

Our Agreement

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Our Aims and Commitments

1.1 Introduction (new)

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

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

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

One of the ways we can help ensure that it is a great place to work is through the terms and conditions we provide our employees, which are set out in our Australian Unity Home and Disability Services NSW Enterprise Agreement 2018.

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

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

Kevin McCoy
CEO, Independent & Assisted Living
September 2017

1.2 What this Agreement is all about (new)

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

This Agreement aims to:

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

1.3 Our guiding principles (new)

- a. In everything we do, we will strive to be *Bold, Warm* and *Honest*;
- b. We have a genuine interest in the wellbeing of our people and our clients;
- c. We recognise the right of clients to direct their care including their choice of service type, time and the people assigned to their care;
- d. We strive for superior levels of service to internal and external clients;
- e. We respect client choice regarding their care and service needs and requirements;
- f. We have a shared commitment to creating a safe work place and a more viable and competitive organisation;
- g. We respect and value diversity and inclusion in the workplace and an environment that fosters communication, involvement and teamwork;
- h. We strive for a free exchange of relevant information and ideas;
- i. We value and encourage open communication and idea generation.

The Technical Matters

<At a Glance>

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

2.1 Title of the Agreement (Admin- clause 2, CW- Clause 1)

- a. This Agreement shall be known as The Australian Unity Home and Disability Services NSW Enterprise Agreement 2018.
- b. This Agreement is established through consultation with the Australian Unity Home and Disability Services employees, management of Australian Unity, United Voice (NSW Branch) and the Community and Public Sector Union.

2.2 Scope of the Agreement (Admin- clause 3, CW- Clause 2)

- a. This Agreement shall be binding upon Home Care Service NSW employees covered under the Social, Community, Home Care and Disability Services Industry Award 2010, who are employed to carry out Home Care services to clients under the following entity:
 - i. Australian Unity Home Care Service Pty Ltd (ABN - 73 609 694 475, ACN- 609 694 475) ('Australian Unity'); and
 - ii. to whom the minimum rates in the Classification Structure apply.
 - iii. This Agreement operates to the exclusion of any Federal or State Award(s), Modern Award, other certified, lodged or registered workplace agreements

2.3 Duration and effect (Admin- clause 3, CW- Clause 4)

- a. The Agreement will commence operating on the day that is twenty one (21) days after the day it is approved by the Fair Work Commission (**Commencement Date**).
- b. The Agreement will operate from the Commencement Date for a period of two (2) years from that date (**Nominal Term**).
- c. From the Commencement Date, the Agreement comprehensively and entirely replaces any Award, Enterprise Agreement or other industrial instrument that could otherwise have applied to or covered any of the Employees.

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

2.4 No extra claims (Admin- new, CW- Clause 5)

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

2.5 Definitions (Admin- clause 4, CW- Clause 6)

- a. Where a term of this Agreement has a corresponding definition in the Act or the Regulations, the definition in the Act or the Regulations shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act or the Regulations.
 - i. **Act** means the *Fair Work Act 2009 (Commonwealth)* and associated Regulations, as amended from time to time, including consideration of the NES.
 - ii. **Administration employee** means an employee, other than a Home Services Employee, in accordance with the Classification Structure in 10.1 of this Agreement.
 - iii. **Agreement** means this enterprise workplace agreement.
 - iv. **Australian Unity** means Australian Unity Home Care Service Pty Ltd [ABN 73 609 694 475].

- v. **Award/Modern Award** means the Social, Community, Home Care and Disability Services Industry Award 2010.
- vi. **Break** means any time between engagements for which you are not rostered to perform work as described in the Classification Structure in clause 10.1 and for which you are not paid for at the pay rates described in the table in Appendix A.
- vii. **By agreement** means a work arrangement mutually agreed by both the employer and employee.
- viii. **Copied State Award** means the *Crown Employees (Home Care Service of New South Wales – Administrative Staff) Award 2012 Copied State Award*
- ix. **Confidential Information** means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of the Group, or of any customer of the Group including, without limitation: information relating to Australian Unity's business or operational interests including marketing plans, business projections, business systems, customer and supplier information and lists, details of agreements and arrangements with third parties, all financial information, pricing schedules and all information concerning any employee, customer or agent of the Group.
- x. **Consecutive Engagements** means an Engagement that directly follows another Engagement with a break of less than one (1) hour in between those engagements.
- xi. **Employee** means an employee of Australian Unity, engaged in New South Wales in a role that is within one of the classifications in the Agreement (see clause 10 – The work we do).
- xii. **Employer**, means Australian Unity.
- xiii. **Engagements** are discrete periods of work not less than 30 minutes in duration where an Employee is rostered to perform work described in the appropriate classification.
- xiv. **FWC** means the Fair Work Commission.

- xv. **Home Services Employee** means an employee who is engaged to perform 'home care duties', in accordance with the Classification Structure in 10.1 of this Agreement.
- xvi. **Home Care Duties** means the provision of personal care, domestic assistance or other services inside a client's private residence, a respite or similar facility and within the community by an employee classified by this Agreement.
- xvii. **Immediate Family** has the meaning provided in the relevant provisions of the Act and includes:
- i. your spouse (including a former spouse, a same sex spouse, a de facto spouse and a former de facto spouse). A 'de facto spouse' means a person who lives with you as your spouse on a bona fide domestic basis; and
 - ii. you or your spouse's child (including an adopted child, a step-child, an ex-nuptial child and an adult child), parent, grandparent, grandchild or sibling.
- xviii. **"In the course of your duties"** means during your engagement.
- xix. **Meal break** is an unpaid Break of not less than 30 minutes or more than 60 minutes.
- xx. **NES** means the National Employment Standards as contained in the Act.
- xxi. **Ordinary hours** of work will be between 6.00 am and 8.00pm Monday to Sunday.
- xxii. **Ordinary rate of pay/Ordinary pay** includes base pay and over-Award payments for ordinary hours of work, in accordance with Appendix A. It does not include Shift or Weekend Penalties.
- xxiii. **Shift worker** for the purposes of the NES, a shift worker is an employee who works more than 4 ordinary hours on 10 or more weekends per year.
- xxiv. **Shift** means a period of not more than 12 hours made up of one or more engagements. A shift may consist of one or more consecutive Engagements, or may be broken with breaks between Engagements.

xxv. **Transferred Employee** means an employee who was employed under the Copied State Award when transferred to Australian Unity from the Department of Family and Community Services on 19 February 2016.

xxvi. **Union** - means United Voice, the Community and Public Sector Union or both as the case may be.

Our Agreed Terms

<At a Glance>

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

3. Types of Employment

3.1 Full time employment (Admin- new, CW- Clause 10A)

- a. If you are a full time Home Services Employee you will work an average of 38 hours per week or an average of 38 hours per week in a two week period.
- b. If you are a full time Administration Employee you will work an average of 37.5 hours per week or an average of 37.5 hours per week in a two week period.
- c. As a full time employee you will have at least four full days off work in each fortnight, or eight full days in each 28 day cycle.

3.2 Part time employment (Admin- clause 8, CW- Clause 10C)

- a. If you are a part-time employee you will be engaged to work less than a full time employee as described in clause 3.1a and 3.1b with your hours of work being reasonably predictable.
- b. As a part time employee you will have at least four full days off work in each fortnight, or eight full days in each 28 day cycle.

- c. Before commencing your part time employment, you will receive an offer in writing setting out the minimum number of weekly hours you will work and your manager will agree with you your availability to work these hours as explained in clause 5.2 of this agreement.
- d. The terms of your part-time employment agreement and availability periods as provided at 5.2 may be varied and any variation will be recorded in writing.
- e. If you are offered additional hours as a part time employee over and above your minimum agreed hours, your attendance to work those additional hours will mean you have accepted to work the additional hours at the ordinary time pay rate, subject to clause 8.2.
- f. The terms of this Agreement (except for allowances) apply to you as a part time employee on a pro rata basis and on the understanding that the ordinary weekly hours for full time employees are in accordance with clause 3.1(a) and 3.1(b).

Part time review of hours

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

adjustments to the employee's contract hours, subject to operational needs and the needs of the client.

3.3 Casual employment (Admin- clause 9 & 13A, CW- Clause 10D & 11)

- a. If you are a casual employee you will be engaged as such on an hourly basis.
- b. As a casual employee you will be paid a minimum of one (1) hour pay for each shift.
- c. A casual employee will work on average less than 20 ordinary hours per fortnight. Casuals working above 20 hours per fortnight will do so for relief purposes only.
- d. As a casual employee you will be paid per hour at the ordinary rate appropriate to your classification in accordance with Appendix A, plus a loading of 20% paid to you instead of the paid leave entitlements that are accrued by permanent employees.
- e. 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 or cumulative upon the casual loading described in clause 3.3d above.
- f. As a casual employee you will be paid shift allowances calculated on your ordinary time pay rate excluding the casual loading with the casual loading component then added back to the penalty rate of pay.
- g. As a casual employee, your employment may be terminated by either you or Australian Unity by providing 24 hours' notice. This does not affect the right of Australian Unity to dismiss you without notice for misconduct or other lawful cause that justifies summary dismissal. In such circumstances no notice obligations will apply.

Casual conversion to permanent employment

- h. Australian Unity will look to create permanent employment opportunities where operational requirements and customer needs allow and sustain permanency over casual employment.

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

3.4 Maximum term employment (Admin- new, CW- clause 19)

- a. A limited tenure or maximum term employee is an employee who is employed for a limited or maximum period of time. Limited tenure/maximum term employment will not be used for the repeated employment of an employee in an ongoing position.

3.5 Trainee employment (Admin- clause 38, CW- new)

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

4 Workplace Commitments

4.1 Your responsibilities (new)

As an employee of Australian Unity your responsibilities include:

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

all client information, employee information, information relating to Australian Unity's business or operational interests, methodology and affairs, financial information and anything notified as being confidential;

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

4.2 Suspension from Duties (new)

Suspension with Pay

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

Suspension without Pay

- c. Where a suspension arises from any of the following specific matters relating to your capacity, competency or ability to perform your duties, a decision to suspend you will mean that no payment of wages or other remuneration will be made during that period. Should you fail to:
 - i. Provide and maintain a satisfactory Police Check or renew your Police Check where it is your responsibility to do so;
 - ii. maintain your driver's license, where a driver's license is a fundamental requirement of the position;
 - iii. complete, pass or renew any compulsory training modules relevant to your role (see clause 4.6);
 - iv. a failure to maintain a particular registration or professional membership that is fundamental to the performance of your duties and to remain employed in the position you are employed to work; or

- v. where you are charged with a criminal offence, where the nature of the offence is inconsistent with your role and duties at Australian Unity.
- d. Australian Unity will only consider suspending you without pay in instances whereby, due to the actions and/or omissions by you, you are not ready, willing and able to be rostered to work, or whereby there is reasonable basis to say that your continuing to work would be inconsistent with Australian Unity's obligations to you, our customers or the community, or you are legally unable to work pending a resolution of a matter.
- e. Where you have an accrued annual leave or long service leave balance available, you may request to be paid from this accrued leave balance during a period of unpaid suspension.
- f. Australian Unity is under no obligation to suspend your employment in any of the abovementioned circumstances and may, at any time, exercise a right to terminate your employment in accordance with the termination provisions of this Agreement.

Stand Down

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

4.3 Police and Working with Children Checks (new)

- a. If Australian Unity requires you to undertake a Police Check the check will be organised and paid for by Australian Unity. The requirement to undertake a Police Check is a mandatory condition of employment with Australian Unity and as contained in relevant industry specific legislation.
- b. Your Police Check must be satisfactorily completed and in accordance with relevant legislation and industry standards. You are required to have a clearance prior to commencing employment.

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

4.4 Your individual flexibility options (Admin- Clause11, CW- Clause 8)

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

- iv. allowances;
- v. leave loading;

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

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

4.5 Our Way of Being Safe (Admin- new, CW- Clause 31)

- a. Australian Unity is committed to creating a safe working environment and to minimising incidents and injuries in the workplace.

- b. As an employee you are required to follow all safe work policies, procedures and work instructions and to make use of Australian Unity's "Our Way of Being Safe" Safety Management System. You are expected to report all incident and near miss events and to take all reasonable steps to eliminate incidents and causes of injury at work.
- c. If you see an opportunity to improve health and safety practices in your work environment it is important that you proactively notify your manager and alert them to the issue or opportunity for improvement. We expect you to take the safety of yourself and others in the workplace seriously and to have input into continuously improving "Our Way of Being Safe" practices.
- d. If you are a nominated employee representative and you are required to attend "Our Way of Being Safe" team meetings you will be paid for attending these meetings. If the meetings are held outside your ordinary hours of work, you will be paid your ordinary time pay rate for the duration of these meetings.
- e. As part of Australian Unity's commitment to maintaining a healthy and safe working environment, flu vaccinations will be offered to you at Australian Unity's expense and according to the relevant processes of the providers used by Australian Unity.

4.6 Learning & Development (Admin- new CW- Clause 38 & 39)

- a. We take your learning and development seriously. It is important to us that we support your ongoing learning and that you maintain the knowledge and skills needed to perform your role.
- b. If Australian Unity requires you to undertake additional learning or study that is essential for the effective operation of the business or the delivery of quality home care and disability services, Australian Unity will fully fund the cost of this training and ensure that you are paid at your ordinary time pay rate for the time you engage in these activities.
- c. If you are required to attend compulsory training or a compulsory work related meeting, you will be paid your ordinary time pay rate for the length of the training or meeting, or a minimum of one (1) hour ordinary time pay rate if the meeting is less than one (1) hour in duration. Overtime provisions do not apply.

- d. In the spirit of collaboration and team work and subject to your qualifications, experience or fitness, you are required to perform all of the tasks of your position including those tasks that are incidental or of a lower classification to the main function of your position.

Maintaining mandatory skill levels for your position

- e. You are responsible for maintaining and upgrading your skills in line with the requirements of your position.
- f. You have a personal responsibility to ensure you attend all required training so you maintain your professional knowledge and skills and so that Australian Unity can meet its regulatory and statutory responsibilities.
- g. Australian Unity reserves the right to review the terms of your employment, including suspending your roster, without notice and pay, if you have not completed your compulsory training modules within the reasonable communicated timeframes.
- h. 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.
- i. 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.
- j. If you do not hold the appropriate level of qualification or licence, you are strictly forbidden from participating in duties that require this qualification or licence. Such conduct by you may result in disciplinary action up to and including dismissal.

Applying for education support

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

4.7 When change occurs (Admin- clause 5 CW- Clause 9)

- a. We will consult with you when there is a major workplace change that is likely to have a significant effect on you. A major workplace change is one where:
 - i. We have made a definite decision to introduce major changes in production, programme, organisation, structure or technology; and
 - ii. We propose to introduce major change to the regular roster of ordinary hours of work for employees;
 - iii. The major change is likely to have a significant effect on you. A significant effect could include:
 - i. Termination of employment;
 - ii. Major changes in the composition, operation or size of our workforce or in the skills required;
 - iii. The elimination or diminution of job or promotion opportunities or job tenure;
 - iv. The alteration of hours of work (except where there is a process elsewhere in the Agreement for this type of change)
 - v. The need for retraining you or for you to transfer to other work to other work locations; and
 - vi. The restructuring of jobs.
- b. If a major workplace change will have a significant effect on you, we will as soon as practicable after making a definite decision to make the change, discuss the change with you including where relevant:
 - i. the introduction of the change;
 - ii. the effect the change is likely to have on you; and
 - iii. measures to avert or mitigate the adverse effect of the change.
 - iv. any other relevant matters likely to affect you.
- c. You will have the opportunity to appoint a representative for the purposes of consultation. We will recognise your appointed representative. We will give prompt and genuine consideration to matters raised by you and your representative about the change and aim to provide any information and responses to questions as soon as we can.
- d. While we will give you information about a change, we may elect not to disclose confidential or commercially sensitive information to you or your representative.

Changes to your regular roster or ordinary hours

- e. We will consult with you about a change to your regular roster or ordinary hours of work. If you are affected by a change, we will:
 - i. provide you with information about the change;

- ii. invite you to give your views about the impact of the change (including any impact in relation to your family or caring responsibilities); and
 - iii. reasonably consider those views.
- f. However, we will not consult with you if you have irregular, sporadic or unpredictable working hours or if there is an agreed process elsewhere in this Agreement for changes to hours of work.

4.8 How to raise a concern or grievance (Admin- clause 6 CW- Clause 7 & 43)

- a. If you have a dispute that relates to a matter arising under this Agreement or the NES that you think needs to be addressed we encourage you to raise the matter with your manager as soon as you can so they can be resolved as quickly as possible.
- b. The following steps set out the process that will be followed to address concerns you may have about matters arising under this Agreement or the National Employment Standards:
 - i. **STEP 1:** try to resolve the dispute by having discussions with your direct manager.
 - ii. **STEP 2:** If discussions with your direct manager are not appropriate given the circumstances of the matter, or your attempted discussions do not resolve the dispute, you can escalate the dispute to the next level manager or to the Australian Unity human resources team.
 - iii. **STEP 3:** Only if discussions at the workplace level do not resolve the dispute, either party can refer the matter to the Fair Work Commission (FWC).
- c. If the dispute is referred to the FWC the parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.
- d. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- e. Either party to the dispute can be represented at any time during the process. Either you or Australian Unity may appoint another person, organisation or association to accompany and/or represent them for the purposes of this dispute resolution procedure.

- f. While the parties are trying to resolve the dispute using the procedures in this clause:
- i. you must continue to perform your duties as you would normally be required unless you have a reasonable concern about an imminent risk to your health or safety; and
 - ii. you must comply with a direction given by Australian Unity to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe;
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. there are other reasonable grounds for you to refuse to comply with the direction.

5 How your work is organised

5.1 What are the ordinary hours of work? (Admin- Clause 10 CW- Clause 13)

Ordinary hours of work will be between 6.00 am and 8:00pm Monday to Sunday.

Ordinary rate of pay includes base pay and over-Award payments for ordinary hours of work in accordance with Appendix A. The ordinary rate of pay does not include any Shift loadings or penalties, including weekend penalties.

5.2 Your availability and our rostering practices (Admin- new, CW- Clause 13 & 24)

- a. You and Australian Unity recognise the right of clients to direct their care including their choice of service type, time and the employee assigned to their care. All decisions regarding availability and rostering will be made within this context and having regard to client choice.

Availability

- b. On commencement you are required to confirm the periods you are available for work, including your availability for sleepover and 24 hour care shifts. Once confirmed you are expected to be available to work in these availability periods. This certainty is required to ensure we have appropriate coverage for client services.
- c. Availability is a fundamental term of your employment contract with Australian Unity. Availability is not a matter determined in this Agreement. Where your circumstances change and you will be available to be assigned more or fewer periods of work, Engagements, you should notify your manager in writing with not less than four (4) weeks' notice or less by agreement. Any change to your availability is by agreement in writing. Australian Unity will not unreasonably delay or withhold agreement to a change in availability provided the change can be accommodated on a sustained and ongoing basis. Your request to change your availability may be declined where:
 - i. There are insufficient hours available in the requested availability period for you to be consistently rostered for the minimum hours in your employment contract;

- ii. The requested change would adversely impact coverage in the existing roster;
 - iii. The requested change would increase operating costs, or
 - iv. There are reasonable business grounds to refuse your change request.
- d. Where a request is unable to be granted, you will remain on your current contract hours and availability, unless you agree to your contracted hours being adjusted down proportionate with the hours you are no longer available to work.

Rostering

- e. Rostering is subject to the operational requirements of each Home and Disability Service region and to client directed care requirements.
- f. A roster which sets out your work cycle and starting and finishing times will be made available to you at least 7 days before the start of the roster.
- g. Rostering arrangements and changes to rosters may be communicated to you via telephone (including text message), direct contact, mail, email or other electronic means, facsimile or other means as agreed.
- h. It may not always be possible for Australian Unity to display a roster for casual or relieving employees, particularly those engaged at short notice because of absence, illness or emergency.
- i. The roster may be changed on less than 7 days' notice if there are employees absent because of illness, or if there is an emergency.
- j. Where a shift needs to be filled and there is more than 24 hours before the shift starts, the relevant manager will try to fill the shift with an employee on the basis of ordinary hours of work.
- k. Employees will be offered hours of work in accordance with their availability where this meets the service times and requirements of the branch.

5.3 What meal breaks do I receive? (Admin- Clause 11A, CW- Clause 13)

Meal Breaks

- a. If you work a shift in excess of five hours you will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration to be taken at a mutually agreed time after commencing work. Provided that by agreement you can work up to six (6) hours in total and forgo a meal break.
- b. Where your work is at a client residence or other place away from an Australian Unity workplace, you will be expected to organise and take your meal break around your work requirements. Where the nature of the Engagement(s) or your work on a day does not allow for you to take a meal break, you must notify your Manager and record the absence of a meal break in writing and if so you will be paid an allowance equivalent to 30 minutes at your ordinary rate of pay in addition to the shift payment for that day.
- c. Where you are required by Australian Unity to have a meal with a client or clients as part of their normal work routine or client program, you will be paid for the duration of the meal period at the ordinary time pay rate and clause 5.3a and 5.3b does not apply.

5.4 What happens if a client cancels their service? (Admin-new, CW- Clause 21)

- a. If a client cancels a rostered service assigned to you, where you are provided with notice of your change of roster by 5:00pm the day prior, you will not receive payment under this clause.
- b. If you are a permanent employee and you do not receive notice by 5:00pm the day prior, and other work during the fortnight period cannot be found you will be entitled to receive payment for the cancelled Engagement up to one (1) hour.
- c. Australian Unity will endeavour to offer you make-up time equivalent to the cancelled time, in the fortnightly period. This time may be made up working with other clients or in other areas of Australian Unity's business providing you have the skill and competence to perform the work. If you refuse to work the make-up time offered to you in an alternative engagement, you will not receive a payment for the client cancellation.
- d. If you are a casual employee and a client cancels or changes their rostered home care service, you will be provided at least 2 hours' notice or you will be entitled to a 1 hour cancellation fee at the ordinary rostered rate.

- e. If you fail to notify your manager of a client cancellation you will not be entitled to payment for the cancelled service.

5.5 Residential Aged Care (new)

- (a) You may agree or you can be directed by Australian Unity to provide care services into a residential aged care facility where reasonable. When performing this work you will be entitled to the terms and conditions applicable to that facility prescribed by the industrial instrument applicable to your employer and the role, where these hours are in addition to your permanent ordinary contract hours. You will only be requested to provide services that are aligned to your skills and classification.

6 Ending Employment

6.1 If my role no longer exists (Admin- Clause 12, CW- Clause 21)

- a. We work in a dynamic, competitive and changing business. In this environment and in business generally roles may become redundant. Redundancy refers to a situation where Australian Unity no longer requires an employee's job to be performed by anyone or a reduction in roles is required due to economic, technological, structural or similar changes.
- b. If your role is made redundant we will support you during this period and aim to redeploy you if this is appropriate and an option in the circumstances. This section sets out the benefits we offer and the process we will follow if your role is redundant.
- c. If you are a permanent employee and your role is made redundant you will receive the Redundancy benefits that are provided for in the NES.

Transfer to lower paid duties

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

Employee leaving during notice period

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

Job search entitlement

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

entitled to payment for the time absent. This entitlement applies instead of the job search entitlement described at 6.3 d.

6.2 If I want to end my employment (Admin- Clause 7, CW- Clause 21)

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

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

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

6.3 If Australian Unity ends my employment (Admin- Clause 7, CW- Clause 21)

- a. If Australian Unity ends your employment you will be provided with written notice of your termination. The specific notice period you will be provided with is in accordance with the NES and is outlined in clause 6.2a.
- b. If you are over 45 years old and have completed at least two (2) years of service with Australian Unity when given notice of termination by Australian Unity you will be given an additional week of notice.
- c. Australian Unity may at its discretion choose to pay you an amount equivalent to the notice period due in lieu of you working during this period. Any amounts owing to Australian Unity on termination may be deducted from the final payment to you.

Job search entitlement

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

Draft - Without Prejudice

The Wages and Benefits We Offer

<At a Glance>

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

7 Understanding Your Wages

7.1 Payment of Wages (Admin- Clause 18, CW- Clause 23)

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

Overpayment of Wages

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

7.2 Increases to your wage rate (Admin- Clauses 14, 15 & 16, CW-new)

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

7.3 How the wage increase works (Admin- Clauses 14, 15 & 16, CW- Clause new)

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

7.4 Your superannuation (Admin- new, CW- Clause 30)

- a. In addition to the wages outlined in this Agreement, Australian Unity will pay you superannuation in accordance with the superannuation guarantee legislation as amended from time to time.
- b. If after 28 days of commencing your employment with Australian Unity you have not nominated an approved fund, Australian Unity will pay your contributions to the default fund, HESTA Superannuation Fund.
- c. Australian Unity will pay your superannuation on ordinary time earnings, as defined by the relevant legislation.

7.5 Salary packaging options for you to consider (new)

- a. Australian Unity offers Salary Packaging options for eligible employees. You can apply to salary package in accordance with the Australian Unity Salary Packaging Policy as it changes from time to time.

- b. You may apply to salary package superannuation contributions by sacrificing your future entitlement to ordinary wages in exchange for a corresponding amount of contributions being paid into a complying superannuation fund.
- c. Australian Unity strongly recommends that you seek professional financial advice before entering into any salary packaging arrangement.
- d. If there are any costs associated with changes to your salary package as a consequence of entering into a salary sacrifice arrangement you will need to cover these costs.

8 How we pay you for different working arrangements

8.1 If you work shift work (Admin- new, CW- Clause 25)

- a. If you work outside of the ordinary hours of work Monday- Friday, you will be paid a loading of 25% for the actual time worked outside of ordinary hours.
- b. If you are a casual employee you will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

8.2 When you work overtime (Admin- Clause 19 & 20, CW- Clause 26 & Table 2)

- a. Overtime applies if you are required to work for more than 10 hours in one day; or more than 76 hours in a two (2) week period.
- b. When considering overtime, Australian Unity will consider:
 - i. any risk to your health and safety from working the additional hours;
 - ii. your personal circumstances, including family responsibilities;
 - iii. the client's needs or the needs of workplace in which the you work;
 - iv. whether you are entitled to receive overtime payments, penalty rates or other compensation for working additional hours.

- c. If you are requested to work overtime as defined in 8.2a, you will be entitled to payment for any such hours worked in accordance with the following:
 - i. for all authorised overtime you work on a Monday to Saturday, you will be paid at a rate of time and a half for the first two hours and double time thereafter;
 - ii. for all authorised overtime you work on a Sunday, you will be paid at the rate of double time; and
 - iii. for all authorised overtime you work on a Public Holiday, you will be paid at the rate of double time and a half.
- d. Overtime rates in this clause will be in substitution for, and not cumulative upon shift loadings or penalty loadings for weekend work.
- e. Any overtime you work must be approved by your manager before it is worked or in exceptional circumstances, it can be approved retrospectively.
- f. If you are working overtime you will receive a paid rest break of 20 minutes after each continuous four hours of overtime you work.
- g. By agreement, you may take leave in lieu of payment for overtime worked.

Meal Allowance

- a. In recognition of the additional or unsocial hours you are working, you will receive a paid meal allowance or will be provided with a meal if:
 - i. you are required to work more than one hour after your usual or rostered finishing time, or
 - ii. you are a shift worker, and your overtime work on any shift exceeds one hour.
- b. If Australian Unity has meal preparation facilities available you will be provided with a meal. If there are no food preparation facilities available you will be paid a meal allowance of \$12.62. If the overtime you work exceeds four hours you will be provided with a further meal or paid a further meal allowance of \$12.62.
- c. Paid meal allowances do not apply to Sleepover shifts.

8.3 When you work on a weekend (Admin- new, CW- Clause 25)

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

8.4 When you are on call (Admin- new, CW- Clause 20)

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

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

- i. If you are on call between rostered shifts or ordinary hours Monday to Friday inclusive – you will be paid an allowance of \$21.50.
- ii. If you are on call between rostered shifts or ordinary hours on weekend or public holiday– you will be paid an allowance \$41.20.
- iii. For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

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

If you are required to be on call and you are recalled to the workplace, to a client or if you receive a work related call or text message that requires action, you will be paid a minimum of two (2) hours' work at the appropriate rate. For the avoidance of doubt:

a. Recall to the workplace/client:

- i. If you are required to return to the workplace and you complete the required activities in less than the minimum two hour payment period,

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

- ii. If you are recalled to the workplace a further time after the initial 2 hour work period; a new two hour minimum work period will be triggered for which you will be paid.

b. Receiving a work related phone call or text message

- i. If you are on call and receive a work related phone call or text message that requires you to perform work whilst on call, it triggers the minimum (1) one hour payment period. For subsequent work related call/s and text messages received by you that require you to perform work during this one hour paid work period, no additional payment will be made.
- ii. If you receive a subsequent work related call or text message that requires you to perform work after the one hour paid work period has concluded; a new one hour minimum work period will be triggered for which you will be paid.
- iii. Payment of the minimum one hour period requires you to log all work related calls and text messages received during this period in appropriate systems.

8.5 When you perform higher or alternate duties (Admin- Clause 21, CW- Clause 17)

- a. Australian Unity encourages co-operation across different work functions. To adapt to changing business circumstances and to cover instances of employee leave you may be requested, or you may volunteer to help out in different functional areas to enable the continued delivery of quality services to our clients.
- b. Australian Unity may direct you to carry out higher duties that are within the limits of your skill, competence and training. Employees engaged in duties carrying a higher wage rate than the classification in which they are ordinarily employed will be paid at the higher wage rate for the time worked at higher duty.

- c. Any direction issued by the employer to perform higher duties shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to clients.
- d. You may be offered additional work at a grade lower than your classification. Where you accept additional lower grade work, the actual time spent performing lower grade work will be paid at the applicable rate of pay for that lower grade.
- e. 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 grade, should it apply. Where your minimum contract hours have not been offered and additional hours at a lower grade are available, the lower grade work will be paid at your ordinary rate of pay until the minimum contract hours are met.

8.6 If you work a different client care shift (Admin- new, CW- Clause 28, 42 & Table 2)

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

- a. A sleepover shift is an important care service we offer our clients. If you are rostered to work a sleep over shift you will be required to sleep overnight at an Australian Unity retirement village or at a client's premises.
- b. The span for a sleepover shift will be a continuous maximum period of twelve (12) hours. A sleepover shall be deemed to be a break between shifts.
- c. A shift may be rostered on either side of a sleepover and when calculating the appropriate shift penalty, if applicable, the hours worked prior to the sleepover shall be treated separately to the hours worked at the end of the sleepover shift.
- d. If you work a sleepover shift you will be paid \$155 which includes 1 hour of active duty and an allowance for the Sleepover Shift. All work over 1 hour will be paid at the overtime rate for all full hours worked.
- e. When rostered to perform a sleepover shift, it will be regarded as an ordinary four (4) hour shift for the purpose of all leave accruals, and will be regarded as a four (4) hour shift or day for the purpose of determining your ordinary hours of work for the week or pay period.

- f. The terms contained in this clause are in substitution for and not cumulative on any additional leave accruals or payments including shift loadings and other penalties.

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

- a. A 24 hour care shift requires you to be available for duty in a client's home for a 24 hour period to provide the client with the services specified in their care plan.
- b. If you work a 24 hour care shift you will be paid eight (8) hours work at 155% of your ordinary rate of pay for your role for each 24 hour period. This rate includes up to nine (9) hours of active duty and is in substitution for the Sleepover allowance set out in 8.6A (d).
- c. You will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for you.
- d. When rostered to perform a 24 hour care shift, it will be regarded as an ordinary eight (8) hour shift for the purpose of leave accruals, and will be regarded as an eight (8) hour shift or day for the purpose of determining your ordinary hour of work for the week or pay period.
- e. If you perform a 24 hour care shift will have at least eight (8) consecutive hours off duty from the end of the 24 hour care shift and the commencement of any subsequent engagement under this Agreement, other than another 24 hour care shift in which case the eight (8) hour break between shifts shall be deemed to have been satisfied over the course of the 24 hour shift period.
- f. An employee who is required to work without an eight (8) hour break off duty (other than in the case of consecutive 24 hour shifts) shall be entitled to be paid overtime rates as prescribed in 8.2.
- g. After each five (5) consecutive days of 24 hour care duty you will be entitled to two (2) consecutive days off. Provided that:
 - i. Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - ii. Where it is mutually agreed between you and Australian Unity that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of a consecutive 24 hour care shift period.

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

- a. An Excursion shift is where you are requested, and you agree, to accompany a client on an excursion activity away from their residence for a day, or for more than one day where you are away from the client's residence overnight.
- b. If you work an excursion shift you will be paid at your ordinary time pay rate for time worked between the hours of 8.00 am to 6.00 pm up to a maximum of 10 hours per day.
- c. Where you and your manager agree that you will be required to work more than 10 hours on a day you can accrue time off at the rate of 1 hour for each additional hour worked, where agreed.
- d. If you are required to sleepover as part of the excursion you will be paid the sleepover allowance in accordance with 8.6A (d) of this Agreement.
- e. If you are rostered to work an overnight excursion on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

8.7 How we recognise your first aid certificate (new)

A. If you have a first aid certificate

- a. If you are engaged in a nominated position that requires a current first aid certificate, Australian Unity will organise and pay for you to obtain this certificate. Australian Unity will also organise and pay for this certificate to be maintained over the course of your employment in the nominated position.
- b. If you hold a current first aid certificate you will be paid a weekly allowance of \$15.85 for a full time equivalent position where:
 - i. you are nominated in writing by Australian Unity as the First Aid representative; and
 - ii. You are required by Australian Unity to be, in a given week, responsible for the provision of first aid to employees of Australian Unity.
- c. The first aid allowance will apply to eligible part time and casual employees on a pro rata basis calculated on 38 ordinary weekly hours for a full time employee.

8.8 If you travel for work purposes (Admin- Clause 22, 23, 24, & Table 2

CW- Clause 28 & Table 2)

- a. If you are required and authorised by Australian Unity to use your car in the course of your duties or between consecutive Engagements, you will be reimbursed at the corresponding and published Australian Taxation Office rate.
- b. Where you are required and approved to use public transport for travel in the course of your duties or between consecutive Engagements, you will be reimbursed the actual expenses incurred for such travel.
- c. All other travel you may do, for the purposes of this clause, is not reimbursable without the written authority of the employer.
- d. For the purpose of this clause any travel from home to work - both directions, is not considered time worked or in the course of your duties and is not reimbursable under clause 8.8a or 8.8b.
- e. You are not entitled to any payment under this clause unless Australian Unity is satisfied that you have incurred a cost associated with the claimed travel.

9 The Leave Arrangements We Offer

9.1 Annual leave (Admin- clause 26 & 27, CW- Clause 33)

- a. If you are a full time or part time employee you are entitled to annual leave in accordance with the NES (4 weeks per full year of service for full time employees, pro rata for part time employees).
- b. To ensure you are properly rested and have an ongoing sense of wellbeing and balance in your personal life, Australian Unity requires you to work with your manager to ensure your annual leave is appropriately planned for and regularly taken. It is the preference of Australian Unity that leave be taken within 12 months of accrual.

Management of excessive annual leave

- c. Australian Unity may, by giving you at least four (4) weeks' notice in writing direct you to take one or more periods of paid annual leave where you have an outstanding annual leave balance greater than eight (8) weeks.

Additional leave for shift workers

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

Other leave during a period of annual leave

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

Annual leave loading

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

Cashing out of annual leave

- h. You can cash out your annual leave balance subject to the following conditions:
 - i. it is approved by your manager in writing;
 - ii. You have taken a minimum of two (2) weeks annual leave in the 12 month period prior to the request;
 - iii. your remaining accrued annual leave entitlement after the cashed out component is deducted is not less than 4 weeks;
 - iv. each arrangement to cash out your annual leave is considered to be a separate agreement between you and Australian Unity; and

- v. the payment made to cash out your annual leave will be equivalent to your ordinary time pay plus your annual leave loading.
- i. If your request to cash out your annual leave is approved Australian Unity will:
 - i. make a payment to you that represents at least the full amount that would have been payable to you had you taken the leave; and
 - ii. reduce your accrued annual leave balance by the amount of annual leave cashed out; and
 - iii. you will no longer be entitled to the annual leave that has been cashed out.

9.2 Personal / carer's leave (Admin- Clauses 30, 31 & 32, CW- Clause 34)

- a. Your personal/carer's leave entitlement is provided for in the NES. This clause contains additional provisions.
- b. If you are a full time employee you will accrue 10 days of paid personal/carers leave per year. Personal/carers leave accrues progressively during your year of service.
- c. Under the NES, personal/carer's 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).

Notice and evidence: personal/carer's leave

- a. You are required to give notice of absence from work due to personal/carer's leave. The notice must be given as soon as reasonably practicable.
- b. Your manager may request that you produce a medical certificate from a registered health practitioner for any days you have taken as personal/carers leave, including single day's absences. Where this is not possible you may be requested to provide evidence that would satisfy a reasonable person that leave was taken for the reasons specified in clause 9.2c and the NES. When accepting evidence Australian Unity will give consideration to the employees geographical location, access to a medical

practitioner and the nature of the illness or injury for which the employee has taken leave.

9.3 Compassionate Leave & Client Funerals (Admin- Clause 33, CW- Clause 35)

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

Client funerals

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

9.4 Family Violence Leave (Admin- Clause 36A, CW- Clause 35)

- 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.

9.5 Parental leave (Admin- Clause 34, CW- Clause 36)

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

Paid Parental Benefit

- c. For permanent employees with 12 months continuous service, Australian Unity offers a Paid Parental Benefit to the Primary Care Giver as follows:
 - i. For Home Service Employees a benefit equivalent of up to nine (9) week's pay (rate at the time of taking leave); or
 - ii. For Administration Employees a benefit equivalent of up to fourteen (14) week's pay (rate at the time of taking leave).
- d. This benefit is paid at the commencement of parental leave. Where the number of weeks' parental leave taken after childbirth is less than the paid parental benefit, the total amount of weeks taken will determine the number of weeks paid parental benefit. Pro rata payment applies to part time employees.
- e. Australian Unity offers a Paid Parental Benefit equivalent of up to two (2) week's pay to the Primary Care Giver should you experience a still birth after 20 weeks or neonatal 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.

Notice and evidence requirements

- g. You must provide ten (10) weeks written notice of any proposed parental leave including start and end dates. You must also confirm the date of birth, or expected date of birth, of your child (and for adoption-related leave, the date or expected date of placement, and that the child is, or will be, under 16 as at the date or expected date of placement).
- h. If you wish to attend work during the six (6) weeks prior to the expected date of birth of your child you may be required to provide a medical certificate in relation to your fitness for work. Where a medical certificate is not provided within seven (7) days of request you may be required to commence unpaid parental leave. Where you are permitted to attend for duty during part of the period of six (6) weeks prior to the expected date of birth, maternity leave shall commence from the first day of absence from duty.
- i. If, in a doctor's opinion, you as the pregnant employee could face illness or risk to your health by continuing to work, your role may be considered temporarily unsuitable. In this situation, the manager will work in conjunction with the Human Resources team to determine if there is a more suitable role available for you to perform in the period up to the commencement of parental leave.

Altering your return to work date

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

Extending your parental leave period

- k. If you take unpaid parental leave for the initial available period (12 months) you may request an extension of leave for a further period of up to 12 months immediately following the first 12 month period. This request must be in writing and provided at least four (4) weeks before the end of the initial parental leave period.

- l. Requests for an extension of parental leave are subject to approval and will only be refused by Australian Unity on reasonable business grounds.

Returning to work

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

Request for flexible work arrangement

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

9.6 Long service leave (Admin- Clause 29, CW- new)

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

9.7 Public Holidays (Admin- Clause 25, CW- Clause 27)

- a. You are entitled to holidays on each of these days:

- i. New Year's Day;
 - ii. Australia Day;
 - iii. Good Friday;
 - iv. Easter Saturday
 - v. Easter Sunday
 - vi. Easter Monday;
 - vii. Anzac Day
 - viii. Queen's Birthday
 - ix. Labour day
 - x. Christmas Day;
 - xi. Boxing Day; and
 - xii. any day which may hereafter be proclaimed a Public Holiday throughout the State.
- b. The dates of the Public Holidays will be according to the gazetted Public Holiday dates as published by the relevant State.
- c. You may apply to substitute religious holidays for your preferred religion for gazetted Public Holidays in 9.7a. This will be agreed at the discretion of management and may result in you receiving, by agreement, ordinary time wages on the substituted gazetted Public Holiday such as Christmas or Easter.
- b. If you are a permanent employee and regularly work Monday to Friday you will be entitled to Public Holiday loadings or a day off for each Public Holiday as listed in clause 9.7a. 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. All work done by an employee during their ordinary shifts on a public holiday including a substituted day, will be paid at double time and a half of their ordinary rate of pay.

9.8 Wellbeing day (new)

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

9.9 Jury Service (Admin- Clause 35, CW- Clause 37)

- a. If as a full time employee you are required to attend jury service during your ordinary work hours, you will be reimbursed by Australian Unity the difference between the amount you are paid by the external body for attending the jury service and the ordinary pay you would have received had you not been on jury service.
- b. If you are a part time employee and you are required to attend jury service, and such service falls on a day you would normally be required to work, you will receive a payment in accordance with clause 9.9a.
- c. If you are requested for jury service you must notify Australian Unity as soon as possible of the date you are required to attend. Further, you must provide Australian Unity with proof of this attendance, as well as details regarding the duration of this attendance and the external payment received for attending this jury service.

9.10 Leave without pay (new)

- a. By agreement between you and your manager, you may be granted a period of leave without pay where an accrued leave balance is not available to you.
- b. The period of leave without pay will not break your continuity of service however it will not count for the purpose of:

- i. accruing annual leave, incremental progression, personal/carers leave and Public Holidays;
- ii. accruing long service leave except in the case of employees who have completed at least ten (10) years' service;
- iii. qualifying period for paid and unpaid parental leave; and
- iv. the calculation of notice of termination and redundancy benefits.

9.11 Study leave (Admin- Clause 36, CW- Clause 37 & 40)

- a. If you are a full time employee you will be entitled to a minimum of two (2) days' paid study/examination leave per semester for the purposes of attending courses and/or undertaking or preparing for examinations. This paid leave is only available if you are undertaking study/examinations associated with a course/learning activity (including studies in English if you are from a non-English speaking background) that has been approved in advance by Australian Unity and is part of your approved development plan.
- b. If you are a part time employee and you work more than four (4) shifts per fortnight and you have been employed with Australian Unity for a minimum of one (1) year, you will be entitled to study/examination leave outlined in clause 9.11a on a pro rata basis if the course/learning activity that has been approved in advance by Australian Unity and is part of your approved development plan.
- c. You must consult your manager regarding your study/examination commitments and apply for your study leave in advance. All study leave must be approved by your manager before it is taken.
- d. Study/examination leave entitlements do not accumulate from year to year.

9.12 Union Training leave (Admin- Clause 37, CW- Clause 41)

- a. Where you are nominated by the union to attend a course organised and conducted by the union, and your attendance is required during your ordinary hours of work, you shall attend the training without loss of ordinary pay. Australian Unity will not unreasonably refuse a request for union training leave subject to the following:

- i. Australian Unity is provided with not less than 4 weeks' written notice of nomination from the Union, setting out the time, dates, content and venue of the course you have been nominated to attend;
- ii. You will receive a maximum of 5 days of training per financial year where nominated by your union;
- iii. Not more than one (1) employee will be released from a branch for union training at any one time;
- iv. Union training leave will be capped at a maximum of 800 hours per financial year, non-cumulative;
- v. that the Employer is satisfied that the course will assist in reducing work place disputes and in advancing industrial harmony within the organisation; and
- vi. Your attendance at the course will not cause disruptions to the effective delivery of services to Australian Unity's clients.

9.13 NAIDOC leave (Admin- new, CW- Clause 37)

- 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. Australian Unity provides a single day's paid 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 an employee 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.

The Work We Do

<At a Glance>.

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

10.1 Understanding the work we do (Admin- new, CW- Clause 16 & Appendix D)

Home & Disability Services Employees

Role Title	Role Description	Pre Requisite Skill / Competency
Trainee	Means an employee employed in a traineeship undertaking a nationally recognised certificate course and is enrolled with a recognised training organisation.	1. Enrolment in a nationally recognised Certificate III or IV course; and 2. Holds a valid NSW Drivers Licence; and 3. Owns a registered reliable car with comprehensive car insurance.
Domestic Services Assistant Grade 1	Means an employee with less than 12 months experience in the industry who performs basic duties where these activities are routine and clearly defined. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by Australian Unity. Indicative tasks include: Domestic work such as cleaning, child minding, handy work (within the employee's skills and competencies) ironing/laundry, laying out clothes, cooking, tidying, dusting, window cleaning, assisting with technology, shopping, assisting with pet care and gardening and providing assistance to clients by carrying out simple daily hygiene tasks including but not limited to assistance with showering and shaving.	1. Basic written and verbal communication skills; and 2. Less than 12 months industry experience; and 3. Holds a current First Aid Certificate (where required by Australian Unity); and 4. Holds a valid NSW Drivers Licence; and 5. Owns a reliable car with comprehensive car insurance.

	<p>Employees at this level provide clients with social interaction and support in the community and assistance transporting clients to and from appointments. Under direct supervision a New Entrant may also assist a higher grade Home Services Employee attending to the more advanced personal care needs of a client.</p>	
<p>Domestic Services Assistant Grade 2</p>	<p>Means an employee who has passed Domestic Services Assistant- Grade 1 level and who has more than 12 months experience in the industry, acceptable to Australian Unity, enabling the employee to work effectively at this level. An employee at this level works individually or in a team environment and works within established practices, procedures and instructions including compliance with documentation requirements as determined by Australian Unity.</p> <p>Indicative duties include: Performs the tasks of a Domestic Services Assistant- Grade 1.</p> <p>Employees with 12 months industry experience and who have satisfactorily completed the requirements of Domestic Services Assistant Grade 1 shall progress to Grade 1 Domestic Assistant or Grade 1 Home Services Employee as appropriate based on skill and competence.</p>	<ol style="list-style-type: none"> 1. Employee may hold a relevant Certificate III OR has relevant experience; and 2. Holds a first aid certificate (where required by Australian Unity); and 3. Relevant industry experience greater than 12 months; and 4. Holds a valid NSW Drivers Licence; and 5. Owns a reliable car with comprehensive car insurance.
<p>Home Services Employee - Grade 1</p>	<p>Means an employee who meets the requirements and competency of Domestic Services Assistant- Grade 1 level and who has more than 12 months experience in the industry, acceptable to Australian Unity, enabling the employee to work effectively at this level. An employee at this level works individually or in a team environment. Employees at this level work within established practices, procedures and instructions including compliance with documentation requirements as determined by Australian Unity.</p> <p>Indicative tasks include: In addition to the tasks of a Domestic Services Assistant- Grade 1 an employee at this level provide assistance to clients by carrying out tasks which include but are not limited to: providing personal care support in line with the clients care plan and in line with relevant internal care manuals, guides and procedures.</p>	<ol style="list-style-type: none"> 1. Passed New Entrant level; or 2. Home Care Certificate or relevant Industry Experience greater than 12 months; and 3. Holds a current First Aid Certificate (where required by Australian Unity); and 4. Holds a valid NSW Drivers Licence; and 5. Owns a reliable car with comprehensive car insurance.

	Under direct supervision, provide assistance to a higher grade employee attending to more complex personal care needs of a client.	
Home Services Employee - Grade 2	<p>Means an employee who has successfully passed a competency assessment of the personal care skills required to perform at this level. Employees at this level work individually or in a team environment and are responsible for the quality of their work, including compliance with documentation requirements as determined by Australian Unity.</p> <p>Indicative tasks include: All duties performed at Home Services Employee-Grade 1 as well as the provision of additional complex personal care duties in accordance with the clients care plan, the employee's skill level and relevant internal manuals, guides and procedures and assist with the on boarding of Home Care Service Employees where consistent with the employee's skill and experience.</p>	<ol style="list-style-type: none"> 1. Meets pre-requisites for Grade 1; and 2. Is assessed as competent for the tasks required for this level; 3. Is appointed at Management discretion. 4. Owns a reliable car with comprehensive car insurance.
Home Services Team Leader	Means an employee who, in addition to the duties of a Home Services Employee- Grade 2, is responsible for training, mentoring and leading staff. An employee at this level will perform additional duties to that of a Home Services Employee- Grade 2 including, but not limited to, overseeing other Home Service Employees in relation to safe work practices and complex personal care, mentoring buddy network and completing required documentation for compliance and operational activities.	<ol style="list-style-type: none"> 1. Meets the pre-requisites for Grade 1 and 2 Home Services Employee; and 2. Is appointed at Management discretion; and 3. Holds a Certificate IV in Aged Care or Disability. 4. Owns a reliable car with comprehensive car insurance.

Administration Employees

Role Title	Role Description	Pre Requisite Skill / Competency
Trainee	Means an employee employed in a traineeship undertaking a nationally recognised certificate course and is enrolled with a recognised training authority.	<ol style="list-style-type: none"> 1. Enrolment in a nationally recognised Certificate III or IV course; and

Customer Service Assistant	Means an employee who works under general supervision within a Home Services office and is responsible for routine activities of a clerical and/or customer support nature such as reception duties, data entry and responding to client enquiries either over the phone or face to face, consistent with the acquired knowledge of the organisations operations and services. Employees at this grade will apply established practices and procedures to solve problems. A basic knowledge of administrative practices, Microsoft Office products and good customer service and communication skills are a requirement of this grade.	<ol style="list-style-type: none"> 1. Holds a current First Aid Certificate (where required by Australian Unity); and 2. Appointment at management discretion based on relevant employee qualifications and experience.
Allocations Coordinator	Means an employee who is responsible for rostering staff for all delegated programs in consultation with the appropriate Manager. Allocations Coordinators may act as a general referral point by responding and directing enquiries to appropriate regions or persons required. This position will be allocated to a group of service providers and may act as a first point of contact for consumers.	<ol style="list-style-type: none"> 1. Appointment at management discretion based on relevant employee qualifications and experience.
Administrative Assistant	<p>Means an employee who is responsible for office and administration duties and who provides direct administrative support to all administrative employees within a Home & Disability Services office.</p> <p>Indicative duties include: Administrative tasks include, but are not limited to, receptionist duties, collection and distribution of daily mail, word processing, filing and record management, data entry, purchasing of office products, uniforms and equipment where required, organisation of training, meetings and events and customer service to clients and other visitors attending an Australian Unity office including assisting clients with the interpretation of information and access to services and products.</p>	<ol style="list-style-type: none"> 1. Holds a valid NSW Drivers Licence; and 2. Owns a reliable car; and 3. Appointment at management discretion based on relevant employee qualifications and experience.

Service Coordinator	<p>Means an employee who is responsible for the coordination of client centred services including the management of the quality of service delivery and the management and support of a team of Home Service Employees.</p> <p>Indicative duties include: Duties include but are not limited to supervision, support and management of Home Service Employees, relationship management with key stakeholders including clients, external service providers and health professionals, management and review of client care plans, management of WHS requirements for clients and employees, record management, facilitation of client billing and employee payroll.</p>	<ol style="list-style-type: none"> 1. Holds a current First Aid Certificate (where required by Australian Unity); and 2. Holds a valid NSW Drivers Licence; and 3. Owns a reliable car; and 4. Appointment at management discretion based on relevant employee qualifications and experience.
Branch Manager	<p>Means an employee that manages the Home & Disability Services operations at the local level including the management of office finances, employees and client services. Indicative tasks that may be performed by a Branch Manager include budget management for one or more office locations, management of employees, community engagement and the development of strong relationships within the community. An employee at this level would have specialist knowledge and skills relating to their area of work, a strong commitment to customer service, strong leadership capability, advanced communication and interpersonal skills and effective financial management skills.</p>	<ol style="list-style-type: none"> 1. Holds a current First Aid Certificate (where required by Australian Unity); and 2. Holds a valid NSW Drivers Licence; and 3. Owns a reliable car; and 4. Appointment at management discretion based on relevant employee qualifications and experience.
Service Centre Manager	<p>Means an employee who fulfils the role of a Branch Manager. Advancement to this grade is at the discretion of management and is to be determined with consideration to the number of client service hours, employees and funding the employee is responsible for and the employee's competency.</p>	<ol style="list-style-type: none"> 1. Holds a current First Aid Certificate (where required by Australian Unity); and 2. Holds a valid NSW Drivers Licence; and 3. Owns a reliable car; and 4. Appointment at management discretion based on relevant

		employee qualifications and experience.
Intake Officer	<p>Means an employee who undertakes intake duties including by providing information and support through phone advice to internal and external stakeholders.</p> <p>Indicative duties include: Duties include but are not limited to responding to intake enquiries, processing client referrals, providing accurate information to clients regarding products and services, maintain appropriate record keeping.</p>	<p>1. Appointment at management discretion based on relevant employee qualifications and experience.</p>

10.2 How is my classification determined? (Admin- Clause 17, CW- Clause 16 & Appendix D

- a. The classification structure is designed to reflect the skills mix and operational requirements we need to deliver quality home and disability services to our clients.
- b. The classification structure describes the work performed at each level.
- c. The classification structure is designed to remunerate you according to how your skills contribute to the care and services provided to our clients.
- d. A competency based classification structure gives you the chance to earn more money and to be promoted when can show you have developed more of the skills needed and valued by Australian Unity and our clients.
- e. We will appoint new employees to a classification level that suits their skills and experience. This may be a higher classification than the usual entry point if an employee can demonstrate to the satisfaction of Australian Unity an appropriate level of:
 - (a) knowledge;
 - (b) experience;
 - (c) competency;
 - (d) qualifications; and
 - (e) area of speciality.
- f. Progression to higher classifications is dependent on the employee meeting the pre-requisites set out in clause 10.1 and consistently demonstrating competency and performance in all assessed areas as observed by Australian Unity.
- g. If you are a transferred employee you will progress to a higher pay point, up to level 4, by annual increment, provided your manager is satisfied with the conduct and manner of the performance of your duties.
- h. Prior written approval from your manager is required for all appointments and reclassifications.

Appendix A

Draft - Without Prejudice