



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Aware Super Services Pty Ltd**  
(AG2026/1404)

## **AWARE SUPER SERVICES ENTERPRISE AGREEMENT 2025**

Banking finance and insurance industry

COMMISSIONER CRAWFORD

NEWCASTLE, 2 JULY 2026

*Application for approval of the Aware Super Services Enterprise Agreement 2025*

[1] An application has been made for approval of an enterprise agreement known as the *Aware Super Services Enterprise Agreement 2025 (Agreement)*. The Application was made by Aware Super Services Pty Ltd pursuant to s.185 of the *Fair Work Act 2009 (FW Act)*. The Agreement is a single enterprise agreement.

[2] I am satisfied that each requirement of ss186, 187 and 188 of the FW Act as are relevant to this application for approval have been met.

[3] Noting clause 4 of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the FW Act will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Community and Public Sector Union (**CPSU**) and the Finance Sector Union of Australia (**FSU**) lodged Form F18 statutory declarations, giving notice under s.183 of the FW Act that they want the Agreement to cover them. In accordance with s.201(2) of the FW Act, I note the Agreement covers the CPSU and the FSU.

[5] The Agreement is approved and will operate from seven days after approval in accordance with s.54 of the FW Act. The nominal expiry date of the Agreement is 30 June 2029.



COMMISSIONER

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# Aware Super Services Enterprise Agreement 2025

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## Part 1 – Application and operation

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

This Agreement is titled **Aware Super Services Enterprise Agreement 2025** and will be posted within the People Policies & Documents page on Aware Super's intranet.

### 2 Who is covered by this Agreement?

This Agreement covers:

- a) Aware Super Services Pty Ltd;
- b) Employees of Aware Super Services Pty Ltd who work in roles classified at Band levels 1 – 5 using the AON job classification framework, excluding all roles in the Investments Division other than administration and Line 1 risk roles in that Division;
- c) The Community and Public Sector Union SPSF (**CPSU**) and the Finance Sector Union (**FSU**), provided that the Fair Work Commission (**FWC**) has noted in its decision to approve the Agreement that the Agreement covers these organisations.

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

### 3 When does this Agreement commence?

This Agreement will operate seven (7) days after it is approved by the FWC and has a nominal expiry date of 30 June 2029 unless otherwise terminated, varied or replaced in accordance with the *Fair Work Act 2009* (Cth) (**the Act**).

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

### 4 How does this Agreement operate in relation to other sources of employment entitlements?

This Agreement has been negotiated with employees and Union Representatives from the CPSU and FSU. This Agreement is not intended to reduce any entitlements provided by the National Employment Standards (**NES**) in the Act, or applicable long service leave legislation. Where there is any inconsistency between this Agreement and the NES or applicable long service leave legislation, the more beneficial provision will apply to you. Your Employment Agreement, any of our policies referenced in this Agreement (as varied from time to time), and the Banking Finance & Insurance Award 2020 (**Award**) do not form part of this Agreement.

## Part 2 – Types of employment & classifications

### 5 Types of Employment

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

## 5.1 Full time employment

As a full-time employee you:

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

## 5.2 Part-time employment

As a part-time employee you:

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

## 5.3 Maximum term employment

As a maximum-term employee you:

- a) will be engaged for a specific period of time or for a specific task or tasks;
- b) will have the expiry date of your employment specified in your Employment Agreement; and
- c) may work in a full-time or part-time capacity for the duration of your employment.

## 5.4 Casual employment

As a casual employee you:

- a) will be engaged by the hour and paid by the hour, for a minimum engagement of three (3) hours;
- b) will be paid the relevant hourly rate of pay for your role as derived from the minimum annual fixed remuneration for your role according to job family and Band level in accordance with clause 7.2, plus a casual loading of 25% for each hour worked;
- c) will be paid according to the provisions of clause 13 if you work outside the span of ordinary hours; and
- d) will be paid the casual loading in lieu of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other entitlements paid to full-time or part-time employees. Unless otherwise stated, casual employees are not entitled to any forms of paid or unpaid leave provided for under this Agreement.

## 5.5 Request for conversion

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

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



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

- it would require a significant adjustment to your hours of work in order for you to be employed as a full-time employee or part-time employee;
- your position will cease to exist in the period of 12 months after making the request;
- the hours of work which you are required to perform will be significantly reduced in the period of 12 months after making the request;
- there will be a significant change to either (or both) the days or hours of work you are required to perform in the period of 12 months after making the request which cannot be accommodated within the days or times you are available to work during that period.

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

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

Aware Super will discuss the above matters with you prior to providing you with this written notice.

## 6 Job Classification

We use a job classification framework which is aligned to the AON job evaluation methodology to group together jobs with similar role factors, such as:

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

The job classification framework determines which job family and Band level a role operates at, and in turn this determines the minimum annual fixed remuneration for your role according to clause 7.2. The job family and Band level are confirmed in the schedule of your Employment Agreement and may be viewed by you on our HR system. Once a job family and Band level have been determined for your role, they will not change unless the requirements of the role substantially change, and only then after consultation with you<sup>40</sup>. If you would like to better understand how your role is classified, you may submit a People & Payroll enquiry via ServiceNow to the People & Workplace Division. Job family classification descriptions are set out in **Schedule B**.

# Part 3 – Remuneration & related matters

## 7 Annual fixed remuneration

This clause applies to permanent and maximum term employees who are employed on a full time or part time basis. If you are a casual employee, this clause does not apply to your employment because you are engaged and paid by the hour.

## 7.1 Your annual fixed remuneration

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

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

### 7.1.1 Annual Fixed Remuneration for Packaged Employees

You are a 'Packaged Employee' for the purposes of this Agreement if you are a permanent or maximum term employee in a role classified at Band level 4 or 5 and:

- a) your annual fixed remuneration is \$160,000 (or more) or
- b) you are a Financial Planner or in an Acquisition role in the Marketing, Digital, Product & Development job family

As a Packaged Employee, your Annual Fixed Remuneration compensates you for the entitlements identified in the table below. For the avoidance of doubt, those entitlements are not payable separately to a Packaged Employee except where this Agreement expressly provides otherwise.

| <b><i>Your annual fixed remuneration compensates you for:</i></b>                                                                                                                                                                                                                                                                                                                                                                       | <b><i>You are eligible, where applicable, to receive:</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• additional hours meal allowance (clause 10.2);</li> <li>• safety allowance (clause 10.3);</li> <li>• reasonable additional hours <i>other than exceptional additional hours</i> (clause 13.4);</li> <li>• paid rest break during additional hours (clause 13.5.1);</li> <li>• payment of public holiday penalty rates (clause 15.1); and</li> <li>• paid rest breaks (clause 16.2).</li> </ul> | <ul style="list-style-type: none"> <li>• standby allowance (clause 10.1);</li> <li>• <i>higher duties allowance</i> (clause 10.4);</li> <li>• reimbursement of reasonable travel expenses (clause 10.5);</li> <li>• time off in lieu of payment for exceptional additional hours required or directed by us, subject to consultation and agreement (clause 13.4);</li> <li>• <i>reimbursement for travel home after additional hours worked</i> (clause 13.5.2);</li> <li>• <i>reimbursement for care expenses</i> (clause 13.5.3);</li> <li>• penalty rates for shiftwork penalty rates (clause 15.4); and</li> <li>• rest break after working additional hours outside the span (clause 16.3).</li> </ul> |

## 7.2 Minimum annual fixed remuneration

You will be paid no less than the minimum annual fixed remuneration (inclusive of superannuation contributions at the prevailing rate under Superannuation Guarantee Legislation (**Prevailing Rate**) and the additional employer contribution that we make on your behalf in accordance with clause 9.1 for the Band level of your role within the appropriate job family (pro-rata for part time employees). The minimum annual fixed remuneration table below does not include the CPI Top Up arrangement outlined in Clause 7.4 because there is no certainty as to whether the CPI Top Up will be triggered in any particular financial year.

The minimum annual fixed remuneration for each Band level and job family for each year of the Agreement is set out in the table below:

| Job Family<br>(refer to<br>Schedule B<br>for<br>definitions) | Classification<br>Band | Effective from<br>First Full Pay<br>Period (FFPP)<br>following<br>commencement<br>of the Agreement | Effective from FFPP in July of the applicable year<br>(first paid in September and backdated to July) |           |           |
|--------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------|-----------|
|                                                              |                        |                                                                                                    | FY27                                                                                                  | FY28      | FY29      |
| Corporate<br>Services                                        | Level 1                | \$69,425                                                                                           | \$71,855                                                                                              | \$74,702  | \$77,317  |
|                                                              | Level 2                | \$74,303                                                                                           | \$76,904                                                                                              | \$79,950  | \$82,749  |
|                                                              | Level 3                | \$85,873                                                                                           | \$88,879                                                                                              | \$92,400  | \$95,634  |
|                                                              | Level 4                | \$104,817                                                                                          | \$108,486                                                                                             | \$112,783 | \$116,731 |
|                                                              | Level 5                | \$147,398                                                                                          | \$152,557                                                                                             | \$158,600 | \$164,151 |
| Advice &<br>Guidance<br>Specialists                          | Level 1                | \$68,517                                                                                           | \$70,916                                                                                              | \$73,726  | \$76,307  |
|                                                              | Level 2                | \$76,232                                                                                           | \$78,901                                                                                              | \$82,026  | \$84,897  |
|                                                              | Level 3                | \$97,331                                                                                           | \$100,738                                                                                             | \$104,728 | \$108,394 |
|                                                              | Level 4                | \$131,021                                                                                          | \$135,607                                                                                             | \$140,978 | \$145,913 |
|                                                              | Level 5                | \$167,589                                                                                          | \$173,455                                                                                             | \$180,324 | \$186,636 |
| Projects &<br>Change                                         | Level 1                | \$68,517                                                                                           | \$70,916                                                                                              | \$73,726  | \$76,307  |
|                                                              | Level 2                | \$79,407                                                                                           | \$82,187                                                                                              | \$85,443  | \$88,434  |
|                                                              | Level 3                | \$96,423                                                                                           | \$99,798                                                                                              | \$103,751 | \$107,383 |
|                                                              | Level 4                | \$138,962                                                                                          | \$143,826                                                                                             | \$149,523 | \$154,757 |
|                                                              | Level 5                | \$157,493                                                                                          | \$163,006                                                                                             | \$169,462 | \$175,394 |
| Marketing,<br>Digital,<br>Product &<br>Developme<br>nt       | Level 1                | \$68,517                                                                                           | \$70,916                                                                                              | \$73,726  | \$76,307  |
|                                                              | Level 2                | \$82,016                                                                                           | \$84,887                                                                                              | \$88,250  | \$91,339  |
|                                                              | Level 3                | \$91,659                                                                                           | \$94,868                                                                                              | \$98,626  | \$102,078 |
|                                                              | Level 4                | \$115,708                                                                                          | \$119,758                                                                                             | \$124,502 | \$128,860 |
|                                                              | Level 5                | \$142,350                                                                                          | \$147,333                                                                                             | \$153,168 | \$158,529 |
| Member &<br>Client<br>Support<br>Services                    | Level 1                | \$68,517                                                                                           | \$70,916                                                                                              | \$73,726  | \$76,307  |
|                                                              | Level 2                | \$74,303                                                                                           | \$76,904                                                                                              | \$79,950  | \$82,749  |
|                                                              | Level 3                | \$85,873                                                                                           | \$88,879                                                                                              | \$92,400  | \$95,634  |
|                                                              | Level 4                | \$105,157                                                                                          | \$108,838                                                                                             | \$113,149 | \$117,110 |
|                                                              | Level 5                | \$138,312                                                                                          | \$143,153                                                                                             | \$148,823 | \$154,032 |
| Risk and<br>Legal                                            | Level 1                | \$68,517                                                                                           | \$70,916                                                                                              | \$73,726  | \$76,307  |
|                                                              | Level 2                | \$82,810                                                                                           | \$85,709                                                                                              | \$89,104  | \$92,223  |
|                                                              | Level 3                | \$101,301                                                                                          | \$104,847                                                                                             | \$108,999 | \$112,814 |
|                                                              | Level 4                | \$112,872                                                                                          | \$116,823                                                                                             | \$121,451 | \$125,702 |
|                                                              | Level 5                | \$161,532                                                                                          | \$167,186                                                                                             | \$173,808 | \$179,892 |
| Technology<br>& Data                                         | Level 1                | \$69,538                                                                                           | \$71,972                                                                                              | \$74,823  | \$77,442  |
|                                                              | Level 2                | \$79,067                                                                                           | \$81,835                                                                                              | \$85,076  | \$88,054  |
|                                                              | Level 3                | \$93,587                                                                                           | \$96,863                                                                                              | \$100,700 | \$104,225 |
|                                                              | Level 4                | \$113,438                                                                                          | \$117,409                                                                                             | \$122,059 | \$126,332 |
|                                                              | Level 5                | \$151,436                                                                                          | \$156,737                                                                                             | \$162,945 | \$168,649 |

For the avoidance of any doubt, the applicable Minimum Annual Fixed Remuneration for your classification Band level and job family (as set out in the table above) from FY27 onwards will be paid to you from the FFPP in September of the applicable year, provided you remain in employment and are not serving notice of termination at the time the payment is made, and it will be backdated to the FFPP in July of the applicable year.

Your actual annual fixed remuneration is set in accordance with the remuneration philosophy and principles described in the Group Remuneration Policy as approved by the Aware Super Board. You will not be paid less than the national minimum wage or any minimum wage detailed in the Banking, Finance and Insurance Award 2020 that would otherwise apply to you.

### 7.3 Interaction between minimum annual fixed remuneration and pay increases under clause 8

If your annual fixed remuneration after any applicable increase has been applied in accordance with clause 8 falls below the applicable Minimum Annual Fixed Remuneration set out in clause 7.2, you will be paid the applicable Minimum Annual Fixed Remuneration in accordance with clause 7.2.

## 7.4 CPI Top Up

### 7.4.1 Eligibility criteria

If you are a permanent or maximum term full-time or part-time employee at Band levels 1 – 4 covered by this Agreement, you will be eligible to receive a CPI Top Up increase of \$1,250 (inclusive of superannuation) to your annual fixed remuneration in accordance with clauses 7.4.2 and 8.1.1.

### 7.4.2 Trigger criteria

The CPI Top Up will be triggered as payable by us to you as an eligible employee if Annual CPI (as reported by the ABS at the end of May) is higher than the applicable guaranteed minimum annual fixed remuneration increase for that financial year, under clause 8.1.2 on the following basis:

| Year in Review       | FY26 (paid in FY27 remuneration review) | FY27 (paid in FY28 remuneration review)                   | FY28 (paid in FY29 remuneration review)                   |
|----------------------|-----------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|
| Payment Arrangements | Guaranteed to be paid (if eligible)     | Paid if CPI is at least 2% higher than 3.5% (if eligible) | Paid if CPI is at least 1% higher than 3.5% (if eligible) |

If the CPI Top Up is triggered for a financial year, it will be applied in the annual remuneration review for the following financial year, after the guaranteed annual fixed remuneration increase under clause 8.1.2 has first been applied.

## 7.5 When will I be paid?

Your base salary (being your annual fixed remuneration exclusive of employer superannuation contributions) will be paid fortnightly by Aware Super by electronic funds transfer. You will be provided with an electronic payslip for each pay period.

Except that, if you are an employee in a role classified at level 5 who is currently paid monthly, you will transition your payment frequency from monthly to fortnightly by 31 December 2026. New employees classified at Band level 5 who are employed after this Agreement commences operation may be paid on a fortnightly basis on commencement of their employment.

If your employment with us ends for any reason, we will pay all outstanding wages and accrued entitlements within 7 days of your last day of employment.

## 8 How will my annual fixed remuneration be reviewed?

### 8.1 If your role is classified at Band levels 1 – 4

#### 8.1.1 Your eligibility for an increase in annual fixed remuneration

If you are a permanent or maximum term full-time or part-time employee in a role classified at Band levels 1 – 4, you will receive the annual fixed remuneration increase percentage in the table at clause 8.1.2 effective from the FFPP in July of each year of the Agreement (first paid in September and backdated to the FFPP in July), provided that as at 1 July of that relevant year you:

- a) have been employed with us for greater than three (3) months and;
- b) are not on a performance improvement plan (PIP) and;
- c) have not otherwise received an increase to your annual fixed remuneration of at least the percentage increase in the table at clause 8.1.2 in the last three (3) months and;
- d) you remain employed by us on the date this becomes payable and are not serving notice of termination.

If you have received an increase to annual fixed remuneration in the preceding 3 months that is lower than the prescribed increase in clause 8.1.2, a top-up adjustment will be applied to up to the value of the prescribed annual increase.

If you are on a PIP as at 1 July of the relevant year, you will receive the annual fixed remuneration increase for that year effective from the next full pay period following the date your People Leader assesses you as meeting performance expectations.

#### 8.1.2 Guaranteed annual fixed remuneration increase

If your role is classified at Band levels 1 – 4, subject to meeting the eligibility criteria set out above in clause 8.18.1, you will receive the relevant increase to your annual fixed remuneration as set out in the table:

| <b>FY26</b><br><b>(increase already given to eligible employees)</b> | <b>On FFPP following a majority 'Yes' Vote</b> | <b>FY27</b> | <b>FY28</b> | <b>FY29</b> |
|----------------------------------------------------------------------|------------------------------------------------|-------------|-------------|-------------|
| 3%                                                                   | 2.5%                                           | 3.5%        | 3.5%        | 3.5%        |

You will be eligible to receive the 2.5% increase in the FFPP following a majority 'yes' vote (on your annual fixed remuneration at that time) if you were employed with us before 1 April 2026, remain employed by us on the date this becomes payable and are not serving notice of termination. If you receive the 2.5% increase, this will not exclude your eligibility to receive the full increase in FY27.

#### 8.1.3 Review of effective payment date

In the event that a new human resource information system and payroll system is operationalised during the life of this Agreement, we will review whether it is operationally possible to pay the guaranteed annual fixed remuneration increases for employees classified at Band levels 1 – 4 in the FFPP in July. Nothing in this Agreement requires us to make any change to clause 8.1.2.

### 8.2 If your role is classified at Band level 5

If your role is classified at Band level 5, we will review your annual fixed remuneration on an annual basis as part of the Annual Remuneration Review. We may choose to increase your annual fixed remuneration having regard to relevant matters as contemplated in the Group Remuneration Policy (including but not limited to factors such as: your most recent performance rating, any increase to your annual fixed



remuneration you have received in the last three (3) months, the Fund’s performance in the last 12 months, comparison to market, internal relativities (including consideration of the proximity of your remuneration to that of your direct reports) gender pay equity, etc).

If we choose to increase your annual fixed remuneration as an outcome of the Annual Remuneration Review, it will take effect in September of the relevant financial year and will be backdated to the FFPP in July of the same financial year subject to you remaining employed with Aware Super and are not serving notice of termination.

You will be eligible to receive any fixed remuneration increase determined by the Annual Remuneration Review process (as detailed above in clause 8.2), provided that as at 1 July of the relevant year:

- a) You are not on a performance improvement plan (PIP) and;
- b) You have not otherwise received a remuneration adjustment decision from the Consequence Management Committee that means you are ineligible to receive an increase to your fixed remuneration.

**8.2.1 Guaranteed fixed remuneration increase of 2.5%**

If your role is classified at Band level 5, you will be eligible to receive the 2.5% increase in the FFPP following a majority ‘yes’ vote (on your fixed remuneration at that time) if you were employed with us before 1 April 2026, remain employed by us on the date this becomes payable and are not serving notice of termination.

**8.3 Right to request more information regarding your remuneration**

If you would like to better understand where your annual fixed remuneration sits in relation to the market pay range for your role (having regard to all relevant matters in the Group Remuneration Policy), this information can be requested during your Annual Remuneration Review outcome conversation with your People Leader.

**8.4 Commitment to gender pay equality**

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

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

**9 Your superannuation**

**9.1 Employer Contributions**

We will pay a superannuation contribution on your behalf equal to the prevailing rate under Superannuation Guarantee Legislation (**Prevailing Rate**), plus an additional employer contribution of:

|      |      |      |      |
|------|------|------|------|
| FY26 | FY27 | FY28 | FY29 |
|------|------|------|------|

|      |      |    |    |
|------|------|----|----|
| 0.5% | 0.5% | 1% | 1% |
|------|------|----|----|

Superannuation contributions are included within the minimum annual fixed remuneration in clause 7.2 and are subject to the maximum concessional contributions under the Superannuation Guarantee Legislation.

If the Prevailing Rate increases, your annual fixed remuneration will increase by the additional increase in the Prevailing Rate and your base salary will not decrease as a result.

## 9.2 You can choose your own fund

We will make superannuation contributions to a complying fund of your choice. Where you have not chosen a fund, we will make contributions to the superannuation fund to which you are stapled. If you are not stapled to a fund, then the Aware Super fund will be the default fund for all superannuation contributions Aware Super makes on your behalf.

## 9.3 Voluntary employee and salary sacrifice contributions

- a) You may authorise us to pay, on your behalf, a specified amount from your post-taxation base salary into your chosen superannuation fund.
- b) You may elect at any time to make additional pre-tax contributions from your base salary into your chosen superannuation fund provided that:
  - i. Such election is made prior to the commencement of the period of service to which the earnings relate;
  - ii. Where salary sacrifice arrangements attract fringe benefits tax you will be liable for any payment of the fringe benefit tax;
  - iii. Salary sacrifice will not reduce your salary for the purposes of superannuation, redundancy, termination payment or for the calculation of any allowance, penalty rates or additional hours payment; and
  - iv. You do not make more than four (4) variations to your salary sacrifice arrangement within a financial year.

## 9.4 Contributions while you are absent from work

Subject to the governing rules of your nominated superannuation fund, we will make the superannuation contributions provided for in clause 9.1 in the following circumstances:

- a) whilst you are on any paid leave, including the paid portion of parental leave;
- b) whilst you are on unpaid parental leave, up to a maximum of eighty-four (84) weeks in the twenty-four (24) month period following the relevant birth, adoption or placement (see clause 25);
- c) whilst you are on approved unpaid carer's leave (see clause 23.4);
- d) for the period of absence from work (subject to a maximum of fifty-two (52) weeks) due to work-related injury or illness, provided that you are receiving workers compensation payments, or receiving regular payments directly from us in accordance with relevant statutory requirements, and that you remain duly employed.

## 10 Allowances

### 10.1 Stand-by allowance

- a) If you are required to be on stand-by to perform additional work outside your ordinary hours of work, you will be formally rostered and you must be contactable, fit for duty and available to return to work within a reasonable period of time for the rostered stand-by period.
- b) If you are formally rostered to be on stand-by, you will be paid an allowance on each occasion you are formally rostered on standby, for a standby period not exceeding 24 hours' duration, of:

|                                    |      |
|------------------------------------|------|
| Monday to Friday                   | \$50 |
| Saturday, Sunday or Public Holiday | \$55 |

- c) If you are recalled back to work within the rostered stand-by period, a minimum recall of two (2) hours will apply, and the additional hours worked will be treated as additional hours under clause 13.3 (unless you are a Packaged Employee in which case clause 13.4 will apply).
- d) Where the recall to work requires you to attend the office, at the conclusion of your recall to work you are entitled to a reimbursement for the cost of a ride share or taxi fare incurred for the journey between the office and your place of residence in accordance with clause 13.5.2.
- e) Where you are still completing tasks for which you were recalled while formally rostered on stand-by, when your ordinary working hours commence, the additional hours arrangements in clause 13 cease to apply, unless you have not had a 10-hour break between work as required by clause 16.3.

### 10.2 Additional hours meal allowance

- a) If you are not a Packaged Employee and you have either worked:
  - one and a half (1½) additional hours beyond your ordinary working hours on a day, or
  - five (5) or more additional hours on a Saturday outside of the span of ordinary hours or on a Sunday or public holiday, you will receive either a suitable meal or a meal allowance in accordance with the following:
    - \$27.71 per occasion effective from the date that this Agreement commences operation;
    - \$28.68 per occasion effective from 1 July 2026;
    - \$29.69 per occasion effective from 1 July 2027;
    - \$30.73 per occasion effective from 1 July 2028.
- b) If you are not a Packaged Employee and you work additional hours consecutively on any day which exceed five and a half hours, you will receive an additional meal allowance of:
  - \$20.19 per occasion effective from the date that this Agreement commences operation;
  - \$20.90 per occasion effective from 1 July 2026;
  - \$21.63 per occasion effective from 1 July 2027;
  - \$22.39 per occasion effective from 1 July 2028.

### 10.3 Safety allowance

- a) From time to time, we will call for volunteers to fill vacancies as a First Aid Officer in our workplaces.
- b) If we accept your application, or if you agree to be appointed by us, we will ensure you are a qualified and accredited First Aid Officer who can perform first aid duties.
- c) If you are not a Packaged Employee you will be paid a weekly safety allowance as described at sub-clause g) below.

- d) If you are a part-time employee, you will receive the weekly safety allowance pro-rated based on your part time fraction.
- e) The safety allowance will only be paid to you while you remain appointed to the role of First Aid Officer.
- f) If you are appointed as a qualified and accredited First Aid Officer you may be required to attend the office more frequently.
- g) The safety allowance will increase annually each July as follows:
  - \$20.19 per week effective from the date of commencement of this Agreement;
  - \$20.90 per week effective from 1 July 2026;
  - \$21.63 per week effective from 1 July 2027
  - \$22.39 per week effective from 1 July 2028.

## 10.4 Higher Duties allowance

- a) You are eligible to receive a higher duties allowance where you are required to act in a higher classified position for a period of no less than five (5) consecutive workdays.
- b) Where you undertake all duties of the higher classified position, and this has been formally agreed with your People Leader, you will be paid the minimum annual fixed remuneration of the higher classified role for the period during which higher duties are performed.
- c) Where you undertake partial duties of the higher classified position, an amount which is equal to 50% of the difference between the minimum annual fixed remuneration of the higher classified role and your current annual fixed remuneration will be paid for the period when partial higher duties are performed.

## 10.5 Travel allowance and reasonable work-related expenses

All reasonable travel and business expenses will be reimbursed with the approval of your people leader upon production of receipts, in accordance with the Travel & Expense Policy.

# Part 4 – Hours of work

## 11 When can I work my ordinary hours?

### 11.1 Span of ordinary hours

- a) If you work in the Member & Adviser Help Team your span of ordinary hours will be 7:00am to 8:30pm Monday to Friday, and 8:00am to 12:00 noon Saturday.
- b) If you work in any other Team, your span of ordinary hours will be 7:00am to 7:00pm Monday to Friday.

### 11.2 Arrangements for part time employees

- a) If you are a part-time employee, you will work the hours set out in your Employment Agreement, within the span of ordinary hours of work.
- b) All work performed by you outside of the span of ordinary hours, where you have been directed or required to do so by your People Leader, will be paid or compensated in accordance with clause 13 according to your role classification band level.

## 11.3 Shiftwork

- a) You will be designated as a *shiftworker* if we engage you through your Employment Agreement to perform your ordinary hours of work in accordance with any of the following shift definitions:

|                            |                                                                                        |
|----------------------------|----------------------------------------------------------------------------------------|
| <b>Early morning shift</b> | means any shift which commences between 4:00am and 7:00am.                             |
| <b>Afternoon shift</b>     | means any shift finishing between the end of your span of ordinary hours and midnight. |
| <b>Night shift</b>         | means any shift which finishes between midnight and 8:00am.                            |

- b) A *shiftworker* can be a permanent full time or part time, maximum-term or casual employee and is entitled to receive the applicable shiftwork penalty rates described at clause 15.4 for the whole shift.
- c) If we propose to convert your role into a shiftworker role we will:
- engage in major change consultation with you in accordance with clause 40.2; and
  - in the event that a definite decision post-consultation is made to proceed with converting your role into a shiftworker role, in the event you do not want to accept redeployment to the shiftworker role, this will constitute a redundancy and enliven your entitlements under clause 41 and clause 42.

## 12 How can I work more flexibly?

### 12.1 Requesting flexibility

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

Changes to working arrangements may include:

- changing total weekly hours or the total number of days worked;
- working fewer days in a week by working greater hours on those days you do work as ordinary hours (a compressed work week), for example 38 hours over 4 days, or 76 hours over a 9 day fortnight;
- variation to allowances;
- varying your working time pattern to include split shifts or job sharing;
- changing your start/finish time; or
- changing your office attendance expectations under clause 20.

Depending on the type of flexibility you need, you may be able to request a flexible working arrangement in accordance with the NES in the Act, or an Individual Flexibility Arrangement (**IFA**).

### 12.2 Individual Flexibility Arrangement (IFA)

An IFA is required if you need a variation to how the terms of this Agreement apply to you.

#### 12.2.1 What can I change in an IFA?

An IFA is required if you need a variation to how the terms of this Agreement apply to you.

In an IFA, we may both agree to change any one or more of the following matters:

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

In considering your request for an IFA, we will ensure that the IFA:

- only involves permitted matters under section 172 of the Act;
- does not include any unlawful terms (as defined in the Act);
- will result in you being better off overall than if no IFA was made; and
- is genuinely agreed by you and us.

### **12.2.2 Details of the IFA**

All IFAs will be documented in writing and will include details of how the arrangement will work. Once the arrangement is agreed, we will provide you with a copy of the written IFA agreed to under this clause within fourteen (14) days. It will include:

- a) your name, Aware Super's name, the date the IFA commences and our signatures (you cannot have someone sign the IFA on your behalf unless you are under 18 years of age, whereby a parent or legal guardian will sign for you);
- b) which terms of the Agreement will be varied by the IFA and how they will be varied; and
- c) how you will be better off overall as a result of the arrangement (than if no IFA were agreed to).

### **12.2.3 How can an IFA be terminated?**

If an IFA has been agreed, you or Aware Super may decide at any time that the arrangement no longer works for one or both parties. If this happens, either you or Aware Super may terminate the IFA by providing the other party twenty-eight (28) days' written notice (unless legislation provides for a longer period), or the arrangement may terminate at any time if both parties have agreed in writing.

## **13 Additional Hours**

### **13.1 What happens if I am required to work additional hours?**

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

### **13.2 Additional hours must be reasonable**

You may refuse a request to work additional hours where you have reasonable grounds for doing so or if those additional hours are unreasonable. In determining whether the additional hours are reasonable or unreasonable, the factors set out in the NES at section 62(3) of the Act must be taken into account:

- a) any risk to your health and safety from working the additional hours;
- b) your personal circumstances, including family responsibilities;
- c) the needs of our workplace or our enterprise in which you are employed;
- d) whether you are entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e) any notice given by Aware Super of any request or requirement to work the additional hours;
- f) any notice given by you of your intention to refuse to work the additional hours;
- g) the usual patterns of work in the industry, or the part of an industry, in which you work;

- h) the nature of your role, and your level of responsibility;
- i) whether the additional hours are in accordance with averaging terms included under section 63 in this Agreement that apply to you;
- j) any other relevant matter.

### 13.3 Eligibility for additional hours pay and time off in lieu:

If you are not a Packaged Employee and we have directed and approved you to complete additional hours of work, you are entitled to be paid at the applicable additional hours rates detailed in clause 13.3.1.

You may seek the approval of your People Leader to take the additional hours worked as Time Off in Lieu (TOIL) consistent with clause 13.3.2, instead of being paid for the additional hours.

#### 13.3.1 Additional hours payment rates

- a) In calculating pay rates for additional hours worked, each day's work will stand alone.
- b) Subject to this clause, all time worked at the direction of, and approved by, Aware Super:
  - outside the span of hours; or
  - in addition to your ordinary hours of work,

will be paid as follows:

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

- c) The additional hours rates for casual employees are *inclusive of* the 25% casual loading.
- d) Additional hours payments will only be made where you are required to work additional hours or have had a request to work them approved by your People Leader in advance of completing the additional hours. Advance approval from your People Leader is not required for employees in roles in the Member and Client Support Services Job Family who are reasonably expected to work overtime in order to complete any member call received before the end of their rostered hours.
- e) You are not entitled to payment under this clause in respect of ordinary hours worked outside the span of hours if such hours are worked without the approval of your People Leader

#### 13.3.2 Substituting additional hours pay for time off in lieu

- a) Subject to the agreement of your People Leader, you may elect to accrue Time Off In Lieu (TOIL) instead of receiving payment at the additional hours pay rates set out at clause 13.3.1.
- b) If you elect to accrue TOIL, you will:
  - i. accrue TOIL at the rate of one hour for each additional hour worked;
  - ii. take the TOIL at a time agreed between you and your people leader.
- c) You will not be entitled to take TOIL in respect of any additional hours for which you have already been paid in accordance with clause 13.3.1.
- d) Arrangements for utilising accrued TOIL are to be made with your People Leader, and as far as possible, TOIL should be taken within four (4) weeks of accrual. If an accrued TOIL balance

exceeds 20 hours, the excess amount will be paid out at the appropriate additional hours payment rate.

- e) Upon termination of employment, any accrued but untaken TOIL will be paid out at the applicable additional hours payment rate.

## 13.4 Eligibility for time off in lieu only:

If you are a Packaged Employee your annual fixed remuneration compensates you for reasonable additional hours except as follows:

- a) Where a requirement to work exceptional additional hours arises outside of normal role expectations we will consult with you and if you agree to perform the exceptional additional hours, then you will receive TOIL on an hour for hour basis as compensation.
- b) For the avoidance of doubt, supporting member or employer facing events conducted outside of the span of hours will for the purpose of this clause be treated as a “requirement to work additional hours outside of normal role expectations”.
- c) You may access TOIL at a time agreed between you and your People Leader. Arrangements for utilising accrued TOIL are to be made with your People Leader, and as far as possible, TOIL should be taken within the same quarter of the financial year in which the TOIL was accrued. If your accrued TOIL balance exceeds 7.6 hours, your People Leader may reasonably direct you to take TOIL.
- d) If you have not taken accrued TOIL within the period of 6 months after the additional hours were worked, the hours will be paid out at the rate of 150% of your ordinary hourly rate for each hour of TOIL.
- e) On termination of employment, any TOIL accrued but untaken will be paid out at the rate of 150% of your ordinary hourly rate for each hour of TOIL accrued.

### 13.4.1 Casual employees

If you are employed on a casual basis in a role classified at Band level 4 or 5, you will be paid for all additional hours in accordance with the additional hours payment rates described in clause 13.3.1.

## 13.5 Eligibility for associated additional hours reimbursements

### 13.5.1 Paid rest break during additional hours

- a) If you are not a Packaged Employee and you are required to work additional hours, you are entitled to a twenty (20) minute paid rest break once five (5) hours have elapsed since the last rest break. Packaged Employees will accrue TOIL, in accordance with clause 13.4, as opposed to payment, as compensation for their paid rest break.
- b) It is your responsibility to agree with your people leader when you will take your rest break, and to take your paid rest break. If you do not take your paid rest break, you will receive twenty minutes of TOIL as compensation.

### 13.5.2 Reimbursement for travel home after additional hours worked

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

### 13.5.3 Reimbursement for care expenses

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

## 14 Workload or role review escalation mechanism

You are encouraged to discuss your workload with your People Leader, no less frequently than quarterly during Pathway check-ins. If you would like to discuss workload with your People Leader more frequently, you can initiate the conversation in writing. If your People Leader does not respond within 21 calendar days (excluding the annual office shut down periods) or you are not satisfied with the outcome of the conversation, you can request a review of your workload from the People & Workplace Division.

Any WHS-related concerns regarding safe and tolerable workload should be raised with your People Leader in the first instance and, where appropriate, escalated as a health and safety incident in accordance with our WHS Policy.

In accordance with our Wellbeing Health & Safety Policy, we are committed to

- continuing to provide appropriate training, information and instructions on wellbeing health and safety and managing mental health in the workplace.
- So far as reasonably practicable, eliminating or minimising risks to health and safety (including risks associated with high job demands and other psychosocial and physical hazards);
- Complying with all work health and safety and workers compensation laws, regulations, codes and standards as they apply to our organisation.
- continuing our risk management actions to taking reasonable steps to identify and manage health, safety and wellbeing risks associated with excessive or sustained additional hours worked by employees covered by this Agreement.

To support this, during the term of this Agreement we will:

- a. maintain and apply our existing WHS policy, incident reporting processes and workload escalation arrangements in relation to workload and fatigue-related risks;
- b. provide guidance and training to People Leaders on recognising and responding to high work demand risks in relation to workload and fatigue, including where additional hours may indicate a need for intervention;
- c. as part of the future implementation of a new human resource information and payroll system, consider options to enhance the recording, visibility and review of additional hours reporting; and
- d. provide updates through the Joint Consultative Committee on the progress of these arrangements.

Nothing in this clause limits us from taking further steps at any time to address health, safety and wellbeing risks associated with workload or additional hours.

## 15 Penalty Rates

### 15.1 Eligibility for public holiday penalty rates:

- a) If you are not a Packaged Employee and we request you to work on a public holiday (either a National Public Holiday or a state-based public holiday applicable in your primary work location)

and you accept our request to work on a public holiday (and where agreement to substitute another day in accordance with clause 38.3 has not been reached) you will be entitled to the penalty rates set out in the table below:

| Penalty rate    | Full-time and part-time employees | Casual employees |
|-----------------|-----------------------------------|------------------|
|                 | % of ordinary hourly rate         |                  |
| Public Holidays | 250                               | 275              |

- b) The penalty rates for casual employees are *inclusive* of the 25% casual loading.

## 15.2 Minimum payment for additional hours worked on weekends or public holidays

If you are in a role classified at Band levels 1 – 3 and are required to work outside the span of ordinary hours on a Saturday, Sunday or a public holiday, you are entitled to a minimum payment of four (4) hours at the appropriate additional hours rate.

## 15.3 Eligibility for time off in lieu or working public holidays

- If you are a Packaged Employee, and we request you to work on a public holiday (either a National Public Holiday or a state-based public holiday applicable to your primary work location) and you accept our request to work on a public holiday, and where agreement to substitute another day in accordance with clause 38.3 has not been reached, you will be entitled to accrue TOIL on an hour for hour basis for all hours worked in accordance with clause 13.4.
- If you are employed on a casual basis in a role classified at Band level 4 or 5, you will be paid for all hours worked on a public holiday in accordance with the penalty rates described in clause 15.1.

## 15.4 Shiftwork penalty rates

The following penalty rates will apply on each occasion you are engaged to perform ordinary hours as a *shiftworker* as defined in clause 11.3:

| Penalty rate        | Full-time and part-time employees | Casual employees |
|---------------------|-----------------------------------|------------------|
|                     | % of ordinary hourly rate         |                  |
| Early morning shift | 112.5%                            | 137.5%           |
| Afternoon shift     | 120%                              | 145%             |
| Night shift         | 125%                              | 150%             |

If all of the ordinary hours in a fortnightly pay period for which you are engaged to work meet the definition of an afternoon shift or night shift, then you are entitled to an additional 5% loading on all hours worked in that fortnightly pay period.

## 15.5 Paid meal breaks for shiftworkers

- Meal breaks for shiftworkers will be of 20 minutes' duration and paid as if worked. In emergency circumstances a meal break may be deferred by mutual agreement.

- b) You will not be called upon to work a shift in excess of 5 hours without a meal break except where the daily hours to be worked are 6 hours or less, and you apply, and Aware Super agrees, to work for that extended period without a meal break.

## 15.6 Transport for employees on shiftwork

If an employee on shiftwork is required to physically attend an Aware Super office, arrangements for transport for employees finishing or commencing a shift between the end of the span of ordinary hours and 6.00am are to be satisfactorily established by Aware Super, taking into account the requirements of the particular office location and having regard to any special circumstances.

## 16 When can I take a break?

### 16.1 Meal breaks

You are not required to work more than five (5) consecutive hours without a meal break. However, where your daily hours to be worked are six (6) hours or less, you may agree with your people leader to work the extended six (6) hours period with no meal break.

Meal breaks:

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

### 16.2 Rest breaks

- a) If you are not a Packaged Employee and you are working more than five (5) ordinary hours in a day, you are entitled to two (2) 15-minute paid rest breaks. All paid rest breaks in:
  - i. **the Member and Adviser Help Team** will be taken at the time scheduled by the Workforce Management team. You will not be rostered to take your break during the first hour of your daily schedule, however, from time to time, the break time within your roster may be adjusted (including to be within the first hour) if this is required to accommodate unplanned operational requirements.
  - ii. **all other Teams** will be taken at a time mutually agreed by you and your People Leader. If agreement cannot be reached, your People Leader may direct you to take a paid rest break at a specific time according to operational requirements.
- b) It is your responsibility to take your paid rest break. If you do not take your paid rest break you will not receive any additional compensation.
- c) If you work less than five (5) ordinary hours in a day, you are only entitled to one paid rest break of 15-minutes duration.
- d) If you are an employee in a role classified at Band level 5, you are not entitled to any paid rest break, but you are entitled to take an unpaid rest break at a time mutually agreed between you and your People Leader.

### 16.3 Rest break after working additional hours outside the span

- a) When additional hours are necessary, it will be arranged by your People Leader, where reasonably practicable, for you to have at least 10 consecutive hours off duty between the work of successive days.
- b) If you are required to commence work on a successive day after working additional hours, and you have not had at least 10 consecutive hours off duty between the end of your work on one day

and the start of your work on the next day, you will be released from duty after the additional hours are finished until the you have had 10 consecutive hours off duty without loss of pay for ordinary hours of work time which occur during this absence.

- c) If you are not a Packaged Employee and your People Leader instructs you to resume or continue work without having had 10 consecutive hours off duty you must be paid at 200% of the minimum hourly rate until you are released from duty.

## 16.4 Lactation breaks

We recognise your right to breastfeed in the workplace and we will provide you with paid lactation breaks to allow you time to breastfeed or express breast milk.

## 17 Training and Development

### 17.1 Internal and external learning and development

Permanent and maximum term employees have access to internal and external learning and development opportunities, aligned to your current role or professional development, and in accordance with the relevant company policies including the Education & Training Policy, which does not form part of this Agreement.

Costs may be reimbursed for approved courses with prior approval of your People Leader. Reasonable time off for study, examinations or lectures when they occur during normal hours of work may be approved by your People Leader subject to operational requirements and in accordance with the relevant company policies.

### 17.2 Growth and capability development

As part of our Pathways program, we encourage you to set growth goals to support your ongoing development and the framework supports ongoing discussions on your growth with your People Leader. We encourage you to participate in opportunities provided regarding education, exposure and experience in relation to the ethical use of artificial intelligence technological capabilities and agile ways of working.

## 18 Job Flexibility

- a) During the course of your employment and where business needs require, we may temporarily (for no more than two (2) weeks) move you into a similar level position to your current position, where you have the requisite skills and/or experience.
- b) Where business needs require, we may invite you to extend your temporary move into such a similar level position, by mutual agreement, for a period longer than two (2) weeks but no greater than 3 months.

## 19 Right to disconnect

We acknowledge your right, and we encourage you, to disconnect from work outside of your normal working hours in accordance with the Act. The right to disconnect does not prohibit us from sending emails, messages or other forms of contact to you outside of your normal working hours. You may refuse to monitor, read or respond to such contact, or attempted contact, unless your refusal is unreasonable.

## 20 Where can I work?

- a) We believe in embracing an approach to work that maximises the benefits of home-based working with those of working together in the office to connect and collaborate with colleagues. You will be assigned a primary office location in your Employment Agreement. However, you may choose to work from an office location closer to where you live or to work from home on some occasions by agreement with Aware Super.
- b) None of our roles will operate fully from home and some of our roles have an inherent requirement to attend the office every day.
- c) You will be required to have regular attendance in the office. We expect on average that office attendance for all full-time employees will be at least two (2) days a week, and for People Leaders at least three (3) days a week, with more time being spent in the office for key activities that your leader will determine in consultation with you and your team members.
- d) We will provide reasonable average attendance expectations for part-time employees, taking into consideration your regular work pattern and your part-time fraction.
- e) When you do work from home, it is expected that you will work your usual pattern of work hours. We expect on average that most full-time employees will work from home at least two days a week, excluding those in roles that have an inherent requirement to attend the office more frequently.
- f) From time to time, we will reasonably require you to attend the office or a specific location for a work-related event or purpose (e.g. a Town Hall) on a day that you may otherwise have worked from home.
- g) Outside of your usual pattern of work hours, and in accordance with your right to disconnect, it is not expected that you remain connected to work.
- h) You may request a variation to these average attendance expectations (e.g. arising from a flexible work request under clause 12, or because of an adjustment required to accommodate a disability or a diagnosed medical condition). Please contact your People Leader and the People Advisory Team in the People & Workplace Division.

## Part 5 – Leave and public holidays

### 21 Annual Leave

- a) Time out is important - we all work hard and have busy lives. If you are employed on a full-time basis, you will accrue four (4) weeks of annual leave per year of service or a pro-rata equivalent if you are employed on a part-time basis.
- b) If you are a casual employee, you will not accrue annual leave.
- c) Leave is accrued according to your ordinary hours of work. However, it does not accrue during periods of unpaid leave.
- d) Unused annual leave accrues and accumulates from year to year and is paid out to you if it has not been taken when you leave your employment with us.

#### 21.1 Letting us know when you want to take leave

- a) You are required to provide us with as much notice as possible of the dates of your proposed annual leave by applying for leave no less than four (4) weeks prior to the date that your annual leave is proposed to commence. Your People Leader will confirm your leave request within two (2) weeks of submitting it.
- b) Your People Leader will not unreasonably decline your request for annual leave.



- c) In considering whether to approve your request, your People Leader will consider your personal circumstances and the timing of your proposed leave with regards to business needs, and other team member leave dates.

## 21.2 Requiring you to take a break

- a) We encourage you to take your leave and sometimes we will direct you to take annual leave – but we'd only do that if it's reasonable. We may require you to take leave where:
  - i. you have accrued an excessive amount of annual leave of eight (8) weeks or more; or
  - ii. where we shut down part or all of the business like we usually do over the Christmas and New Year period as specified in clause 39.
- b) If we wish you to take leave because you have an excessive amount of leave, we will attempt to agree a plan with you to reduce your excessive balance. If no agreement is reached, we may then direct you to take leave providing such a direction will not result in your remaining accrued entitlement to annual leave being less than six (6) weeks.
- c) If we require you to take annual leave, we will give you a minimum of four (4) weeks' notice.

## 21.3 Requesting to take a break

If you have held an excessive amount of accrued annual leave of eight (8) weeks or more for more than six (6) months and have not been required to take leave as described in clause 21.2, you may submit a written request to your people leader to take annual leave.

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

## 21.4 Not paid annual leave

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

- a) A day or part day that is a public holiday occurs in your work location, during your period of annual leave (it will count as an ordinary workday instead); or
- b) If, during a period of paid annual leave, you take any other leave type (other than unpaid parental leave) provided for in the NES; or
- c) You are absent from employment due to community service leave provided for in clause 30.

## 21.5 Cashing out excess annual leave

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

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

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

## 21.6 How we calculate and pay your annual leave entitlements

We calculate the accrual of your annual leave entitlements depending on how you work. If you work:

- a) **Full-time** – you will accrue leave in accordance with your ordinary hours of work, up to the maximum entitlement specified for each year of continuous service.
- b) **Part-time** – you will accrue leave on a pro-rata basis based on your ordinary hours of work.
- c) on a **casual** basis – you do not accrue leave.
- d) **Shiftworker** – for the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays continuously rostered 24 hours a day for 7 days a week.

Your accrued annual leave entitlements are calculated and paid using your base salary unless otherwise specified.

## 22 Purchased Leave

- a) If you have an annual leave balance of less than eight (8) weeks, you may be eligible to apply to purchase up to four (4) additional weeks of annual leave per year (pro-rata for part-time employees) via a salary sacrifice arrangement in accordance with the Purchase of Additional Annual Leave Policy.
- b) By purchasing additional annual leave, you will be reducing your salary by the monetary value of the number of weeks' annual leave purchased.
- c) Additional annual leave can only be purchased in full weeks and must be taken within the twelve (12) month period from when the arrangement commenced.
- d) Should your employment end part way through a year, any additional purchased annual leave will be paid out to you at the rate for which you purchased it.

## 23 Personal/Carer's Leave

- a) If you cannot work because you are sick or injured, or you need to care for or support an immediate family member or member of your household who is sick, injured or affected by an unexpected emergency, you may take personal/carer's leave.
- b) Where additional carer's leave is required, and you have exhausted your paid personal/carer's leave entitlement, you are entitled to an additional two (2) days' unpaid leave.
- c) Your people leader has the discretion to grant additional unpaid leave if you have exhausted your entitlement.

### 23.1 What personal/carer's leave will I receive?

- a) If you are a full-time employee, you will receive fifteen (15) days paid personal/carer's leave per year of service. The entitlement is pro-rated for part-time employees.
- b) Personal/carer's leave accrues progressively from year to year, according to your ordinary hours of work.
- c) Unused personal/carer's leave is not paid out upon cessation of employment.

### 23.2 Letting us know

- a) We need to plan for your absence, so you are required to give your People Leader as much notice of your absence as possible and you may be asked to explain the likely duration and reason for your absence.
- b) Where reasonably practicable this notification shall be made no less than one (1) hour prior to the commencement of your workday/shift.

## 23.3 Evidence

- a) You are entitled to a maximum of three (3) successive days of personal/carer's leave without providing proof that you were entitled to take that leave, unless those days are taken on a workday or shift that immediately precedes or follows a weekend or public holiday, or where Aware Super considers that there is an identified pattern of absence, in which case you may be required to provide proof of the reason for the absence.
- b) Proof of the reason for the absence must be provided by way of a medical certificate from a registered health practitioner or a statutory declaration.

## 23.4 Superannuation whilst on unpaid carer's leave

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

# 24 Compassionate Leave

## 24.1 Eligibility

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

- a) a member of your immediate family, or a member of your household:
  - i. contracts or develops a personal illness that poses a serious threat to their life; or
  - ii. sustains a personal injury that poses a serious threat to their life; or
  - iii. dies; or
- b) a child is stillborn, where the child would have been a member of your immediate family, or a member of your household, if the child had been born alive; or
- c) you (or your spouse or de facto partner) have a miscarriage.

Casual employees are entitled to two days paid compassionate leave and up to three (3) days of unpaid leave for each permissible occasion.

"Immediate family" is a defined term in this Agreement (see the definition at clause 52).

## 24.2 Letting us know

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

# 25 Parental Leave

## 25.1 Eligibility

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

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

## 25.2 What Parental Leave will I receive?

- a) Where you are providing care for a child, you are eligible to take unpaid parental leave in accordance with the NES and any other entitlement as set out in this clause 25 and this Agreement.
- b) Where you do not have primary responsibility for the care of a child and your partner is on parental leave, you may take up to eight (8) weeks of unpaid concurrent parental leave within the first year or the birth, adoption or placement event.
- c) If you are a permanent full-time or part-time employee you will be eligible for paid parental leave in accordance with this clause 25 within the first year of birth or placement of the child. There is no minimum service period required to access unpaid or paid parental leave.
- d) If you are eligible for paid parental leave under this clause 25, you will be entitled to up to twenty (20) weeks' paid parental leave, calculated on the basis of your pre-parental leave base salary. If at the time of taking paid parental leave you are within your probation period, a maximum of eight (8) weeks of paid parental leave can be taken during your probation period, with the remaining twelve (12) weeks to be taken after you have completed your probation period.
- e) Paid parental leave payments under this clause 25 will be paid at your pre-parental leave base salary on a normal fortnightly basis, or at the rate of half pay over an extended period at your election.
- f) The paid parental leave entitlement must commence being taken in the period prior to the child turning one (1) or within the first year of placement, and can only be used within two years of the child's birth or date of placement, after which the entitlement no longer applies.
- g) Additional details regarding the application and notification of all parental leave provisions can be found in the relevant Company policy (which does not form part of this Agreement).

## 25.3 Grandparents leave

If you are or will be a grandparent, and are a permanent employee, you are entitled to five (5) days' paid grandparent leave. This leave must be taken within the first twelve (12) months of the birth, adoption or placement of your grandchild.

## 25.4 Pre-adoption leave

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

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

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

## 25.5 Superannuation whilst on parental leave

We will pay the relevant SGC during unpaid parental leave up to a maximum of eighty-four (84) weeks in the twenty-four (24) month period following the relevant birth, adoption or placement, calculated using your pre-parental leave base salary.

## 25.6 Paid special maternity leave

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

## 25.7 Accrual of leave whilst on paid parental leave

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

## 25.8 Keeping in touch days

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

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

## 25.9 Remuneration review on return to work

You will be eligible to participate in the annual remuneration review while you are on paid parental leave, however, we will also automatically review your annual fixed remuneration upon your return to work from a period of paid parental leave.

## 26 Gender Affirmation Leave

We recognise the importance of providing a safe and supportive environment when you are undertaking gender affirmation. Where you wish to permanently adopt a gender that is different to your birth sex, you may take up to four (4) weeks' paid gender affirmation leave and fifty-two (52) weeks' unpaid gender affirmation leave, to undertake the process of gender affirmation. The period of unpaid gender affirmation leave taken is inclusive of any other paid leave taken, including the four (4) weeks' paid gender affirmation leave. You must have completed twelve (12) months continuous service at the time of application.

On ending or exhausting your gender affirmation leave, you are entitled to return to your pre leave position or a substantially similar and available position if your original one no longer exists. If you have exhausted your gender affirmation leave, you may submit a request to your People Leader for additional gender affirmation leave (without having to exhaust all other accrued annual leave or paid personal/carers leave).

## 27 Long Service Leave (LSL)

The LSL entitlement under this clause 27 satisfies, and is not in addition to, any entitlements you may have under state long service leave legislation.

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

### 27.1 Entitlement to Long Service Leave based on continuous service

You are entitled to receive:

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

## 27.2 Rate of pay at the time LSL is taken or payable

The rate of pay at the time you take LSL (or at which LSL becomes payable in accordance with LSL legislation) will be calculated in accordance with the state LSL legislation applicable to you.

## 27.3 Pro rata entitlement to access LSL

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

## 27.4 What types of absences will count as service for the purpose of accruing LSL?

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

## 27.5 Interaction between LSL and public holidays

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

## 27.6 Entitlement to receive LSL on a pro-rata basis after five years' continuous service in certain circumstances

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

## 28 Wellbeing Leave

- a) We believe in creating a workplace that supports and cares for the 'whole' employee. If you are a permanent employee you are entitled to paid wellbeing leave each financial year to enable you to take a short break from work and focus on your personal wellbeing. Wellbeing Leave is credited at the start of each financial year (for use before the end of the current financial year in which they commenced employment) on the following basis:

|                                     | FY26   | FY27   | FY28   | FY29   |
|-------------------------------------|--------|--------|--------|--------|
| Commencing employment before 31 Dec | 2 days | 3 days | 2 days | 2 days |
| Commencing employment after 1 Jan   | 1 day  | 2 days | 1 day  | 1 day  |

- b) Wellbeing Leave does not accrue from year to year and is not paid out if your employment with Aware Super ends.

- c) We need to plan for your absence, so when taking wellbeing leave, you need to notify your People Leader as far in advance as possible, but no less than one hour prior to the commencement of your workday or shift and, where possible, one day's notice prior if your planned leave falls on a workday or shift that immediately precedes or follows a public holiday.

## 29 Sabbatical Leave

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

## 30 Community Service Leave

We recognise and support the valuable contribution you can make by participating in voluntary emergency management activities. If you are a permanent full-time or part-time employee and you are a member of an emergency management body (such as the SES or Rural Fire Service), you are entitled to up to twenty (20) days' paid Community Service Leave per annum if you are required by them to help deal with an emergency or natural disaster. This leave does not accrue from year to year and is not paid out if your employment with us ends. Under the NES you also are entitled to further periods of unpaid community service leave for the same purpose.

## 31 Natural Disaster Leave

We also want to support you at times when you or members of your immediate family are experiencing difficult circumstances as a result of a natural disaster. If you are a permanent full-time or part-time employee and need to evacuate or defend your property or secure alternative premises as a result of a natural disaster, you are entitled up to one (1) weeks' paid natural disaster leave. This leave can also be used to support immediate family members in similar circumstances and may be extended by a further one (1) weeks' paid leave at the discretion of your people leader. Natural Disaster Leave does not accrue from year to year and is not paid out if your employment with us ends.

## 32 Volunteering Leave

We care about the wider community and believe in creating a workplace that supports the connections you have with your community. One (1) day's paid volunteering leave is credited at the start of each financial year to all employees who have passed their probation period to enable you to undertake volunteering activities for a registered charity or community organisation. Volunteering leave does not accrue from year to year and is not paid out if your employment ends.

## 33 Family and Domestic Violence Leave

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

### 33.1 Permanent employees

If you are a permanent full-time or part-time employee and are experiencing domestic and family violence you can access uncapped paid leave for the purpose of obtaining medical and / or legal assistance, for

attending court appearances or counselling, to assist in relocation or to make arrangements necessary for the safety and security of you and your family.

### 33.2 Maximum term and casual employees

If you are a maximum term or casual employee and are experiencing domestic and family violence you can access up to 20 days' paid leave in any one financial year for the purpose of obtaining medical and / or legal assistance, for attending court appearances or counselling, to assist in relocation or to make arrangements necessary for the safety and security of you and your family.

### 33.3 Providing support

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

### 33.4 Taking leave

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

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

## 34 Jury Service

Aware Super supports you in participating in community services, such as Jury Service. All permanent and maximum-term employees will receive make up pay for Jury Service. Make up pay is the difference between what you would have earned under the terms of your employment and payment you receive for performing jury service.

## 35 Additional Leave

We have a very comprehensive set of leave arrangements, but also recognise that life can be unexpected and sometimes unplanned events cause periods of significant stress which require unplanned time off work. Additional paid or unpaid leave can be considered in exceptional circumstances and when all other leave options have been exhausted. Should you wish to make an application for such leave, you should discuss your specific circumstances with your People Leader, and they will apply discretion on a case-by-case basis, balancing your needs with team and operational requirements.

## 36 Reproductive Health Leave

### 36.1 Entitlement

- a) Permanent and maximum term employees who are full time are entitled to up to 12 days' paid reproductive health leave each financial year (pro rata for part time employees according to part time fraction and pro rata for maximum term employees according to the duration of the contract).

- b) This leave entitlement is non-accumulating from financial year to financial year and may be taken in blocks of multiple days, full single days or in hours as required subject to meeting the eligibility requirements set out below at clause 36.2.
- c) Any remaining unused entitlement leave will not accrue from year to year or be paid out on termination of employment. Permanent employees who start part way during a financial year will be eligible for a pro-rated reproductive health leave entitlement on commencement of employment.
- d) You are encouraged to discuss your needs with your People Leader or your people partner from the People & Workplace team to consider whether a flexible work arrangement may also assist you in best meeting your health and wellbeing requirements as well as ensuring business/operational requirements can be met.

## 36.2 Eligibility

You will be eligible for Reproductive Health Leave:

- where you are unfit for work due to the symptoms associated with:
  - a Reproductive Health Condition;
  - peri/menopause;
- where you are unavailable to work due to:
  - requiring medical treatment or a medical procedure (including a preventative health care screening or accompanying your spouse or de facto partner to IVF treatments) related to a Reproductive Health Condition or peri/menopause, or
  - attending a specialist medical appointment, related to a Reproductive Health Condition or peri/menopause;
- you or your spouse or de facto partner have experienced a pregnancy miscarriage at less than 20 weeks' gestation and you have already exhausted your entitlement to compassionate leave in accordance with clause 24.

## 36.3 Notice

- a) If you intend to take reproductive health leave, you should give your People Leader as much notice as practicable in the circumstances so that your People Leader may plan for your absence, but no less than 1 hour prior to the commencement of your workday/ shift.
- b) You may be required to provide appropriate evidence to support your request for leave (such as a medical certificate or letter from your medical practitioner or statutory declaration) – if you do not feel comfortable supplying this information to your People Leader you may ask to supply it to a member of the Wellbeing Health & Safety team in the People & Workplace Division.

## 36.4 Flexibility

We will approve any reasonable request from you if you require workplace flexibility for reasons relating to your reproductive health, including but not limited to:

- a) Working from home;
- b) Access to flexible working hours and arrangements (such as a change in hours, patterns, days, duties and location of work);
- c) Reasonable changes to the work environment, including facilities, to provide comfortable and safe working conditions (for example, which alleviate symptoms or facilitate treatment);
- d) Provision of longer or more frequent breaks;

- e) The ability to rest in a quiet area in the workplace;
- f) Job sharing arrangements or job redesign; and
- g) The right to access reasonable unpaid leave

These arrangements may be temporary, or you may request ongoing flexible working arrangements and workplace adjustments to accommodate recurring, ongoing or chronic symptoms, conditions or issues.

## 37 Aboriginal & Torres Strait Islander Cultural & Ceremonial Leave

### 37.1 Entitlement

- a) Permanent full time employees are entitled to up to 3 days' paid Aboriginal & Torres Strait Islander cultural and ceremonial leave in each financial year (pro rata for part time employees).
- b) This leave entitlement is non-accumulating from financial year to financial year and may be taken in blocks or in full single days as required subject to meeting the eligibility requirements set out below at clause 36.2.
- c) Any remaining unused entitlement leave will not accrue from year to year or be paid out on termination of employment. Permanent employees who start part way during a financial year will be eligible for a pro-rated entitlement on commencement of employment.
- d) You may apply to your People Leader for additional days of unpaid cultural and ceremonial leave if you have exhausted your paid cultural and ceremonial leave entitlement, subject to operational requirements.

### 37.2 Eligibility

You will be eligible for Aboriginal & Torres Strait Islander cultural and ceremonial leave where you identify as Aboriginal or Torres Strait Islander and you will access the leave for purpose of cultural and ceremonial obligations, including attendance at NAIDOC week events, return to country/land or as an addition or supplement to Compassionate Leave (clause 24) in relation to Sorry Business / Sad News or funerals.

### 37.3 Notice and Approval

If you intend to take Aboriginal & Torres Strait Islander cultural and ceremonial leave, you should give your People Leader as much notice as practicable in the circumstances so that your People Leader may plan for your absence.

## 38 Public Holidays

### 38.1 Entitlement to be absent on a public holiday

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

The following are national public holidays under the NES in the Act – New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, the King's birthday (on the day it is celebrated in your State), Christmas Day and Boxing Day.

The following are public holidays declared by individual states:

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

If the state in which you live declares or prescribes a public holiday in addition to or in substitution of those set out in this clause 38 those days will constitute additional holidays for the purpose of this Agreement.

### 38.2 Requesting you to work on a public holiday

If we request you to work on a public holiday we will seek volunteers six (6) weeks prior to the public holiday. If we do not receive adequate volunteers, we may request you to work on a public holiday. You may refuse to work on a public holiday if: (a) our request is unreasonable, or (b) you have reasonable grounds.

### 38.3 Substituting another day off

If you volunteer or are requested to work on a public holiday you can substitute the public holiday for another day off by mutual agreement with your People Leader. If we are unable to agree to your requested substitute day, you will be compensated in accordance with the penalty rates described in clause 15.1. You will be entitled to no less than four (4) hours' pay, provided you are available to work for four (4) hours. If you are in a role classified at Bands 4 or 5, this clause will apply to the exclusion of your right to accrue TOIL in accordance with clause 13.4.

### 38.4 Swapping State-based Public Holidays for a day of cultural significance

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

## 39 End of Year Shutdown

### 39.1 End of Year Shutdown Duration and Specified Dates

We will have an End of Year Shutdown period of a total duration of ten (10) working days, comprising the following elements, on the dates specified in the table below:

- three (3) days of paid Shutdown Leave;
- four (4) days of Annual Leave; and
- three (3) national public holidays.

| End of Year Shutdown                                                                                                                   | Dates on which Shutdown Leave entitlement provided by Aware Super                   | Dates on which Annual Leave is required to be taken by you                                               | National Public Holidays (including gazetted substitute public holidays) |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <b>2026-2027</b><br>Last day at work will be Wednesday 23 December 2026 and our first day back at work will be Thursday 7 January 2027 | Thursday 24 December 2026<br>Tuesday 29 December 2026<br>Wednesday 30 December 2026 | Thursday 31 December 2026<br>Monday 4 January 2027<br>Tuesday 5 January 2027<br>Wednesday 6 January 2027 | Christmas Day<br>Boxing Day<br>New Year's Day                            |
| <b>2027-2028</b><br>Last day at work will be Thursday 23 December 2027 and our first day back at work will be Friday 7 January 2028    | Friday 24 December 2027<br>Wednesday 29 December 2027<br>Thursday 30 December 2027  | Friday 31 December 2027<br>Tuesday 4 January 2028<br>Wednesday 5 January 2028<br>Thursday 6 January 2028 | Christmas Day<br>Boxing Day<br>New Year's Day                            |
| <b>2028-2029</b><br>Last day at work will be Friday 22 December 2028 and our first day back at work will be Monday 8 January 2029      | Wednesday 27 December 2028<br>Thursday 28 December 2028<br>Friday 29 December 2028  | Tuesday 2 January 2029<br>Wednesday 3 January 2029<br>Thursday 4 January 2029<br>Friday 5 January 2029   | Christmas Day<br>Boxing Day<br>New Year's Day                            |

## 39.2 Skeleton Staff

- In certain parts of our business, according to operational requirements, we may reasonably request or require a small number of employees to work on some, or all, of the specified dates on which Shutdown Leave or Annual Leave must be taken during the End of Year Shutdown (**the Skeleton Staff**).
- Your People Leader will consult with your team and advise on whether or not your team requires skeleton staff. Where possible, your People Leader may call for volunteers at least six (6) weeks prior to the End of Year Shutdown period, but if adequate volunteers are not received, your People Leader may request you to work on one or more of the days during the End of Year Shutdown period as part of the Skeleton Staff.
- You will not be required to work on a National Public Holiday other than in accordance with the requirements of clause 38 and clause 15.1.
- Where you are required to work as part of the Skeleton Staff during the Shutdown Leave entitlement dates (as described in the table at clause 39.1) you will be entitled to take a substitute day for use in accordance with the requirements of clause 39.3(c).

## 39.3 Shutdown Leave Entitlement

- Permanent and maximum term full time employees are entitled to three (3) days' paid Shutdown Leave on the dates specified in the table at clause 39.1. Casual employees are not entitled to End of Year Leave. Part time employees will be eligible for Shutdown Leave on the dates specified in the table at clause 39.1 according to your regular work pattern (i.e. based on the days on which you are normally scheduled to work and your ordinary hours of work on those days).
- Shutdown Leave is in addition to, and separate from, your entitlement to annual leave in accordance with clause 21. This paid leave entitlement does not accrue or accumulate from financial year to financial year and cannot be paid out on termination of employment.
- If you are required, in accordance with clause 39.2(d), to work on one or more of three (3) days specified as the Shutdown Leave entitlement dates in the table at clause 39.1, then you will be entitled to take a substitute day by mutual agreement with your People Leader. Substitute days for Shutdown Leave must be taken before the end of the current financial year in which it is accrued. Unused substitute days will be lost at the end of the financial year.

## 39.4 Direction to take Annual Leave

- a) We direct all permanent and maximum term full time employees to take four (4) consecutive days of annual leave during the End of Year Shutdown period on the dates specified in the table at clause 39.1. If you are a part-time employee, we direct you to take annual leave according to your regular work pattern on the dates specified in the table at clause 39.1.
- b) If you do not have sufficient annual leave accrued to cover some or all of the dates on which you are directed to take Annual Leave during the End of Year Shutdown period as specified in the table at clause 39.1, your People Leader will work with you to explore and consider alternative options (including combinations of):
  - i. volunteering to work as part of the Skeleton Staff, in accordance with clause 39.2;
  - ii. accessing Wellbeing Leave, in accordance with clause 28;
  - iii. taking accrued TOIL, in accordance with clause 13;
  - iv. taking purchased leave, in accordance with clause 22,
  - v. taking paid annual leave in advance of accrual; and/or
  - vi. unpaid leave by mutual agreement.

# Part 6 – Consultation, redundancy & redeployment

## 40 Consultation

### 40.1 When must we consult with you?

#### 40.1.1 Application

This term applies if we:

- a) have made a *definite decision* to introduce a *major change*; or
- b) propose to introduce a change to the regular roster or ordinary hours of work of employees.

#### 40.1.2 Appointing a representative and obligation on us to recognise appointed representatives

The relevant employees may appoint a representative for the purposes of the consultation procedures in this clause 40.

If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise us of the identity of the representative; then we must recognise the representative.

#### 40.1.3 Defined terms

In this clause 40:

- a) **relevant employees** means the employees who may be affected by a change as referred to above;
- b) **definite decision** has its ordinary meaning;
- c) **Major change** means to a major change to production, program, organisation, structure or technology in relation to our enterprise that is likely to have a significant effect on the relevant employees; and
- d) A major change is **likely to have a significant effect on the relevant employees** if it results in:
  - (i) the termination of the employment of employees; or

- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

## 40.2 Major change

For a major change referred to in clause 40.1.1(a), we must notify the relevant employees (and any representative they appoint), the FSU and the CPSU of the decision to introduce the major change. In this circumstance, clauses 40.2.1 to 40.2.4 will apply.

**40.2.1** As soon as practicable after making its decision, we must discuss with the relevant employees, the FSU and the CPSU:

- a) the introduction of the change; and
- b) the effect the change is likely to have on the employees; and
- c) measures we are taking to avert or mitigate the adverse effect of the change on the employees.

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

**40.2.2** For the purposes of the discussion in clause 40.2.1 — we must provide, in writing, to the relevant employees, the FSU and the CPSU:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the employees; and
- c) any other matters likely to affect the employees.

**40.2.3** However, we are not required to disclose confidential or commercially sensitive information to the relevant employees, the FSU and the CPSU.

**40.2.4** We must give prompt and genuine consideration to matters raised about the major change by the relevant employees, the FSU and the CPSU.

## 40.3 Change to regular roster or ordinary hours of work

For a major change referred to in clause 40.1.1(b), we must notify the relevant employees, the FSU and the CPSU of the proposed change. Clauses 40.3.1 to 40.3.5 apply.

**40.3.1** The relevant employees may appoint a representative for the purposes of the procedures in this term.

**40.3.2** If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise us of the identity of the representative; then we must recognise the representative.

**40.3.3** As soon as practicable after proposing to introduce the change, we must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:

- (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what we reasonably believe will be the effects of the change on the employees; and
  - (iii) information about any other matters that we reasonably believe are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**40.3.4** However, we are not required to disclose confidential or commercially sensitive information to the relevant employees.

**40.3.5** We must give prompt and genuine consideration to matters raised about the change by the relevant employees.

## 41 What happens if my role is made redundant?

### 41.1 Notice of termination

In the event of termination of employment by reason of redundancy, we will provide you written notice that we are ending your employment, in accordance with clause 42.1 plus an additional two (2) weeks' notice if you have completed your probation period.

### 41.2 Redundancy pay entitlements

The provisions of this clause apply to you if you are a full-time or part-time employee. It does not apply to casual employees or maximum term employees where employment ends due to the effluxion of time.

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

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

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

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

After five (5) years' continuous service, you are entitled to an additional two (2) weeks of redundancy pay for each year of continuous service thereafter and the pro-rata equivalent for each month of completed service in your last year, to a maximum total of sixty (60) weeks after thirty (30) years of continuous service.

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

#### **41.2.1 Transfer of Employment – ineligibility for redundancy pay**

You will not be entitled to receive any above-NES entitlement to redundancy pay under this clause 41.2.1 where there is a Transfer of Employment in relation to you and your new employer recognises your service with us for redundancy pay purposes or where:

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

In the above circumstances, we also reserve our right to make an application to the Fair Work Commission under s.120(2) of the Act.

### **41.3 Redeployment**

- a) In the event your role is made redundant, we recognise the importance of exploring redeployment opportunities prior to your employment ending by reason of redundancy – in order to retain talent, maintain employee engagement, preserve security of employment where possible, mitigate financial impacts (on you and us), and to ensure, in circumstances where you are unsuccessful in being redeployed, that your termination of employment is a genuine redundancy.
- b) During any consultation period where the redundancy of your role is contemplated in accordance with clause 40.2, we will support you to identify alternate roles within Aware. If following consultation your role is confirmed as redundant, we will take all reasonable steps to actively seek out redeployment opportunities with you during your notice of termination of employment (as described at clause 41.1 above).

#### **41.3.1 Redeployment activities**

Following confirmation of the redundancy of your role (as described in clause 41.3 above) redeployment activities will occur up to the termination of your employment at the end of your notice period (in accordance with clause 41.1). Such activities may include:

- a) Participating in fair and transparent redundancy selection processes (for example: if your role is one of many roles with the same position description which has been identified for a reduction in roles you will need to participate in a selection process; or, where your role is one of many impacted by a change proposal involving the creation of new vacant roles);
- b) Inviting you to attend a redeployment information session;
- c) Offering you support through our employee assistance program;
- d) Providing you with a weekly list of all current permanent and maximum term vacancies in Aware Super;
- e) Working together to help you assess your skills, experience, qualifications and career aspirations in order to best match you to potentially suitable vacancies for which you have the skills and competence required to perform to the required standard either immediately or within a reasonable period of retraining;
- f) Provide access to an external outplacement service provider;
- g) Supporting you to access relevant education and training available internally and explore such external opportunities as relevant to your career aspirations; and
- h) Exploring your suitability and interest in redeployment to a non-comparable role but only if there is no other redeployee for whom that role is comparable.

#### **41.3.2 Other redeployment considerations**

- a) We acknowledge that other considerations may be relevant to you during redeployment, such as:

- the location of any redeployment opportunity;
  - the level of annual fixed remuneration; and
  - the level of responsibility.
- b) We will not presume that you will refuse, but neither will we force you to accept, redeployment into any role which:
- is in a significantly different geographical location to your current role (e.g. in a different city, or different state or territory), or
  - has a lower annual fixed remuneration, or
  - has a lower level of responsibility.

## 41.4 Notice of termination in event of termination by reason of redundancy

- a) Notice of termination will be in accordance with clause 42.1.
- b) If you are a part-time employee at the time your employment ends on the grounds of redundancy, but you have been engaged to work a greater number of hours in the past five (5) years, then your redundancy pay entitlements will be calculated on a weighted average of the hours you have worked over the past five (5) years and on your base salary at the time of your employment ends.

## 41.5 Employee leaving during notice period

Where you are given notice of termination in circumstances of redundancy, you are required to work that notice period in order to receive your redundancy pay. However, Aware Super may permit you to cease employment earlier, in which case you will remain entitled to receive the benefits and payments you would have received under this clause had you remained in employment until the expiry of the notice, noting that your redundancy pay entitlements will be recalculated according to your revised period of completed continuous service according to your earlier termination date. You will not, however, be entitled to payment in lieu of the remaining period of notice that is not served.

## 41.6 Job search entitlement – redundancy

Where you have been given notice of termination in circumstances of redundancy, you will be entitled to one (1) day of paid leave during each week of your Notice of Termination for the purpose of seeking other employment. Job search entitlement leave only applies during your Notice of Termination period in accordance with clause 41.1.

# Part 7 – Termination & Dispute Resolution

## 42 What is my notice period?

### 42.1 Termination by Aware Super

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

| Your period of continuous service | Period of Notice                   |                              |
|-----------------------------------|------------------------------------|------------------------------|
|                                   | If you are 45 years old or younger | If you are over 45 years old |
|                                   |                                    |                              |

|                                                                                             |         |                  |
|---------------------------------------------------------------------------------------------|---------|------------------|
| Within your probation period                                                                | 1 week  | 1 week           |
| After completion of your probation period if you have less than 2 years' continuous service | 1 month | 1 month          |
| More than 2 years of continuous service                                                     |         | 1 month & 1 week |

If we are ending your employment by reason of redundancy after you have completed your probation period, you will be entitled to an additional two (2) weeks' notice on top of the notice period outlined above.

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

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

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

## 42.2 Resignation

If you choose to resign from Aware Super, you are required to provide the notice period specified in your Employment Agreement or where a notice period is not specified, you are to provide the same notice as that required to be provided by Aware Super in clause 42.1. If you are over 45 years old, you are not required to provide us the additional one (1) weeks' notice.

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

If you don't give us the required notice, we may deduct from your final salary a sum equal to the amount of notice you did not give. This clause will not operate such as to allow deductions from accrued but unused NES entitlements.

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

## 43 What is the process for dealing with disputes?

### 43.1 Dispute process

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

- a) As soon as practicable, you will raise the matter with your people leader and allow them the opportunity to remedy the dispute.
- b) If you and your people leader are unable to resolve the dispute by mutual agreement, or where the dispute means that direct discussions between you and your people leader are not possible or impractical, you can refer the matter to your next senior people leader or Group Executive and allow them the opportunity to remedy the cause of the dispute.
- c) If you and your senior people leader and/or Group Executive are unable to resolve the dispute, you can refer the matter to the People team who will attempt to resolve the matter.

- d) If the matter remains unresolved, it may be referred by either party to the Fair Work Commission to resolve as it considers appropriate, including by mediation, conciliation, expressing an opinion, or making a recommendation, arbitration, or making a binding determination.

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

## 43.2 Continuing to work

Whilst attempting to resolve the dispute, you must:

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

You will not be prejudiced as to the outcome of the dispute by the continuance of work in accordance with this clause 43.1.

# Part 8 – Other permitted matters

## 44 Union Representation

We recognise the rights of our employees to choose to be a member of a union and to elect union workplace representation for the purpose of this Enterprise Agreement (union workplace representation).

### 44.1 Voluntary union induction sessions

Where requested by the FSU or the CPSU, we will:

- a) inform them of the number of new starters to Aware Super for the last completed quarter of the financial year, specifying how many new starters we had in that quarter of the financial year; and
- b) assist with the scheduling of voluntary induction sessions.

### 44.2 Workplace delegate rights

A union workplace delegate will perform their representative duties and exercise their rights as described in **Schedule C**. For the purpose of performing representative duties and exercising an employee's rights as a workplace delegate, they may request and will, subject to operational requirements and the request being reasonable, be released by their People Leader, from their normal duties without loss of pay.

### 44.3 Workplace delegate taking leave for union training

A union workplace delegate may apply for a maximum of five (5) days' paid leave in any year to attend industrial relations training courses recognised by Aware Super and the relevant union. Their People Leader reserves the right to request details of the nature, content and duration of the training course and

have this provided by them prior to approval being provided to attend the course. Approval will be granted for the leave, subject to Aware Super being able to make adequate staffing arrangements for the duration of the leave period. We may require a delegate to provide proof of attendance at the course before paying for the leave and we will not be liable for any other expenses.

## 45 Managing underperformance

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

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

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

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

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

## 46 Managing misconduct

We will also ensure procedural fairness is followed when managing allegations of misconduct. Where concerns emerge with regard to your conduct, your people leader will raise these concerns with you and, where Aware Super considers it appropriate, address them through informal performance management and coaching in the first instance.

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

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

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

## 47 Work Health and Safety

We care about the health, safety and wellbeing of our employees and are committed to our Work Health and Safety (WHS) Duties to ensure our people's physical and psychological health and safety at work. Our commitments are reflected in our WHS Policy. As part of our duty of care, we commit to maintaining appropriate agreed work health and safety consultation arrangements. Where those agreed arrangements are to have a Work Health and Committee, the Committee will meet quarterly as a minimum to engage and consult on matters that relate to, and/or impact, our people's health and safety.

## 48 Artificial intelligence

We recognise the potential of artificial intelligence (AI) to improve work processes and create efficiencies for the benefit of our members, our employees and our enterprise. We are committed to always having an ultimate human decision-maker for employment-related decisions involving major change consultation, performance management and termination of employment.

Where we are considering the adoption of an Artificial Intelligence (AI) tool or feature that is reasonably likely to result in major change, we will consult in accordance with clause 40.2. For the purposes of this clause, a material impact may arise where an AI tool or feature is proposed to:

- a) automate all, or a substantial part, of an employee's role; or
- b) substantially change the duties or capability requirements of an employee's role

## 49 Employee data governance

In line with relevant legislation and regulation, employee data is collected, stored and used in accordance with our relevant frameworks, policies and procedures (which vary from time to time) with oversight of our Data Governance Council.

## 50 Joint Consultative Committee

We aim to meet with senior representatives of both Unions around three (3) times a year (generally in March, July and October) to discuss future skills needs, education, training, growth and development opportunities for employees in the banking, finance and insurance industry.

## 51 Prohibition on use of non-compete clauses

We do not use non-compete clauses and we will not seek to enforce non-compete clauses on termination of employment for employees covered by this Agreement. We reserve our right to protect our legitimate commercial interests as a fund (and for the sake of our members) by using and, when necessary, enforcing post-employment restraints in relation to non-solicitation obligations and protecting our confidential information.

## 52 Definitions

| Term                      | Definition                                                                                                                                                                                                                                            |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ABS                       | Australian Bureau of Statistics                                                                                                                                                                                                                       |
| Act                       | The <i>Fair Work Act 2009</i> (Cth) or any successor of that Act                                                                                                                                                                                      |
| Agreement                 | This <i>Aware Super Services Enterprise Agreement 2025</i> including all schedules and any undertakings required by the Fair Work Commission during the approval process                                                                              |
| Annual CPI                | Means the ABS Consumer Price Index ( <i>All Groups; CPI; Australia</i> ) which measures household inflation, showing the percentage change over 12 months in the cost of a typical basket of goods and services purchased by households in Australia. |
| Annual Fixed Remuneration | Base Salary plus employer superannuation contributions                                                                                                                                                                                                |

| Term                             | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Remuneration Review       | A review conducted at the beginning of each financial year in accordance with the remuneration philosophy and principles described in the Group Remuneration Policy as approved by the Aware Super Board. The review is completed in September before the end of Q1 of the new financial year in conjunction with your performance review for the prior financial year. CPS511-designated roles are subject to additional regulatory requirements which may affect the completion timeline for their Annual Remuneration Review. |
| Award                            | The Banking, Finance and Insurance Award 2020 or any successor of that instrument                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Aware or Aware Super             | Aware Super Services Pty Ltd (ACN 633 384 059) as the employer entity of the Fund                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Base Salary                      | Your ordinary hourly rate of pay multiplied by your ordinary hours per week, multiplied by 52. Base salary excludes superannuation.                                                                                                                                                                                                                                                                                                                                                                                              |
| Casual employee                  | An employee engaged and paid by the hour.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Classification                   | The Grade and job family assigned to your role                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Continuous Service               | Your length of continuous service (inclusive of service with any previous employer that is recognised by Aware Super) excluding any period prescribed by the Act or long service leave legislation (where applicable) said not to count as service                                                                                                                                                                                                                                                                               |
| Employee                         | A person employed by Aware Super in a role at a classification level and in a job family covered by this Agreement                                                                                                                                                                                                                                                                                                                                                                                                               |
| Employment Agreement             | Your individual employment contract detailing the terms and conditions of employment with Aware Super                                                                                                                                                                                                                                                                                                                                                                                                                            |
| FFPP                             | Means the First Full Pay Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Former Pillar Agreement Employee | An employee who transferred to FSS Trustee Corporation on 14 April 2014 from Pillar Administration, and who was covered by the Pillar Administration Enterprise Agreement 2012 immediately prior to the commencement of the First State Super Service Centre Enterprise Agreement 2015 and who was in employment with FSS Trustee Corporation on the date of commencement of the First State Super Service Centre Enterprise Agreement 2015                                                                                      |
| Full time                        | An employee engaged to work an average of 38 ordinary hours per week or an average of one hundred and fifty-two (152) hours over four (4) weeks (either on a permanent or maximum-term basis)                                                                                                                                                                                                                                                                                                                                    |
| FWC                              | Fair Work Commission or its successor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Genuine redundancy               | Has the same meaning as set out at section 389 of the Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Immediate Family                 | A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee.<br>A child, parent, grandparent, grandchild or sibling of a spouse or de factor partner of the employee.<br>A spouse includes a former spouse.<br>A person related to you by Aboriginal or Torres Strait Islander kinship structures.                                                                                                                                                                                             |
| LSL                              | Long Service Leave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| Term                                 | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum-term                         | An employee engaged for a specific period of time or for a specific task or tasks. Your Employment Agreement will nominate an expiry date. You may work in a full-time part-time capacity for the duration of the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| NES                                  | The National Employment Standards as contained in Part 2-2 of the Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Packaged Employee                    | An employee at Band Level 4 or 5 with an annual fixed remuneration of \$160,000 (or more), a Financial Planner or an employee in an Acquisition role in the Marketing, Digital, Product & Development job family whose annual fixed remuneration compensates them for certain specified entitlements in this Agreement                                                                                                                                                                                                                                                                                                                                                                                |
| Part-time                            | An employee engaged to work less than thirty-eight (38) ordinary hours each week (either on a permanent or maximum-term basis).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| People Leader                        | The person you directly report to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Pre-parental leave base salary       | Your pre-parental leave base salary for the purpose of your entitlement to paid parental leave under clause 25 will be calculated according to your substantive time fraction for which you are employed as recorded in your Employment Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Probation                            | A period of six (6) months' service in your employment with Aware Super commences that enables us to assess if you are suitable for the role or business and for you to assess whether the role or business is suitable for you.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Reproductive Health Condition        | Including (but not limited to) any condition, illness or issue (including any experience of pain or discomfort), whether temporary or permanent, relating to menstruation, pregnancy, breastfeeding and lactation, contraception, miscarriage and pregnancy loss, perimenopause, menopause, chronic conditions such as poly-cystic ovarian syndrome/polyendocrine metabolic ovarian syndrome and endometriosis, hormone therapy, fertility related issues, genetic carrier screening, In Vitro Fertilisation (IVF), and other forms of assisted reproductive health services, vasectomy, hysterectomy and terminations, and preventative health care such as breast, cervical and prostate screening. |
| Prevailing Rate                      | The superannuation contribution we must make on your behalf to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee Legislation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Superannuation Guarantee Legislation | The <i>Superannuation Guarantee Charge Act 1992</i> (Cth) and the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| TOIL                                 | Time off in lieu                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Transfer of Employment               | Has the meaning given by the Act                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| We or us                             | Aware Super                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Year                                 | Refers to the Australian financial year, unless otherwise specified                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| You                                  | Employee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## **Schedule A – Former Pillar Agreement Employee Redundancy Entitlements**

Former Pillar Agreement Employees will be entitled to the following payment in lieu of the notice period in clause 42.1 and redundancy payment in clause 41:

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

For the avoidance of doubt, all other provisions in clause 41 (redundancy) and clause 42 (notice of termination) will apply.

## Schedule B – Job Family Classification Descriptions

| JOB FAMILY                                                                                                                                     | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Corporate Services</b><br><br><i>Formerly known as, “Corporate Services (HR, Finance, Admin Support)”</i>                                   | Roles where skill sets are in administrative support, enterprise strategy, human resources, finance, actuarial, tax, fund accounting, and investment performance attribution assessment and reporting services (“investment services”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Advice &amp; Guidance Specialists</b><br><br><i>Formerly known as, “Advice Planning (Financial Planners and Technical support)”</i>         | Roles that provide direct wealth management and financial guidance and advice to members and clients. Roles which only have a minimum requirement of an RG146 qualification are excluded from this job family.<br>Indicative job titles include: Advice Delivery Manager, Guidance Delivery Manager, Guidance Team Leader, Financial Planner, Super and Retirement Advisor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Projects &amp; Change</b>                                                                                                                   | Roles that develop, implement, and deliver enterprise-level projects within defined timeframes. It includes skill sets in project management, change management, process improvement, and business analytics. These roles are characterised by their ability to operate across multiple Divisions at Aware (N.B. participation in agile ways of working, e.g. as a delivery squad member or scrum master, will not create coverage under this job family).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Marketing, Digital, Product &amp; Development</b><br><br><i>Formerly known as, “Member Growth”</i>                                          | Roles requiring skill sets in marketing, marketing related data research and insights, digital content, external affairs, and communications;<br>Roles responsible for managing and developing superannuation and advice related products and services, and all acquisition and distribution related functions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Member and Client Support Services</b><br><br><i>Formerly known as, “Member Service (Service Centre, CSO Network and Member Solutions)”</i> | Roles that cover tasks and accountabilities relating to member superannuation and insurance products, administration and enablement services. This includes roles responsible for: <ul style="list-style-type: none"> <li>• handling member queries, administration requests relating to superannuation products (accumulation; defined benefits; retirement-related, etc.), and providing information and general advice if RG146 qualified;</li> <li>• educating members and clients on existing products, enhancing the customer experience, quality and assurance responsibilities;</li> <li>• handling member queries and administration requests and claims relating to insurance products (salary continuance, death benefits and other corporate insurance, etc.);</li> <li>• enablement functions that support member engagement delivery;</li> <li>• providing member &amp; client guidance and advice implementation support services.</li> </ul> Indicative job titles include: Service Consultant, Specialist Service Consultant, Advice Implementation Specialist, Senior Advice Implementation Specialist Client Service Officer, Team Leader (Member & Adviser Help Team). |
| <b>Risk &amp; Legal</b>                                                                                                                        | Roles specific to risk management, including: risk strategy, operational risk & compliance, risk reporting, and risk analytics (and includes Line 1 Risk roles);<br>Roles providing legal advice which require a qualified Legal practitioner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Technology &amp; Data</b><br><br><i>Formerly known as, “Technology”</i>                                                                     | Roles that design, develop, manage, support and govern digital architecture and systems, data assets, and technology solutions to enable secure analytics and information outcomes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## Schedule C – Workplace Delegates' Rights

1. This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

*NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with this clause.*

2. In this clause:

- a) **employer** means Aware Super;
- b) **delegate's organisation** means the FSU or CPSU in accordance with the rules of which the workplace delegate was appointed or elected; and
- c) **eligible workers** means members and persons eligible to be members of the FSU or CPSU who are employed by the employer in the enterprise.

3. Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

### 5. Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

- d) consultation about major workplace change;
- e) consultation about changes to rosters or hours of work;
- f) resolution of disputes;
- g) disciplinary processes;
- h) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- i) any process or procedure within an award, enterprise agreement or workplace policy of the employer under which eligible workers are entitled to be represented, and which concerns their industrial interests.

### 6. Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible workers for the purpose of representing their industrial interests under sub-clause 5 of this clause. This includes discussing membership of the delegate's organisation and representation with eligible workers.
- b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

### 7. Entitlement to reasonable access to the workplace and workplace facilities

- a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;
  - ii. a physical or electronic noticeboard;
  - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;
  - iv. a lockable filing cabinet or other secure document storage area; and

- v. office facilities and equipment including printers, scanners and photocopiers.
- b) The employer is not required to provide access to or use of a workplace facility under sub-clause 7(a) of this clause if:
  - i. the workplace does not have the facility;
  - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

## **8. Entitlement to reasonable access to training**

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

- a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.
- b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:
  - i. full-time or part-time employees; or
  - ii. regular casual employees.
- c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

## **9. Exercise of entitlements under this clause**

- a) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - i. comply with their duties and obligations as an employee;
  - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - iii. not hinder, obstruct or prevent the normal performance of work; and
  - iv. not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.
- b) This clause does not require the worker to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.
- c) This clause does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

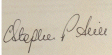
*NOTE: Under section 350A of the Act, the employer must not:*

- (a) unreasonably fail or refuse to deal with a workplace delegate; or*
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or*
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.*



# Execution

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

DocuSigned by:  
  
02FC3FBC64A447D...

Signature of authorised representative

Stephen Hill, Group Executive People & Workplace

**Name and Position of authorised representative (please print)**

09 June 2026 | 2:43 PM AEST

Date

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

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

DocuSigned by:  
  
609C3052D97A4F1...

Signature of authorised representative

Ian Pendleton, Group Executive Legal & Company Secretariat

**Name and Position of authorised representative (please print)**

10 June 2026 | 8:39 AM AEST

Date

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



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

Signed by:  
  
7F4A96D05AFE4BA...

Signature of authorised representative

Stewart Little Federal Secretary

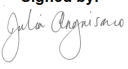
**Name and Position of authorised representative (please print)**

09 June 2026 | 2:49 PM AEST  
Date

**Address:** L3 160 Clarence Street, Sydney NSW 2000



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

Signed by:  
  
ECC6B28602A746D...

Signature of authorised representative

Julia Angrisano National Secretary

Authorised under Rule 61 of the Finance Sector Union of Australia Rules to sign industrial agreements

**Name and Position of authorised representative (please print)**

09 June 2026 | 3:03 PM AEST

Date

Address: Level 13, 380 La Trobe Street, Melbourne VIC 3000