of your rostered ordinary hours on any one day"
3. Clause 8.9- If you accept work at a lower classification- This clause is applicable to aged care employees only and is intended to apply to work that you accept to perform in addition to your contracted hours and does not apply to your substantive classification. An employee's contracted hours must still be met or paid at your substantive pay rate in accordance with Appendix A.
4. Clause 10.2 Understanding the work we do- the classification descriptors for Registered Nurse Levels 2-5 shall be replaced in full and will now read as follows:

Role Title	Role Description	Pre-requisite skill/competency
Registered Nurse Level 2	A "Registered Nurse Level 2" performs the duties of a Registered Nurse Level 1. The employee delivers direct and comprehensive nursing care across the facility. The employee is responsible for coordinating services related to the residents. This employee	1. Meets pre-requisites for a Registered Nurse Level 1 2. Has not more than two years practical experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of a Registered

	will have not more than two years practical experience and will work under the supervision of a more senior nurse.	Nurse at this level.
Registered Nurse Level 3	A "Registered Nurse Level 3" who, performs the duties of a Registered Nurse Level 1 and 2, will have more than two years practical experience. This employee will work with some supervision and be able to undertake care duties which regularly require the exercise of initiative and professional judgement.	1. Meets pre-requisites for a Registered Nurse Level 2 2. Has more than two years practical experience 3. Prior to moving into this grade, the manager must assess that the employee is competent to perform the duties of a Registered Nurse at this level.
Registered Nurse Level 4	A "Registered Nurse Level 4" is an employee has over 4 years' practical experience and has additional duties and qualifications to a Registered Nurse Level 3 and will work with limited supervision. Employees do not progress to this position, they are appointed by management discretion. Appointment will depend upon the level of complexity associated with the duties which include, but are not limited to, providing leadership and role modelling, contributing to the development of nursing and health unit policy for the provision of quality nursing care, supporting a more senior nurse with implementation and evaluation of systems and clinical operational planning to ensure the standard of nursing care.	1. Meets pre-requisites for a Registered Nurse Level 3 2. Has over 4 years' experience
Registered Nurse Level 5	A "Registered Nurse Level 5" is an employee who ideally has over 5 years' experience, and in addition to the skills and qualifications required in the lower graded nursing levels, is responsible for the provision of a high standard of care for residents. The employee may be in-charge of the facility and	1. Meets pre-requisites for a Registered Nurse Level 4 2. Has over 5 years' experience 3. Appointed at manager's discretion.

	supervision of staff outside of the ordinary span of hours from time to time and reports directly to the Clinical Care Manager or site Manager.	
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5. Clause 4.5(c)- Learning and development- For the purpose of this clause compulsory training means training that is required by Legislation and may include safety or other regulatory training.

6. Clause 5.2 What meal and tea breaks do I get?- An addition to clause 5.2 shall read:

“Where you are required to be on duty during a meal break, you will be paid overtime for all time worked until the meal break is taken.”

7. Clause 2.6(a)(xiv)- Definitions- An addition to this clause shall read:

“and the Australian Nursing and Midwifery Federation- NSW Branch.”

8. Appendix A- Wage Rates- The Registered Nurse Level 4 wage rates shall be replaced in full and will now read:

1 July 18	1 Jan 19	1 July 19	1 Jan 20	1 July 20	1 Jan 21	1 July 21	1 Jan 22
\$33.95	\$34.63	\$35.32	\$36.03	\$36.75	\$37.48	\$38.23	\$39.00

9. Appendix A- Wage Rates- The Registered Nurse Clinical/Specialist wage rates shall be replaced in full and will now read:

1 July 18	1 Jan 19	1 July 19	1 Jan 20	1 July 20	1 Jan 21	1 July 21	1 Jan 22
\$41.60	\$42.43	\$43.28	\$44.15	\$45.03	\$45.93	\$46.85	\$47.79

10. 10.5 How your work is organised- An addition to clause 5 shall read:

“5.3 How should I be rostered?”

- a) *You will be rostered with a break of no less than eight (8) hours between the completion of one shift and the commencement of another work period. Should you not be provided with a break in accordance with this subclause you will you will be paid at the rate of double time until such break is taken.*
- b) *If you are a permanent employee and you work overtime, you will be provided with a 10 hour break without loss of pay for ordinary working time occurring during such absence. Should you not be provided with a break in accordance with this subclause you will you will be paid at the rate of double time until such break is taken.*

c) You will be rostered free from duty for four (4) full days in each fortnight or eight (8) full days in each 28-day cycle.

11. Clause 10.1 How is your classification determined? - Clause 10.1(j) to be removed in full.

12. Clause 10.1 How is your classification determined?- An addition to clause 10.1(e) shall read:

"You will not unreasonably be declined an increase in classification or held back from progression for an extended period of time".

Signed for and on behalf of Australian Unity

Name: Hayley Taylor

Position: Senior Industrial Relations Consultant

Signature:

A handwritten signature in black ink, appearing to read 'H. Taylor', is written over a light grey rectangular background.

Date: 21 February 2019