



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Unity Care Services Pty Ltd T/A Australian Unity
(AG2024/1760)

AUSTRALIAN UNITY RESIDENTIAL AGED CARE & RETIREMENT COMMUNITIES ENTERPRISE AGREEMENT 2024

Aged care industry

COMMISSIONER YILMAZ

MELBOURNE, 21 JUNE 2024

*Application for approval of the Australian Unity Residential Aged Care & Retirement
Communities Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Unity Residential Aged Care & Retirement Communities Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Unity Care Services Pty Ltd T/A Australian Unity. The Agreement is a single enterprise agreement.

[2] The Agreement covers the following related employing entities:

- Australian Unity Care Services Pty Ltd (ABN 065 558 134);
- Australian Unity Retirement Living Management (ABN 97 003 434 115);
- Australian Unity Better Living Services (ABN 62 131 346 382).

[3] I note only one Employer Declaration (Form F17B) was lodged on behalf of the employing entities. The Applicant provided submissions that the declaration is on behalf of all three entities as a joint undertaking and if they were to each separately file a F17B, it would be an exact replication but for the name of the employer. Accordingly, I am satisfied with dispensing with the requirement for each entity to lodge separate declarations as allowed by Rule 7 of the *Fair Work Commission Rules 2024*.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer,

however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] I observe that clause 54 of the Agreement is likely to be inconsistent with the National Employment Standards (NES). However, noting the undertaking referred to above, I am satisfied the more beneficial entitlements of the NES will prevail.

[7] The Australian Nursing and Midwifery Federation, the Health Services Union, and the Health Services Union Victoria No. 1 Branch trading as 'Health Workers Union', each being a bargaining representative for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisations.

[8] The Agreement is approved and in accordance with s.54, will operate from 28 June 2024. The nominal expiry date of the Agreement is 30 June 2028.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE525164 PR776327>

Annexure A



Undertaking

FWA Matter no:
AG2024/1760

Section 185- Application for approval of a single enterprise agreement

Pursuant to Section 190 of the *Fair Work Act 2009 (Cth)*, Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management and Australian Unity Better Living Services provides the following undertaking in respect of the *Australian Unity Residential Aged Care & Retirement Communities Enterprise Agreement 2024*.

Undertaking 1)

1. Clause 54.2 Definitions

- The definition of compassionate leave will be extended to apply to circumstances where the employee, or a member of the employee's immediate family or household experiences a stillbirth or miscarriage.

2. Clause 54.3 (a) i) Entitlement to compassionate leave

- The circumstances in which an employee may take compassionate leave for a particular permissible occasion will be extended to include circumstances where the employee, or a member of the employee's immediate family or household experiences a stillbirth or miscarriage.

Signed by bargaining representative on behalf of Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management and Australian Unity Better Living Services (Australian Unity):

Name: Dean Chesterman

Position: Group Executive People and Culture

Signature:

A handwritten signature in black ink, appearing to be "D. Chesterman", written over a horizontal line.

Date: 18 June 2024

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

Australian Unity

Residential Aged Care & Retirement Communities Enterprise Agreement 2024



Contents

Part 1 – Application and operation	1
1. Title	1
2. Coverage.....	1
3. Period of operation	1
4. Definitions.....	2
5. Individual flexibility arrangements	4
Part 2 – Consultation, representation and dispute resolution.....	5
6. Consultation about major change.....	5
7. Consultation about changes to hours of work.....	6
8. Dispute resolution	7
9. Union delegate rights	8
Part 3 – Employment arrangements	9
10. Full-time employment	9
11. Part-time employment	9
12. Casual employment	9
13. Regular hours of work.....	9
14. Working at other Australian Unity locations.....	10
15. Secondary employment.....	10
16. Background checks.....	11
17. Unsatisfactory performance, conduct or behaviour	11
18. Workload management	12
19. Occupational health and safety.....	13
Part 4 – Classifications and pay related matters.....	13
20. Classification structure.....	13
21. Minimum pay rates	14
22. Higher duties	15
23. Nurse in Charge special wage rate	16
24. Leading hand allowance	16
25. Working unsupervised special wage rate.....	17
26. Lower duties	18
27. Nurse qualification allowance.....	18
28. Care companion qualification allowance	19
29. Uniforms	19
30. Personal protective equipment	20
31. Tools	20
32. Private vehicle expenses	20

33. Travel expenses	20
34. Vaccination expenses.....	20
35. Overtime meal allowance	20
36. On-call allowance	21
37. Superannuation	21
38. Payment of wages	22
Part 5 – Hours of work, penalty rates and related matters.....	22
39. Rostering.....	22
40. Ordinary hours	23
41. Broken shifts	24
42. Minimum shift payments.....	24
43. Minimum contractual hours	25
44. Breaks between shifts	25
45. Breaks during shifts	26
46. Shift work and weekend work	28
47. Public holidays worked	30
48. Travel time.....	31
49. Sleepover shifts.....	31
50. Overtime	32
Part 6 – Leave and public holidays	35
51. Aboriginal and Torres Strait Islander cultural leave.....	35
52. Annual leave	36
53. Community volunteering leave.....	40
54. Compassionate leave and sorry business leave.....	41
55. Cultural and religious practices leave.....	43
56. Deep listening leave	44
57. Defence Force leave	44
58. Emergency services volunteer leave.....	45
59. Family and domestic violence leave	46
60. Jury service leave.....	48
61. Long service leave.....	50
62. Parental leave.....	51
63. Personal / carer’s leave	54
64. Personal leave discretionary entitlement	56
65. Study leave	58
66. Union delegate training leave	60
67. Unpaid leave	60
68. Wellbeing leave	61
69. Public holidays	62

70. Interaction with NES	64
Part 7 – Termination of employment	65
71. Termination of employment by Australian Unity.....	65
72. Termination of employment by an employee.....	66
73. Redundancy benefits	66
74. Payment on termination of employment.....	70
Part 8 – Transition to new enterprise agreement.....	70
75. Transitional terms	70
Signatures	73
Appendix A – Classification Structure and Descriptors	74
Care Services Employees	74
Nursing Employees.....	77
Lifestyle Services Employees.....	82
Administrative Services Employees	84
Maintenance / Gardening and Driving Services Employees	87
Food Production Employees	91
General Services Employees.....	93
Appendix B – Australian Skills Classification descriptors.....	99
Appendix C – Minimum Wage Rates	103
Roles in the classification structures	103
Special wage rates.....	106
Roles not in the classification structures	107
Appendix D – State public holidays	109

Part 1 – Application and operation

1. Title

- (a) This agreement is known as the Australian Unity Residential Aged Care & Retirement Communities Enterprise Agreement 2024.

2. Coverage

- (a) This Agreement covers:

- (i) the following Australian Unity employing entities:

- Australian Unity Care Services Pty Ltd (ABN 44 065 558 134); and
- Australian Unity Retirement Living Management (ABN 97 003 434 115); and
- Australian Unity Better Living Services (ABN 62 131 346 382); and

- (ii) employees of Australian Unity who:

- are covered by either the *Nurses Award 2020* or the *Aged Care Award 2010*; and
- are engaged in the Residential Aged Care or Retirement Communities businesses in Australian Unity; and
- are classified in the classification structure in Appendix A or in accordance with clause 20.1(b); and

- (iii) subject to the Fair Work Commission noting it in its approval decision:

- the Australian Nursing and Midwifery Federation; and/or
- the Health Services Union; and/or
- the Health Services Union Victoria No 1 Branch, trading as the “Health Workers Union” (HWU).

3. Period of operation

- (a) This Agreement will commence operation on 21 September 2024 or seven days after its approval by the Fair Work Commission, whichever is later.
- (b) The nominal expiry date of this Agreement is 30 June 2028 or any earlier date that the Fair Work Commission notes in its approval decision.

4. Definitions

4.1. General definitions

- (a) **Australian Unity** means any of the employing entities referred to in clause 2 (Coverage).
- (b) **Contractual engagement** means to the type of employment contract whether it be a permanent, maximum term or casual contractual engagement.
- (c) **Fair Work Act** means the *Fair Work Act 2009* (Cth).
- (d) **FFPP** means the first full pay period and any reference to a date means the first full pay period on or after that date.
- (e) **FWC** means the Fair Work Commission.
- (f) **Immediate family** means:
 - (i) a spouse, or former spouse, of the employee;
 - (ii) a de facto partner, or former de facto partner, of the employee, which means a person who, although not legally married to the employee, lives/lived with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (iii) the following relations of an employee or the employee's spouse, former spouse, defacto partner or former defacto partner:
 - a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child);
 - parent (including an adoptive parent, step-parent or foster parent) or legal guardian;
 - grandparent;
 - grandchild; and
 - sibling.
- (g) **Maximum term contract of employment** means a contract with a specific end date and an option for either party to terminate the contract prior to specific end date.
- (h) **Minimum contractual hours entitlement** means an entitlement to be offered a minimum number of hours of work in a given period, and that entitlement arises either through an employee's contract of employment or by virtue of this Agreement.
- (i) **NES** means the National Employment Standards provided for in Part 2-2 of the *Fair Work Act 2009* (Cth).
- (j) **Ordinary hours** has the meaning provided for in clause 40 (Ordinary hours).
- (k) **Ordinary hours of work** means the actual ordinary hours worked in the relevant period, or if the employee is absent during the period, the usual or rostered ordinary

hours in the relevant period (or a combination of actual /usual /rostered ordinary hours in the period).

- (l) **Regular hours of work** has the meaning provided for in clause 13 (Regular hours of work).
- (m) **Union** means either the Australian Nursing and Midwifery Federation or the Health Services Union.
- (n) **Usual hours of work** means the employee's minimum contractual hours entitlement and the usual pattern of arrangement of those hours (as referred to in clause 13, Regular hours of work).

4.2. Pay related definitions

- (a) **Base rate of pay** means the individual employee's base hourly rate which may be either:
 - (i) in accordance with the rate of pay in clause 21 (Minimum pay rates); or
 - (ii) a base hourly rate to which the employee is contractually entitled which may be above the relevant rate of pay in clause 21 (Minimum pay rates).
- (b) **Casual loading** means the loading referred to in clause 12(b).
- (c) **Casual rate of pay** means the sum of the casual employee's base rate of pay and the casual loading as calculated on the employee's base rate of pay.
- (d) **Full rate of pay** means the rate of pay payable to the employee, including all incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates, and any other separately identifiable amounts.
- (e) **Loadings** are amounts calculated on the employee's base rate of pay and added to the applicable base rate of pay for the calculation of the ordinary rate of pay or the overtime rate of pay. While the payment referred to in 52.7(b) is described as 'loading' that is a common term but it is not a loading within the meaning of this definition.
- (f) **Ordinary rate of pay** means the:
 - (i) the employee's base rate of pay if the employee is not a casual and no penalty rates for shift work, weekend work or public holidays apply for the period of time; or
 - (ii) the employee's casual rate of pay if the employee is a casual and no penalty rates for shift work, weekend work or public holidays apply for the period of time; or
 - (iii) the employee's penalty rate of pay if penalty rates for shift work, weekend work or public holidays apply for the period of time.
- (g) **Overtime rate of pay** means the rate of pay paid for overtime. Overtime rates of pay are calculated on the either the employee's base rate of pay or casual rate of pay (as applicable) and replace the base rate of pay or casual rate of pay (as applicable) for the hours to which the overtime rate relates.
- (h) **Penalty rate of pay** means the rate of pay paid for ordinary hours performed on shift work, weekends or public holidays. Penalty rates of pay are calculated on the either

the employee's base rate of pay or casual rate of pay (as applicable) and replace the base rate of pay or casual rate of pay (as applicable) for the hours to which the penalty rate relates.

- (i) **Special wage rate** means the base rate of pay that is applied in special circumstances for a temporary period and, for that period, replaces the employee's base rate of pay. All references throughout the Agreement to 'base rate of pay' will be taken to be a reference to the applicable special wage rate for the duration of the temporary period.

5. Individual flexibility arrangements

- (a) Australian Unity and an employee may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the agreement deals with one or more of the following matters:
- arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
- (ii) the arrangement meets the genuine needs of Australian Unity and the employee in relation to one or more of the matters mentioned in paragraph (a)(i); and
- (iii) the arrangement is genuinely agreed to by Australian Unity and the employee.
- (b) Australian Unity must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) Australian Unity must ensure that the individual flexibility arrangement:
- (i) is in writing; and
- (ii) includes the name of the Australian Unity employing entity and the employee; and
- (iii) is signed by Australian Unity and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (iv) includes details of:
- the terms of this Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and

- how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (v) states the day on which the arrangement commences.
- (d) Australian Unity must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Australian Unity or the employee may terminate the individual flexibility arrangement:
 - (i) by giving 28 days written notice to the other party to the arrangement; or
 - (ii) if Australian Unity and the employee agree in writing – at any time.

Part 2 – Consultation, representation and dispute resolution

6. Consultation about major change

- (a) This clause applies if Australian Unity has made a definite decision to introduce a major change to production, program, organisation, structure, model of care, physical operational environment or technology in relation to its enterprise that is likely to have a significant effect on the employees.
- (b) Australian Unity must, in writing, notify the affected employees and the relevant union/s of the decision to introduce the major change.
- (c) The affected employees may appoint a representative for the purposes of the procedures in this term.
- (d) If an affected employee appoints, or affected employees appoint, a representative for the purposes of consultation and the employee or employees advise Australian Unity of the identity of the representative, Australian Unity must recognise the representative.
- (e) As soon as practicable after making its decision, and before any change is implemented, Australian Unity must:
 - (i) discuss with the affected employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures Australian Unity is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion – provide, in writing, to the affected employees:

- all affected information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees;
 - occupational health and safety impacts; and
 - any other matters likely to affect the employees.
- (f) However, Australian Unity is not required to disclose confidential or commercially sensitive information to the affected employees.
- (g) Australian Unity must give prompt and genuine consideration to matters raised about the major change by the affected employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to Australian Unity, the requirements set out in this clause are taken not to apply.
- (i) In this term, a major change is likely to have a **significant effect** on 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.

7. Consultation about changes to hours of work

- (a) This clause applies if Australian Unity proposes to introduce a change to the regular roster or usual hours of work of employees which does not constitute a major change within the meaning of clause 6 (Consultation about major change).
- (b) Australian Unity must notify the affected employees of the proposed change.
- (c) The affected employees may appoint a representative for the purposes of the procedures in this term.
- (d) If an affected employee appoints, or affected employees appoint, a representative for the purposes of consultation and the employee or employees advise Australian Unity of the identity of the representative, Australian Unity must recognise the representative.

- (e) As soon as practicable after proposing to introduce the change, and before the change is implemented, Australian Unity must:
 - (i) discuss with the affected employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the affected employees:
 - all affected information about the change, including the nature of the change; and
 - information about what Australian Unity reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that Australian Unity reasonably believes are likely to affect the employees; and
 - (iii) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (f) However, Australian Unity is not required to disclose confidential or commercially sensitive information to the affected employees.
- (g) Australian Unity must give prompt and genuine consideration to matters raised about the change by the affected employees.
- (h) In this clause **affected employees** means an employee or the employees who may be affected by a change to the regular roster or usual hours of work.

8. Dispute resolution

- (a) This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- (b) The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant manager.
- (c) If the dispute is not resolved through discussion, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- (d) If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this process, a party to the dispute may refer it to the Fair Work Commission.
- (e) The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and arbitration.
- (f) If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Fair Work Act to use and that it considers appropriate for resolving the dispute.
- (g) A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.

- (h) Subject to any applicable work health and safety legislation, while procedures are being followed under this clause:
 - (i) work must continue in accordance with this Agreement and the Fair Work Act; and
 - (ii) an employee must not unreasonably fail to comply with any direction given by the employer about performing work that is safe and appropriate for the employee to perform.

9. Union delegate rights

- (a) If a delegate is nominated by their union, that union delegate is entitled to:
 - (i) represent the industrial interests of members (and potential members of the union, including in disputes;
 - (ii) reasonable communication with members and potential members about their industrial interests;
 - (iii) reasonable access to the workplace and its facilities to represent those industrial interests; and
 - (iv) reasonable access to paid time during normal working hours for workplace delegate training.
- (b) Union delegates will be provided reasonable paid time release from duty to undertake activities of the kind covered above in clause (a), including:
 - (i) attending to matters relating to industrial, occupational health and safety or other relevant issues, such as assisting with disputes and grievances, attending committee meetings, and facilitating posting to noticeboards in secure areas (subject to occupational health and safety or other reasonable requirements of Australian Unity);
 - (ii) access to reasonable preparation time before meetings with management, disciplinary or dispute/ grievance meetings with a union member; and
 - (iii) attending the Fair Work Commission, another tribunal or a Court to participate in proceedings relevant to Australian Unity, including attending a conciliation, a conference or a hearing.
- (c) Union delegates will consult with their manager, or other relevant managers, about the timing and duration of any time release to undertake these activities.
- (d) Reasonable access to workplace facilities includes reasonable use of computers, meeting rooms, printers, notice boards and phones.
- (e) Reasonable access to paid time will be in accordance with clause 0 (Union delegate training leave).

Part 3 – Employment arrangements

10. Full-time employment

- (a) A full-time employee is an employee engaged to work an average of 37.5 ordinary hours or more per week.
- (b) A full-time employee may be engaged on permanent basis or under a maximum term contract of employment.

11. Part-time employment

- (a) A part-time employee is an employee engaged to work an average of less than 37.5 ordinary hours per week.
- (b) A part-time employee may be engaged on permanent basis or under a maximum term contract of employment.
- (c) Before commencing employment, Australian Unity and the employee will agree in writing on the minimum number of hours to be worked each week.
- (d) If a part-time employee wishes to increase the minimum number of hours, they may request an increase in hours. Australian Unity must respond to any request within 21 days of the request being made. Australian Unity will not unreasonably refuse such a request, and if it does refuse the request, it will set out the reasons in writing. If the request is agreed, it will be formalised in writing through an updated employment contract or contract variation.

12. Casual employment

- (a) A casual employee is an employee for whom there is no firm advance commitment to ongoing and indefinite work.
- (b) A casual employee will be paid a casual loading of 25%, calculated on the employee's base rate of pay for each hour worked unless a clause specifically says the casual loading is not paid.
- (c) The engagement of a casual employee on any given shift may be cancelled or ended early by advising the employee. Minimum shift payments will apply in accordance clause 42 (Minimum shift payments).

13. Regular hours of work

- (a) This clause 13 applies to full-time and part-time employees only.
- (b) For the purpose of this clause, an employee's '**regular hours of work**' refers to:
 - (i) the days of the week on which the hours of work will be usually worked; and
 - (ii) the usual start and finish times of each shift.

- (c) Before commencing employment, Australian Unity and the employee will agree on the regular hours of work.
- (d) Changes to the regular hours of work must be agreed.
- (e) If Australian Unity wants to change the regular hours, it must follow clause 7 (Consultation about changes to hours of work).

14. Working at other Australian Unity locations

- (a) Australian Unity may require an employee to work at an Australian Unity location other than their normal location, providing the requirement is reasonable.
- (b) In considering whether the requirement is reasonable, the manager must, before providing the direction to work at the other location, seek information and views from the employee about the potential impact of the requirement. Such considerations would include:
 - (i) the means by which the employee would be able to safely transport themselves to and from the other location and, if relevant, to/from their home;
 - (ii) whether the work at the other location would mean the employee is working additional hours (including travel time) and, if it is additional hours, the total hours worked by the employee on the day and across the week;
 - (iii) whether the requirement would adversely impact on the employee's ability to manage any personal commitments; and
 - (iv) the role the employee would be required to perform at the other location and whether there would be any significant difference in the scope of the work compared to the employee's usual role or roles they regularly perform.
- (c) If required to work at another Australian Unity location;
 - (i) all time spent travelling between the employee's normal location and the alternative location will be considered time worked and will be paid at the ordinary rate of pay or, if overtime is applicable, at overtime rates of pay;
 - (ii) the employee will be entitled to reimbursement of private vehicle usage in accordance with clause 32 (Private vehicle expenses); and
 - (iii) the employee will be entitled to any reimbursement of any other reasonably incurred expenses in accordance clause 33 (Travel expenses).

15. Secondary employment

- (a) An employee under this Agreement must not be, or become, an employee of another employer unless they have notified Australian Unity in writing. The notification should include details of the other employer, their role, and their usual working hours.

16. Background checks

- (a) Australian Unity will either pay, or reimburse, an employee for any background checks required.

17. Unsatisfactory performance, conduct or behaviour

17.1. Unsatisfactory performance process

- (a) If an employee is considered by Australian Unity to not be performing to a satisfactory level, Australian Unity may commence a formal performance management process that meets the minimum standards in this clause. This will not prevent Australian Unity from managing the performance concerns on informal basis before implementing a formal performance management process.
- (b) Australian Unity must set out in writing to the employee, the expectation/s and how the employee is falling short of the expectation/s.
- (c) Australian Unity must invite the employee to a meeting to discuss the performance issues. A reasonable time period must be allowed between providing the employee with the details of the performance issues and holding the meeting.
- (d) Australian Unity must provide the employee with an opportunity to respond to the performance issues identified.
- (e) Australian Unity may implement a formal improvement plan and/or issue a warning, or in cases of serious or sustained unsatisfactory performance, may terminate the employee's employment. Other reasonable performance management outcomes may also, or alternatively, be applied.
- (f) If Australian Unity determines that termination of employment is appropriate, the employee will be given the opportunity to respond to the proposed termination of employment.

17.2. Misconduct investigations

- (a) Australian Unity may conduct a formal investigation in relation to allegations of misconduct by an employee.
- (b) The employee may be suspended from duty on full pay while the investigation is conducted.
- (c) Australian Unity, or an external investigator acting on Australian Unity's behalf, will put the allegations to the employee in writing.
- (d) The employee will be given a reasonable amount of time to consider the allegations before being formally asked to respond.
- (e) Australian Unity will make an assessment of the facts based on the evidence and determine the most probable version of events based on the 'balance of probabilities.'
- (f) The employee will be provided with an opportunity to respond to the findings of the investigation before they are finalised.
- (g) The employee will be provided with a formal outcome of the investigation in writing.

17.3. Unsatisfactory conduct or behaviour

- (a) If an employee is considered by Australian Unity to have engaged in misconduct or unsatisfactory behaviour, Australian Unity may commence a formal discipline process.
- (b) If an investigation has not occurred:
 - (i) the employee will be provided with detail of the perceived unsatisfactory conduct or behaviour in writing; and
 - (ii) Australian Unity must invite the employee to a meeting to discuss the conduct / behaviour issues; and
 - (iii) a reasonable time period must be allowed between providing the employee with the details of the conduct / behaviour issues and holding the meeting; and
 - (iv) Australian Unity must provide the employee with an opportunity to respond to the conduct / behaviour issues identified.
- (c) Australian Unity may issue a warning (or a further warning if relevant), or in cases of serious or sustained unsatisfactory conduct / behaviour, may terminate the employee's employment. Other reasonable discipline outcomes may also, or alternatively, be applied.
- (d) If Australian Unity determines that termination of employment is appropriate, the employee will be given the opportunity to respond to the proposed termination of employment.

17.4. Support and representation

- (a) The employee will be allowed a support person or union official/union employee representative during all stages.
- (b) If the employee is represented by a union, the union official/union employee may advocate on the employee's behalf, other than with respect to the employee's substantive response during any investigation process.

18. Workload management

- (a) The parties to this Agreement acknowledge that employees and Australian Unity have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident care.
- (b) To ensure that employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
 - (i) In the first instance, the employee/s should discuss the issue with their immediate manager and, where appropriate, explore solutions.
 - (ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the site manager for further discussion.

- (iv) If the issue is still unresolved, the employee/s may advance the matter pursuant to the dispute resolution procedure in clause 8 (Dispute resolution).
- (v) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.

19. Occupational health and safety

- (a) Australian Unity commits to holding appropriate forums to consult with employees about health and safety matters.
- (b) Australian Unity recognises that employees have legal rights to form safety work groups and elect employee health and safety representatives (HSRs) under state legislation.
- (c) An HSR will be allowed reasonable paid work time to attend to their duties as a HSR. Any time spent on HSR duties will be paid at the ordinary rate of pay or overtime rate of pay if applicable.

Part 4 – Classifications and pay related matters

20. Classification structure

20.1. General

- (a) Employees will be classified under the relevant classification level in accordance with the descriptors for the classification structure in Appendix A.
- (b) The competencies referred to in the classification structure are the core competencies from the [Australian Skills Classification](#). An extract explaining the core competency ratings is in Appendix B. The core competency ratings are not specific to Australian Unity or the aged care industry.
- (c) If Australian Unity wishes to create or change a job and there is no specific classification in Appendix A to apply, Australian Unity may assess the role against one of the modern awards (being either the *Aged Care Award* or the *Nurses Award*) and apply the minimum payrate assigned in Appendix C. This clause will not be used to create lower paid roles if a role could be reasonably classified in accordance with the structures in Appendix A.

20.2. Appointment to, and progression through, pay points

- (a) Where the classification structure provides for progression pay points, the employee will be appointed at the appropriate pay point within the classification based on years of experience from their date of registration as a registered nurse or enrolled nurse, or years of experience in the industry for other classifications.

- (b) Subject to clause (e), where the classification structure provides for progression pay points, the employee will progress to the next progression pay point when they have completed a further year of experience.
- (c) For the purpose of the classification structure, a 'year of experience' is the completion of 1,786 hours of work (which may consist of ordinary and overtime hours) at their existing pay point or in any higher duties capacity with Australian Unity and/or another employer, provided that at least 12 months has elapsed since their appointment/progression to their existing pay point.
- (d) If an employee seeks to rely on experience with another employer for the purposes of progression or reclassification, the employee must provide reasonable evidence of the work they have performed to make them eligible to progress.
- (e) If an employee is the subject of a formal performance improvement plan which is related to the employee's professional competence (ie. not general behavioural issues such as punctuality for example), their progression will be delayed until the performance improvement plan is satisfactorily resolved or a period of two months has elapsed since the progression anniversary.

21. Minimum pay rates

21.1. General

- (a) Subject to clause 21(b), employees will be paid an hourly base rate of pay in accordance with the table in Appendix C, for the relevant classification level.
- (b) If an employee has a contractual entitlement to a higher rate of pay than the rate of pay provided for in the table in Appendix C for their relevant classification, Australian Unity will continue to treat that contractual hourly rate of pay as their base rate of pay.
- (c) For the increases in the minimum rates of pay provided for in Appendix C in from 1 July 2025 onwards, the increase will take effect from the first full pay period on or after the date specified in the table in Appendix C.
- (d) Australian Unity will ensure that at all times the minimum rates of pay are at least 3% higher than the equivalent modern award rate.
- (e) If an employee has, on the day immediately before the effective date of the minimum pay rate increases, a contractual entitlement to a higher rate of pay than the rate of pay provided for in the table in Appendix C for their relevant classification, the employee will receive a minimum base rate increase of 1.75% on each of the dates that the minimum pay rate increases take effect or move to the new base rate of pay, whichever is higher.
- (f) Australian Unity will publish a wage guide each time the minimum wage rates change due to either the wage increase provided for in the enterprise agreement or due to changes to either the *Nurses Award 2020* or the *Aged Care Award 2010* that result in rate covered by this Agreement needing to be increased. This wage guide will be provided to Unions covered by the Agreement.

21.2. Aged Care Industry Work Value case wage outcomes

- (a) The parties acknowledge that the interim decision in relation to Stage 3 of the Aged Care Industry Work Value Case (ACIWV Case) was issued on 15 March 2024.

- (b) The parties acknowledge that the Fair Work Commission decision in Stage 3 of the ACIWW Case) deferred a decision in relation to the readjustment of aged care nurse rates in the Nurses Award 2020 for consideration in the Nurses Award Case (AM2024/11).
- (c) There is likely to be an increase to award rates for nurses in the life of this agreement. There may also be further detail in the outcomes of stage 3 issued by FWC in relation to stage 3 for carers, lifestyle and other staff.
- (d) The parties agree that they will meet:
 - (i) within 28 days of a decision of the FWC with respect to uplifted nurse award rates, and additional variations to the Aged Care Award 2010 as a result of the ACIWW Case or the general Nurses Award case, to discuss implementation; and
 - (ii) within 28 days of any statement from the Commonwealth Government regarding funding to discuss implementation.
- (e) Provided the outcome is funded in full or part by the Commonwealth, Australian Unity commits to pass on all of the additional funding to relevant employees in accordance with any Commonwealth Wages Guidance (subject to the Commonwealth funding being sufficient to meet both the above-Agreement wage component and on-costs).
- (f) Australian Unity commits, in accordance with clause 21.1(d) that, subsequent to the passing on of any increase in accordance with clause (e), the minimum rates of pay in the Agreement for nurses will maintain the current dollar rate relativity with the equivalent modern award rate and all others will be at least 3% higher than the relevant Award.
- (g) Australian Unity commits to apply the percentage increases set out in the table in Appendix A to the new minimum rates of pay as result of these increases. The increases will take effect on the same dates as provided for in Appendix C.
- (h) The concept in clause 21.1(e) will be applied to the new rates as a result of clause 21.2(g) as if Appendix C had been updated to reflect the new minimum rates of pay.
- (i) Australian Unity commits to take reasonable steps to seek to vary Appendix C and any consequential provisions of this Agreement in a timely manner (having regards to the resources of both Australian Unity and covered Unions) in accordance with the Act and in cooperation with the Unions, provided that such a variation does not require the varying of other substantive terms in order to pass the better off overall test as required in the Fair Work Act. Further, Australian Unity does not commit to conducting more than one employee vote to achieve this end.

22. Higher duties

22.1. Higher duties within the Agreement classification structure

- (a) If an employee is required to perform the duties of a higher classification level in this Agreement:
 - (i) for nurses, a higher duties rate of pay will only apply if the employee works a full shift at the higher classification; and

- (ii) for employees other than nurses, a higher duties rate of pay will apply if any of the shift involves working at a higher classification.
- (b) If a higher duties rate of pay applies, the employee will be paid at the higher rate of pay for the full duration of the shift.
- (c) A higher duties rate of pay will not apply if the employee is already paid a base rate of pay that is higher than the applicable higher duties wage rate.
- (d) The higher duties rate of pay will replace the employee's base rate of pay for the period of the higher duties and all penalty rates, overtime rates and loadings will be calculated on the higher duties rate of pay.
- (e) The higher duties rate of pay is not paid during periods of leave.

22.2. Higher duties to roles outside the Agreement classification structure

- (a) If an employee is required to perform the duties of the Clinical Care Manager or the General Manager (both of which are not covered by this Agreement) for a full shift or more, the rates of pay in Appendix C – Minimum Wage Rates (Higher duties rates to roles outside the classification structure) will apply.
- (b) The special wage rate will replace the employee's base rate of pay for the period of the higher duties and all penalty rates, overtime rates and loadings will be calculated on the higher duties rate of pay.
- (c) The General Manager or Clinical Care Manager special wage rate is not paid during periods of leave.

23. Nurse in Charge special wage rate

- (a) This clause 23 applies to nurses only, and only to nurses whose rate of pay is below the rate of a Registered Nurse Level 3, pay point 3.
- (b) If a nurse is designated as the Nurse in Charge of the facility for any given shift, they will be paid a special wage rate equivalent to the rate for a Registered Nurse Level 3, pay point 3, for the full duration of the shift.
- (c) The Nurse in Charge special wage rate will replace the employee's base rate of pay for the period of being in charge and all penalty rates, overtime rates and loadings will be calculated on the Nurse in Charge special wage rate.
- (d) The Nurse in Charge special wage rate is not paid during periods of leave.

24. Leading hand allowance

- (a) This clause 24 only applies to employees other than nurses.
- (b) If an employee's substantive role is classified at a level where the classification structure does not recognise that an employee supervises the work of other employees, and the employee is designated by Australian Unity as required to supervise other employees for a shift or more (ie. designated as a 'leading hand'), the employee will be entitled to a leading hand allowance.

- (c) An employee will be considered to be ‘supervising’ if they are monitoring how the other employees perform their duties (and providing feedback/coaching as necessary) and directing the employees in the performance of their work so as to achieve the completion of certain team tasks or goals.
- (d) A leading hand allowance is a weekly allowance payable as follows.

Leading hand in charge of	Weekly payment
1 – 5 other employees	\$28.95
6 – 10 other employees	\$41.30
11 – 15 other employees	\$52.15
16 or more other employees	\$63.75

- (e) The number of employees refers to the maximum number of employees of which the leading hand is in charge over the course of a shift. If the maximum number of employees varies over the course of the week, the shift with the highest number of employees will be used to determine the correct rate.
- (f) The allowance is payable even if the employee does not perform the leading hand duties for all the shifts in the given week.
- (g) The leading hand allowance will increase in accordance with the *Aged Care Award 2010* (or its successor). The increase in the leading hand allowance rate will take effect in the first full pay period following the date of effect of the increase.
- (h) The leading hand allowance is not paid during periods of leave.

25. Working unsupervised special wage rate

- (a) This clause 25 applies only to employees other than a nurse, a care services employee or a lifestyle services employee.
- (b) If:
 - (i) the employee works in a role that is described in the classification structure to be a role where the employee ‘works under limited supervision’ or ‘works under indirect supervision’; and
 - (ii) the employee works a shift where the employee is not supervised by someone in their direct line of reporting, and
 - (iii) that the lack of supervision is not due to the temporary absence of their supervisor,

the employee will be paid a working unsupervised special wage rate for the duration of the shift instead of their normal base rate of pay.
- (c) The working unsupervised special wage rate will be not less than \$27.07 per hour.

- (d) The working unsupervised special wage rate will increase in accordance with the *Aged Care Award 2010* (or its successor) and will be the same as the Aged Care Employee – general – level 5 minimum hourly wage. The working unsupervised special wage rate increase will take effect in the first full pay period following the date of effect of the increase.
- (e) All penalty rates will be calculated on this working unsupervised special rate as if it is the employee’s base rate of pay.
- (f) If the employee’s base rate of pay is already higher than the working unsupervised rate, no special wage rate will apply.
- (g) The working unsupervised special wage rate is not paid during periods of leave.

26. Lower duties

- (a) If:
 - (i) an employee is offered and accepts hours of work that are in addition to their minimum contractual hours, and
 - (ii) those hours are for work in a classification that is outside the employee’s classification sub-stream and at level that is lower than the employee’s substantive classification,

the employee will be paid at the lower rate for the additional hours.

27. Nurse qualification allowance

- (a) This clause applies to registered nurses only.
- (b) To be eligible for the allowance, the post graduate qualification must be a qualification in gerontological nursing or other qualification relevant to the employee’s role and the provision of residential aged care nursing services.
- (c) In considering whether a component of the qualification is ‘relevant’ for the purposes of subclause 27(b), the main criteria to be considered is the nature of the qualification and the current area of practice of the employee. Other considerations may include:
 - (i) the employee’s clinical or other area of work;
 - (ii) the employee’s classification and position description;
 - (iii) whether the qualification would assist the employee performing their role;
 - (iv) whether the qualification would assist in maintaining quality resident care; and/or
 - (v) whether the qualification would assist in the administration of the unit/area in which the employee is engaged.
- (d) The allowance will be on an hourly basis as follows:

Level of qualification	Commencement of Agreement	FFPP	FFPP	FFPP
		1 July 2025	1 July 2026	1 July 2027
		3.5%	3.5%	3.5%
Graduate certificate	\$1.68	\$1.74	\$1.80	\$1.86
Graduate diploma, Masters degree, Doctorate	\$2.73	\$2.83	\$2.93	\$3.03

- (e) The allowance is not an all-purpose allowance.
- (f) The allowance will be paid on all hours worked.
- (g) The nurse qualification allowance will not be paid during periods of leave.

28. Care companion qualification allowance

- (a) If an employee who is classified as a CS-2 (Care Companion) or CS-3 (Advanced Care Companion) has attained a Certificate IV in care related studies (Aged Care, Individual Support, Disability), they will be entitled to a care companion qualification allowance.
- (b) The allowance will be on an hourly basis as follows:

Commencement of Agreement	FFPP	FFPP	FFPP
	1 July 2025	1 July 2026	1 July 2027
	3.5%	3.5%	3.5%
\$0.26	\$0.27	\$0.28	\$0.29

- (c) The allowance is not an all-purpose allowance.
- (d) The allowance will be paid on all hours worked.
- (e) The allowance will not be paid during periods of leave.

29. Uniforms

- (a) If Australian Unity requires an employee to wear a uniform, Australian Unity will provide an adequate number of uniforms, appropriate to the work, to the employee without cost to the employee.
- (b) Australian Unity will replace uniforms as reasonably required without cost to the employee.
- (c) Employees are responsible for the laundering of the uniform, including the cost of this laundering.
- (d) Uniforms are the property of Australian Unity and must be returned to Australian Unity on termination of employment.

30. Personal protective equipment

- (a) Australian Unity will provide adequate personal protective equipment (PPE), appropriate to the work, to each employee without cost to the employee.
- (b) Australian Unity will replace PPE as reasonably required without cost to the employee.

31. Tools

- (a) Australian Unity will provide adequate tools for each employee to perform their work. This includes knives for Food Production employees.

32. Private vehicle expenses

- (a) If an employee is required and authorised to use their private vehicle in the course of their duties, the employee is entitled to be reimbursed at the rate of \$0.96 per kilometre.
- (b) This private vehicle expenses allowance will increase in accordance with the *Aged Care Award 2010* or the *Nurses Award 2020* (or their successors), whichever provides for the higher allowance. The increase in the private vehicle allowance rate will take effect in the first full pay period following the date of effect of the Award increase.

33. Travel expenses

- (a) When an employee is required to travel for work all reasonably incurred expenses in respect to fares (if Australian Unity cannot provide the appropriate transport), meals and accommodation will be met by Australian Unity in accordance with Australian Unity travel expenses reimbursement policy and procedures.

34. Vaccination expenses

- (a) As part of Australian Unity's commitment to maintaining a healthy and safe working environment, flu vaccinations, and any other vaccinations required to comply with public health orders, will be offered to employees at Australian Unity's expense and according to the relevant processes of the providers used by Australian Unity.

35. Overtime meal allowance

- (a) An overtime meal allowance of \$15.20 is payable on each occasion an employee is required to work overtime of more than one hour on a given shift.
- (b) An additional overtime meal allowance of \$13.70 is payable if the total overtime worked on the shift exceeds four hours.
- (c) The overtime meal allowance will increase in accordance with the *Aged Care Award 2010* or the *Nurses Award 2020* (or their successors), whichever provides for the higher allowance. The increase in the meal allowance rate will take effect in the first full pay period following the date of effect of the Award increase.

36. On-call allowance

- (a) If an employee is required by Australian Unity to be on call (i.e. available for recall to duty), the employee will be paid an allowance for each 24-hour period or part of a 24 hour period they are on call as follows:
- (i) period commencing Monday to Friday – \$25.48; and
 - (ii) period commencing Saturday – \$38.38; or
 - (iii) period commencing on a non-rostered day, a Sunday or a public holiday – \$44.77.
- (b) The on-call allowance will increase in accordance with the *Nurses Award 2020* (or its successor). The increase in the on-call allowance rate will take effect in the first full pay period following the date of effect of the increase.

37. Superannuation

37.1. Employer contributions

- (a) At the time of making this Agreement, the employer contribution that will be required to avoid the superannuation guarantee charge is as follows:

Period	Employer contribution of ordinary time earnings
1 July 2023 – 30 June 2024	11.0%
1 July 2024 – 30 June 2025	11.5%
1 July 2025 onwards	12.0%

- (b) Australian Unity will make superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

37.2. Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Australian Unity to pay on their behalf a specified amount from their post-taxation wages into the same superannuation fund as Australian Unity makes the superannuation contributions provided for in clause 37.1.
- (b) An employee may adjust the amount they have authorised Australian Unity to pay from their wages from the first of the month following the giving of three months' written notice to Australian Unity.
- (c) Australian Unity must pay the amount authorised under this clause 37.2 no later than 28 days after the end of the month in which the deduction was authorised.

38. Payment of wages

- (a) Wages will be paid fortnightly by electronic funds transfer into the bank or financial institution account nominated by the employee.

Part 5 – Hours of work, penalty rates and related matters

39. Rostering

- (a) Australian Unity will make the roster of hours (ordinary hours and rostered overtime) available to employees at least 14 days in advance.
- (b) An employee may request to change the roster by providing at least 7 days' notice. Australian Unity may, at its discretion, accept a lesser notice period.
- (c) Subject to clause (d), Australian Unity may change the roster by providing at least 7 days' notice. An employee may agree to accept a lesser notice period.
- (d) Australian Unity is not required to provide notice where:
 - (i) the need to change the roster is due to an emergency or to cover an absence due to illness or injury of another employee; or
 - (ii) the change relates to offering additional hours to a part time or casual employee who may choose to accept or reject the additional hours.
- (e) Australian Unity will apply the following considerations when setting and reviewing rosters:
 - (i) the needs of residents;
 - (ii) an appropriate and reasonable work/life balance for employees;
 - (iii) the impact of shift patterns on employees, including sleepover and late finishes and early starts;
 - (iv) adequate rest periods;
 - (v) adequate time rostered for team meetings, mandatory training and all administrative, supervisory and indirect care duties;
 - (vi) providing employees with additional training opportunities, professional development and support; and
 - (vii) appropriate handover opportunities at key handover periods and time between shifts; and
 - (viii) cost and, where relevant, the level of government funding that would be available.

40. Ordinary hours

- (a) **Day work** is a shift of ordinary hours worked wholly within the hours between 6.00 am to 6.00 pm, Monday to Friday.
- (b) **Shift work** is when an employee works a shift of ordinary hours wholly or partially outside day work.
- (c) Any hours worked that are not ordinary hours in accordance with clause (a) or (b) will be overtime hours.
- (d) Ordinary hours may be performed on any day of the week. Weekend penalty rates apply to ordinary hours worked on a weekend in accordance with clause 46.2(c).
- (e) Ordinary hours may be worked on public holidays. Public holiday penalty rates apply to ordinary hours worked on a public holiday in accordance with clause 47 (Public holidays worked).
- (f) The maximum number of ordinary hours that may be worked is an average of 38 hours per week.
- (g) The maximum period over which ordinary hours may be averaged is two weeks.
- (h) The maximum number of ordinary hours that may be worked in a shift is as follows:

Employee	Maximum number of ordinary hours
Other than a nurse, working day work	8 hours
Other than a nurse, working shift work	10 hours
Nurse, working day work or shift work	10 hours

- (i) For nurses, ordinary hours must be worked in continuous shifts.
- (j) For employees other than nurses, ordinary hours may be agreed to be worked over a broken shift in accordance with clause 41 (Broken Shifts).
- (k) Except for the regular change over of shift, an employee will not be required to work more than 1 shift starting in a 24 hour period commencing at the earliest start time of the shift on which they work (excluding overtime). For example, if an employee works on day shift, they will not be required to work a shift starting ordinary hours earlier than 6am on the next day. If working on afternoon shift, they will not be required to work a shift starting ordinary hours earlier than 10.00 am or 12.00 pm (as applicable) on the next day. If working on night shift, they will not be required to work a shift starting ordinary hours earlier than 6pm on the next day. The employee may agree to work more than one shift per 24 hour period. An employee will be taken to have agreed if they accept the roster offered. Sleepovers will not considered shifts for the purpose of this clause.
- (l) The time spent engaged in the following type of activities are considered ordinary hours:
 - (i) normal work performing duties;

- (ii) attendance at meetings required by Australian Unity;
- (iii) attendance at mandatory training provided by Australian Unity;
- (iv) meal breaks taken with customers;
- (v) paid tea breaks in accordance with clause 45.2;
- (vi) paid breastfeeding breaks in accordance with clause 45.4;
- (vii) travel between Australian Unity locations during ordinary hours.

41. Broken shifts

- (a) This clause 41 does not apply to nurses.
- (b) A shift may be a broken shift. A **broken shift** is a shift where all of the following apply:
 - (i) it is a shift with one or more breaks (other than a meal break or tea break); and
 - (ii) the total combined period of these breaks (excluding a meal break and/or tea breaks) does not exceed 4 hours; and
 - (iii) the span of hours between the commencement of the shift and the end of the shift is not more than 12 hours.
- (c) A broken shift may only be worked with the agreement of the employee. Acceptance of the rostered broken shift will be considered agreement.
- (d) The minimum shift payments provided for in clause 42 (Minimum shift payments) will apply to each portion with the broken shift.
- (e) Payment for a broken shift will be at ordinary rates of pay or, if overtime applies, applicable overtime rates of pay.
- (f) In determining if a shift penalty rate applies:
 - (i) the commencement time of the shift will be the commencement time of the first portion of the shift; and
 - (ii) the finishing time will be the finishing time of the last portion of the shift.
- (g) If any employee works time beyond the maximum span of 12 hours during a broken shift, they will be paid at double time for the hours in excess of the 12 hour span, unless either overtime or a public holiday penalty rate is applicable.
- (h) The minimum break between broken shifts will be in accordance with clause 44.1 (Breaks between consecutive days of shifts)

42. Minimum shift payments

- (a) Employees will be paid for a minimum number of hours for each shift on which they are engaged as follows:

Employee	Minimum shift payment
Full-time employee	4 hours
Part-time or casual employee	2 hours

- (b) The minimum payment will be calculated on the employee's ordinary rate for the period of the shift actually worked. For the period that is a make-up payment, the payment will be calculated on the employee's ordinary rate of pay.
- (c) The minimum payments in this clause do not apply to periods of overtime following recall (in which case clause 50.5 will apply).
- (d) Leave will accrue in respect of the number of hours the minimum payments represent for full-time and part-time employees.

43. Minimum contractual hours

- (a) For full-time and part-time employees, the minimum contractual hours entitlement may be satisfied through the provision of:
 - (i) ordinary hours; and/or
 - (ii) overtime hours that are part of the employee's usual hours of work; and/or
 - (iii) hours on paid or unpaid leave; and/or
 - (iv) minimum shift payments in accordance with clause 42 (Minimum shift payments).
- (b) Only unpaid leave requested at the initiative of the employee will be used to satisfy the entitlement.
- (c) If the count of the hours as described in sub-clause (a) is insufficient to meet the entitlement, the employee will be entitled to **contract hours make-up pay** for the remaining hours at the employee's base rate of pay.
- (d) Leave will accrue in respect of the number of hours the contract hours make-up payments represent.

44. Breaks between shifts

44.1. Breaks between consecutive days of shifts

- (a) A minimum break between shifts will be as follows:

Employee	Minimum break between shifts
Other than a nurse	10 hours

Employee	Minimum break between shifts
Nurses	9 hours

- (b) For employees other than casual employees, a break of at least 10 hours must be allowed between the finishing of overtime on one day and the commencement of a shift of ordinary hours on the next day. If in providing that break, the employee is absent during what would have been ordinary hours on the following day, the employee will be paid for the ordinary hours of work in the period they are absent at the employee's ordinary rate of pay.
- (c) As an alternative to sub-clauses (a) or (b), Australian Unity may require the employee to commence their ordinary hours on the next day without having completed the required break, and Australian Unity must pay the employee at double time (not overtime, unless overtime otherwise becomes applicable, and in which case it will always be overtime at 200%) for all hours worked until they have received the 10 hour break. If the hours of work are on a public holiday, the higher public holiday penalty rate will apply instead of double time.

44.2. Non-rostered days in the averaging period

- (a) Employees will have not less than four full non-rostered days in each fortnightly cycle.
- (b) Where practicable, the non-rostered days will be organised so there are two consecutive days rostered off.

45. Breaks during shifts

45.1. Meal breaks

- (a) If an employee works in excess of five hours, they will be entitled to an unpaid meal break.
- (b) The meal break will be of 30 minutes duration.
- (c) The timing of the meal break may generally be determined in one of the following ways, at Australian Unity's election:
 - (i) the meal break will be rostered at a particular time; or
 - (ii) the meal break will be taken at a mutually agreeable time.
- (d) If an employee's meal break is determined in accordance with clause 45.1 (c)(ii) and the employee and the manager do not agree on a time, the break will be taken no later than following completion of the fifth hour since the commencement of the shift.
- (e) Notwithstanding clauses (c) and (d), and due to operational requirements, Australian Unity may require an employee to take a break at a particular time or to work through a normal break time.
- (f) If an employee whose meal break is rostered in accordance with clause (c)(i) is directed to work during a meal break and continuously thereafter, they will be paid

overtime at the applicable overtime penalty rate for all time worked until the meal break is taken.

- (g) If an employee whose meal break is determined in accordance with clause (d), is directed to work during a meal break and continuously thereafter, they will be paid overtime at the applicable overtime penalty rate for all time worked from the fifth hour until the meal break is taken.
- (h) If an employee is required to remain on-call during a meal break, they will receive a payment equivalent to 30 minutes at the employee's ordinary rate of pay. This period will not count as time for the purpose of determining eligibility for overtime. If the employee is recalled to work, they will be paid overtime at the applicable overtime penalty rate for all time worked until the balance of the meal break is taken.
- (i) For the purposes of this clause, the five hour period includes periods of work made up of ordinary hours only, or a combination of ordinary hours and overtime hours, or overtime hours only, except that it will not include periods of overtime worked as part of a recall (see clause 45.3 for the entitlement that applies during overtime after recall).

45.2. Tea breaks

- (a) If an employee works a shift of at least four hours but less than 7.5 hours, they will be entitled to a paid 15-minute tea break during the shift.
- (b) If an employee works a shift of at least 7.5 hours, in addition to their 30-minute unpaid meal break in accordance with clause 45.1, they will be entitled to either:
 - (i) two 15-minute paid tea breaks; or
 - (ii) one 30-minute paid tea break.
- (c) Employees are responsible for determining the timing of tea breaks and taking those breaks unless the employee is specifically advised that they need to take a break at a particular time.
- (d) Tea breaks will count as time worked.
- (e) For the purposes of this clause, the hours of work includes periods of work made up of ordinary hours only, or a combination of ordinary hours and overtime hours, or overtime hours only, except that it will not include periods of overtime worked as part of a recall (see clause 45.1 for the entitlement that applies during overtime after recall).

45.3. Breaks during overtime

- (a) If an employee is required to work more than four hours overtime, they will be allowed a 20 minute paid break for every four hours of overtime worked.
- (b) These breaks will count as time worked.
- (c) These breaks will apply instead of the breaks referred to in clauses 45.1 and 45.2.

45.4. Breastfeeding breaks

- (a) This clause applies to any employees who are breastfeeding.

- (b) A breastfeeding break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- (c) An employee is entitled to a paid lactation break of up to 30 minutes for each 4 hours of work.
- (d) The lactation breaks may be taken flexibly by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded.

46. Shift work and weekend work

46.1. Application

- (a) Whether the employee is working shift work is determined each shift.
- (b) In accordance with clause 40(b), **shift work** is when an employee works a shift of ordinary hours wholly or partially outside day work.
- (c) The remainder of this clause 46 will only apply when an employee is working shift work.
- (d) If an employee is not working shift work as defined in this clause, they may be entitled to overtime if they are working outside the day work spread of hours in clause 40(a).

46.2. Shift definitions

- (a) The following definitions apply for **Afternoon shift work**:

Employee	Afternoon shift definition
Other than a nurse	Any shift of ordinary hours which: <ul style="list-style-type: none"> • commences between 10.00 am and 3.59 pm (inclusive); and • finishes after 6.00 pm
Nurses	Any shift of ordinary hours which: <ul style="list-style-type: none"> • commences between 12.00 pm and 5.59 pm (inclusive); and • finishes after 6.00 pm

- (b) The following definitions apply for **Night shift work**:

Employee	Night shift definition
Other than a nurse	Any shift of ordinary hours which: <ul style="list-style-type: none"> • commences between 4.00 pm and 5.59 am (inclusive); and • finishes after 6.00 pm

Employee	Night shift definition
Nurses	Any shift of ordinary hours which commences between 6.00 pm and 5.59 am (inclusive)

- (c) The reference to a shift that ‘finishes after 6.00 pm’ in the above clauses, means any shift finishing after 6.00 pm of the day on which the shift could theoretically start. For example, an employee who commences work on a Monday afternoon at 5.00 pm and finishes at 9.00 pm on the Monday is entitled to the night shift penalty. Also, an employee who commences work on Tuesday at 1.00 am and finishes at 5.00 am on the Tuesday is entitled to the night shift penalty because it is past 6.00 pm on the day on which the night shift could have started, being Monday.

46.3. Shift penalties

- (a) If the employee is working shift work on an afternoon shift, subject to clause (e), they will be paid an **afternoon shift penalty rate** as follows on all ordinary hours:

Employee	Afternoon shift penalty rate calculation
Other than a casual employee	112.5% of the employee’s base rate of pay
Casual employee	110% of the employee’s casual rate of pay

- (b) If the employee is working shift work on a night shift, subject to clause (e) they will be paid a **night shift penalty rate** as follows on all ordinary hours:

Employee	Night shift penalty rate calculation
Other than a casual employee	115% of the employee’s base rate of pay
Casual employee	112% of the employee’s casual rate of pay

- (c) If an employee works ordinary hours between midnight on Friday and midnight on Saturday, they will be paid a **Saturday penalty rate** as follows on all ordinary hours:

Employee	Saturday shift penalty rate calculation
Other than a nurse, not a casual employee	150% of the employee’s base rate of pay
Other than a nurse, casual employee	140% of the employee’s casual rate of pay
Nurse, not a casual employee	150% of the employee’s base rate of pay
Nurse, casual employee	150% of the employee’s casual rate of pay

- (d) If an employee works ordinary hours between midnight on Saturday and midnight on Sunday, they will be paid a **Sunday shift penalty rate** as follows on all ordinary hours:

Employee	Sunday shift penalty rate calculation
Other than a nurse, not a casual employee	175% of the employee's base rate of pay
Other than a nurse, casual employee	160% of the employee's casual rate of pay
Nurse, not a casual employee	175% of the employee's base rate of pay
Nurse, casual employee	175% of the employee's casual rate of pay

- (e) The rates provided for in clauses (c) and (d), replace the rates provided for in (a) and (b) for any portion of the shift that falls on a weekend.
- (f) Public holiday penalties in accordance with clause 47 (Public holidays worked) will replace shift penalties where the portion of the shift falls on a public holiday.
- (g) No penalty is payable if an employee is not working afternoon shift, night shift, weekend work or it is public holiday.
- (h) Any overtime hours worked during a period that otherwise meet the definition of shift work will be paid in accordance with clause 48 (Overtime).

46.4. Shift allowance – Wamsley and Victoria Grange employees

- (a) The *Australian Unity Independent & Assisted Living Victorian Traditional Model Enterprise Agreement 2018*, which applied to certain employees immediately before the commencement of this Agreement, provided for a shift allowance instead of shift penalty rates.
- (b) As part of the transition to shift penalties as provided for in clause 46.3, employees engaged at Walmsley and Victoria Grange only, will, in addition to receiving shift penalties, receive the following shift allowances if they work the relevant shift scenario.

Shift scenario	Commencement of Agreement	FFPP 1 July 2025	FFPP 1 July 2026	FFPP 1 July 2027
Night shift commencing on a Friday	\$30.00	\$20.00	\$10.00	-
Afternoon shift commencing on a Saturday	\$20.00	\$15.00	\$10.00	-
Afternoon shift commencing on a public holiday	\$20.00	\$15.00	\$10.00	-
Night shift concluding on a public holiday	\$30.00	\$20.00	\$10.00	-

47. Public holidays worked

- (a) If an employee works ordinary hours between midnight starting the public holiday and midnight ending the public holiday, they will be paid a public holiday penalty rate as follows on all ordinary hours:

Employee	Public holiday penalty rate calculation
Other than a nurse, not a casual employee	250% of the employee's base rate of pay
Other than a nurse, casual employee	220% of the employee's casual rate of pay
Nurse, not a casual employee	200% of the employee's base rate of pay
Nurse, casual employee	200% of the employee's casual rate of pay

- (b) The rates in this clause replace the shift penalty rates in clause 46 (Shift work and weekend work).
- (c) Any overtime hours worked on a public holiday will be paid in accordance with clause 50 (Overtime).

48. Travel time

- (a) Time spent travelling in a car or other transport during ordinary hours will be treated as ordinary time and will count towards all purposes in this Agreement.
- (b) Authorised time spent travelling in a car or other transport outside ordinary hours will be considered part of overtime and paid at applicable overtime penalty rates. Travel time being counted as overtime will be rounded up to five-minute intervals.

49. Sleepover shifts

- (a) Sleepover shifts are required in Retirement Communities only.
- (b) Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping onsite at night in order to be on call for emergencies.
- (c) The employee will be entitled to a sleepover allowance of \$56.37 per sleepover. This sleepover payment will increase in accordance with the *Aged Care Award 2010* (or its successor). The increase in the sleepover payment rate will take effect in the first full pay period following the date of effect of the Award increase.
- (d) Employees will be provided with a separate room with a bed and use of staff facilities.
- (e) The span for a sleepover shift will be not less than 8 hours and not more than 10 hours on any one night.
- (f) The sleepover shift will either be after or before a shift of ordinary hours or an overtime shift.
- (g) The employee may be required to perform emergency work during the sleepover, which is any unplanned occurrence or event requiring prompt action. Non-emergency work will not be required.

- (h) All emergency work performed during the sleepover will be paid at applicable overtime rates for the time the work is performed. If there is more than one period of emergency work in the sleepover shift, the periods will be added together to determine the total amount to be paid and, if the overtime penalty rate commences at 150%, to determine/if when it increases to a higher amount. Each period of emergency work in the sleepover shift will be rounded up to the nearest 5 minutes.
- (i) The minimum break between shifts provided for in clause 44.1 will apply so that:
 - (i) when the sleepover shift follows the normal shift, there is at least the minimum break referred to in clause 44.1(a) between the sleepover and the commencement of the next shift, or 44.1(c) is applied instead;
 - (ii) when the normal shift follows the sleepover shift, that there is at least the minimum break referred to in clause 44.1(a) between the shift preceding the sleepover shift and the commencement of the sleepover shift or 44.1(c) is applied instead.
- (j) Nothing in this clause will preclude Australian Unity from rostering an employee to work shift work instead of undertaking sleepovers.

50. Overtime

50.1. When hours are considered 'overtime'

- (a) Hours worked in the following circumstances are considered overtime:
 - (i) hours worked exceeding the maximum number of ordinary hours worked in a shift (see clause 40(h)); or
 - (ii) hours worked exceeding 76 ordinary hours in a fortnight; or
 - (iii) if the employee is not working shift work in accordance with clause 46 (Shift work and weekend work), hours worked outside 6.00 am to 6.00 pm, Monday to Friday; or
 - (iv) hours worked during a time when a meal break should have occurred and until the meal break is taken in accordance with clause 45.1(f) or 45.1(g); or
 - (v) hours worked outside the employee's rostered hours on any given day; or
 - (vi) any emergency work performed during a sleepover in accordance with clause 49 (Sleepover shifts).
- (b) In determining whether hours worked are overtime in accordance with clause 50.1(a), the following hours are not considered ordinary hours for the purposes of that clause and do not count towards assessing if the threshold is met:
 - (i) hours for which an employee is on-call in accordance with clause 36 (On-call allowance);
 - (ii) unpaid breaks within a broken shift in accordance with 41 (Broken shifts);
 - (iii) hours paid but not worked to satisfy a minimum shift payment in clause 42 (Minimum shift payments);

- (iv) hours paid but not worked to satisfy a minimum contractual hours entitlement in clause 43 (Minimum contractual hours);
 - (v) unpaid meal breaks in accordance with clause 45.1;
 - (vi) hours paid during a meal break when on call in accordance with clause 45.1(h);
 - (vii) any hours on a sleepover in accordance with clause 49 (Sleepover shifts), whether active work or not;
 - (viii) hours paid as overtime in accordance with clause 50 (Overtime);
 - (ix) hours paid for a public holiday not worked in accordance with clause 69.2;
 - (x) hours of unpaid leave in accordance with Part 6 – Leave and public holidays.
- (c) In determining whether an employee's hours are in excess of the employee's rostered hours on any day for the purposes of clause (a)(v), the hours will be considered to be in excess if the employee had not accepted the rostered shift with the additional hours prior to the start of the shift.

50.2. Australian Unity initiated overtime

- (a) Australian Unity may require an employee to work overtime, if the requirement is reasonable.
- (b) The employee must not refuse to work the overtime unless the requirement is unreasonable.
- (c) In determining whether the overtime is reasonable, the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of Australian Unity;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by Australian Unity of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of their intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms in this Agreement;
 - (x) any other relevant matter.

50.3. Approval of employee-initiated overtime

- (a) An employee must not work overtime unless it has been approved by their manager or the Nurse in Charge.

50.4. Payment for overtime

- (a) Overtime will be paid where the overtime is directed in accordance with clause 50.2 or worked in accordance with clause 50.3.
- (b) If an employee is working overtime on a shift in the period Monday to Friday, they will be paid a Monday to Friday overtime penalty rate as follows on all overtime hours:

Employee	Monday to Friday overtime penalty rate calculation
Other than a casual employee	First 2 hours - 150% of the employee's base rate of pay Subsequent hours - 200% of the employee's base rate of pay
Casual employee	First 2 hours - 150% of the employee's casual rate of pay Subsequent hours - 200% of the employee's casual rate of pay

- (c) If an employee is working overtime on a shift on a Saturday or Sunday, they will be paid a weekend overtime penalty rate as follows on all overtime hours:

Employee	Weekend overtime penalty rate calculation
Other than a casual employee	200% of the employee's base rate of pay
Casual employee	200% of the employee's casual rate of pay

- (d) If an employee is working overtime on a shift on a public holiday, they will be paid a public holiday overtime penalty rate as follows on all overtime hours:

Employee	Public holiday overtime penalty rate calculation
Other than a casual employee	250% of the employee's base rate of pay
Casual employee	250% of the employee's casual rate of pay

- (e) In calculating the payment for overtime worked Monday to Friday, 'the first two hours' means the first two hours of overtime on the given shift and will re-set for each shift that includes overtime.
- (f) Penalty rates for working ordinary hours do not apply when working overtime.

50.5. Recall to work overtime

- (a) An employee who is recalled to work at the workplace after finishing work for the day will be paid a minimum number of four hours work at the appropriate overtime rate.

- (b) The employee is not obliged to work for the hours that align to the minimum payment if they can complete the work in less time.
- (c) Time spent travelling to and from work will be counted as overtime worked and paid at the appropriate overtime penalty rate.

Part 6 – Leave and public holidays

51. Aboriginal and Torres Strait Islander cultural leave

51.1. Application

- (a) The leave under this clause applies to all employees who identify as Aboriginal and/or Torres Strait Islander people.

51.2. Entitlement

- (a) If an employee who identifies as an Aboriginal or Torres Strait Islander person is required by Indigenous tradition or custom to be absent from work for cultural purposes, the employee will be entitled to up to 10 days' unpaid leave each financial year.
- (b) Aboriginal and Torres Strait Islander cultural leave entitlement will expire at the end of each of financial year.

51.3. Payment

- (a) Aboriginal and Torres Strait Islander cultural leave is unpaid leave.

51.4. Application to take leave

- (a) An employee must make an application to take Aboriginal and Torres Strait Islander cultural leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

51.5. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 51.2.

51.6. Transition to financial year entitlement

- (a) If an employee was entitled to cultural leave under previous enterprise agreement, and the employee took a day of cultural leave under that enterprise agreement during the financial year in which this Agreement commences, the employee's entitlement in the financial year in which this Agreement commences will be reduced by the number of days of cultural leave taken during the financial year under the previous enterprise agreement.

52. Annual leave

52.1. Application

- (a) This clause 52 applies to all employees other than casual employees.

52.2. Basic entitlement

- (a) For each year of service with Australian Unity, an employee is entitled to the following weeks of paid annual leave:

Employee	Annual leave basic entitlement
Other than a nurse, not a casual employee	4 weeks
Nurse, not a casual employee	5 weeks

- (b) An employee's entitlement to paid annual leave in accordance with clause (a) accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (c) If an employee's actual ordinary hours worked or rostered in a roster period are less than their minimum contractual hours entitlement in that period, the accrual will be on the minimum contractual hours.

52.3. Additional shift worker entitlement – employees other than nurses

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act for an employee other than a nurse, a shift worker is:
- (i) an employee who works four or more ordinary hours in total on 10 or more weekends in the year; and /or
 - (ii) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of 6.00 am to 6.00 pm, Monday to Friday.
- (b) For the purpose of clause (a)(i), a weekend means ordinary hours worked on a Saturday and/or Sunday in any one calendar week.
- (c) For the purpose of clause (a)(ii), an employee is regularly rostered to work their ordinary hours outside the ordinary hours of 6.00 am to 6.00 pm, Monday to Friday, if the employee works shift work (as defined in clause 46.1) and/or weekend ordinary hours in at least 50% of the roster cycles in the service year.
- (d) The assessment about whether an employee is entitled to the shift worker annual leave entitlement because of the criteria in clause (a)(i) is made progressively throughout the year. If the employee becomes entitled to the additional week of leave in accordance clause (a)(i), the employee will be credited with the additional leave, pro-rated for the portion of the service year completed, and then continue to accrue progressively for the remainder of the service year.
- (e) The assessment about whether an employee is entitled to the shift worker annual leave entitlement because of the criteria in clause (a)(ii) is made at the end of the

service year, and only if the employee was not entitled to the leave because of the criteria in clause (a)(i). If the employee meets the criteria in clause (a)(ii), they will be credited with the full week of leave immediately. If an employee's employment terminates during their service year and they have met the criteria in clause (a)(ii) for the period of the service year worked, the employee will be credited with the additional leave, pro-rated for the portion of the service year completed.

52.4. Additional shift worker entitlement – nurses

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act for a nurse, a shift worker is an employee who is regularly rostered to work their ordinary hours over seven days of the week.
- (b) For the purpose of clause (a), an employee is regularly rostered to work their ordinary hours over seven days of the week if, for each day of the week, the employee is rostered to work on that day on at least 50% of the weeks, excluding periods of leave.
- (c) The assessment about whether an employee is entitled to the shift worker annual leave entitlement is made at the end of the service year. If the employee meets the criteria, they will be credited with the full week of leave immediately. If an employee's employment terminates during their service year and they have met the criteria for the period of the service year worked, the employee will be credited with the additional leave, pro-rated for the portion of the service year completed.

52.5. Taking paid annual leave

- (a) Paid annual leave may be taken for a period agreed between an employee and Australian Unity.
- (b) Australian Unity must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- (c) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (d) If the period during which an employee takes paid annual leave includes a period of personal / carer's, compassionate leave or long service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

52.6. Application to take leave

- (a) An employee must apply for annual leave at least four weeks in advance of when they wish to take leave.
- (b) If an employee wishes to take annual leave on shorter notice, they may request this of their manager. The manager will not unreasonably withhold agreement.
- (c) A manager (or other person responsible for approving annual leave) must respond to the employee's application within 14 days of the application being made.

52.7. Payment for annual leave during service

- (a) During the leave period, employees, will be paid at their base rate of pay for the ordinary hours of work in the period of leave.

- (b) In addition to the pay provided for in clause (a), an employee will be paid annual leave loading. Annual leave loading will be calculated per pay period, or any lesser period of consecutive annual leave days taken during the pay period (the ‘**calculation period**’). The employee will be paid the higher of the following two calculations per calculation period:
 - (i) a payment equivalent to 17.5% calculated on the base rate of pay for the number of ordinary hours that would have been worked had the leave not been taken; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

52.8. Payment for annual leave on termination of employment

- (a) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Australian Unity must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave during service.
- (b) If there is a transfer of employment (as defined in the Act) in relation to an employee, and another employer recognises the employee’s service with Australian Unity for the purposes of annual leave, the employee is not entitled to be paid for a period of untaken paid annual leave.

52.9. Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause 52.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) Australian Unity and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause must be signed by Australian Unity and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than four weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.
- (i) Australian Unity must keep a copy of any agreement under this clause 52.9 as an employee record.

52.10. Accrual of leave during the leave period

- (a) Annual, personal and long service leave will accrue during a period of annual leave, in accordance with the ordinary hours of work during the period.

52.11. Excessive leave accruals: general provisions

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than ten weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, Australian Unity or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 52.12 sets out how Australian Unity may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 52.13 sets out how an employee who has an excessive leave accrual may require Australian Unity to grant paid annual leave requested by the employee.

52.12. Excessive leave accruals: direction by Australian Unity that leave be taken

- (a) If Australian Unity has genuinely tried to reach agreement with an employee under clause 52.11(b) but agreement is not reached (including because the employee refuses to confer), Australian Unity may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by Australian Unity under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under clause 52.10, 52.12 or 52.13 or otherwise agreed by Australian Unity and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than four weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Australian Unity and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

52.13. Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with Australian Unity under clause 52.11(b) but agreement is not reached (including because Australian Unity refuses to confer), the employee may give a written notice to Australian Unity requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to Australian Unity under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than six months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 52.12(a) in compliance with clause 52.12(b) that, when any other paid annual leave arrangements (whether made under clause 52.10, 52.12 or 52.13 or otherwise agreed by Australian Unity and the employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than six weeks when any other paid annual leave arrangements (whether made under clause 52.10, 52.12 or 52.13 or otherwise agreed by Australian Unity and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Australian Unity and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than four weeks' paid annual leave in any period of 12 months.
- (e) Australian Unity must grant paid annual leave requested by a notice under paragraph (a).

52.14. Recognition of change of entitlement for enrolled nurses on certain agreements

- (a) In recognition of the fact that the eligibility criteria for the annual leave shift worker entitlement for enrolled nurses was more beneficial in the *Australian Unity Independent & Assisted Living Victorian Traditional Model Enterprise Agreement 2018* and the *Australian Unity Independent & Assisted Living "Consumer Directed Care Model" Enterprise Agreement 2018*, enrolled nurses who immediately prior to the commencement of this Agreement were employed and covered by one of those agreements will be paid a gross payment of \$950.00 each.
- (b) The payment will be made no later than 4 weeks after the commencement of the Agreement. Superannuation contributions will be made on the payment.

53. Community volunteering leave

53.1. Application

- (a) The leave under this clause 53 applies to all permanent and maximum term contract employees.

53.2. Entitlement

- (a) An employee is entitled to one day's paid community volunteering leave each financial year for the purpose of volunteering with a community organisation, or volunteering in the event of a significant community emergency.

53.3. Payment

- (a) An employee will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the community volunteering leave is taken.

53.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of community volunteering leave, in accordance with the ordinary hours of work during the period.

53.5. Application to take leave

- (a) An employee must make an application to take community volunteering leave as early as possible and ideally at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

53.6. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 53.2.

54. Compassionate leave and sorry business leave

54.1. Application

- (a) This clause 54 applies to all employees, however the entitlement differs type of contractual engagement.

54.2. Definitions

- (a) **Compassionate leave** is taken when a member of the employee's immediate family, or a member of the employee's 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.
- (b) The meaning of **immediate family** is defined in clause 4.

54.3. Entitlement to compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
 - (ii) after the death of the member of the employee's immediate family or household.
- (b) An employee is entitled to two days of compassionate leave for each permissible occasion.

54.4. Entitlement to sorry business leave

- (a) An employee who identifies as Aboriginal or Torres Strait Islander will be entitled to a further three days unpaid leave for 'sorry business' if the employee needs to:
 - (i) return to country/nation after the death of a family member or member of nation for cultural or ceremonial purposes;
 - (ii) be away from the workplace with family or community for activities or events relating to 'sorry business' or other cultural ceremonies or practices after the death of a family member or member of nation.

54.5. Extended compassionate leave

- (a) An employee may apply for up to three days' unpaid leave because either they wish to extend the time or because the circumstances of the death do not relate to a member of the employee's immediate family or household.

54.6. Payment for compassionate leave

- (a) If an employee, other than a casual employee, takes a period of compassionate leave, Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period for the first two days of the absence.
- (b) Sorry business leave is unpaid leave.
- (c) If the employee has been granted extended compassionate leave, these additional days will be unpaid.

54.7. Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous two-day period; or
 - (ii) two separate periods of one day each; or
 - (iii) any separate periods to which the employee and Australian Unity agree.
- (b) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (c) Sorry business leave may be taken flexibly, including in single days if preferred.

- (d) If the period during which an employee takes compassionate leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken to be on compassionate leave on that public holiday. However, the employee may take the compassionate leave in a way that it does not fall on the public holiday.

54.8. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid compassionate leave, in accordance with the ordinary hours of work during the period.

54.9. Notice of intention to take leave

- (a) An employee must give Australian Unity notice of the intention to take compassionate leave or sorry business leave under this clause 54 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

54.10. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 54.3.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

55. Cultural and religious practices leave

55.1. Application

- (a) The leave under this clause 55 applies to all permanent and maximum term contract employees.

55.2. Entitlement

- (a) An employee is entitled to up to 3 days each financial year to engage in cultural or religious ceremonies or practices.
- (b) The cultural leave entitlement will expire at the end of each of financial year.

55.3. Payment

- (a) Cultural and religious practices leave is unpaid leave.

55.4. Application to take leave

- (a) An employee must make an application to take cultural and religious practices leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

55.5. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 55.2(a).

56. Deep listening leave

56.1. Application

- (a) The leave under this clause 56 applies to all permanent and maximum term contract employees.

56.2. Entitlement

- (a) An employee is entitled to 1 days' paid leave in each financial year to recognise cultural learning, listening and engagement in relation to Aboriginal and Torres Strait Islander cultures. It can include participating in ceremonies, festivals or events, spending the day learning at a site of significance like a museum or doing a cultural tour.
- (b) The entitlement will not accrue from year to year.

56.3. Payment

- (a) An employee will be paid at their base rate of pay for all the ordinary hours that fall on the particular day the Deep listening leave is taken.
- (b) Unused Deep listening leave is not paid out on termination of employment.

56.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of Deep listening leave, in accordance with the ordinary hours of work during the period.

56.5. Application to take leave

- (a) An employee must make an application to take Deep listening leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

56.6. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 56.2.

57. Defence Force leave

- (a) An employee who is a member of the Australian Defence Force may be entitled to access Defence Force leave in accordance with any applicable Australian Unity policy as varied from time to time.

58. Emergency services volunteer leave

58.1. Application

- (a) This leave applies to all employees.

58.2. Definitions

- (a) An employee engages in a voluntary emergency management activity if, and only if:
- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) either:
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (b) A **recognised emergency management body** is:
- (i) a body, or part of a body, that has a role or function under a plan that:
 - is for coping with emergencies and/or disasters; and
 - is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - securing the safety of persons or animals in an emergency or natural disaster; or
 - protecting property in an emergency or natural disaster; or
 - otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the Fair Work Regulations;
- but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under the NES.

58.3. Entitlement

- (a) This leave is part of the same entitlement as the 'community service leave' available for undertaking a voluntary emergency management activity under the NES. It is named differently in this Agreement compared to the Fair Work Act to make it easier to differentiate between the NES entitlement and the Australian Unity entitlement provided for in clause 53 (Community volunteering leave).
- (b) An employee who engages in a voluntary emergency management activity is entitled to be absent from their employment for a period if:
 - (i) the period consists of one or more of the following:
 - time when the employee engages in the activity;
 - reasonable travelling time associated with the activity;
 - reasonable rest time immediately following the activity; and
 - (ii) the employee's absence is reasonable in all the circumstances.

58.4. Payment

- (a) Emergency services volunteer leave is unpaid leave.

Note: An employee may be able to access community volunteering leave which is paid leave – see clause 53.

58.5. Notice of intention to take leave

- (a) An employee must give Australian Unity notice of the intention to take leave under this clause 58 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

58.6. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 0.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

59. Family and domestic violence leave

59.1. Application

- (a) This clause 59 applies to all employees, including casual employees.

59.2. Definitions

- (a) Family and domestic violence leave is taken by an employee because:
 - (i) the employee is experiencing family and domestic violence; and

- (ii) the employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.
- (b) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative or household member of an employee that:
- (i) seeks to coerce or control the employee; and
 - (ii) causes the employee harm or to be fearful.
- (c) A **close relative** of the employee is a person who:
- (i) is a member of the employee's immediate family; or
 - (ii) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (d) **Immediate family** has the meaning provided in clause 4 (Definitions).

59.3. Entitlement - NES

- (a) For each year of service, an employee, including a casual employee, is entitled to 10 days of paid family and domestic violence leave.
- (b) The entitlement is available in full from the start of each 12 month period.
- (c) The entitlement will not accrue from year to year.

59.4. Entitlement – Australian Unity

- (a) If more than 10 days leave is required, the employee may be entitled to more paid leave in accordance with Australian Unity policy.

59.5. Taking the leave

- (a) The employee may take unpaid family and domestic violence leave as:
 - (i) a single continuous 10-day period; or
 - (ii) separate periods of one or more days each; or
 - (iii) any separate periods to which the employee and Australian Unity agree, including periods of less than one day.
- (b) If the period during which an employee takes paid family and domestic violence leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid family and domestic violence leave on that public holiday.

59.6. Payment for family and domestic violence leave

- (a) A permanent or maximum term contract employee will be paid at their full rate of pay for all the ordinary hours that fall on the particular day the leave is taken.

- (b) A casual employee will be paid at their full rate of pay for the hours for which they were rostered.
- (c) Any unused entitlement is not paid out on termination of employment.

59.7. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of family and domestic violence leave, in accordance with the ordinary hours of work during the period.

59.8. Notice of intention to take leave

- (a) An employee must give Australian Unity notice of the intention to take leave under this clause 59 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

59.9. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 59.2. Such evidence may include a document issued by the police service, a court, a doctor, a family violence support service, or a lawyer.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

59.10. Confidentiality

- (a) Australian Unity must take steps to ensure information concerning any notice or evidence an employee has given is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents Australian Unity from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

60. Jury service leave

60.1. Application

- (a) This clause 60 applies to all employees, however the entitlement differs depending on whether an employee is a permanent employee or a casual employee.

60.2. Entitlement

- (a) An employee who engages in **jury service** (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory is entitled to be absent from their employment for a period consisting of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;

(iii) reasonable rest time immediately following the activity.

60.3. Taking the leave

- (a) If the period during which an employee takes jury service includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on jury service leave on that public holiday.

60.4. Payment

- (a) If an employee, other than a casual employee, is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, the employee is entitled to payment in accordance with the remainder of this clause.
- (b) Australian Unity must pay the employee at the employee's full rate of pay for the employee's ordinary hours of work in the period. If the period is of more than 10 days in total Australian Unity may reduce the amount it pays the employee by the amount the employee receives from the court for the remainder of the absence.

60.5. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid leave to perform jury service, in accordance with the ordinary hours of work during the period.

60.6. Notice of intention to take leave

An employee must give Australian Unity notice of the intention to take leave under this clause 60 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

60.7. Evidence of need to take leave

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 60.2.
- (b) An employee is not entitled to take leave under this clause unless the employee complies with this section.

60.8. Evidence of jury service pay

- (a) Australian Unity may require the employee to give Australian Unity evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.
- (b) The evidence referred to above is only required in relation to the first 10 days of the absence.

- (c) If Australian Unity requires the employee to give Australian Unity the evidence referred to in this clause 60.8(a), the employee is not entitled to payment under clause 60.4 unless the employee provides the evidence.

61. Long service leave

61.1. Application

- (a) This clause 61 applies to all employees.

61.2. Minimum legal entitlements

- (a) An employee's minimum long service leave entitlements derive from either state legislation or certain industrial instruments that existed before 2010 (referred to in this document as '**source entitlements**').
- (b) Employers may provide more generous entitlements.

61.3. Basic entitlement

- (a) A Victorian employee will be entitled to four months' long service leave when they have completed 10 years of service. This is the equivalent of approximately 1.73 weeks of long service leave per year of service. Long service leave will accrue progressively, at the same rate, after 10 years.
- (b) A New South Wales employee will be entitled to two months' long service leave when they have completed 10 years of service. This is the equivalent of approximately 0.87 weeks of long service leave per year of service. From 10 years onwards, the accrual rate will change to one month and two weeks each 5 years. This is the equivalent of approximately 1.3 weeks of long service leave per year of service. Long service leave will accrue progressively, at the same rate, after 15 years.
- (c) A Queensland employee will be entitled to two months' long service leave when they have completed 10 years of service. This is the equivalent of approximately 0.87 weeks of long service leave per year of service. Long service leave will accrue progressively, at the same rate, after 10 years.
- (d) The long service leave entitlements of employees in other states or territories will be in accordance with their source entitlements.

61.4. Access to long service leave or payment instead

- (a) Victorian employees, other than enrolled nurses or permanent registered nurses, and Australian Capital Territory employees will be entitled to long service leave on a pro-rated basis from the completion of 7 years of service. All other employees will be entitled to long service leave upon completion of 10 years of service.
- (b) If the employee does not have the minimum service required in clause 61.4(a) to be entitled to long service leave and the employee's employment ends:
 - (i) due to the death of the worker; or
 - (ii) by resignation by the employee for reasons related to retirement, ill health, incapacity, or domestic or other pressing necessity; or

by termination by Australian Unity, the employee (or their estate) will be entitled to pro-rated payment if the employee had completed the service period as follows:

Employee	Service period
New South Wales employees	5 years
Queensland employees	7 years

- (c) If an employee resigns for reasons not provided for in clause (b), the employee will be entitled to payment only if they had already become entitled to access the leave in accordance with clause 61.4(a).
- (d) Australian Unity will not seek to withhold payment of long service leave on termination of employment for serious misconduct.

61.5. Other long service leave terms

- (a) For the purposes of this clause 61, any reference to 'service' will be defined according to the employee's source entitlement (which may use slightly different terminology).
- (b) All other terms relating to long service leave (eg. how the payment is calculated, in what periods the leave can be taken) will be in accordance with the source entitlements.

61.6. Application to take leave

- (a) An employee must make an application to take long service leave at least four weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

61.7. Simplification of terms for ease of administration

- (a) Australian Unity may, in practice, apply more generous terms than are set out in this clause for ease of administration. No practice resulting in more generous terms will be taken to be a legal entitlement or to set a precedent. Australian Unity may revert to the terms in this clause and any source entitlement at any time without notice.

62. Parental leave

62.1. Application

- (a) To be entitled to parental leave, an employee must be both an eligible employee in accordance with sub-clause (b) and an eligible parent or intended parent in accordance with sub-clause (c).
- (b) The following employees are entitled to parental leave:
 - (i) permanent employees with at least six months' continuous service within the Australian Unity group of companies on the day before the commencement of the leave;

- (ii) casual employees with at least nine months' service on the day before the commencement of the leave, who have worked regular and systematic hours, and reasonably expect to continue to do so;
 - (iii) employees engaged on a maximum term contract of employment with 12 months' continuous service on the day before the commencement of the leave.
- (c) The following parents are entitled to parental leave:
- (i) the person giving birth; or
 - (ii) the partner of the person giving birth (including a same-sex partner); or
 - (iii) an intended parent as part of surrogacy arrangement; or
 - (iv) a person who adopts or fosters a child under the age of 16 (unless the child has lived with the employee continuously for six months or is the child of the employee's co-parent).

62.2. The period of leave

- (a) Subject to remainder of this clause 62.2 , an employee is entitled to a period of up to 12 months' parental leave.
- (b) If a child is stillborn, the employee will still be entitled to the leave.
- (c) If a child dies in the first 24 months of their life, the employee will be entitled to finish any leave.
- (d) Extensions to this leave period may be available in accordance with the NES.

62.3. Paid parental leave

- (a) A portion of the leave referred to in clause 62.2 may be paid in accordance with this clause.
- (b) Subject to the remainder of this sub-clause 62.3, an employee is entitled to payment during the leave period to the maximum amount set out below:

Continuous service	Period of payment and rate of pay
6 months	6 weeks full pay or 12 weeks half pay
7 months	7 weeks full pay or 14 weeks half pay
8 months	8 weeks full pay or 16 weeks half pay
9 months or more	14 weeks full pay or 28 weeks half pay

- (c) If the employee's baby is stillborn, and the employee was planning to be the primary carer, the employee can access up to six weeks' paid leave if the birth occurred after 20 weeks' gestation.
- (d) An employee who takes paid parental leave on 'full pay' will be paid at their base rate of pay for their ordinary hours of work during the portion of the leave that is paid.

- (e) An employee who takes paid parental leave on 'half pay' will be paid at half their base rate of pay for their ordinary hours of work during the portion of the leave that is paid.
- (f) If there is a public holiday in the paid period, and the employee would normally be entitled to be paid when absent, the employee will be paid for that day at either their full rate or half rate, as is applicable, but no additional payment will be made and the leave period will not be extended.
- (g) An employee will be entitled to superannuation contributions by Australian Unity during any period of paid leave.

62.4. Taking parental leave

- (a) Subject to clause (b), the taking of leave will be in accordance with the NES.
- (b) If the employee wishes to access paid parental leave in accordance with clause 62.3, there may be conditions on how that portion of the leave is taken, as determined by Australian Unity. For example, Australian Unity may require that the portion of the leave period that is paid is taken in a single continuous period.

62.5. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid parental leave, in accordance with the ordinary hours of work during the period.

62.6. Notification of intention to take unpaid leave

- (a) Generally, the employee must give Australian Unity notice of at least 10 weeks before starting the period of leave. There may be situations where the notice requirements are less, in accordance with the NES. Australian Unity may also accept lesser notice.

62.7. Application to take paid leave

- (a) If an employee is intending to access the paid leave component, the employee must make an application to take this leave at least 10 weeks before the date the employee wishes the paid component of leave to commence. The application will be in accordance with Australian Unity requirements. Australian Unity may also accept a lesser notice period where it would be reasonable to do so, including in relation to premature births and still births.

62.8. Evidence

- (a) An employee who wishes to access the leave under this clause 62 must, if required by Australian Unity, provide evidence that would satisfy a reasonable person:
 - (i) if the leave is birth-related leave:
 - of the date of birth, or the expected date of birth, of the child; and
 - if the child is stillborn, relevant information about the birth; or
 - (ii) if the leave is adoption, foster or surrogacy related leave:
 - of the day of placement, or the expected day of placement, of the child; and

- that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- (b) Without limiting the type of evidence that might be required, Australian Unity may require the evidence to be a medical certificate.
- (c) An employee is not entitled to take paid parental leave under section 71 or 72 of the Fair Work Act, or flexible unpaid parental leave, unless the employee complies with this section.

62.9. Other related entitlements under the NES

- (a) An employee may be entitled to additional related entitlements under the NES, such as:
 - (i) unpaid special maternity leave (as per section 80 of the Fair Work Act); and
 - (ii) transfer to a safe job (as per section 81 of the Fair Work Act); and
 - (iii) no safe job leave (as per section 81A and 82A of the Fair Work Act); and
 - (iv) unpaid pre-adoption leave (as per section 85 of the Fair Work Act).

62.10. Casual conversion to permanent

- (a) A casual employee who is an eligible parent for the purposes of this clause 62, and who wishes to access paid parental leave, may request conversion from casual to full-time or part-time employment under the provisions of the Fair Work Act and, if the conversion is accepted, the employee will be entitled to paid parental leave provided they are otherwise an eligible employee.
- (b) If relevant, the following more generous treatment (compared to the Fair Work Act) will be applied:
 - (i) The reference to having to have 12 months employment in the Fair Work Act will be replaced with having to have at least 9 months employment on the day before the intended parental leave start date.
 - (ii) The prohibition on a making a casual conversion request under the Fair Work Act if a prior casual conversion request has been made in the last 6 months will be waived.
- (c) A manager will not unlawfully discriminate against a pregnant employee by denying a casual conversion request in order to avoid the employee accessing paid parental leave.

63. Personal / carer's leave

63.1. Application

- (a) This clause 63 applies to all employees, however the entitlement differs based on the type of contractual engagement.

63.2. Definitions

- (a) **Personal leave** is leave taken because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee.
- (b) **Carer's leave** is leave taken so the employee can provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) The meaning of **immediate family** is defined in clause 4.

63.3. Entitlement to paid personal / carer's leave

- (a) This clause 63.3 applies to employees other than casual employees.
- (b) An employee's entitlement to paid personal/carers leave will increase progressively with service as follows:

Years of continuous service	Annual entitlement
Up to 2 years' continuous service	10 days per year
At least 2 years' continuous service but less than 7 years' continuous service	14 days per year
At least 7 years' continuous service	20 days per year

- (c) An employee's entitlement to paid personal / carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (d) If an employee's actual ordinary hours worked or rostered in a roster period are less than their minimum contractual hours entitlement in that period, the accrual will be on the minimum contractual hours.
- (e) If an employee takes a period of paid personal / carer's leave, Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

63.4. Entitlement to unpaid carer's leave

- (a) This clause 63.4 applies to all employees.
- (b) An employee is entitled to two days of unpaid carer's leave for each occasion (a permissible occasion) when carer's leave is required to provide care or support as referred to clause 63.2(b).

63.5. Taking personal / carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to two days; or

- (ii) any separate periods to which the employee and Australian Unity agree.
- (b) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal / carer's leave.
- (c) If the period during which an employee takes paid personal / carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal / carer's leave on that public holiday.

63.6. Accrual of leave during the leave period

- (a) Annual, personal and long service leave will accrue during a period of paid personal / carer's leave, in accordance with the ordinary hours of work during the period.

63.7. Notice of the intention to take leave

An employee must give Australian Unity notice of the intention to take leave under this clause 63 as soon as practicable (which may be a time after the leave has started) and must advise Australian Unity of the period, or expected period, of the leave.

63.8. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 63.3 or clause 63.4.
- (b) When considering what is reasonable evidence Australian Unity will have regard to whether attendance at medical facility (where the employee would have been able to obtain a medical certificate) would reasonably have been expected to effectively manage the illness or injury. If it would not have been reasonable to expect the employee would attend a medical facility, a statutory declaration will be acceptable evidence.
- (c) If an employee is concerned they have been unreasonably denied paid personal leave on account of insufficient evidence this may be escalated to the General Manager or Village Manager for review.
- (d) If an employee is suffering from a chronic illness or condition, the employee may seek to reach agreement with their manager about the likely absences and the expectations regarding the need to provide evidence in relation to each absence.
- (e) An employee is not entitled to take leave under this clause unless the employee complies with this section.

64. Personal leave discretionary entitlement

64.1. Application

- (a) This clause 64 applies to permanent employees with at least 12 months' service.

64.2. Discretionary entitlement

- (a) Subject to clause (c), if an employee:

- (i) has exhausted their personal leave, annual leave and long service leave entitlements; and
 - (ii) needs to be absent for greater than 12 weeks due to extenuating circumstances, the employee may apply to the General Manager or Village Manager for up to eight weeks of paid discretionary personal leave.
- (b) The following are examples of what may be considered extenuating circumstances:
- (i) a chronic illness or sustained an injury that poses a serious threat to the employee's life and that requires an extended recovery period; or
 - (ii) an operation, accident or injury that poses a serious threat to the employee's livelihood and results in the employee having no capacity to work for a minimum period of 12 weeks; or
 - (iii) the responsibility for the care of a dependent child under 18 who contracts or develops an injury or illness that poses a serious threat to their life and requires the employee's ongoing care for a minimum of 12 weeks; or
 - (iv) the responsibility for the care of the employee's partner who contracts or develops an injury or illness that poses a serious threat to their life and requires the employee's ongoing care for a minimum of 12 weeks.
- (c) If the employee is receiving, has been receiving or is eligible to receive any of the following financial support forms, they employee will not be eligible for discretionary personal leave:
- (i) workers compensation; or
 - (ii) salary continuance; or
 - (iii) state based transport accident compensation; or
 - (iv) social security payments; or
 - (v) temporary disability payments for private insurers.
- (d) The granting of the entitlement is at the discretion of the General Manager or Village Manager.

64.3. Requirement to perform suitable duties if required

- (a) If an employee has some capacity to form duties, whether they be modified duties, alternative duties or normal duties on reduced hours, and the performance of those duties would be reasonable in all the circumstances, the employee is obliged to accept those duties to remain eligible for discretionary personal leave.
- (b) If the employee does perform duties during the leave period, they will not be taken to be on leave for those hours, but will be on discretionary personal leave for all the hours not worked during the total leave period.

64.4. Taking the leave

- (a) If the period during which an employee takes paid discretionary personal leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid discretionary personal leave on that public holiday.

64.5. Payment

- (a) An employee who is entitled to discretionary personal leave will be paid at their base rate of pay for all their usual hours of work in the period the leave is taken.

64.6. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid discretionary personal leave, in accordance with the ordinary hours of work during the period.

64.7. Application to take leave

- (a) An employee must make any application for discretionary personal leave as soon as is reasonable.

64.8. Evidence

- (a) An application for discretionary personal leave must be supported by medical evidence that satisfies Australian Unity about the nature, duration and genuineness of the illness or injury. Where required by Australian Unity, an employee must participate in an independent medical examination. The cost of the examination will be paid by Australian Unity.
- (b) The approving manager may request evidence that demonstrates an employee is not eligible to receive the payments referred to in clause 64.2(c).

65. Study leave

65.1. Application

- (a) The leave under this clause 65 applies to all permanent and maximum term employees, however the entitlement may vary.

65.2. Definitions

- (a) **Study leave** is for the purposes of completing continuing professional development activities (where relevant), attending courses and/or undertaking or preparing for examinations for a course/learning activity that has been approved in advance by Australian Unity and is part of an employee's approved development plan. This can include studies in English if the employee is from a non-English speaking background.

65.3. Entitlement to paid study leave

- (a) Paid study leave applies to all:
 - (i) permanent full-time employees; and

- (ii) permanent part-time employees who have been employed with an Australian Unity entity for at least 12 months and who work more than four shifts per fortnight.
- (b) A full-time employee will be entitled to a minimum of two days' paid study leave per semester.
- (c) A part-time employee will be entitled to paid study leave on a pro rata basis.
- (d) Paid study leave does not accrue.

65.4. Unpaid study leave

- (a) All employees may apply for unpaid study leave, including employees who are also entitled to paid study leave. Unpaid study leave may be granted for a course/learning activity that is not part of an employee's development plan.
- (b) This leave will be granted at Australian Unity's discretion but will not be unreasonably withheld.

65.5. Taking the leave

- (a) If the period during which an employee takes paid study leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid study on that public holiday.

65.6. Payment

- (a) An employee who is entitled to paid study leave will be paid at their base rate of pay for all the ordinary hours of work that fall on the particular day the study leave is taken.

65.7. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of paid study leave, in accordance with the ordinary hours of work during the period.

65.8. Application to take leave

- (a) An employee must make an application to take study leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements but will not unreasonably refuse the leave.

65.9. Evidence

- (a) If required by Australian Unity, the employee must give Australian Unity evidence that would satisfy a reasonable person that the leave is taken for the relevant reasons provided for in clause 65.2.

66. Union delegate training leave

66.1. Application

- (a) The leave under this clause 0 is available to union delegates of a union referred to in clause 2 (Coverage).

66.2. Entitlement

- (a) As per clause 9 (Union delegate rights), union delegates are entitled to reasonable access to paid time during normal working hours for workplace delegate training.
- (b) As a guide to what constitutes reasonable access to paid time for delegate training, each union delegate will be provided with three days paid leave to attend trade union events, union delegate training leave, attendance at union conferences, IR or OHS education meetings and courses in each financial year.

66.3. Payment

- (a) Leave will be paid, at the base rate of pay, for the hours the ordinary hours of work that delegate would have worked if they had not been attending the training.
- (b) If a delegate's hours for work on the leave day are not known at the time the delegate makes the request, the delegate will be paid for the average daily number of ordinary hours worked in the two weeks preceding the leave period.

66.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of union training leave, in accordance with the ordinary hours of work during the period.

66.5. Application to take leave

- (a) The delegate must make the request for leave at least four weeks before the first day of the leave.
- (b) Australian Unity will not unreasonably refuse a request for union training leave.

66.6. Evidence

- (a) The delegate must provide Australian Unity with written notice of the nomination from the Union, setting out the time, dates, content and venue of the course the delegate has been nominated to attend.

67. Unpaid leave

- (a) In addition to the various unpaid leave types specifically identified in this Part 6, by agreement between Australian Unity and an employee, an employee may be granted a period of leave without pay where an accrued leave balance is not available to the employee.
- (b) Any period of approved unpaid leave in this Part 6, will not break an employee's continuity of service however it will not count for the purposes of:
 - (i) accruing annual leave; or

- (ii) accruing personal/carers leave; or
- (iii) accruing long service leave unless specifically provided for under the employee's long service leave source entitlement; or
- (iv) progression under the classification structure where the progression is based on a period of time; or
- (v) entitlement for an absence on a public holiday (noting that some leave types specifically exclude public holidays from the leave period);
- (vi) the qualifying period for paid and unpaid parental leave; and
- (vii) the calculation of notice of termination and redundancy benefits.

68. Wellbeing leave

68.1. Application

- (a) This leave is available to permanent employees only.

68.2. Entitlement

- (a) Subject to clause 68.6, an employee will be entitled to take one day of wellbeing leave each financial year so that the employee can focus on their personal wellbeing in whatever way is important to them.
- (b) The wellbeing leave entitlement will expire at the end of each of financial year.

68.3. Payment for wellbeing leave

- (a) An employee will be paid at their base rate of pay for all the ordinary hours of work that fall on the particular day the wellbeing leave is taken.
- (b) Unused wellbeing leave is not paid out on termination of employment.

68.4. Accrual of leave during the leave period

- (a) Annual, personal / carer's and long service leave will accrue during a period of wellbeing leave, in accordance with the ordinary hours of work during the period.

68.5. Application to take leave

- (a) An employee must make an application to take wellbeing leave at least two weeks prior to the date they are requesting to take the leave.
- (b) The manager may consider the application for leave in light of business operational requirements.

68.6. Transition to financial year entitlement

- (a) If an employee was entitled to wellbeing leave under a previous enterprise agreement, and the employee took a day of wellbeing leave under that enterprise agreement during the financial year in which this Agreement commences, the employee will not

be entitled to another day of wellbeing leave in the financial year in which this Agreement commences.

69. Public holidays

69.1. Public holidays

(a) The following are public holidays:

(i) each of these days:

- 1 January (New Year's Day);
- 26 January (Australia Day);
- Good Friday;
- Easter Monday;
- 25 April (Anzac Day);
- the sovereign's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- 25 December (Christmas Day);
- 26 December (Boxing Day);

(ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the Regulations from counting as a public holiday.

(b) If, under (or in accordance with a procedure under):

- (i) a law of a State or Territory; or
- (ii) this Agreement

a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

(c) Appendix D includes a list of public holidays commonly published as being state or territory public holidays at the time of making this Agreement. Appendix D is not binding on Australian Unity and is only a guide as to what public holidays might apply to employees covered by the Agreement.

69.2. Employee entitled to be absent on public holiday

(a) An employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

69.3. Substitution of public holidays by an individual employee

- (a) At the time of making this Agreement, Australian Unity is not able to accommodate substitution of public holidays by agreement due to systems limitations. In the event that the systems limitations are able to be overcome, the remainder of this clause will apply.
- (b) By agreement between Australian Unity and an employee another day may be substituted for a public holiday provided for in the NES or state legislation.
- (c) If such a substitution day is agreed, the employee will be entitled to payment on the substituted day and not the legislated or gazetted day in accordance with clause 69.1(a) as if the reference to the public holiday in that clause is a reference to the substituted day. In this way, an employee will be entitled to:
 - (i) work on the legislated or gazetted day and paid at their ordinary rate of pay; and
 - (ii) be absent on the substituted day and be paid in accordance with clause 69.4; or
 - (iii) work on the substituted day and be paid in accordance with clause 69.6.

69.4. Payment for public holiday absences

- (a) If an employee, other than a casual employee, is absent from their employment on a day or part-day that is a public holiday, and it is a day that is part of their regular hours of work, Australian Unity must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.
- (b) If the day on which the public holiday falls is not a day that is part of the employee's regular hours of work, the employee will not be entitled to any payment for the public holiday.

69.5. Reasonable requests to work on public holidays

- (a) Despite sub-clause 69.2, Australian Unity may request an employee to work on a public holiday if the request is reasonable.
- (b) If Australian Unity requests an employee to work on a public holiday, the employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (c) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) whether the employee could reasonably expect that Australian Unity might request work on the public holiday;

- (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
- (vi) the amount of notice in advance of the public holiday given by Australian Unity when making the request;
- (vii) in relation to the refusal of a request — the amount of notice in advance of the public holiday given by the employee when refusing the request;
- (viii) any other relevant matter.

69.6. Payment for working on public holidays

- (a) Payment for working on public holidays is in accordance with either:
 - (i) clause 47 (Public holidays worked) for ordinary hours; or
 - (ii) clause 50 (Overtime) for overtime hours.

70. Interaction with NES

- (a) The following leave clauses in this Agreement are intended to reflect the NES entitlement, or in some instances provide an enhanced entitlement, but they are not intended to be in addition to the NES entitlement:
 - (i) clause 52 – annual leave;
 - (ii) clause 54 – compassionate leave;
 - (iii) clause 58 – emergency services volunteer leave;
 - (iv) clause 59 – family and domestic violence leave;
 - (v) clause 60 – jury service leave;
 - (vi) clause 61 – long service leave;
 - (vii) clause 61.1 – parental leave; and
 - (viii) clause 63 – personal / carer’s leave.

Part 7 – Termination of employment

71. Termination of employment by Australian Unity

71.1. Notice of termination

- (a) Subject to the remainder of this clause 71 and clause 73 (Redundancy benefits), Australian Unity may terminate the employment of an employee by providing the following notice which is dependent on the length of the employee's period of continuous service with Australian Unity at the end of the day on which the notice is given:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If the employee is over 45 years old and has completed at least two years of continuous service with Australian Unity at the end of the day on which the notice is given, the notice period required is increased by one week.
- (c) Australian Unity may, instead of providing notice, make a payment of at least the amount Australian Unity would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (d) Australian Unity must not terminate the employment before the notice has been given or the payment made.

71.2. Exclusions for notice of termination obligations

- (a) Clause 71.1 does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season (unless a substantial reason for employing the employee as described in that paragraph was to avoid the application of clause 71.1);
 - (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;

- (v) an employee prescribed by the Regulations as an employee to whom the provisions of Sub-division A, Division 11 of Part 2-2 of the Fair Work Act does not apply.
- (b) If the employment of an employee who is engaged on a maximum term contract ends at the end date of the contract that will be an ‘employee engaged, for a specific period of time’ as set out in clause 71.2(a)(i).
- (c) If the employment of an employee who is engaged on a maximum term contract ends at the initiation of Australian Unity at date before the end date of the contract that will be not be an ‘employee engaged, for a specific period of time’ as set out in clause 71.2(a)(i) and the employee will be entitled to notice in accordance with clause 71.1 unless another exception in clause 71.2 applies.

71.3. Job search entitlement

- (a) Where Australian Unity has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 71.3 is to be taken at times that are convenient to the employee after consultation with Australian Unity.

72. Termination of employment by an employee

72.1. Notice of termination

- (a) Subject to the remainder of this clause 72, an employee may terminate their employment with Australian Unity by providing the following notice which is dependent on the length of the employee’s period of continuous service with the Australian Unity at the end of the day on which the notice is given:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

72.2. Exclusions from notice of termination obligations

- (a) Clause 72.1 does not apply to any of the following employees:
 - (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season provided the employee is intending to remain employed until the specified time, duration or season; or
 - (ii) a casual employee.

73. Redundancy benefits

73.1. Application of this clause

- (a) Subject to sub-clause (b), an employee is entitled to the benefits under this clause 73 if:
- (i) the employee's employment is terminated:
 - at Australian Unity's initiative because Australian Unity no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - because of the insolvency or bankruptcy of Australian Unity; and
 - (ii) immediately before the time of the termination, the employee's period of continuous service with Australian Unity is at least 12 months.
- (b) This clause 73 does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season (unless a substantial reason for employing the employee as described in that paragraph was to avoid the application of clause 71.1);
 - (ii) an employee whose employment is terminated because of serious misconduct;
 - (iii) a casual employee;
 - (iv) an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (v) an employee prescribed by the Regulations as an employee to whom the provisions of Sub-division A, Division 11 of Part 2-2 of the Fair Work Act does not apply.

73.2. Notice period

- (a) Instead of the notice period provide for in clauses 71.1(a) and 71.1(b), Australian Unity will provide a notice period of eight weeks.
- (b) If an Australian Unity policy at the relevant time provides for a more generous entitlement and is expressed to apply to an employee who is made redundant under this Agreement, that more generous entitlement will apply instead of the notice period referred to in clause (a).
- (c) All other provisions of clauses 71.1 and 71.2 apply.

73.3. Redundancy pay

- (a) Australian Unity will pay the following amount of the redundancy pay based on the employee's period of continuous service with Australian Unity on termination:

Period of continuous service	Redundancy pay
Less than 1 year	Nil

1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	9 weeks
4 years but less than 5 years	12 weeks
5 years but less than 6 years	15 weeks
6 years but less than 7 years	18 weeks
7 years but less than 8 years	21 weeks
8 years but less than 9 years	24 weeks
At least 9 years	27 weeks

- (b) The redundancy payment is calculated at the employee's base rate of pay for their ordinary hours of work.

73.4. Variation of redundancy pay in certain circumstances

- (a) If an employee is entitled to be paid an amount of redundancy pay by Australian Unity because of clause 73.3(a) and Australian Unity either:
- (i) obtains other acceptable employment for the employee; or
 - (ii) cannot pay the amount,
- on application by Australian Unity, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.
- (b) If an employee is entitled to be paid an amount of redundancy pay by Australian Unity because of clause 73.3(a) and the employee is offered a suitable redeployment opportunity and rejects that offer, they will not be entitled to the enhanced redundancy benefits under this clause 73 but will remain entitled to the notice and redundancy benefits under the NES.
- (c) A redeployment opportunity will be considered 'suitable' for the purpose of sub-clause (b) if:
- (i) the redeployment role is substantially similar to the employee's pre-redundancy role; and
 - (ii) the offer is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the employee's pre-redundancy terms and conditions.

73.5. Transfer of employment situations that may affect redundancy pay

- (a) If there is a transfer of employment (as defined in the Fair Work Act), an employee is not entitled to redundancy pay if service with the Australian Unity entity counts as service with another employer (which may be another Australian Unity entity).

- (b) An employee is not entitled to redundancy pay if:
- (i) the employee rejects an offer of employment made by another employer (the second employer) that:
 - is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Australian Unity entity immediately before the termination; and
 - recognises the employee's service with the Australian Unity entity), for the purpose of this Subdivision B, Division 11 of Part 2-2 of the Act; and
 - (ii) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.
- (c) If the FWC is satisfied that sub-clause (b) operates unfairly to the employee, the FWC may order Australian Unity to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for sub-clause (b)) that the FWC considers appropriate. Australian Unity must pay the employee that amount of redundancy pay.

73.6. Transfer to lower paid duties

- (a) Where an employee accepts a transfer to lower paid duties by reason of redundancy, the same period of notice in accordance with clause 73.2(a) must be given as the employee would have been entitled to if the employment had been terminated and Australian Unity may, at Australian Unity's option, make payment instead of an amount equal to the difference between the former base rate of pay and the new base rate of pay for the number of weeks of notice still owing.

73.7. Employee leaving during notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice.
- (b) If the employee resigns with effective date in the last five weeks of their notice period, the employee is entitled to receive the benefits they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice for the remaining portion of original notice period.
- (c) However if an employee receives a more generous notice period in accordance with clause 73.2(b), and the employee resigns in the period before the final five weeks, the employee will not be entitled to redundancy pay.

73.8. Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Australian Unity, produce proof of attendance at an interview or they will

not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (c) This entitlement applies instead of clause 71.3.

74. Payment on termination of employment

- (a) Subject to:

- (i) further order of the FWC (e.g. for example in relation to redundancy); and/or
- (ii) Australian Unity making deductions authorised by this Agreement or the Act,

Australian Unity must pay an employee their wages and all other amounts that are due to the employee under this Agreement and the NES no later than the pay date in the pay period after the pay period in which the employee's employment terminates.

Part 8 – Transition to new enterprise agreement

75. Transitional terms

75.1. Delay in Agreement commencement

- (a) Australian Unity had originally intended to provide for this Agreement to commence on 13 July 2024.
- (b) The terms and conditions in this clause 75 will apply to minimise the impact of the delay.
- (c) Any retrospective payment referred to in this clause 75 will be payable no later than 19 October 2024.
- (d) Australian Unity may, at its election, substitute any retrospective payment referred to in this clause 75 for real time payment during the relevant pay period.

75.2. Wage increase

- (a) Australian Unity commits that, from 13 July 2024, each employee who was employed at the time of the vote for this Agreement, will receive a base rate of pay rise equivalent to the pay rise that they would have received had this Agreement commenced on 13 July 2024.
- (b) If Australian Unity should not meet this commitment, and in relation to any employees who are employed after the date of the vote, Australian Unity will make a retrospective payment to each relevant employee equivalent to the difference between (1) the amount they would have received in their pay had the pay increase been effective 13 July 2024 and (2) what they did receive.
- (c) For the purposes of the calculation referred to in sub-clause (b), all penalty rates and any other entitlements will be calculated on the increased base rate of pay. The

penalty rates and other entitlements will be in accordance with the enterprise agreements that applied prior to the commencement of this Agreement.

- (d) If an employee receives a wage increase through sub-clause (a), it will absorb any pay increase that would otherwise have been payable on commencement of the Agreement.

75.3. Nurse in Charge special wage rate

- (a) If an employee is designated as a Nurse in Charge between 13 July 2024 and the commencement of this Agreement, the employee will be entitled to a payment that reflects the value of having been paid at the at the Nurse in Charge special wage rate for the relevant shifts during that period.
- (b) The payment will be calculated as if the Nurse in Charge special wage rate in clause 23 of this Agreement had applied as their base rate of pay during the period (unless the employee already receives a higher rate of pay, in which case the Nurse In Charge special wage rate will not be applied). The penalty rates and other entitlements will be in accordance with the enterprise agreements that applied prior to the commencement of this Agreement.

75.4. Leading hand allowance

- (a) In the period between 13 July 2024 and the commencement of this Agreement, Australian Unity will record which employees would have been entitled to receive the leading hand allowance in accordance with clause 24 had the Agreement been in operation and how many employees the employees supervised during those period.
- (b) Australian Unity will make a retrospective payment that equates to the amount that would have been payable for the performance of the leading hand duties in the period.

75.5. Care companion qualification allowance

- (a) In the period between 13 July 2024 and the commencement of this Agreement, Australian Unity will record which employees would have been entitled to receive the care companion qualification allowance in accordance with clause 28 had the Agreement been in operation.
- (b) Australian Unity will make a retrospective payment that equates to the amount that would have been payable with respect to the care companion qualification allowance in the period.

75.6. Overtime meal allowance

- (a) In the period between 13 July 2024 and commencement of this Agreement, any employee who was entitled to an overtime meal allowance will be paid an allowance rate that is at least as high as the rate in clause 35, including any rate that has increased due to increases in the modern award rates.
- (b) If Australian Unity fails to meet this commitment, it will make retrospective payment equivalent to the difference between the payment that the employee would have received if the rate in this Agreement had applied and the rate that was applied.

75.7. Breastfeeding breaks

- (a) Australian Unity commits to facilitating paid breast-feeding breaks as provided for in clause 45.4 in the period between 13 July 2024 and commencement of this Agreement.

75.8. Parental leave

- (a) Australian Unity commits that employees will be entitled to access the paid parental leave entitlements of this Agreement in the period between 13 July 2024 until commencement of the Agreement.

75.9. Compassionate leave

- (a) Australian Unity commits that employees will be entitled to access the compassionate leave entitlements of this Agreement in the period between 13 July 2024 until commencement of the Agreement.

Signatures



Dean Chesterman
Group Executive, People and Culture
Australian Unity
271 Spring Street
Melbourne Victoria 3000



Annie Butler
Federal Secretary
Australian Nursing and Midwifery Federation,
Level 1, 365 Queen Street
Melbourne Victoria 3000




Diana Asmar
State Secretary
Health Services Union Victoria No. 1 Branch,
trading as the "Health Workers Union"
10A, 663 Victoria Street
Abbotsford Victoria 3067



Neal Barber

Neal Barber
Employee representative representing
employees at Victoria Grange
502-514 Burwood Highway
Vermont South Victoria 3133

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



GERARD HAYES
Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 30/5/24

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

Appendix A – Classification Structure and Descriptors

Care Services Employees

Stream						
Classification	CS-1	CS-2	CS-2	CS-3	CS-4	CS-5
Job titles	Care Assistant	Care Companion	Care Companion	Advanced Care Companion	Care Partner	Senior Care Partner (Non-Nurse)
Businesses	RAC	RC	RAC	RAC	RAC	RAC
Award classification	Aged Care Employee - Direct Care - Level 3	Aged Care Employee - Direct Care - Level 4	Aged Care Employee - Direct Care - Level 4	Aged Care Employee - Direct Care - Level 4	Aged Care Employee - Direct Care - Level 5	Aged Care Employee - Direct Care - Level 7
Reclassification rules (from lower classification)	Undertaking required study	Completed required qualification	Completed required qualification	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised allowance	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge
Training and qualifications	<u>Enrolled</u> in health related studies (Aged Care, Individual Support, Disability) - 3 months of study completed	Certificate III in Care related studies (Aged Care, Individual Support, Disability)	Certificate III in Care related studies (Aged Care, Individual Support, Disability)	Certificate III in Care related studies (Aged Care, Individual Support, Disability)	Certificate III in Care related studies (Aged Care, Individual Support, Disability)	Certificate III in Care related studies (Aged Care, Individual Support, Disability)
Minimum experience	None	None	None	None	6 months in an aged care facility	6 months in an aged care facility
Regular duties	General Care Services tasks including: assistance in daily living, skin care, dressing, bathing, grooming, eating and mobility assistance, special dietary care,	General Care Services tasks including: assistance in daily living, skin care, dressing, bathing, grooming, eating and mobility assistance, special dietary care,	General Care Services tasks including: assistance in daily living, skin care, dressing, bathing, grooming, eating and mobility assistance, special dietary care,	General Care Services tasks including: assistance in daily living, skin care, dressing, bathing, grooming, eating and mobility assistance, special dietary care, meal services, respite	General Care Services tasks of lower classifications, and provides specialist service delivery including medication management and administration. Leading delivery of	General Care Services tasks of lower classifications. Provides specialist service delivery including medication management and administration. Leading delivery of

Stream						
Classification	CS-1	CS -2	CS-2	CS-3	CS-4	CS-5
Job titles	Care Assistant	Care Companion	Care Companion	Advanced Care Companion	Care Partner	Senior Care Partner (Non-Nurse)
Businesses	RAC	RC	RAC	RAC	RAC	RAC
	meal services, respite and social support	meal services, respite and social support	meal services, respite and social support	and social support. Assists residents with medications.	care tasks in area / household. People management of Care Assistants and Care Companions within area/ household. Supports quality improvement Initiatives	care tasks in facility. People management of Care Assistants and Care Companions within facility. Oversight of additional care requirements such as nutritional support, data collection, survey completion, competency completion, training etc. Leads quality improvement initiatives
Level of supervision applied to employee	Works under direct supervision (closely observed at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift
Discretion/judgement required	Works within established routines, methods and procedures only	Works within established routines, methods and procedures only	Works within established routines, methods and procedures only	Works within established routines, methods and procedures only	Exercises limited discretion and judgment from a range of discrete options within established routines,	Exercises limited discretion and judgment from a range of discrete options within established routines,

Stream						
Classification	CS-1	CS -2	CS-2	CS-3	CS-4	CS-5
Job titles	Care Assistant	Care Companion	Care Companion	Advanced Care Companion	Care Partner	Senior Care Partner (Non-Nurse)
Businesses	RAC	RC	RAC	RAC	RAC	RAC
					methods and procedures	methods and procedures
Establishing procedures, ways of working etc	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	May provide instruction to peers and more junior roles on specific tasks from time to time as directed	May provide instruction to peers and more junior roles on specific tasks from time to time as directed	May provide instruction to peers and more junior roles on specific tasks from time to time as directed	May be responsible for supervision and/or coaching to others as directed on occasion or in relation to a specific area, but it is not routine part of the role to supervise and coach across all tasks	Supervises and develops others as a routine part of the role
Team work	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Numeracy	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)
Digital engagement	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Writing	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Reading	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Learning	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Problem solving	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Oral communication	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)
Planning and organising	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Initiative and innovation	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)

Nursing Employees

Enrolled Nurses

Stream	Nursing		
	EN-G	EN-C	EN-2
Classification	EN-G	EN-C	EN-2
Job title	Graduate Enrolled Nurse	Senior Care Partner (Enrolled Nurse)	Enrolled Nurse
Businesses	RAC	RAC	RAC
Award classification	Aged Care Employee- Enrolled Nurse	Aged Care Employee- Enrolled Nurse	Aged Care Employee- Enrolled Nurse
Pay points	1	1	4
Progression rules within classification	N/A	N/A	1786 hours or 1 year, whichever occurs later
Reclassification rules (from lower classification)	Registration with AHPRA as Enrolled Nurse	Registration with AHPRA as Enrolled Nurse	1786 hours or 1 year, whichever occurs later
Working unsupervised allowance	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge
Nurse in charge allowance	Applicable	Applicable	Applicable
Qualifications	Diploma of Nursing	Diploma of Nursing	Diploma of Nursing
Regular Duties	Medication administration, basic wound care, clinical duties as delegated by the Enrolled Nurse or Registered Nurse	Organising care team to achieve optimal workflow, feedback investigation and management, coordination of meal service, oversight of household operations, medication administration, basic wound care, clinical duties as delegated by the Registered Nurse	Medication administration, basic wound care, clinical duties as delegated by the Registered Nurse
Nursing and Midwifery Board of Australia status	Registered as a Division 2 Enrolled Nurse on the Register of Nurses maintained by the Australian Health Practitioner Regulation Agency	Registered as a Division 2 Enrolled Nurse on the Register of Nurses maintained by the Australian Health Practitioner Regulation Agency	Registered as a Division 2 Enrolled Nurse on the Register of Nurses maintained by the Australian Health Practitioner Regulation Agency
Minimum years of experience	None	At least 12 months (full time equivalent) experience as a Enrolled Nurse	At least 12 months (full time equivalent) experience as a Enrolled Nurse
Autonomy	Works under direct or indirect supervision by a Registered Nurse	Works under direct or indirect supervision by a Registered Nurse	Works under direct or indirect supervision by a Registered Nurse
Patient education	Provides education to customers under the guidance of a Registered Nurse	Provides education to customers under the guidance of a Registered Nurse	Provides education to customers under the guidance of an Registered Nurse
Consulting	None	Provides general advice to Graduate Enrolled Nurses, care services employees and general facility staff	Provides general advice to Graduate Enrolled Nurses, care services employees and general facility staff
Research, quality and policy development	Participates in research, quality and policy development programs as directed	Participates in research, quality and policy development programs as directed	Participates in research, quality and policy development programs as directed
Clinical care management	None	Not required	None

Stream	Nursing		
	EN-G	EN-C	EN-2
Classification	Graduate Enrolled Nurse	Senior Care Partner (Enrolled Nurse)	Enrolled Nurse
Job title	Graduate Enrolled Nurse	Senior Care Partner (Enrolled Nurse)	Enrolled Nurse
Businesses	RAC	RAC	RAC
Staff development	None	Contributes to development of care services employees as directed	Contributes to development of care services employees as directed
Staff management	None	Not required	None
General management	None	Not required	None
Leadership	Demonstrates Australian Unity values and role model behaviours to care workers	Demonstrates Australian Unity values and role model behaviours to care workers	Demonstrates Australian Unity values and role model behaviours to care workers
Team work	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)
Numeracy	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Digital engagement	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)
Writing	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Reading	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Learning	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Problem solving	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)
Oral communication	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Planning and organising	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Initiative and innovation	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)

Registered Nurses

Stream	Nursing				
Classification	RN-G	RN-2	RN-3	RN-3	NP
Job title	Graduate Registered Nurse	Registered Nurse Level 2	Registered Nurse Level 3	Infection Prevention and Control Nurse	Nurse Practitioner
Businesses	RAC	RAC	RAC	RAC	RAC
Award classification	Aged Care Employee-Registered Nurse- Level 1	Aged Care Employee-Registered Nurse- Level 2	Aged Care Employee-Registered Nurse- Level 3	Aged Care Employee-Registered Nurse- Level 3	Aged Care Employee-Nurse Practitioner
Pay points	1	7	3	3	2
Progression rules within classification	N/A	1786 hours or 1 year, whichever occurs later	1786 hours or 1 year, whichever occurs later	1786 hours or 1 year, whichever occurs later	1786 hours or 1 year, whichever occurs later
Reclassification rules (from lower classification)	Registration with AHPRA as Registered Nurse	1786 hours or 1 year, whichever occurs later	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised allowance	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge
Nurse in charge allowance	Applicable	Applicable	Applicable until RN3 Lvl 3	Applicable until RN3 Lvl 3	Applicable until RN3 Lvl 3
Qualifications	Bachelor of Nursing	Bachelor of Nursing	Bachelor of Nursing	Bachelor of Nursing Relevant IPC qualification	Master of Nursing (Nurse Practitioner)
Regular Duties	Medication administration, basic and complex wound care, customer care reviews, clinical duties as delegated by the level 2/3 Registered Nurse	Medication administration, basic and complex wound care, customer care reviews, case conferences, doctors rounds, clinical duties as delegated by the level 3 Registered Nurse	S4/ S8 medication administration, basic and complex wound care, customer care reviews, case conferences, doctors rounds, infectious outbreak identification and initial response, leadership of all care and clinical staff	Outbreak coordination, vaccination register management, IPC related competencies	Complex care management including case conferences, customer and representative education, clinical/medical assessments of customers, medication reviews, education to care and clinical staff (including competencies), intermediary between doctors and level 2/3 Registered nurses
Nursing and Midwifery Board of Australia status	Registered as a Division 1 Registered Nurses on the Register of Nurses maintained by the Australian Health	Registered as a Division 1 Registered Nurses on the Register of Nurses maintained by the Australian Health	Registered as a Division 1 Registered Nurses on the Register of Nurses maintained by the Australian Health	Registered as a Division 1 Registered Nurses on the Register of Nurses maintained by the Australian Health	Registered in Division 1 Registered Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia and

Stream	Nursing				
Classification	RN-G	RN-2	RN-3	RN-3	NP
Job title	Graduate Registered Nurse	Registered Nurse Level 2	Registered Nurse Level 3	Infection Prevention and Control Nurse	Nurse Practitioner
Businesses	RAC	RAC	RAC	RAC	RAC
	Practitioner Regulation Agency	Practitioner Regulation Agency	Practitioner Regulation Agency	Practitioner Regulation Agency	endorsed as a Nurse Practitioner
Minimum years of experience	None	At least 12 months (full time equivalent) experience as a Registered Nurse	At least 4 years (full time equivalent) as a Registered Nurse	At least 12 months (full time equivalent) experience as a Registered Nurse	None beyond qualification
Autonomy	Works under limited supervision by a Registered Nurse	Works semi-autonomously (except when operating In Charge and required to work autonomously)	Works autonomously and will be the In Charge nurse on most occasions	Works autonomously	Works autonomously
Patient education	Provides education to customers	Provides education to customers	Acts as a role model in the provision of holistic care to customers in the practice setting	Acts as a role model in the provision of specialist education in IPC	Acts as a role model in the provision of education in the relevant specialisation
Consulting	Occasionally provides general advice to Enrolled Nurses, care services employees and general facility staff	Occasionally provides general consulting advice to Enrolled Nurses, care services employees and general facility staff	Routinely provides general consulting advice to any facility employee	Routinely provides specialist consulting advice to any facility employee	Routinely provides specialist consulting advice to any facility employee
Research, quality and policy development	Participates in research, quality and policy development programs as directed	Actively contributes to research, quality and policy development programs	Actively contributes to research, quality and policy development programs	Initiates and leads research, quality and policy development programs	Initiates and leads research, quality and policy development programs. Reviews impact of research and support process change based on findings
Clinical care management	None	Plans and coordinates services relating to a particular group of customers as directed	Plans and coordinates services relating to facility on designated shifts	Provides comprehensive and direct complex nursing care within scope of clinical specialisation	Provides comprehensive and direct complex nursing care within scope of clinical specialisation
Staff development	Contributes to development of care services employees as directed	Contributes to the development of care services employee, graduate nurses, and peers as directed	Develops care services employees, lifestyle services employees and registered nurses in clinical practices	Provides knowledge/skill development opportunities relevant to the specialisation for all facility staff	Provides knowledge/skill development opportunities relevant to the specialisation for all facility staff

Stream	Nursing				
Classification	RN-G	RN-2	RN-3	RN-3	NP
Job title	Graduate Registered Nurse	Registered Nurse Level 2	Registered Nurse Level 3	Infection Prevention and Control Nurse	Nurse Practitioner
Businesses	RAC	RAC	RAC	RAC	RAC
Staff management	None	Responsible for immediate people matters requiring resolution within immediate work area of the facility when on any In Charge shifts	Responsible for immediate people matters requiring resolution on any given shift	None	May have people leader responsibilities
General management	None	None	May be delegated responsibility to assist the Clinical Care Manager in general management duties	Manages budget, organisational, risk and compliance requirements within specialisation	Manages budget, organisational, risk and compliance requirements within specialisation
Leadership	Acts as role model to Enrolled Nurses and care workers in relation to everyday professional behaviour and competence	Acts as role model to lower classified / less experienced nurses in relation to everyday professional behaviour and competence	Acts as role model to all nurses in relation to professional behaviour and competence, efficiency and effectiveness	Acts as role model to all nurses in relation to IPC standards, professional behaviour and competence, efficiency and effectiveness	Acts as role model to all nurses in relation to professional behaviour and competence, efficiency and effectiveness
Team work	Level 7 (Intermediate)	Level 8 (High)	Level 9 (High)	Level 9 (High)	Level 9 (High)
Numeracy	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)
Digital engagement	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Writing	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)
Reading	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 8 (High)	Level 8 (High)	Level 9 (High)
Learning	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 8 (High)
Problem solving	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 8 (High)
Oral communication	Level 7 (Intermediate)	Level 8 (High)	Level 8 (High)	Level 8 (High)	Level 8 (High)
Planning and organising	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 8 (High)	Level 7 (Intermediate)	Level 8 (High)
Initiative and innovation	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)

Lifestyle Services Employees

Stream	Lifestyle Services				
Classification	LS-1	LS-2	LS-3	LS-3	LS-4
Job Titles	Lifestyle Services Assistant	Lifestyle Services Companion	Lifestyle Services Coordinator	Lifestyle Services Coordinator	Lifestyle Services Lead Partner
Businesses	RAC	RAC	RAC	RC	RAC
Award classification	Aged Care Employee - Direct Care - Level 3	Aged Care Employee - Direct Care - Level 5	Aged Care Employee - Direct Care - Level 5	Aged Care Employee - Direct Care - Level 5	Aged Care Employee - Direct Care - Level 7
Pay points	1	1	3	3	1
Progression rules within classification	N/A	N/A	1786 hours or 1 year, whichever occurs later	1786 hours or 1 year, whichever occurs later	N/A
Reclassification rules (from lower classification)	N/A	Completed required qualification	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised rate	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge	N/A - Nurse in Charge
Training and qualifications	None	Cert IV in Leisure and Health	Cert IV in Leisure and Health	Cert IV in Leisure and Health	Cert IV in Leisure and Health or equivalent in a related field or higher
Minimum experience	None	None	6 months or equivalent within Aged Care	6 months or equivalent within Industry	6 months experience in similar roles
Regular duties	Implement and provide ongoing evaluation to Lifestyle delivery programs	Develop, implement and evaluate Lifestyle delivery programs. Provide customer advocacy	Engage and consult with customers on needs. Implement, design and evaluate Lifestyle delivery programs. Provide customer advocacy. May provide assistance in the supervisor and guidance of more junior lifestyle team members from time to time.	Engage and consult with customers on needs. Implement, design and evaluate Lifestyle delivery programs. Provide customer advocacy. May provide assistance in the supervisor and guidance of more junior lifestyle team members from time to time.	Supervise and coach more junior Lifestyle team members. Engage and consult with customers on needs. Implement, design and evaluate Lifestyle delivery programs. Provide customer advocacy
Level of supervision applied to employee	Works under direct supervision (closely observed at all times)	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works autonomously, reporting to more senior levels on outcomes

Stream	Lifestyle Services				
Classification	LS-1	LS-2	LS-3	LS-3	LS-4
Job Titles	Lifestyle Services Assistant	Lifestyle Services Companion	Lifestyle Services Coordinator	Lifestyle Services Coordinator	Lifestyle Services Lead Partner
Businesses	RAC	RAC	RAC	RC	RAC
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the function is performing as required across the facility at all times
Discretion/judgement required	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a high degree of discretion and judgement and innovates provided it aligns with business objectives
Establishing procedures, ways of working etc	Provides considered view on discrete aspects of process as requested	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.	Leads or oversees the development of change proposals and implementation of change
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	May provide instruction to peers and more junior roles on specific tasks from time to time as directed	May be responsible for supervision and/or coaching to others as directed on occasion or in relation to a specific area, but it is not routine part of the role to supervise and coach across all tasks	May be responsible for supervision and/or coaching to others as directed on occasion or in relation to a specific area, but it is not routine part of the role to supervise and coach across all tasks	Supervises and develops others as a routine part of the role
Team work	Level 3 (Basic)	Level 3 (Basic)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 8 (High)
Numeracy	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Digital engagement	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Writing	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Reading	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Learning	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Problem solving	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)
Oral communication	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Planning and organising	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Initiative and innovation	Level 3 (Basic)	Level 3 (Basic)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)

Administrative Services Employees

	Administrative Services					
Classification	AS-1	AS-1	AS-2	AS-3	AS-4	AS-4
Job Titles	<u>Administration Assistant</u>	<u>Receptionist Administrator</u>	<u>Administration Coordinator</u>	<u>Administration Team Leader Level 1</u>	<u>Rostering Specialist</u>	<u>Administration Team Leader Level 2</u>
Businesses	RC	RAC	RC	RAC	RAC	RAC
Award classification	Aged Care Employee - General - Level 3	Aged Care Employee - General - Level 3	Aged Care Employee - General - Level 5	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7
Reclassification rules (from lower classification)	N/A	N/A	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised allowance	Applicable	Applicable	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors
Training and qualifications	None	None	None required. Indicative qualification is a Cert III in Business Administration	None required. Indicative qualification is a Cert III in Business Administration	None required. Indicative qualification is a Cert III in Business Administration	None required. Indicative qualification is a Cert III in Business Administration
Minimum experience	Experience with Microsoft office suite.	Experience with Microsoft office suite.	Intermediate experience with Microsoft office suite. Experience with relevant business systems and applications Min 5 years experience in administration	Advanced Microsoft office skills. Experience with relevant business systems and applications Min 5 years experience in administration	Advanced Microsoft office skills. Experience with relevant business systems and applications	Advanced Microsoft office skills. Experience with relevant business systems and applications Min 5 years experience in administration
Regular duties	Indicative duties include: - Reception duties - Receiving general phone calls, emails, mail - Enquiry triage - Document creation - Data and records	Indicative duties include: - Reception duties - Receiving general phone calls, emails, mail - Enquiry triage - Document creation - Data and records	An Administrative Officer Level 2 performs more complex tasks of the same duties at Administration Employee Level 1, in addition to: - Compliance activity	Indicative duties include: - Team leadership - Document creation - Data and records management - Data reporting - Meeting and events management	Indicative duties include: - Roster management - Complex data and records management - Analysis and data reporting - Recruitment and onboarding activities	Indicative duties include: - Team leadership - Document creation - Data and records management - Data reporting - Meeting and events management

	Administrative Services					
Classification	AS-1	AS-1	AS-2	AS-3	AS-4	AS-4
Job Titles	Administration Assistant	Receptionist Administrator	Administration Coordinator	Administration Team Leader Level 1	Rostering Specialist	Administration Team Leader Level 2
Businesses	RC	RAC	RC	RAC	RAC	RAC
	management - Reporting - Meetings and event management - Visitor escorting and basic tours	management - Reporting - Meetings and event management - Visitor escorting and basic tours	tracking - Customer complaints management - Team support - Quality and efficiency improvement	- Visitor escorting and basic tours - Financial records management - Customer complaints management - Compliance activity tracking - Team support - Quality and efficiency improvement	- Compliance activity tracking - Team support - Quality and efficiency improvement	- Visitor escorting and basic tours - Financial records management - Customer complaints management - Compliance activity tracking - Team support - Quality and efficiency improvement
Level of supervision applied to employee	Works under limited supervision (supervisor in general vicinity and periodically observing work)	Works under limited supervision (supervisor in general vicinity and periodically observing work)	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works autonomously, reporting to more senior levels on outcomes	Works autonomously, reporting to more senior levels on outcomes	Works autonomously, reporting to more senior levels on outcomes
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift	Accountable to ensure the function is performing as required across the facility at all times	Accountable to ensure the function is performing as required across the facility at all times
Discretion/judgement required	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures

	Administrative Services					
Classification	AS-1	AS-1	AS-2	AS-3	AS-4	AS-4
Job Titles	Administration Assistant	Receptionist Administrator	Administration Coordinator	Administration Team Leader Level 1	Rostering Specialist	Administration Team Leader Level 2
Businesses	RC	RAC	RC	RAC	RAC	RAC
Establishing procedures, ways of working etc	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	Does not supervise others. May provide general support to others but not instruction	May provide instruction to peers and more junior roles on specific tasks from time to time as directed	Supervises and develops others as a routine part of the role	May provide instruction to peers and more junior roles on specific tasks from time to time as directed	Supervises and develops others as a routine part of the role
Team work	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)	Level 7 (Intermediate)	Level 8 (High)	Level 8 (High)
Numeracy	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Digital engagement	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)
Writing	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Reading	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)
Learning	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Problem solving	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Oral communication	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)
Planning and organising	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Initiative and innovation	Level 3 (Basic)	Level 3 (Basic)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)

Maintenance / Gardening and Driving Services Employees

Levels MS-1 to MS-2

Stream	Maintenance / Gardening / Driving Services			
Classification	MS-1	MS-1	MS-1	MS-2
Job Titles	<u>Maintenance Assistant</u>	<u>Gardening Assistant</u>	<u>Maintenance & Gardening Assistant</u>	<u>Driver</u>
Businesses	RAC	RAC	RC	RC
Award classification	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 4
Reclassification rules (from lower classification)	N/A	N/A	N/A	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised allowance	Applicable	Applicable	Applicable	Applicable
Training and qualifications	None	None	None	Vehicle Licences: 3 tonne or over
Minimum experience	None	None	None	Intermediate experience in a similar role or trade background
Regular duties	Indicative duties include: - Repairs - Inspections - Preventative maintenance - Grounds and outdoor area maintenance - Documentation and reporting - Equipment inventory - Waste management	Indicative duties include: - Maintain outdoor spaces - Plant care - Weeding and pest control - Planting, transplanting and landscaping - Seasonal maintenance - Watering system maintenance	Indicative duties include: -Repairs -Inspections - Preventative maintenance - Grounds and outdoor area maintenance - Documentation and reporting	Indicative duties include: - Scheduling of drives - Preparing vehicle for travel - Transport passengers - Vehicle maintenance -Log book management -Incident management -Transport goods -Vehicle cleaning
Level of supervision applied to employee	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks
Discretion/judgement required	Exercises limited discretion and judgment from a range of discrete options within	Exercises limited discretion and judgment from a range of discrete options within	Exercises limited discretion and judgment from a range of discrete options within	Exercises limited discretion and judgment from a range of discrete options within

Stream	Maintenance / Gardening / Driving Services			
Classification	MS-1	MS-1	MS-1	MS-2
Job Titles	Maintenance Assistant	Gardening Assistant	Maintenance & Gardening Assistant	Driver
Businesses	RAC	RAC	RC	RC
	established routines, methods and procedures	established routines, methods and procedures	established routines, methods and procedures	established routines, methods and procedures
Establishing procedures, ways of working etc	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	Does not supervise others. May provide general support to others but not instruction	Does not supervise others. May provide general support to others but not instruction	Does not supervise others. May provide general support to others but not instruction
Team work	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Numeracy	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Digital engagement	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 3 (Basic)	Level 3 (Basic)
Writing	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Reading	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Learning	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 6 (Intermediate)
Problem solving	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)
Oral communication	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 6 (Intermediate)
Planning and organising	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 5 (Intermediate)
Initiative and innovation	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 4 (Intermediate)

Levels MS-3 to MS-4

Stream	Maintenance / Gardening / Driving Services			
Classification	MS-3	MS-3	MS-4	MS-4
Job Titles	<u>Maintenance & Gardening Officer</u>	<u>Maintenance & Gardening Officer</u>	<u>Gardening Team Leader</u>	<u>Maintenance Team Leader</u>
Businesses	RAC	RC	RC	RC
Award classification	Aged Care Employee - General - Level 4	Aged Care Employee - General - Level 4	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7
Reclassification rules (from lower classification)	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised allowance	Applicable	Applicable	N/A - contemplated in descriptors	N/A - contemplated in descriptors
Training and qualifications	None	None	Minimum 2 years experience in a similar role	Minimum 2 years experience in a similar role
Minimum experience	Intermediate experience in a similar role or trade background	Intermediate experience in a similar role or trade background	Intermediate experience in a similar role or trade background	Intermediate experience in a similar role or trade background
Regular duties	Indicative duties include: - Repairs - Inspections - Preventative maintenance - Grounds and outdoor area maintenance - Documentation and reporting - Equipment inventory - Waste management	Indicative duties include: - Repairs - Inspections - Preventative maintenance - Grounds and outdoor area maintenance - Documentation and reporting	Indicative duties include: - Planting and monitoring - Watering system maintenance - Planting and plant health - Grounds and outdoor area maintenance - Documentation and reporting	Indicative duties include: - Maintenance planning - Repairs - Inspections - Preventative maintenance - Grounds and outdoor area maintenance - Documentation and reporting - Equipment inventory
Level of supervision applied to employee	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works autonomously, reporting to more senior levels on outcomes	Works autonomously, reporting to more senior levels on outcomes
Responsibility in team	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift
Discretion/judgment required	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures

Stream	Maintenance / Gardening / Driving Services			
Classification	MS-3	MS-3	MS-4	MS-4
Job Titles	<u>Maintenance & Gardening Officer</u>	<u>Maintenance & Gardening Officer</u>	<u>Gardening Team Leader</u>	<u>Maintenance Team Leader</u>
Businesses	RAC	RC	RC	RC
Establishing procedures, ways of working etc	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Leads or oversees the development of change proposals and implementation of change	Leads or oversees the development of change proposals and implementation of change
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	Does not supervise others. May provide general support to others but not instruction	Supervises and develops others as a routine part of the role	Supervises and develops others as a routine part of the role
Team work	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Numeracy	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Digital engagement	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Writing	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Reading	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Learning	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Problem solving	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Oral communication	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Planning and organising	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Initiative and innovation	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)

Food Production Employees

Stream	Food Production Services				
Classification	FP-1	FP-2	FP-2	FP-3	FP-4
Job titles	Apprentice Chef	Cook	Cook	Chef	Senior Chef
Businesses	RAC	RAC	RC	RAC	RAC
Award classification	Aged Care Employee - General - Adult Apprentice Cook - Level 4	Aged Care Employee - General - Senior Food Service - Level 5	Aged Care Employee - General - Senior Food Service - Level 5	Aged Care Employee - General - Senior Food Service - Level 5	Aged Care Employee - General - Senior Food Service - Level 6
Pay points	2	1	1	1	1
Reclassification rules (from lower classification)	N/A	Completed at least 2 years of an Cert III in Commercial Cookery or equivalent	Completed at least 2 years of an Cert III in Commercial Cookery or equivalent	Completed required qualification or apprenticeship	By appointment based on business requirement to operate at this level and demonstrated capability
Working unsupervised allowance	\$27.07	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors
Training and qualifications	Studying Certificate III	None Required , Food Safety Aged Care	None Required , Food Safety Aged Care	Cert III Commercial Cookery, Food Safety Supervisor Certificate, Food Safety Aged Care	Cert III Commercial Cookery, Food Safety Supervisor Certificate, Food Safety Aged Care
Minimum experience	Meeting all schooling guidelines	None required	None Required	At least 6 months experience in a commercial kitchen	At least 2 years experience in a commercial kitchen
Regular duties	Indicative duties include: Preparation work, cooking, placing and presentation, communication and collaboration with teams, cleaning, maintenance, inventory management, food safety and compliance	Indicative duties include: Preparation work, cooking, placing and presentation, communication and collaboration with teams, cleaning, maintenance, inventory management, food safety and compliance	Indicative duties include: Preparation work, cooking, placing and presentation, communication and collaboration with teams, cleaning, maintenance, inventory management, food safety and compliance	Indicative duties include: Training and supervision, kitchen organisation, preparation work, cooking, placing and presentation, communication and collaboration with teams, cleaning, maintenance, inventory management, food safety and compliance	Indicative duties include: Training and supervision, meal planning, kitchen organisation, preparation work, cooking, placing and presentation, communication and collaboration with teams, cleaning, maintenance, inventory management, food safety and compliance
Level of supervision applied to employee	Works under limited supervision (supervisor in general vicinity and periodically observing work)	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works autonomously, reporting to more senior levels on outcomes

Stream	Food Production Services				
Classification	FP-1	FP-2	FP-2	FP-3	FP-4
Job titles	Apprentice Chef	Cook	Cook	Chef	Senior Chef
Businesses	RAC	RAC	RC	RAC	RAC
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the tasks within their designated responsibility are delivered by the team	Accountable to ensure the tasks within their designated responsibility are delivered by the team
Discretion/judgement required	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures
Establishing procedures, ways of working etc	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed.	Develops changes proposals and leads the implementation of change as directed
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	May be responsible for supervision and/or coaching to others as directed on occasion or in relation to a specific area, but it is not routine part of the role to supervise and coach across all tasks	May be responsible for supervision and/or coaching to others as directed on occasion or in relation to a specific area, but it is not routine part of the role to supervise and coach across all tasks	May be responsible for supervision and/or coaching to others as directed on occasion or in relation to a specific area, but it is not routine part of the role to supervise and coach across all tasks	Supervises and develops others as a routine part of the role
Team work	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 7 (Intermediate)
Numeracy	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Digital engagement	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Writing	Level 4 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Reading	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)
Learning	Level 5 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 7 (Intermediate)
Problem solving	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)
Oral communication	Level 6 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 7 (Intermediate)	Level 8 (High)
Planning and organising	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 6 (Intermediate)	Level 7 (Intermediate)
Initiative and innovation	Level 3 (Basic)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 7 (Intermediate)

General Services Employees

Level GS-1

Stream	General Services						
Classification	GS-1	GS-1	GS-1	GS-1	GS-1	GS-1	GS-1
Job titles	Resident Services Assistant	General Services Assistant	Laundry Assistant	Cleaner / Housekeeper	Cleaner / Housekeeper	Food Service Assistant	Kitchenette Service Assistant
Businesses	RAC	RAC	RAC	RAC	RC	RAC	RAC
Award classification	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2	Aged Care Employee - General - Level 2
Working unsupervised allowance	N/A	Applicable	Applicable	Applicable	Applicable	Applicable	Applicable
Reclassification rules (from lower classification)	N/A - Nurse in Charge	N/A	N/A	N/A	N/A	N/A	N/A
Training and qualifications	Food Handling Certificate	None	None	None	None	None	None
Minimum experience	None	None	None	None	None	None	None
Regular duties	Provision of social support, daily support activities of customers without manual handling requirements, transportation of customers, light cleaning, provisions of meals, tea and coffee to customers	May include any combination of duties from the following roles: - Laundry Assistant - Food Services Assistant - Cleaner/Housekeeper	Indicative duties include: - Laundering of customer items and general linen, including: washing, treating stains, removing lint, drying and pressing - Basic clothing repairs - Managing customer records - Performing quality checks - Caring for equipment - Monitoring supplies	Indicative duties include: - Cleaning and sanitation - Disinfecting - Sweeping /vacuuming - Infection control	Indicative duties include: - Cleaning and sanitation - Disinfecting - Sweeping /vacuuming - Infection control	Indicative duties include: - Meal preparation (peeling, cutting and grating vegetables and fruit - Prepare basic food items such as sandwiches, egg dishes and breakfasts - Meal service - Cleaning and sanitation - Storage of food and equipment - Communication with Residents	Initiative duties include: - Customer engagement - Meal preparation (peeling, cutting and grating vegetables and fruit - Cooking - basic cooking - Prepare basic food items such as sandwiches, egg dishes and breakfasts - Meal service - Cleaning and sanitation - Storage of food

Stream	General Services						
Classification	GS-1	GS-1	GS-1	GS-1	GS-1	GS-1	GS-1
Job titles	Resident Services Assistant	General Services Assistant	Laundry Assistant	Cleaner / Housekeeper	Cleaner / Housekeeper	Food Service Assistant	Kitchenette Service Assistant
Businesses	RAC	RAC	RAC	RAC	RC	RAC	RAC
						- Upholding food safety	and equipment - Communication with Residents - Upholding food safety - Maintain cooking equipment - Plate foods
Level of supervision applied to employee	Works under direct supervision (closely observed at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)	Works under indirect supervision (supervisor in vicinity and available at all times)
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks	Accountable for the performance of allocated individual tasks
Discretion/judgement required	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures
Establishing procedures, ways of working etc	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested	Provides considered view on discrete aspects of process as requested
Coaching/supervising others	Does not supervise others. May provide general	Does not supervise others. May provide general	Does not supervise others. May provide general	Does not supervise others. May provide general	Does not supervise others. May provide general	Does not supervise others. May provide general	Does not supervise others. May provide general

Stream	General Services						
Classification	GS-1	GS-1	GS-1	GS-1	GS-1	GS-1	GS-1
Job titles	Resident Services Assistant	General Services Assistant	Laundry Assistant	Cleaner / Housekeeper	Cleaner / Housekeeper	Food Service Assistant	Kitchenette Service Assistant
Businesses	RAC	RAC	RAC	RAC	RC	RAC	RAC
	support to others but not instruction	support to others but not instruction	support to others but not instruction	support to others but not instruction	support to others but not instruction	support to others but not instruction	support to others but not instruction
Team work	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Numeracy	Level 1 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Digital engagement	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Writing	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Reading	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Learning	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Problem solving	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Oral communication	Level 5 (Intermediate)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Planning and organising	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Initiative and innovation	Level 4 (Intermediate)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)

Levels GS-2 to GS-4

Stream	General Services					
Classification	GS-2	GS-3	GS-3	GS-3	GS-3	GS-4
Job titles	Café Assistant	General Services Team Leader	Laundry Team Leader	Cleaning / Housekeeping Team Leader	Food Services Team Leader (Morning)	Food Services Team Leader (Evening)
Businesses	RAC	RAC	RAC	RAC	RAC	RAC
Award classification	Aged Care Employee - General - Level 3	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7	Aged Care Employee - General - Level 7
Working unsupervised allowance	Applicable	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors	N/A - contemplated in descriptors
Reclassification rules (from lower classification)	N/A	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability	By appointment based on business requirement to operate at this level and demonstrated capability
Training and qualifications	None	None	None	None	None	None
Minimum experience	None	6 months of relevant experience	6 months of relevant experience	6 months of relevant experience	6 months of relevant experience	6 months of relevant experience
Regular duties	Initiative duties include: - Customer engagement - Meal preparation (peeling, cutting and grating vegetables and fruit) - Opening/closing cafe - Till operation - Cooking - basic cooking - Prepare basic food items such as sandwiches, egg dishes and breakfasts - Meal service	May include any combination of duties from the following roles: - Laundry Team Leader - Food Services Team Leader - Cleaner/Housekeeper Team Leader	Indicative duties include: - Organising the laundry operations - Quality assurance and complaints - Laundering of customer items and general linen, including: washing, treating stains, removing lint, drying and pressing - Basic clothing repairs - Managing customer records - Performing quality	Indicative duties include: - Cleaning and sanitation - Disinfecting / sweeping / vacuuming - Infection control - Team leadership	Indicative duties include: - Organising the laundry operations - Quality assurance and complaints - Laundering of customer items and general linen, including washing, treating stains, removing lint, drying and pressing - Basic clothing repairs - Managing customer records - Performing quality	Indicative duties include: - Organising the laundry operations - Quality assurance and complaints - Laundering of customer items and general linen, including: washing, treating stains, removing lint, drying and pressing - Basic clothing repairs - Managing customer records - Performing quality

Stream	General Services					
Classification	GS-2	GS-3	GS-3	GS-3	GS-3	GS-4
Job titles	Café Assistant	General Services Team Leader	Laundry Team Leader	Cleaning / Housekeeping Team Leader	Food Services Team Leader (Morning)	Food Services Team Leader (Evening)
Businesses	RAC	RAC	RAC	RAC	RAC	RAC
	<ul style="list-style-type: none"> - Cleaning and sanitation - Storage of food and equipment - Communication with Residents - Upholding food safety - Maintain cooking equipment - Plate foods 		<ul style="list-style-type: none"> checks - Caring for equipment - Monitoring supplies 		<ul style="list-style-type: none"> checks - Caring for equipment - Monitoring supplies - Team leadership 	<ul style="list-style-type: none"> checks - Caring for equipment - Monitoring supplies - Team leadership
Level of supervision applied to employee	Works under indirect supervision (supervisor in vicinity and available at all times)	Works autonomously, reporting to more senior levels on outcomes	Works autonomously, reporting to more senior levels on outcomes	Works autonomously, reporting to more senior levels on outcomes	Works semi-autonomously, reporting to more senior levels on outcomes and seeking guidance as required	Works autonomously, reporting to more senior levels on outcomes
Responsibility in team	Accountable for the performance of allocated individual tasks	Accountable to ensure the function is performing as required across the facility at all times	Accountable to ensure the function is performing as required across the facility at all times	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift	Accountable to ensure the function is performing as required in the designated area of the facility or on the designated shift
Discretion/judgement required	Exercises limited discretion and judgment from a range of discrete options within established routines, methods and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures	Exercises a moderate degree of discretion and judgment from within a framework of policies, guidelines and procedures

Stream	General Services					
Classification	GS-2	GS-3	GS-3	GS-3	GS-3	GS-4
Job titles	Café Assistant	General Services Team Leader	Laundry Team Leader	Cleaning / Housekeeping Team Leader	Food Services Team Leader (Morning)	Food Services Team Leader (Evening)
Businesses	RAC	RAC	RAC	RAC	RAC	RAC
Establishing procedures, ways of working etc	Provides considered view on discrete aspects of process as requested	Develops changes proposals and leads the implementation of change as directed	Develops changes proposals and leads the implementation of change as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed	Routinely identifies areas for improvement and makes proposals for change. May contribute to change implementation as directed
Coaching/supervising others	Does not supervise others. May provide general support to others but not instruction	Supervises and develops others as a routine part of the role	Supervises and develops others as a routine part of the role	Supervises and develops others as a routine part of the role	Supervises and develops others as a routine part of the role	Supervises and develops others as a routine part of the role
Team work	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Numeracy	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Digital engagement	Level 4 (Intermediate)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 2 (Basic)	Level 2 (Basic)
Writing	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Reading	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)
Learning	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)
Problem solving	Level 3 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)	Level 3 (Basic)	Level 4 (Intermediate)
Oral communication	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 5 (Intermediate)	Level 5 (Intermediate)
Planning and organising	Level 2 (Basic)	Level 3 (Basic)	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 4 (Intermediate)
Initiative and innovation	Level 3 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)	Level 2 (Basic)	Level 4 (Intermediate)	Level 4 (Intermediate)

Appendix B – Australian Skills Classification descriptors

Teamwork	
1	Respond to a group instruction
2	Put forward ideas in a meeting when asked to do so
3	Accept and act on guidance from a mentor
4	Cultivate a small informal network of people who may be able to advise on a project from a diverse range of perspectives
5	Recognise and avoid inappropriate behaviours, such as use of discriminatory language, that undermine effective group interaction
6	Initiate team problem solving sessions
7	Share knowledge, experience, information and resources with others as an integral part of work relationships
8	Engage with clients from a range of backgrounds and identify options to help them meet their needs
9	Work with a range of subject matter experts, with diverse perspectives, to achieve a challenging goal
10	Perform an unscripted, live improvisation show with other actors

Numeracy	
1	Identify the numerical position of items on a shelf from left to right
2	Check the weight and length of a product against a job ticket
3	Count the amount of change to be given to a customer
4	Use a blood pressure machine and accurately record the results
5	Create charts and graphs to accurately convey the results of a customer satisfaction survey
6	Calculate the square footage of a new home under construction based on plans using scales and ratios
7	Write a detailed report based on a comprehensive statistical analysis of the causes of workplace accidents
8	Prepare a report that summarises a business's current financial position and forecasts future earnings and income
9	Develop a mathematical model to simulate and resolve an engineering problem
10	Write a thesis on asymptotic properties of zero-sets of polynomials in differential equations

Digital engagement	
1	Name and identify the purpose of familiar digital devices (e.g. mobile phone, computer, tablet)
2	Send a short and simple reply to an email communication using a digital device
3	Enter information into a database
4	Recognise different ways to connect to the internet (e.g. Bluetooth, Wi-Fi, hotspot)
5	Build and maintain an effective online profile for career management
6	Use software on a portable device to document a building inspection by recording measurements, checking compliance and uploading photos
7	Write software for keeping track of items in an inventory
8	Use Enterprise Resource Planning software to monitor transactional data from multiple sources including accounting, procurement and human resources and visualise this data for a company's strategic plan
9	Set up a new computer system for a large multinational company
10	Develop new ways of guaranteeing the trustworthiness of transactions on decentralised, cloud based, distributed transactional systems

Writing	
1	Write name and address on a membership form, copying another document
2	Write everyday workplace specific vocabulary and abbreviations (e.g. product names)
3	Take a telephone message
4	Write a job history as part of a job application
5	Prepare a standard operating procedures document
6	Write a memo to staff outlining new directives
7	Write a detailed literature review
8	Write a legally binding contract for services provided by one business to another
9	Write a novel for publication
10	Write a thesis on metaphor, syntax and grammar in nineteenth century novels

Reading	
1	Recognise simple labels on commonly used product items
2	Locate the time and place of a meeting on a weekly timetable
3	Read step-by-step instructions for completing a form
4	Read directions on how to operate a piece of machinery safely
5	Read and interpret instructions and technical drawings in an equipment instruction manual
6	Read a memo from management describing new personnel policies
7	Read a book on leading and managing change in a diverse and evolving workplace
8	Read and analyse information comparing the impact of downturns in the global economy on the cost of producing and selling beef
9	Read a scientific journal article describing surgical procedures
10	Identify the key concepts and arguments from a range of highly academic sources in a specialised, new field of knowledge and synthesise information in order to progress research

Learning	
1	Take a different route to work when a road is closed
2	Notice that a new flavour of ice-cream has been introduced and sell it to customers
3	Think about the implications of a newspaper article for job opportunities
4	Learn how to operate new machinery safely and efficiently
5	Learn a new filing system that groups documents by type, security classification, subject and date
6	Determine the impact of new menu changes on a restaurant's purchasing requirements
7	Effectively apply change management techniques while managing a diverse team
8	Develop and implement a new business strategy based on changing market conditions
9	Identify the implications of a new scientific theory for product design
10	Apply synthetic organic chemistry principles to design and synthesise functional liquid crystals for molecular electronics

Problem solving	
1	Respond to a red screen alert and turn a machine off
2	Approach a supervisor for advice before restarting a machine
3	Lay out tools to complete a job
4	Break a complex problem into manageable parts and follow a plan of action
5	Find evidence to support a history essay in a rare document
6	Redesign a floor layout to take advantage of new manufacturing techniques
7	Evaluate a construction project and recommend changes to comply with external standards and regulations
8	Examine records and data to investigate and prosecute corporate criminals
9	Develop and implement a plan to provide emergency relief for a major metropolitan area
10	Write a thesis on solar hydrogen generation from rust using 3-D nanostructured photoelectrodes

Oral communication	
1	Follow simple instructions like "wash your hands"
2	Provide a simple explanation to a supervisor about a work hazard
3	Cancel a newspaper delivery by phone
4	Give clear, sequenced instructions on how to use a hand-held drill
5	Answer a customer's questions about which product would work best for them
6	Give instructions to a lost driver
7	Participate in a work meeting and ask appropriate follow up questions
8	Explain a complex procedure or process to a client, taking into account linguistic needs and cultural sensitivities
9	Explain advanced principles of genetics to a first-year university student
10	Provide meaningful, culturally appropriate support to someone in distress

Planning and organising	
1	Organise flash cards by colour
2	Attend work on time with appropriate clothing, tools and other resources as required
3	Organise a simple and repetitive work schedule
4	Schedule time for updating a manager on the progress of work
5	Use an organisational file sharing and storage system
6	Plan and organise your own activities as requirements change
7	Write a research report that presents recommendations after developing a project methodology, planning the research and developing a timeline
8	Develop a program of multiple live musical performances, special events and sports carnivals throughout the year at a sports club venue and coordinate volunteers, staff and contractors to deliver the events
9	Prioritise and plan multiple complex tasks several months ahead
10	Develop a dynamic plan for a complex, multi-faceted project, with timelines that include regularly reviewing priorities, interdependencies and performance during implementation, proactively identifying and managing project risks

Initiative and innovation	
1	Ask for help when unsure what to do next
2	Support the adoption of new ideas that improve a work process
3	See how a window display is promoting sales and decide to create a similar display at the back of the store to sell another product
4	Continuously and systematically look for ways to improve your performance at work
5	Confer with co-workers to coordinate work activities
6	Find a more efficient way to produce end of month reports
7	Coordinate sales campaigns
8	Negotiate a price and sales terms then prepare a contract for a house
9	Collaborate with people from a range of backgrounds to prepare and deliver an original piece of work
10	Start a company that develops new technology

Oral communication	
1	Follow simple instructions like "wash your hands"
2	Provide a simple explanation to a supervisor about a work hazard
3	Cancel a newspaper delivery by phone
4	Give clear, sequenced instructions on how to use a hand-held drill
5	Answer a customer's questions about which product would work best for them
6	Give instructions to a lost driver
7	Participate in a work meeting and ask appropriate follow up questions
8	Explain a complex procedure or process to a client, taking into account linguistic needs and cultural sensitivities
9	Explain advanced principles of genetics to a first-year university student
10	Provide meaningful, culturally appropriate support to someone in distress

Planning and organising	
1	Organise flash cards by colour
2	Attend work on time with appropriate clothing, tools and other resources as required
3	Organise a simple and repetitive work schedule
4	Schedule time for updating a manager on the progress of work
5	Use an organisational file sharing and storage system
6	Plan and organise your own activities as requirements change
7	Write a research report that presents recommendations after developing a project methodology, planning the research and developing a timeline
8	Develop a program of multiple live musical performances, special events and sports carnivals throughout the year at a sports club venue and coordinate volunteers, staff and contractors to deliver the events
9	Prioritise and plan multiple complex tasks several months ahead
10	Develop a dynamic plan for a complex, multi-faceted project, with timelines that include regularly reviewing priorities, interdependencies and performance during implementation, proactively identifying and managing project risks

Appendix C – Minimum Wage Rates

Roles in the classification structures

Stream	Classification	Pay point	Roles	Translation to new structure	Commencement of Agreement 3.5%	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
Nursing								
Nursing	EN-G	PP1	Graduate Enrolled Nurse	\$34.40	\$35.60	\$36.85	\$38.14	\$39.47
	EN-2	PP1	Enrolled Nurse	\$35.30	\$36.54	\$37.81	\$39.14	\$40.51
	EN-2	PP2	Enrolled Nurse	\$36.20	\$37.47	\$38.78	\$40.14	\$41.54
	EN-2	PP3	Enrolled Nurse	\$37.10	\$38.40	\$39.74	\$41.13	\$42.57
	EN-2	PP4	Enrolled Nurse	\$38.00	\$39.33	\$40.71	\$42.13	\$43.61
	EN-C	PP1	Senior Care Partner (Enrolled Nurse)	\$38.00	\$39.33	\$40.71	\$42.13	\$43.61
	RN-1	PP1	Graduate Registered Nurse	\$39.00	\$40.37	\$41.78	\$43.24	\$44.75
	RN-2	PP1	Registered Nurse Level 2	\$43.00	\$44.51	\$46.06	\$47.67	\$49.34
	RN-2	PP2	Registered Nurse Level 2	\$44.00	\$45.54	\$47.13	\$48.78	\$50.49
	RN-2	PP3	Registered Nurse Level 2	\$46.00	\$47.61	\$49.28	\$51.00	\$52.79
	RN-2	PP4	Registered Nurse Level 2	\$48.00	\$49.68	\$51.42	\$53.22	\$55.08
	RN-2	PP5	Registered Nurse Level 2	\$50.00	\$51.75	\$53.56	\$55.44	\$57.38
	RN-2	PP6	Registered Nurse Level 2	\$52.00	\$53.82	\$55.70	\$57.65	\$59.67
	RN-2	PP7	Registered Nurse Level 2	\$54.00	\$55.89	\$57.85	\$59.87	\$61.97

Stream	Classification	Pay point	Roles	Translation to new structure	Commencement of Agreement 3.5%	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
	RN-3	PP1	Registered Nurse Level 3	\$57.23	\$59.23	\$61.31	\$63.45	\$65.67
	RN-3	PP1	Infection Prevention and Control Nurse	\$57.23	\$59.23	\$61.31	\$63.45	\$65.67
	RN-3	PP2	Registered Nurse Level 3	\$58.77	\$60.83	\$62.96	\$65.16	\$67.44
	RN-3	PP2	Infection Prevention and Control Nurse	\$58.77	\$60.83	\$62.96	\$65.16	\$67.44
	RN-3	PP3	Registered Nurse Level 3	\$60.27	\$62.38	\$64.56	\$66.82	\$69.16
	RN-3	PP3	Infection Prevention and Control Nurse	\$60.27	\$62.38	\$64.56	\$66.82	\$69.16
	NP	PP1	Nurse Practitioner	\$63.00	\$65.21	\$67.49	\$69.85	\$72.29
	NP	PP2	Nurse Practitioner	\$64.50	\$66.76	\$69.09	\$71.51	\$74.02
Care								
Care Services	CS-1	PP1	Care Assistant	\$30.65	\$31.72	\$32.83	\$33.98	\$35.17
	CS-2	PP1	Care Companion	\$31.24	\$32.33	\$33.47	\$34.64	\$35.85
	CS-3	PP1	Advanced Care Companion	\$31.87	\$32.99	\$34.14	\$35.33	\$36.57
	CS-4	PP1	Care Partner	\$34.40	\$35.60	\$36.85	\$38.14	\$39.47
	CS-5	PP1	Senior Care Partner (Non-nurse)	\$35.49	\$36.73	\$38.02	\$39.35	\$40.73
Lifestyle Services	LS-1	PP1	Lifestyle Services Assistant	\$30.75	\$31.83	\$32.94	\$34.09	\$35.29
	LS-2	PP1	Lifestyle Services Companion	\$33.00	\$34.16	\$35.35	\$36.59	\$37.87
	LS-3	PP1	Lifestyle Services Coordinator	\$34.40	\$35.60	\$36.85	\$38.14	\$39.47
	LS-3	PP2	Lifestyle Services Coordinator	\$35.40	\$36.64	\$37.92	\$39.25	\$40.62
	LS-3	PP3	Lifestyle Services Coordinator	\$36.40	\$37.67	\$38.99	\$40.36	\$41.77
	LS-4	PP1	Lifestyle Services Lead Partner	\$40.00	\$41.40	\$42.85	\$44.35	\$45.90

Stream	Classification	Pay point	Roles	Translation to new structure	Commencement of Agreement 3.5%	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
Ancillary								
General Services	GS-1	PP1	Resident Services Assistant	\$26.91	\$27.85	\$28.83	\$29.84	\$30.88
	GS-1	PP1	General Services Assistant	\$26.91	\$27.85	\$28.83	\$29.84	\$30.88
	GS-1	PP1	Laundry Assistant	\$26.91	\$27.85	\$28.83	\$29.84	\$30.88
	GS-1	PP1	Cleaner/Housekeeper	\$26.91	\$27.85	\$28.83	\$29.84	\$30.88
	GS-1	PP1	Food Service Assistant	\$26.91	\$27.85	\$28.83	\$29.84	\$30.88
	GS-1	PP1	Kitchenette Service Assistant	\$26.91	\$27.85	\$28.83	\$29.84	\$30.88
	GS-2	PP1	Café Assistant	\$28.00	\$28.98	\$29.99	\$31.04	\$32.13
	GS-3	PP1	General Services Team Leader	\$30.20	\$31.26	\$32.35	\$33.48	\$34.66
	GS-3	PP1	Laundry Team Leader	\$30.20	\$31.26	\$32.35	\$33.48	\$34.66
	GS-3	PP1	Cleaning/Housekeeping Team Leader	\$30.20	\$31.26	\$32.35	\$33.48	\$34.66
	GS-3	PP1	Food Services Team Leader (Morning)	\$30.20	\$31.26	\$32.35	\$33.48	\$34.66
	GS-4	PP1	Food Services Team Leader (Evening)	\$32.00	\$33.12	\$34.28	\$35.48	\$36.72
Food Production	FP-1	PP1	Apprentice Chef	\$22.00	\$22.77	\$23.57	\$24.39	\$25.25
	FP-1	PP2	Apprentice Chef	\$25.00	\$25.88	\$26.78	\$27.72	\$28.69
	FP-2	PP1	Cook	\$32.06	\$33.18	\$34.34	\$35.55	\$36.79
	FP-3	PP1	Chef	\$34.40	\$35.60	\$36.85	\$38.14	\$39.47
	FP-4	PP1	Senior Chef	\$40.00	\$41.40	\$42.85	\$44.35	\$45.90
Administrative Services	AS-1	PP1	Administration Assistant	\$31.82	\$32.93	\$34.09	\$35.28	\$36.51
	AS-1	PP1	Receptionist Administrator	\$31.82	\$32.93	\$34.09	\$35.28	\$36.51

Stream	Classification	Pay point	Roles	Translation to new structure	Commencement of Agreement 3.5%	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
	AS-2	PP1	Administration Coordinator	\$34.22	\$35.42	\$36.66	\$37.94	\$39.27
	AS-3	PP1	Administration Team Leader Level 1	\$36.00	\$37.26	\$38.56	\$39.91	\$41.31
	AS-4	PP1	Rostering Specialist	\$39.00	\$40.37	\$41.78	\$43.24	\$44.75
	AS-4	PP1	Administration Team Leader Level 2	\$39.00	\$40.37	\$41.78	\$43.24	\$44.75
Maintenance / Gardening and Driving Services	MS-1	PP1	Maintenance Assistant	\$29.85	\$30.89	\$31.98	\$33.10	\$34.25
	MS-1	PP1	Gardening Assistant	\$29.85	\$30.89	\$31.98	\$33.10	\$34.25
	MS-1	PP1	Maintenance & Gardening Assistant	\$29.85	\$30.89	\$31.98	\$33.10	\$34.25
	MS-2	PP1	Driver	\$30.00	\$31.05	\$32.14	\$33.26	\$34.43
	MS-3	PP1	Maintenance & Gardening Officer	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29
	MS-4	PP1	Gardening Team Leader	\$35.00	\$36.23	\$37.49	\$38.81	\$40.16
	MS-4	PP1	Maintenance Team Leader	\$35.00	\$36.23	\$37.49	\$38.81	\$40.16

Special wage rates

Duties	Commencement of Agreement	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
Nurse in Charge Rate	\$62.38	\$64.56	\$66.82	\$69.16
Clinical Care Manager Rate	\$66.24	\$68.56	\$70.96	\$73.44
General Manager Rate	\$77.63	\$80.34	\$83.15	\$86.06
Working Unsupervised Rate	\$27.07	Linked to Aged Care Award	Linked to Aged Care Award	Linked to Aged Care Award

Roles not in the classification structures

Classification	Pay point	Commencement of Agreement	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
Aged Care Award					
Direct Care - Level 1	PP1	\$29.39	\$30.42	\$31.49	\$32.59
Direct Care - Level 2	PP1	\$30.58	\$31.65	\$32.76	\$33.91
Direct Care - Level 3	PP1	\$31.72	\$32.83	\$33.98	\$35.17
Direct Care - Level 4	PP1	\$32.33	\$33.47	\$34.64	\$35.85
Direct Care - Level 5	PP1	\$34.16	\$35.35	\$36.59	\$37.87
Direct Care - Level 6	PP1	\$35.19	\$36.42	\$37.70	\$39.02
Direct Care - Level 7	PP1	\$36.73	\$38.02	\$39.35	\$40.73
General – Level 1	PP1	\$25.55	\$26.45	\$27.37	\$28.33
General – Level 2	PP1	\$27.85	\$28.83	\$29.84	\$30.88
General – Level 3	PP1	\$28.51	\$29.51	\$30.55	\$31.61
General – Level 4	PP1	\$29.19	\$30.21	\$31.27	\$32.36
General – Level 5	PP1	\$29.86	\$30.90	\$31.99	\$33.11
General – Level 6	PP1	\$30.53	\$31.60	\$32.71	\$33.85
General – Level 7	PP1	\$31.26	\$32.35	\$33.48	\$34.66
Senior Food Service – Level 4	PP1	\$32.10	\$33.22	\$34.38	\$35.58
Senior Food Service – Level 5	PP1	\$33.18	\$34.34	\$35.55	\$36.79
Senior Food Service – Level 6	PP1	\$34.97	\$36.20	\$37.46	\$38.77
Senior Food Service – Level 7	PP1	\$35.60	\$36.85	\$38.14	\$39.47

Classification	Pay point	Commencement of Agreement	FFPP 1 July 2025 3.5%	FFPP 1 July 2026 3.5%	FFPP 1 July 2027 3.5%
Nurses Award					
Enrolled Nurse	PP1	\$33.90	\$35.08	\$36.31	\$37.58
Registered Nurse Level 1	PP1	\$43.58	\$45.11	\$46.69	\$48.32
Registered Nurse Level 2	PP1	\$44.73	\$46.30	\$47.92	\$49.60
Registered Nurse Level 3	PP1	\$49.40	\$51.13	\$52.92	\$54.77

Appendix D – State public holidays

State	Public holidays
Victoria	Labour Day Easter Saturday Easter Sunday AFL Grand Final Melbourne Cup Day
New South Wales	Easter Saturday Easter Sunday Bank Holiday Labour Day
Queensland	Easter Saturday Easter Sunday Labour Day Royal Queensland Show Day Christmas Eve (6pm – midnight)
South Australia	Adelaide Cup Day Easter Saturday Easter Sunday Labour Day Christmas Eve (7pm – midnight) New Years' Eve (7pm – midnight)
Western Australia	Easter Sunday Labour Day Western Australia Day
Tasmania	Royal Hobart Regatta / Recreation Day Eight Hours Day
Northern Territory	Easter Saturday Easter Sunday May Day Picnic Day Christmas Eve (7pm – midnight) New Years' Eve (7pm – midnight)
Australian Capital Territory	Canberra Day Easter Saturday Easter Sunday Reconciliation Day Labour Day

Undertaking

FWA Matter no:
AG2024/1760

Section 185- Application for approval of a single enterprise agreement

Pursuant to Section 190 of the *Fair Work Act 2009 (Cth)*, Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management and Australian Unity Better Living Services provides the following undertaking in respect of the *Australian Unity Residential Aged Care & Retirement Communities Enterprise Agreement 2024*.

Undertaking 1)

1. Clause 54.2 Definitions

- The definition of compassionate leave will be extended to apply to circumstances where the employee, or a member of the employee's immediate family or household experiences a stillbirth or miscarriage.

2. Clause 54.3 (a) i) Entitlement to compassionate leave

- The circumstances in which an employee may take compassionate leave for a particular permissible occasion will be extended to include circumstances where the employee, or a member of the employee's immediate family or household experiences a stillbirth or miscarriage.

Signed by bargaining representative on behalf of Australian Unity Care Services Pty Ltd, Australian Unity Retirement Living Management and Australian Unity Better Living Services (Australian Unity):

Name: Dean Chesterman

Position: Group Executive People and Culture

Signature:



Date: 18 June 2024