

APPROVED
16 FEB 2021

OPERATIONAL FROM
23 FEB 2021

EXPIRES
15 FEB 2024

Bupa Australia

Enterprise Agreement 2020

Fair Work Act 2009
s.185—Enterprise agreement
Bupa HI Pty Ltd T/A Bupa
(AG2020/4068)



**Finance
Sector Union**



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Bupa HI Pty Ltd T/A Bupa
(AG2020/4068)

BUPA AUSTRALIA ENTERPRISE AGREEMENT 2020

Banking finance and insurance industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 16 FEBRUARY 2021

Application for approval of the Bupa Australia Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Bupa Australia Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Bupa HI Pty Ltd T/A Bupa. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Municipal, Administrative, Clerical and Services Union (ASU) and Finance Sector Union of Australia (FSU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement was approved on 16 February 2021 and, in accordance with s.54, will operate from 23 February 2021. The nominal expiry date of the Agreement is 15 February 2024.



COMMISSIONER

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Annexure A

16 February 2021

Fair Work Commission
Level 4/11 Exhibition St
Melbourne VIC 3000

Ref: AG2020/4068

Via email: member.assist@fwc.gov.au

To whom it may concern;

RE: Application for the Approval of the Bupa Australia Enterprise Agreement 2020 (AG2020/4068)

Further to the lodgement of the Bupa Australia Enterprise Agreement 2020 (**Agreement**), I am authorised to make the following undertaking on behalf of Bupa Health Services Pty Ltd (ABN 50 003 098 655) and Bupa HI Pty Ltd (ABN 81 000 057 590) (together, the **Employer**):

1. For the purposes of subclauses 5.1(b)(i) & (ii) of the Agreement, the references to "6pm" will be read as "7pm";
2. Clause 24 of the Agreement will be applied in accordance with s.120 of the *Fair Work Act 2009* (Cth).

I confirm that the Employer understands that this undertaking will be taken to be a term of the Agreement.

Sincerely,



Belinda Robinson
People Director – Health Insurance and Functions
Bupa Health Services Pty Ltd (ABN 50 003 098 655)
Bupa HI Pty Ltd (ABN 81 000 057 590)

Bupa Australia Enterprise Agreement 2020

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

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Bupa Australia Enterprise Agreement 2020

Part One – About this Agreement

1. Introduction

Bupa aims to cultivate a workplace that is fair, open, and respectful and one that promotes and protects the rights and dignity of all employees.

Bupa is also committed to working conditions that help employees maintain a balance between their work and other commitments.

Bupa's Corporate Responsibility strategy ensures that we strive to produce a positive impact on employees, the environment and the communities in which we live and work.

The aim of this Agreement is to promote:

- (a) Sustainability, growth, agility and evolution of our business in a competitive environment;
- (b) Flexibility, productivity and a high-performance culture that recognises and rewards employee commitment.

Bupa, its elected Employee Representatives, the Finance Sector Union and the Australian Services Union have worked together to create this Agreement.

Part Two – Standard Provisions

2. Formal Requirements

2.1. Title

This Agreement is to be known as the Bupa Australia Enterprise Agreement 2020 (**Agreement**).

2.2. Parties to the Agreement

The parties to this Agreement are:

- (a) Bupa Health Services Pty Ltd ABN 50 003 098 655 and Bupa HI Pty Ltd ABN 81 000 057 590; and
- (b) All employees who are employed in positions classified under Agreement who are employed by a Bupa entity in clause 2.2(a).

2.3. Operation of this Agreement

- (a) This Enterprise Agreement will take effect 7 days from the date on which the Fair Work Commission approves it and will nominally expire three years post approval.
- (b) The terms of this Agreement entirely replace and supersede any previous industrial instrument, Agreement or Modern Award that may have previously applied to any employee now to be covered by this Agreement.
- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (d) The terms and conditions in this Agreement set out the entire agreement between the parties for the life of this Agreement. This Agreement is intended to satisfy all entitlements owing to employees under relevant legislation (including the NES) and under any Award or any other industrial instrument.

2.4. General Definitions

For the purpose of this Agreement, the following definitions apply:

'Agreement' – means this enterprise agreement, the Bupa Australia Enterprise Agreement 2020.

'Annual Base Salary' - means the gross annual salary paid to an employee based on an employee's regular or ordinary fortnightly hours. Annual base salary is exclusive of any form of allowance, including higher duties and overtime, and employer contribution to superannuation.

'ASU' means the Australian Municipal, Administrative, Clerical and Services Union (also known as the 'Australian Services Union').

'Bupa' – means the Employer parties to this Agreement - Bupa Health Services Pty Ltd (ABN 50 003 098 655) and Bupa HI Pty Ltd (ABN 81 000 057 590)

'CPI' - means the Consumer Price Index, all groups, as published by the Australian Bureau of Statistics. This is a national index.

'Double Time' - means an employee's ordinary base rate of pay multiplied by 2.

'Double Time and a Half' - means an employee's ordinary base rate of pay multiplied by 2.5.

'Employee Representative Committee' or 'ERC' - means the group of employees elected as such by their peers covered by this Agreement. A delegate of the ASU or FSU may also be a member of the ERC so long as they are a Bupa employee covered by this Agreement and they are elected as an ERC member by their peers.

'FWC' – means the Fair Work Commission.

'FW Act' – means the Fair Work Act 2009

'Household member' is a person whose principal place of residence is the same as that of the employee.

'Immediate Family' – means

- a spouse (including a former spouse, a de facto spouse and a former de facto spouse, where de facto spouse includes a same sex partner)
- a child of the employee (including an adopted child, foster child or step child)
- a parent, grandparent, grandchild or sibling of either the employee or the employee's spouse

'Leader' - means a person who Bupa has given responsibility for managing Bupa employees and contractors (e.g. a manager, supervisor or team leader).

'Modern Award' – means an award made by the Fair Work Commission or any other tribunal or body.

'Mutual Consent' or 'Mutually Agreed' – means an agreement or understanding where all relevant parties (e.g. an employee and their leader) have consented or agreed.

'NES' – means the National Employment Standards in Part 2-2 of the Fair Work Act 2009 (Cth).

'Ordinary Base Rate of Pay' - a rate of pay based on the Annual Base Salary that the employee ordinarily receives each pay period that does not include entitlements such as contributions to superannuation, incentive-based payments and bonuses, loadings, monetary allowances or penalty rates.

'Permanent Employee' - means an employee employed with no specified termination date. A permanent employee may be a full-time or a part-time employee.

'Primary Carer' – of a child, means a person who assumes the principal role of providing care and attention to the child.

'Redundancy' - means when Bupa no longer requires a particular role to be performed by anyone.

'Related bodies corporate' – has the same meaning as in section 50 of the Corporations Act 2001 (Cth) and includes Bupa Holdings Pty Limited and Bupa Care Services Pty Ltd.

'Secondary Carer' – of a child means the spouse or partner of the Primary Carer who assumes a secondary role of providing care and attention to a child.

'Time and a Half' - means an employee's ordinary base rate of pay multiplied by 1.5.

'Time off in Lieu' - means when an employee takes paid time off work instead of receiving payment for overtime worked.

'Zones' – means the classification system used to identify the salary range for similar roles

Where required, specific clauses will contain definitions relevant to the clause.

Part Three - Flexibility and Adapting to Change

3. Mutual flexibility and adaptation to change

3.1. Flexible Work Practice Arrangements

- (a) An individual employee or group of employees in a team, work area, department or business unit and Bupa may mutually agree to working arrangements which differ from those in this Agreement - for example, work arrangements which allow an employee to transition into retirement by gradually decreasing their working hours over a period of time. This type of agreement is known as a 'Individual Flexibility Agreement' (IFA). Details of any such arrangement will be mutually agreed in accordance with clause 3.2 below.
- (b) Bupa is committed to supporting employees in managing their work, personal and family needs to ensure a balance in all areas of their lives. IFA's will meet the needs of both the business and employees.

3.2. Flexibility Term

- (1) Bupa and an employee covered by this Agreement may by mutual agreement agree to make an IFA to vary the effect of terms of this Agreement if:
 - (a) The IFA deals with 1 or more of the following matters:
 - i. Arrangements about when work is performed;
 - ii. Overtime rates;
 - iii. Penalty rates;
 - iv. Allowances;
 - v. Leave loading;
 - vi. Reduced hours / part time work;
 - vii. Job sharing;
 - viii. Compressed working week;
 - ix. Working from home or telecommuting;
 - x. Extended leave without pay;
 - xi. Gradual retirement (transition to retirement);
 - xii. Shorter working year; and
 - (b) The IFA meets the genuine needs of Bupa and employee in relation to 1 or more matters mentioned in paragraph (a); and
 - (c) The arrangement is genuinely agreed to by Bupa and employee (by mutual agreement).
- (2) Bupa must ensure that the terms of the IFA:
 - (a) Are about permitted matters under section 172 of the FW Act; and
 - (b) Are not unlawful terms under section 194 of the FW Act; and
 - (c) Result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) Bupa must ensure that the IFA:
 - (a) Is in writing; and
 - (b) Includes the name of Bupa and employee; and
 - (c) Is signed by Bupa and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) Includes details of:
 - i. The terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. How the arrangement will vary the effect of the terms; and

- iii. 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
 - (e) States the day on which the arrangement commences.
- (4) Bupa must give the employee a copy of the IFA within 14 days after it is agreed to.
- (5) A cooling off period of 7 days from the signing of an IFA shall apply, during which Bupa or an employee may cancel that arrangement by giving at least 24 hours' notice to the other party.
- (6) Bupa or employee may terminate the IFA:
 - (a) By giving at least 28 days written notice to the other party to the arrangement; or
 - (b) If Bupa and employee agree in writing – at any time.
- (7) No duress shall be applied to any person in relation to an IFA.
- (8) An employee may elect to have a representative of their choice attend any meeting in relation to an IFA.

3.3. Consultation Term

- (1) This term applies if Bupa:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in subclause (1)(a):
 - (a) Bupa must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise Bupa of the identity of the representative; Bupa must recognise the representative.
- (5) As soon as practicable after making its decision, Bupa must:
 - (a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Bupa is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- (6) However, Bupa is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (7) Bupa must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Bupa, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of Bupa's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in subclause (1)(b):
 - (a) Bupa must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise Bupa of the identity of the representative; Bupa must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, Bupa must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what Bupa reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that Bupa reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, Bupa is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) Bupa must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term: **relevant employees** means the employees who may be affected by a change referred to in subclause (1).

Part Four - Employment Relationship

4. Types of employment

At Bupa, an employee can be a permanent employee (either full-time or part-time), a casual employee, a fixed term employee or a specified project employee.

4.1. Definitions

Further information about "Full-Time" and "Part-Time" work is set out in Clause 4.3 Working Hours of this Agreement.

(a) Permanent Employee – Full-Time

- i. A full-time employee is employed with no specified termination date.
- ii. A full-time employee regularly works 76 hours per fortnight (or one of the alternative roster arrangements in clause 5.2 below), plus reasonable additional hours.

(b) Permanent Employee- Part-Time

- i. A part-time employee is employed with no specified termination date.
- ii. A part-time employee regularly works less than 76 hours during a 14-day pay period (or one of the alternative roster arrangements in clause 5.2 below).
- iii. A part-time employee receives on a pro-rata basis equivalent pay and conditions to full-time employees performing the same work, except where there are express provisions to the contrary.
- iv. Bupa will inform the part-time employee of their ordinary hours of work and starting and finishing times. All time worked at the direction of Bupa in excess of these hours will be paid at the appropriate overtime rate.
- v. A part-time employee may be rostered for a minimum of 2 hours on any shift.

(c) Fixed Term Employee:

A fixed-term employee is employed on either a full time or part time basis for a specified term that will cease on a defined date.

(d) Specified Project Employee:

A specified project employee is an employee who is employed to perform, either on a full time, part time or casual basis, a specific project or task, at the end of which their employment terminates.

(e) Casual Employee:

- i. A casual employee is employed by Bupa on an hourly basis with no expectation of ongoing employment.
- ii. A casual employee is employed particularly in situations where there is a fluctuation in the staffing needs of Bupa.

4.2. Casual employment

- (a) Casual employment is employment on an hourly basis, for a short period of time (usually less than 12 months), and paid accordingly. The hours of work for which a casual employee is employed are dependent upon business needs.
- (b) Either Bupa or the casual employee may terminate casual employment by giving the other 24 hours' notice (or payment or forfeiture in lieu).
- (c) The hourly rate for a casual employee is the base salary stated within Clause 10.1 Remuneration Zones, calculated as an hourly rate, plus a 25% casual loading. The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

- (d) Casual Conversion:
- i. A regular casual employee who has worked a pattern of hours over the preceding 12-months without significant adjustment may request, in writing, to have their employment converted to permanency.
 - ii. Such a request may only be refused on reasonable business grounds. Bupa must respond to the employee in writing within 21 days of the request.
 - iii. Where it is agreed that the employee will convert to permanency, the conversion will take effect in the following pay cycle.

4.3. Working hours

- (a) The ordinary hours of work for an employee will be based on the business needs of Bupa. The ordinary hours of work for a full time employee will be 76 hours during the 14-day period (or one of the alternative roster arrangements in clause 5.2) plus reasonable additional hours.
- (b) The ordinary hours of work for part-time employees are less than 76 hours during the 14-day pay period plus reasonable additional hours.

4.4. Job Sharing

- (a) Job sharing is an arrangement where two employees, by mutual agreement with their leader, share all the duties and responsibilities of a full time position. They receive pro rata pay and benefits for the relevant position.
- (b) Job sharing is available by agreement between the relevant leader and employees concerned. Working arrangements and responsibilities (including any variations) will be mutually agreed between the job sharers and their leader. Employees participating in job sharing arrangements will have access to all Bupa benefits and programs, as dictated by their position within the company, as a part time employee.

4.5. Probation Periods

- (a) All employees who are new to Bupa will be required to serve a probationary period of 6 calendar months.
- (b) The probation period provides Bupa with the opportunity to determine whether or not the employee meets the requirements of the role.
- (c) If an employee does not meet the required standard, their employment will be terminated, with notice of 1 week, prior to the expiry of the probation period. The Leader must consult with the People team before a decision is taken to terminate employment.

5. Span of Hours and Penalty Rates

5.1. Span of Hours

- (a) Ordinary Hours may be worked:
 - i. between 7.00 am to 7.00 pm Monday to Friday;
 - ii. between 8.00am to 12.00 pm Saturday; and,
 - iii. 7.00am to 9.00 pm on not more than one shift per week, rostered between Monday to Friday in advance.
- (b) **Afternoon:**
 - i. **Zone 1-4:**

Where an employee is required to work more than one shift per week which is rostered to conclude between 6pm and 9pm (Monday to Friday) the employee will receive the ordinary base rate of pay + 17.5% loading for the entire shift.
 - ii. **Zone 5-7, IT1-5:**

Where an employee is required to work more than one shift per week which is rostered to conclude between 6pm and 9pm (Monday to Friday) the employee will receive the ordinary base rate of pay + 17.5% loading between 6pm-9pm.

(c) **Night:**

Where an employee is required to work between 9.00pm and 7:00am (Monday to Friday) the employee will receive the ordinary base rate of pay + 25% loading.

(d) **Saturday Work:**

Where an employee is required to work on a Saturday outside of the Ordinary Hours (listed at subclause 5.1(a)), the employee will receive the base rate of pay + 100% loading.

(e) **Sunday Work**

- i. Where an employee is required to work on a Sunday, the employee will receive the base rate of pay + 100% loading for all hours worked.
- ii. No employee whose current ordinary hours were between Monday and Saturday at the time of approval by the FWC of the Bupa Australia Enterprise Agreement 2014, will be expected or required to include Sundays as part of their future ordinary hours without mutual agreement.

(f) **Other Matters**

- i. The loading and pay rates outlined above apply to ordinary hours worked only. Where overtime is worked within any of the above time periods, overtime rates will apply instead in accordance with clause 6.
- ii. Work between 9:00pm and 7:00am Monday to Sunday as a part of ordinary hours will only be performed from time to time, in accordance with certain business requirements.
- iii. An employee whose ordinary hours did not include work within the 9:00pm to 7:00am time period at the time of approval by the FWC of the Bupa Australia Enterprise Agreement 2014, will not be expected or required to include this time period as part of their future ordinary hours without mutual agreement.

5.2. Rosters

- (a) Ordinary hours of work for full time employees, exclusive of meal breaks, will be an average of 38–per week to be worked on one of the following bases:
- i. 38 hours within a work cycle of one week;
 - ii. 76 hours within a work cycle of two consecutive weeks;
 - iii. 114 hours within a work cycle of three consecutive weeks; or
 - iv. 152 hours within a work cycle of four consecutive weeks.
- (b) The above hours will be reduced on a pro rata basis for part time employees.
- (c) A roster period cannot exceed 8 weeks.
- (d) Guidelines and/or procedures will be established in each Team regarding rostering arrangements, breaks and meal-times. All parties will be consulted prior to changes being made regarding these guidelines and/or practices.

5.3. Consecutive days off

Ordinary hours will be worked so as to provide an employee with a minimum of:

- (a) two consecutive days off each week (eg Saturday and Sunday, or Sunday and Monday) for employees working a roster as set out in clause 5.2(a)(i) above; or
- (b) two consecutive days off over two weeks, with two single days off also taken over these two weeks (eg Saturday and Sunday, then the following Wednesday and Sunday) for employees working a roster as set out in clause 5.2.(a)(ii) above; or
- (c) three consecutive days off over three weeks, with three single days off also taken during these three weeks for employees working a roster as set out in clause 5.2(a)(iii) above; or
- (d) three consecutive days off and a further and separate minimum of two consecutive days off over four weeks, with three single days off also taken during these four weeks for employees working a roster as set out in clause 5.2(a)(iv) above.
- (e) Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.

The requirements in sub-clauses (a) to (e) will not apply where the employee requests in writing and Bupa agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request. The purpose of this clause is to ensure maximum flexibility for both employees and Bupa.

5.4. Breaks

- (a) Unless mutually agreed between the employee and their Leader, an employee will not work:
- i. more than 10 hours in any day;
 - ii. more than 5 hours without an unpaid meal break of at least 30 minutes;
 - iii. more than 6 consecutive days;
 - iv. without having a break of at least 10 hours between finishing work one day and starting work the next day;
 - v. more than 4 consecutive 10 hour days; or
 - vi. more than 10 days in any period of 14 days.
- (b) Short term staffing absences which impede an employee's ability to take breaks will be addressed by local area management as soon as reasonably possible.
- (c) Employees are entitled to take breaks as per the arrangements set out below:

Type of employee	Period worked in a day	Break period
Part time and casual	3 hours or more, but less than 4 hours	10 minute break
All types of employee	4 hours or more but less than 5 hours	15 minute break
All types of employee	More than 5 hours of work	15 minute paid break and unpaid meal break of at least 30 minutes

- (d) The time and duration of each break is to be discussed between the employee and their leader / supervisor in order to give best effect for those staff who work in call centres and similar work areas which require long periods using computers. Breaks cannot be taken concurrently with meal breaks unless otherwise approved by a leader or supervisor.

6. Overtime

Bupa may require any employee to work reasonable overtime. An employee may refuse to work unreasonable additional hours. In determining whether additional hours are reasonable or unreasonable, the following factors will be taken into account:

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) 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;
- (e) any notice given by Bupa of any request or requirement to work the additional hours;
- (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the employee's level of responsibility;
- (i) any other relevant matter.

6.1. Overtime Zones 1-5 and IT1-IT3

- (a) If an employee in Zones 1-5 or IT1-IT3 is required by their Leader to work more than their normal full time or ordinary part time hours during any fortnight (or beyond the ordinary full time hours in the relevant alternative work cycle in clause 5.2 above – if applicable), they will be entitled to:

Table A

Overtime per day	% of minimum hourly rate
First two hours	150%
After the first two hours	200%
All work performed on Sunday	200%

- (b) All time worked by a casual employee at the direction of Bupa outside ordinary hours of work prescribed by this Agreement will be paid as follows:

		% of minimum hourly rate
Monday – Saturday outside ordinary hours of work	First 3 hours	175%
	After 3 hours	225%
Saturday - outside employee’s weekly hours		225%
Sunday		225%

Note: the above percentages include the 25% casual loading.

- (c) Bupa and an employee may agree in writing for the employee to take time off in lieu of payment for overtime (**TOIL**).
- i. TOIL is accrued at the rate of the overtime payment appropriate to the hours worked.
 - ii. If TOIL is not taken within 8 weeks of working the overtime, it will be paid out at the overtime rate.
 - iii. If the employee requests at any time to be paid for TOIL not taken, Bupa will pay the employee for the overtime in the next pay period following the request, at the applicable overtime rate.
 - iv. If, on termination, the employee has a remaining accrued balance of TOIL, this will be paid to the employee at the applicable overtime rate.

6.2. Overtime Zones 6-7 and IT4-IT5

- (a) For employees in Zones 6 and 7, and IT4 and IT5, a reasonable amount of overtime has been factored into their salary. If Bupa asks an employee to work more than a reasonable amount of overtime (as determined in accordance with the factors in clause 6 above), they will receive time off in lieu of one hour for each additional hour worked. The time off in lieu should be arranged at a time or times mutually agreed between the employee and their Leader.
- (b) An employee in IT4 - IT5 and their Leader (through mutual agreement) may agree for the employee to be paid out for overtime at the rate of one hour for each additional hour worked.
- (c) Bupa will give the employee the opportunity to take the time off in lieu within 8 weeks of working the additional hours. If the time off in lieu is not taken within 8 weeks of working the additional overtime it will be forfeited and no payment will be made.

- (d) If an employee cannot take time off in lieu because of Bupa's business needs, the 8-week period may be extended. The employee's Leader will confirm this in writing.
- (e) If, on termination, the employee has a remaining accrued balance of time off in lieu, this will be paid to the employee the rate of one hour for each additional hour worked.
- (f) If an employee feels that they are working excessive overtime and not being compensated with time off in lieu, or if they feel that they have not been given the opportunity to take time off in lieu, they should speak to their leader and may use the dispute resolution procedures set out in Clause 25 Dispute Resolution.

7. Meal Allowance

- (a) If an employee is directed to work overtime after 6.00pm on any day or after 1.00pm on a day of their Notional weekend or on a public holiday as set out in Clause 13, the employee will be paid a meal allowance of \$17.35 in addition to any overtime the employee may be entitled to. An additional allowance of \$14.27 must be paid if the overtime exceeds 5 and a half hours.
- (b) The meal allowance will be paid either on the next working day following its expenditure or on the next pay period.
- (c) No meal allowance is payable where Bupa provides a meal for an employee. However, if an employee cannot, for dietary reasons, eat the meal provided by Bupa, they may elect to be paid the meal allowance instead.
- (d) On 1 January of each year of this Agreement, the meal allowance rate above will be varied by the annual percentage change in the CPI food and non-alcoholic beverages basket for September quarter of the previous year.

8. Transport Home

When an employee is directed to work overtime beyond 7.00pm (8.00pm during daylight savings hours), Bupa will provide reimbursement of a taxi fare to the employee's usual place of residence if the employee so requires.

Part Five – Remuneration, Reward and Review

9. Remuneration and Wage Increases

9.1. Wage Increases

- (a) Employee salaries will increase during the life of this Agreement as follows:

First full pay period after:	
First full pay period on or after 1 January 2021	2.0%
First full pay period on or after 1 January 2022	2.25%
First full pay period on or after 1 January 2023	2.25%

- (b) In addition to the increases set out above, 1% of Base Salaries will be committed for ad-hoc remuneration reviews for each year of this Agreement.
- (c) Should an employee covered by this Agreement be promoted to a role which is in a higher Zone to their previous role, they will receive a pay increase effective from the day the promotion takes effect.

9.2. Progressing within the remuneration zones

- (a) The remuneration range for each zone provides an opportunity for an employee to progressively move within the zone dependent upon their performance, their skills, knowledge and experience in their work, market rates and the identified business need.

- (b) An employee’s remuneration or a role’s zone may be reviewed at times other than Annual Performance Review. Circumstances that may merit a review include (but are not limited to):
- i. Where the employee has taken on significant additional responsibilities.
 - ii. Where the role has changed substantially.
 - iii. Where an employee is promoted or their role has been re-zoned.
- (c) Following this review, an employee’s salary may be increased.

10. Remuneration

10.1. Remuneration Zones – Salaries

TABLE B – Non-IT employees: These minimum salary figures are current as at the commencement of this Agreement and include annual leave loading. They apply to all non-IT employees covered by this Agreement.

		2.00%	2.25%	2.25%
Zone	Current Base Salary	FFPP 1-Jan-21	FFPP 1-Jan-22	FFPP 1-Jan-23
Zone 1	\$ 43,569.00	\$ 44,440.38	\$ 45,440.29	\$ 46,462.70
Zone 2	\$ 47,574.00	\$ 48,525.48	\$ 49,617.30	\$ 50,733.69
Zone 3	\$ 49,939.00	\$ 50,937.78	\$ 52,083.88	\$ 53,255.77
Zone 4	\$ 52,439.00	\$ 53,487.78	\$ 54,691.26	\$ 55,921.81
Zone 5	\$ 61,412.00	\$ 62,640.24	\$ 64,049.65	\$ 65,490.76
Zone 6	\$ 74,310.00	\$ 75,796.20	\$ 77,501.61	\$ 79,245.40
Zone 7	\$ 90,495.00	\$ 92,304.90	\$ 94,381.76	\$ 96,505.35

TABLE C – IT employees: These minimum salary figures are current as at the commencement of this Agreement and include annual leave loading. They apply to all IT employees covered by this Agreement.

		2.00%	2.25%	2.25%
Zone	Current Base Salary	FFPP 1-Jan-21	FFPP 1-Jan-22	FFPP 1-Jan-23
Zone 1	50,586.00	51,597.72	52,758.67	53,945.74
Zone 2	60,212.00	61,416.24	62,798.11	64,211.06
Zone 3	74,810.00	76,306.20	78,023.09	79,778.61
Zone 4	81,750.00	83,385.00	85,261.16	87,179.54
Zone 5	95,730.00	97,644.60	99,841.60	102,088.04

Indicative descriptions of the above Zones are included in Appendix A of this Agreement.

Junior rates may apply to grades 1 to 3 in Tables B and C, and will equate to the following percentages of the minimum rates in the relevant Table in respect of each grade:

Age	%
19 & Under	80%
20	90%

- (a) Bupa will ensure equivalent hourly rate is considered when managing remuneration. This means people in equivalent jobs performing at similar levels will receive similar hourly rates, but slightly different annual

salaries, depending on their contracted hours.

- (b) In all instances employees will be paid at or above the minimum of their zone, irrespective of their hourly cycle.

10.2. Superannuation

- (a) Bupa will pay compulsory superannuation contributions into the employee's nominated superannuation fund. Employees may elect to have their superannuation contributions directed to any superannuation fund, such as FinSuper (a division of Australian Super) or CARE.
- (b) In the event an employee has not chosen a superannuation fund, contributions will be made into Bupa's default fund which has a MySuper product. Bupa may change its default fund, or offer other alternative superannuation funds to employees during the term of this Agreement.
- (c) An employee may elect (by instructing Bupa on their behalf) to pay additional voluntary superannuation contributions from their salary into that fund.
- (d) Where an employee's superannuation contributions were being directed into a complying superannuation fund at the time this agreement was made, the employee's contributions to that fund will continue to be directed to that fund, unless the employee requests otherwise.

10.3. Pay Averaging

- (a) Pay averaging allows an employee access to up to 4 weeks additional leave by averaging their pay over 52 weeks. Participation in pay averaging is subject to business needs and approval of the employee's immediate leader.
- (b) Employees can enter pay averaging arrangements when their annual leave credit is below 20 days.
- (c) It must be mutually agreed between the employee and their leader when annual and averaged leave will be taken prior to any pay averaging arrangements being established.
- (d) Pay averaging must be entered into for a complete 12-month period.
- (e) All benefits, with the exception of superannuation and retrenchment payments, are to be based on the reduced salary. Superannuation and retrenchment payments will be based on an employee's normal salary as if the employee had not entered into a pay averaging arrangement.

10.4. Short Term Incentive Scheme

The short term incentive scheme is designed to reward business and individual performance.

- (a) Permanent (full-time and part-time) employees may have the opportunity to participate in a graded short-term incentive scheme.
- (b) The detail of the plan, including eligibility, amounts payable and Bupa's Key Performance Indicators for the year, will be announced in the first quarter of each financial year. To avoid doubt, details of any short-term incentive scheme or KPIs, and any policies or procedures, do not form part of this Agreement.

This clause does not apply to employees who participate in sales commission plans or employees who are participating in any other incentive or bonus plan or to casual or fixed term employees.

Part Six – Leave Entitlements

11. Annual leave

- (a) Employees are entitled to annual leave in accordance with the provisions of the Act. For full time employees the entitlement is 4 weeks per annum, accruing progressively.
- (b) Part-time employees have a pro rata entitlement to annual leave.
- (c) A shift worker is entitled to an additional week of annual leave. For the purpose of the additional week of annual leave provided for in the NES, a shift worker is a seven-day worker who is regularly rostered to work on Sundays and public holidays with shifts continuously rostered 24 hours a day for seven days a week.
- (d) An employee's rate of pay when they take Annual leave will be at their ordinary base rate of pay at the date

leave starts.

- (e) Employees may take Annual leave at times agreed in advance with their Leader. Employees may take this leave as single days or consecutive days, subject to their personal preferences and the needs of the business.
- (f) It is Bupa's preference that annual leave is taken within 12 months of it falling due, except where an employee's Leader has agreed to allow a further accrual for a special reason such as an extended holiday.
- (g) Employees covered by this Agreement may at any time elect to cash out excess annual leave which they have accrued. This cashing out may only occur if:
 - i. The cashing out arrangement does not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - ii. Each cashing out of a particular amount of paid annual leave is by a separate agreement in writing between Bupa and the employee; and
 - iii. The employee is paid the full amount that would have been payable to them had they taken the leave forgone.
 - iv. Bupa realises that certain circumstances may mean that an employee accrues more than 6 weeks of annual leave – however, it is Bupa's preference that annual leave does not accrue beyond 6 weeks. Bupa may require an employee to take part of their accrued annual leave upon no less than 4 weeks' notice should the employee accrue more than 6 weeks' annual leave, provided that the employee's remaining accrued annual leave would not fall to less than 4 weeks.
- (h) Bupa may also require an employee:
 - i. to take annual leave between Christmas Day and New Year's Day in the event of a full or partial close down of Bupa's operations (so long as at least 4 weeks' notice is provided); and
 - ii. to take one block of at least 10 consecutive days of annual leave in each year (leave is to be taken within 12 months of the direction by Bupa), unless the employee has compelling personal circumstances satisfactory to Bupa, in which case a minimum of 5 consecutive days can be agreed - equally, if an employee applies to take 10 consecutive days of annual leave, a leader must not unreasonably refuse that application.
- (i) Every Leader is responsible for:
 - i. monitoring Annual leave accruals on a monthly basis; and
 - ii. consulting with employees to arrange a suitable time to take annual leave.
- (j) If an employee feels that they have not been given the opportunity to use their accrued Annual leave, they should use the dispute resolution procedure (refer Clause 25 Dispute Resolution) to have their circumstances heard and considered.
- (k) An employee may take Annual leave in half-day allocations with the approval of their Leader.
- (l) An employee may take Annual leave in advance of entitlement if there are special reasons and their Leader approves.
- (m) Where an employee is ill or is required to care for a family member who is sick or is required to take compassionate leave for three days or more during their Annual leave, then the period of Annual leave may be reinstated and be deducted from the employee's Sickness/Carer's leave or compassionate leave instead. This only applies where the illness or incapacity is supported by a medical certificate and the employee has sufficient Sickness/Carer's leave entitlements to cover the period of absence.
- (n) Annual leave does not accrue when an employee takes a period of unpaid leave of more than 2 months.
- (o) On termination of employment, an employee will be paid all accrued but unused annual leave entitlements.
- (p) The salaries set out in Part 5 Remuneration, Reward and Review of this Agreement include Annual leave loading. Annual leave will be paid at the employee's regular pay intervals unless the employee requests to be paid Annual leave at the commencement of their leave period.

12. Long Service leave

- (a) Long Service Leave will accrue and be paid and taken in accordance with long service leave legislation in the state or territory in which the employee works.
- (b) An employee may take long service leave at a time agreed with their leader. A leader may also direct an employee to take long service leave, provided reasonable notice is given to the employee and the direction is in accordance with relevant legislation.
- (c) After 10 years of continuous service an employee may take accrued Long Service Leave as single days if approved by their leader.
- (d) Employees who were employed by National Mutual Health Insurance in South Australia at the date of certification of the AXA Enterprise Agreement 2000 will retain their long service leave entitlements, in accordance with the South Australian Long Service Leave Act 1987, whilst they continue their employment in South Australia.

13. Public holidays

13.1. Public holidays observed

- (a) Bupa recognises the following public holidays; New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day, Boxing Day (Proclamation Day in South Australia) and any other day which is proclaimed a public holiday to be observed generally by persons in the State or Territory in which you usually work (see further clause 13.1(c) below).
- (b) New South Wales does not have an additional public holiday like other States and Territories. New South Wales employees are therefore eligible for an additional day's holiday, which will be available on a date agreed with their Leader. This additional day does not accrue so to avoid losing the entitlement it must be used within each calendar year.
- (c) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will, subject to relevant state or territory legislation, be observed on 27 December. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will, subject to relevant state or territory legislation, be observed on 28 December. When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will, subject to relevant state or territory legislation, be observed on the next Monday.
- (d) Part time employees are entitled to the public holidays which fall on a day which they would normally have been rostered to work. E.g. if an employee works a Wednesday, Thursday and Friday roster, they would not be entitled to Easter Monday however would be entitled to Good Friday.
- (e) Bupa may reasonably request an employee to work on a public holiday subject to genuine business need. An employee may refuse a request to work on a public holiday if the refusal is reasonable.
- (f) Bupa may reasonably request an employee to work on a public holiday subject to genuine business need. An employee may refuse a request to work on a public holiday if the refusal is reasonable.

13.2. Public holiday loading zones 1 to 5

If Bupa requires an employee in Zones 1 to 5 to work on a public holiday they will be compensated at double time and a half the ordinary rate of pay. An employee will be paid a minimum of 3 hours for work on a public holiday even if they work less than 3 hours.

13.3. Public holiday loading zones 6 and 7

If Bupa requires an employee in Zones 6 or 7 to work on a public holiday, the employee will be compensated with time off in lieu. The time off in lieu will be equivalent to the hours worked or a minimum of 3 hours if the employee was required to work for less than 3 hours.

- (a) Bupa will give the employee the opportunity to take the time off in lieu within 8 weeks of working the public holiday. If an employee does not take the time off in lieu within 8 weeks of working the public holiday it will be forfeited.
- (b) If an employee cannot take time off in lieu within the 8-week period because of Bupa's business needs, the 8-week period may be extended. This will be confirmed in writing by the employee's Leader.
- (c) If an employee feels that they have not been given a reasonable opportunity to take time off in lieu owing to them, they may use the dispute resolution procedures set out in Clause 25 Dispute Resolution of this Agreement.

14. Community Service Leave and Volunteer Leave

14.1. Community service leave

- (a) Bupa recognises and values the importance of community activity. Bupa will give an employee reasonable paid time off work to:
 - i. attend Jury Duty
 - ii. donate blood
 - iii. do volunteer work as a member of the State Emergency Service or the Volunteer Bush Fire Brigade, if there is a significant threat to community safety, or engage in an eligible community service activity (as defined in s.109 of the FW Act).
- (b) An employee who is a member of the Australian Defence Force Reserve, will receive up to 10 working days leave a year if they are needed for training.
- (c) Bupa will pay the difference between an employee’s Australian Defence Force Reserve pay and the employee’s ordinary rate of pay as at the date of starting leave for the period of the Reserve training.
- (d) An employee must give Bupa any payment they receive for Jury Duty in return for receiving the paid time off.
- (e) An employee must give their Leader as much notice as possible, and proof of official participation in the community activity.
- (f) To avoid doubt, an employee’s community service leave is also subject to the requirements set out in Division 8 of Part 2-2 of the FW Act. Where there is inconsistency between Part 2-2 and this Agreement, this Agreement shall prevail where there is an improved entitlement.

14.2. Volunteer leave

Bupa is committed to providing leave for employees to participate in a Workplace Volunteering program where business requirements allow. Volunteer leave is only able to be taken after the first 6 months of employment with Bupa (i.e. it cannot be taken during the probationary period).

15. Sickness/Carer’s Leave and Family Violence Leave

15.1. Entitlement

- (a) Subject to the provisions of this clause, an employee may use their accrued Sickness/Carer’s leave entitlements when:
 - i. They are unable to work because of personal injury or illness (“Sick leave”); or
 - ii. They need to care or provide support for a member of their immediate family or household who is injured or ill or has experienced an unexpected emergency (“Carer’s leave”); or
 - iii. They need to attend an appointment for the purpose of preventing or screening for a medical condition, a specialist appointment or a pre-natal appointment where appointments are not available outside an employee’s working times (“Personal leave”).
- (b) Employees are entitled to a minimum 10 days Sickness/Carer’s leave per annum, as follows:

Years One and Two	76 hours per annum for those working a 76-hour fortnight (accrues progressively).
Year Three and subsequent years	98.8 hours per annum for those working a 76-hour fortnight (accrues progressively).

- (c) Any unused entitlement will accumulate from year to year as Sickness/Carer’s leave and will not be paid out on termination.
- (d) Sickness/Carer’s leave entitlements will accrue progressively.

15.2. Taking Sick leave

- (a) If an employee takes leave they must:
 - i. Tell their Leader that they will be absent and the day they expect to return to work. This must occur before their normal starting time for work, or as soon as possible thereafter;
 - ii. For sickness leave only - give their Leader a medical certificate or statutory declaration if they are absent from work for more than 2 consecutive days on which they would have normally worked. The certificate or declaration must state in general terms the reason for their absence (without disclosing any personal or private details which the employee does not want disclosed) and must confirm that the employee is not fit to attend work because of their illness or injury.
 - iii. For Sickness leave only - Bupa may ask an employee to provide a medical certificate or statutory declaration to their Leader for any absence due to Sickness leave, including specialist appointments – but only in circumstances where the employee has a pattern of absenteeism or the Leader reasonably believes there may be sickness leave abuse.

15.3. Taking Carer's leave

- (a) If an employee takes Carer's leave they must:
 - i. Tell their Leader that they will be absent and the day they expect to return to work. This must occur before their normal starting time for work, or as soon as possible;
 - ii. Give their Leader a medical certificate or statutory declaration if they are absent from work for more than 2 consecutive days on which they would have normally worked. The certificate or declaration must state that a member of their immediate family or household needed their care.
- (b) If an employee requires time off longer than the current entitlement they should discuss with their Leader whether other arrangements are possible.
- (c) All employees are entitled to two days of unpaid leave when the employee is required to provide care or support to a member of the employee's immediate family or household member who requires care or support because:
 - i. They are sick or injured; or
 - ii. There is an unexpected emergency in relation to that person.
- (d) Unpaid Carer's leave may only be taken after the employee has exhausted their other paid Sickness/Carer's leave entitlements.

15.4. Family Violence Leave

- (a) Bupa recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Bupa is committed to providing support to employees that experience family violence.
- (b) Bupa accepts the definition of "family violence" in section 5 of the Family Violence Protection Act 2008 (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) An employee experiencing family violence will have access to 20 days per year of paid special leave to attend medical appointments, legal proceedings and other activities related family violence. This leave will not accrue from year to year and will be in addition to existing leave entitlements under this Agreement. This leave may be taken as consecutive days, single days or half days and can be taken without prior approval. However, employees must notify their leader of their absence as soon practicable.
- (d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, hospital or to mind children.
- (e) Proof of family violence may be required by Bupa and this proof may be in the form of a document issued by the police, a court, a doctor, a registered nurse, a maternal and health care nurse, a Family Violence Support Service or a lawyer. A signed statutory declaration may also be provided as proof of the entitlement to leave. Such evidence, if required, must be provided as soon as practicable.

- (f) Bupa will develop guidelines to supplement this clause, which detail the appropriate action to be taken in the event that an employee reports family violence.
- (g) Bupa acknowledges and agrees that when an employee applies for leave under this clause, this application and the circumstances surrounding it must be kept strictly private and confidential, and the employee may need appropriate support over and above the leave itself (including access to Bupa's Employee Assistance Program and changes to working arrangements).

15.5. Workers' Compensation Make up Pay

- (a) Where an employee covered by this agreement sustains an injury in relation to which they receive compensation under relevant workers' compensation legislation in the state or territory in which they work, the employee will also be entitled to make up pay in accordance with this clause.
- (b) Make up pay is a weekly payment of an amount representing the difference between the amount of compensation received by an employee and the minimum salary rate to which they are entitled under clause 10.1 of this agreement.
- (c) Make up pay under this clause will be payable for a maximum period or aggregate period of 26 weeks for incapacity arising from one injury.
- (d) The employment of the employee will not be terminated whilst they are in receipt of make up pay because of their incapacity or in order to avoid payment of make up pay.

16. Compassionate leave

- (a) Employees are entitled to a period of up to 2 days of paid leave on each occasion of the death or serious illness or injury posing a threat to the life of:
 - i. A member of the employee's immediate family or household; or
 - ii. An employee's close personal friend.
- (b) Employees may apply to their Leader for Sickness/Carer's leave to supplement Compassionate leave in the event more time is required and such application will not be unreasonably refused.
- (c) Compassionate leave does not accumulate from year to year and will not be paid out on termination.
- (d) Relevant information and/or documentation to support a request for Compassionate leave may be required e.g. statutory declaration.
- (e) The entitlement in this clause increases to up to 5 days (for a full time employee, or pro rata for part time employee) of paid leave on each occasion, where the employee is required to travel interstate or overseas – or undertake significant intrastate travel – as a result of the death or serious injury or illness.

17. Accrued time

- (a) It is recognised that, at times, workloads will exceed the ordinary hours of employment set out in clause 5.1. Accrued time is time worked by an employee in excess of ordinary hours without being directed / approved as overtime. This accrued time can then be taken by the employee at a mutually agreed time. Accrued time can also be used by an employee by mutual agreement to meet personal needs.
- (b) Agreement must be reached between the employee and their leader, prior to an employee accruing time. Where possible, prior agreement should also be reached about when time off will be taken. Approval of an employee's request to take accrued time off will not be unreasonably withheld by the leader.
- (c) A maximum of 15 hours in excess of ordinary hours in any 4-week cycle may be accrued. Employees will be able to accrue a maximum of 40 hours.
- (d) Where employment is terminated, an employee with accrued time should be allowed to utilize the accrued time or be paid out at the rate of single time.
- (e) For employees in Zones 6 and 7 and IT4 and IT5, additional requirements are outlined in clause 6.2 of this agreement.

18. Wellbeing Day

- (a) Employees are entitled to 1-day paid leave per calendar year to be used for “wellbeing” purposes or in the event of a personal emergency.
- (b) The Wellbeing Day must be used within the calendar year and will not accumulate from year to year (ie if it is not taken within the calendar year, it is forfeited). The Wellbeing Day will not be paid out on termination.
- (c) Unless in the event of a personal emergency, employees may only take the Wellbeing Day at a time agreed in advance with their Leader, and approvals not be unreasonably withheld by their Leader.

19. Parental leave

19.1. Entitlement and Notification

- (a) Parental leave provisions apply to all full-time, part-time and eligible casual employees with at least 12 months continuous service with Bupa. Parental leave (paid or unpaid) under this agreement must be taken in a single continuous period unless otherwise agreed by Bupa.
- (b) Casual employees are eligible for unpaid Parental leave in accordance with clause 19.7 below if they have been employed by Bupa on a regular and systematic basis for a period or sequence of periods of at least 12 months and they have a reasonable expectation of ongoing employment with Bupa on a regular and systematic basis.
- (c) Parental leave includes:
 - i. Primary Carer leave;
 - ii. Secondary Carer leave;
 - iii. Adoption leave;
 - iv. Special Parental leave;
 - v. Unpaid Parental leave,where applicable.
- (d) An employee must apply for Parental leave in writing at least 10 weeks before the expected date of the birth and a doctor’s certificate must be included. In the case of adoption, an employee must apply for Parental leave at least 10 weeks before the custody of an adopted child is expected to commence. The application must be in writing and must include anticipated start and end dates in relation to the leave.
- (e) At least 4 weeks prior to going on leave, an employee must confirm in writing any changes to the date on which they expect to start and end their Parental Leave.
- (f) An employee must give written notification of their intention to return to work at least 4 weeks before the end of their Parental leave.
- (g) An employee who is returning to work from Parental leave has the right to return to their position prior to taking leave or, if that position no longer exists, a position of equivalent status and pay.
- (h) An employee who is returning to work from Parental leave may apply to their Leader to work part-time.
- (i) At the end of the approved period of part-time employment, the employee is entitled to return to their pre-Parental leave position if that position still exists. If that position does not exist they are entitled to a position of equivalent status and pay.
- (j) A period of Parental Leave will not break an employee’s continuity of service, but will not be counted as service for the purposes of accruing leave or for the purposes of calculating notice of termination or redundancy.

19.2. Primary Carer leave

- (a) An employee who is the primary carer of a child during the first 12 months of that child's life, is entitled to paid Primary Carer leave, Unpaid Parental leave (Clause 19.7) and / or Special Parental leave (Clause 19.6 where applicable).
- (b) Paid Primary Carer leave is paid at the following rate:
 - i. 12 weeks at the employee's ordinary base rate of pay, or
 - ii. 24 weeks at half the employee's ordinary base rate of pay.
- (c) Payment is made at the regular pay period unless the employee asks to be paid up front at the commencement of their leave.
- (d) A female employee who is the birth mother should start Parental leave at least 6 weeks before the expected date of the birth unless they produce a medical certificate saying that they are fit to perform their role during the 6 weeks leading up to the expected date of birth.
- (e) A female employee who is the birth mother must take at least 6 weeks leave after the birth in accordance with the requirements of the Act.
- (f) A female employee who is the birth mother may work part-time during the pregnancy, with the Leader's agreement, if part-time work is necessary because of the pregnancy. Bupa may request an employee to provide a medical certificate in this regard or transfer the employee to a job that is safe for the employee to perform.
- (g) To avoid doubt, casual employees are not entitled to paid parental leave of any kind under this Agreement.
- (h) Any period of paid Secondary Carer leave taken by an employee shall be subtracted from any entitlement to paid Primary Carer Leave in respect of care for the same child.

19.3. Primary Carer Superannuation Benefit

- (a) Bupa recognises that women face greater risk of economic insecurity in retirement than men and currently retire with on average half the superannuation of men.
- (b) As part of Bupa's commitment to pay equality, at the employee's election, Bupa will pay an additional 2 weeks' ordinary base rate of pay into the nominated Superannuation fund of an employee taking a period of Primary Carer leave.

19.4. Secondary Carer leave

- (a) An eligible full time or part time employee who is the secondary carer of a newly born child or a newly adopted child is entitled to 2 weeks' paid Secondary Carer leave.
- (b) Paid Secondary Carer leave is paid at the employee's ordinary rate of pay.
- (c) Payment is made at the regular pay period unless the employee asks to be paid upfront at the commencement of their Secondary Carer leave.

19.5. Adoption leave

- (a) An eligible full time or part time employee seeking to adopt a child may take up to two days of unpaid pre-Adoption leave to attend any interviews or examinations required to obtain approval for the adoption, unless the employee can take other authorised leave for such purposes.
- (b) An eligible full time or part time employee who is adopting a child under the age of 16 years of age is entitled to paid Adoption leave, Unpaid Parental leave and / or Special Parental leave where applicable. In order to be entitled to unpaid Parental leave or Special Parental leave, an employee must be primary carer of an adopted child.
- (c) Paid Adoption leave for primary carers is paid at the following rate:
 - i. 12 weeks at the employee's ordinary base rate of pay, or ii. 24 weeks at half the employee's ordinary base rate of pay.
 - ii. Payment is made at the regular pay period unless the employee asks to be paid up front at the commencement of their leave.

- (d) The leave starts when the employee takes custody of the child being adopted.
- (e) Bupa may ask an employee to give a statutory declaration stating that they are the primary carer for the period for which they want Parental leave to care for an adopted child.

19.6. Special Parental leave

- (a) Special Parental leave can be taken in the following circumstances:
 - i. Where a female employee suffers from a pregnancy related illness, or
 - ii. in the event that her pregnancy does not result in the birth of a living child, or
 - iii. where the child dies before his or her first birthday and the employee is the primary carer.
- (b) The employee is entitled to take Special Parental leave for the period stated in a medical certificate provided to Bupa.
- (c) If Parental leave has commenced and the child dies before his or her first birthday, the employee who is the primary carer at the time would be entitled to unpaid Special Parental leave. If the employee is still within a paid Parental leave period, Bupa will honour the balance of this paid Parental leave period.

19.7. Unpaid Parental leave

- (a) An employee is entitled to Unpaid Parental leave for up to 52 weeks less any period of paid leave (eg paid Parental leave or Annual leave) in the first year following the birth / adoption. Either parent may access the period of Unpaid Parental leave, provided that they are the primary carer of the child at that time.
- (b) Unpaid Parental leave is only available to the primary carer of the child. Bupa may ask an employee to give a statutory declaration stating that they are the primary carer for the period for which they request Unpaid Parental leave.
- (c) Further unpaid leave may be applied for following Parental leave as per the Bupa Leave Without Pay policy and the NES.
- (d) To avoid doubt, eligible casual employees are entitled to unpaid secondary carer/concurrent leave, adoption leave and special parental leave in accordance with the NES and must comply with the notice and evidence requirements in the NES for all forms of parental leave.

19.8. Foster Leave

- (a) An employee is entitled to 5 days of paid Foster Leave per year following the placement of a child under the age of 16 in their care. Either foster parent may access the period of Foster Leave, provided that they are the Primary Carer of the child at that time.
- (b) Proof of fostering a child may be required by Bupa. This proof may be in the form of a document issued by the foster care agency or a relevant government department. A signed statutory declaration may also be provided as proof of the entitlement to leave. Such evidence, if required, must be provided as soon as practicable.

19.9. Breastfeeding

- (a) Bupa recognises and respects the decision by women to continue to breast feed babies and express breast milk after their return to work.
- (b) Where practicable, management will make suitable arrangements for lactating mothers.

Part Seven - Employee Development

20. Professional development

Bupa is committed to employees' professional development. Bupa will share the responsibility with employees for the acquisition of new skills, knowledge and experience to:

- (a) do their job competently and to the standard required by their Leader;
- (b) meet future challenges of their current job;
- (c) pursue career opportunities within Bupa;

20.1. Study assistance

If an employee is studying a course approved by their Leader, they may be entitled to study assistance as set out in Bupa Australia's Study Assistance Policy. This policy does not form part of this Agreement. The approval of study courses will be based on approved development plans and business needs.

20.2. Training

- (a) Employees covered by this Agreement will be provided with relevant ongoing training necessary for them to properly carry out their roles and responsibilities.
- (b) An employee may request to undertake additional training, which Bupa may in its absolute discretion agree or decline. If approved, the cost of which will be met by Bupa and paid as time worked.

20.3. Secondment

- (a) A secondment is when an employee temporarily acts in another role for a period of time. A secondment may be used to temporarily fill a business need and/or facilitate a learning and development opportunity for an employee.
- (b) Secondments are only to be used for a short-term, with a pre-determined start and end date. The secondment period must be established and agreed, in writing, by the leader and the employee prior to the commencement of the secondment period. Alternatively, secondments may be used to fill a role throughout the course of a particular project and, in such cases, a fixed end date need not be set (but the employee will be provided with an estimate of the end date and the secondment may still end prior to the end of the project).
- (c) After an employee finishes a secondment, Bupa will endeavour to return them to their previous (substantive) position.
- (d) Throughout the secondment period, the 'home' Leader remains accountable for matters relating to the seconded employee's 'home' role and will regularly communicate with the employee regarding any significant changes or developments regarding their 'home' role.
- (e) Throughout the seconded period the employee's remuneration and bonus potential will be based on the employees 'home' grade.
- (f) Where the seconded employee's previous (substantive) position no longer exists, the employee will be given a job of equivalent status and pay (redeployed) if one is available.
- (g) If at the cessation of the secondment, the employee's previous (substantive) position no longer exists and there are no further re-deployment opportunities within Bupa, retrenchment provisions will apply, as per Clause 24.

20.4. Higher duties opportunities

- (a) Bupa encourages employees to act in a higher graded job if they have the opportunity because this helps employees gain skills that will improve their career prospects.
- (b) Bupa acknowledges that additional effort is needed to act at a higher zone. When an employee is required to perform the full duties of a position in a higher zone for a period of at least 5 consecutive working days,

he or she will be paid the greater of:

- the minimum rate for the higher zone, or
- the employee's current salary plus \$80 per week.

In the event that the employee is relieving in their Leader's role within the same zone, then the \$80 higher duties payment will apply.

Part Eight - Resignation, Termination, Redundancy

21. Resignation

If an employee resigns they must give Bupa a minimum of 4 weeks' notice, unless a shorter period is mutually agreed.

22. Termination by Bupa

Where a permanent employee has their employment terminated by Bupa for a reason that does not include gross negligence or wilful or serious misconduct by the employee, Bupa will provide the employee with a period of 4 weeks' notice, or payment in lieu of notice, at the employee's ordinary rate of pay at that time. If the employee is 45 years or over and has completed at least two years continuous service with Bupa, they will receive one additional week's notice (or payment in lieu of notice). To avoid doubt, Bupa may provide a combination of notice and payment in lieu.

23. Amounts Owed to Bupa

- (a) Subject to applicable legislation, if an employee owes any outstanding advances or other payments to Bupa when their employment ends, Bupa may, offset a sum equivalent to the sum owed against any monies payable to the employee on or prior to termination. Parental or guardian agreement is required for employees under 18 years of age.
- (b) If the amounts owed by the employee exceed the amounts payable, the employee is required to repay such amounts to Bupa within 14 days of the date their employment ends.

24. Redundancy, Redeployment and Retrenchment

24.1. Application

- (a) This clause only applies to permanent employees and not to fixed term, specified project or casual employees.
- (b) Payments made under this section are subject to clause 24.5 – Transfer of Business, and may be offset against any entitlement to redundancy pay arising under the FW Act.

24.2. Redundancy

- (a) Redundancy is where an employee's position is no longer required by Bupa. It may result from a re-organisation of work, the adoption of changed business practices, technological change or other operational changes to the business.
- (b) If a position is to become redundant, consultation with the affected employee will be as set out in clause 3.3.
- (c) Once a decision has been made to make a role redundant, Bupa will give as much notice to the affected employee as appropriate. This will be in accordance with clause 22 as a minimum.
- (d) If disclosure of proposed redundancies has the potential to affect Bupa's security, competitive position or adversely affect the interests of Bupa or its customers, Bupa may provide payment in lieu of notice or part thereof.

24.3. Redeployment

- (a) In the event an employee's position becomes redundant, Bupa will endeavour to redeploy the employee, including the provision of appropriate training.
- (b) The employee whose position has been made redundant will take part in redeployment during their notice period. Unless Bupa decides to pay the notice period in lieu, Leaders and employees should continue to seek redeployment opportunities right up to the final day of work.
- (c) Redeployment may be to either an Acceptable Alternative Position ("AAP") or a Voluntary Alternative Position ("VAP").
- (d) Bupa will make reasonable efforts to identify AAPs for those employees whose positions become redundant. If AAPs are not available, Bupa will make reasonable attempts to identify VAPs. Employees whose positions become redundant are also encouraged to make reasonable efforts to identify redeployment opportunities for themselves.
- (e) **Acceptable Alternative Position ("AAP"):** This means a position within Bupa or its related bodies corporate that is at the same or higher zone; which does not entail an unreasonable change of duties having regard to the employee's current skills and abilities; which does not involve a reduction in salary, status, or promotional opportunity; which is at the same location or another location that does not impose an unreasonable travel burden; which does not entail the imposition of unreasonable additional training; and which does not result in unreasonable changes to the employee's hours of work, having regard to their family and personal commitments. For the purpose of this clause, "Status" will mean the effect of redeployment on the employee's duties, authorities and responsibilities.
- (f) **Voluntary Alternative Position ("VAP"):** This means a role within Bupa or its related bodies corporate which does not qualify as an AAP. An example of a VAP would be a position which is graded at a lower zone than the employee's current role.
- (g) An employee whose position has become redundant and who declines the offer of an AAP will not be eligible to receive the severance payments specified in Clause 24.4(d).
- (h) An employee whose position has become redundant and who declines the offer of a VAP will still be eligible to receive the severance payment specified in Clause 24.4(d).
- (i) The parties acknowledge that from time to time an employee may commence their notice period and, during this period, a project or other short-term role is found for them. In such circumstances, when the employee finishes the project or other short-term role, they will recommence their notice period and this period will not start again.

For example: after completing 3 weeks of her notice period, Sasha commences a 4-month project role – at the end of this project role, Sasha will complete the remaining 1 weeks of her notice / redeployment period (unless she is successfully redeployed during this 1-week period). Similarly, the notice period will be placed "on hold" for any period of leave which had been approved prior to the employee being notified that their role is redundant.
- (j) In the event of a dispute about whether an offered position is an AAP or a VAP, without prejudice to either party, the dispute resolution procedure in Clause 25 may be initiated by Bupa or the employee(s) concerned.

24.4. Retrenchment

- (a) Retrenchment means termination of an employee's employment after their position has been made redundant and they have not accepted a Voluntary Alternative Position or been offered an Acceptable Alternative Position (redeployment).
- (b) As the end of the notice period approaches, the Leader should notify the employee in writing that, if no suitable alternative employment is offered by the end of the notice period, the employee will be retrenched. The Leader should also provide the employee with details of their retrenchment package.
- (c) If a redeployment opportunity becomes available after an employee has been provided with their final documentation, it is at the employee's discretion as to whether they accept redeployment or retrenchment.

- (d) On retrenchment:
 - i. employees will receive 3 weeks' salary at their base rate of pay for each completed year of continuous service to a maximum of 75 weeks' salary at their base rate of pay.
 - ii. An employee with at least 1 but less than 2 years of service will receive 4 week's salary on the same terms.
 - iii. Employees will receive a pro rata redundancy payment for their final year of service.
 - iv. The redundancy payment will be calculated on a pro rata basis for any period where an employee has worked part time hours during his or her period of service.
- (e) Outplacement support will be offered to all retrenched employees through an external outplacement organisation. Payment in lieu of this outplacement support will not be provided.

24.5. Transfer of business

- (a) Where there is a transfer of business from Bupa Australia to another employer (the new employer), and a Bupa Australia employee at the time of transfer becomes an employee of the new employer, then redundancy/severance payments under this agreement will not be payable if following transfer:
 - i. the employee continues to be employed by the new employer in essentially the same position or a similar position; and
 - ii. the employee is employed on terms and conditions generally the same as those that applied before the transfer;
- (b) For the purposes of this clause, a similar position includes:
 - i. terms and conditions of employment (such as remuneration, hours of work, leave and termination entitlements) which are on the whole no less favourable to the employee;
 - ii. employment with accountabilities and duties that are generally similar to those normally undertaken by the employee in their role with Bupa Australia; or
 - iii. suitable alternative employment (i.e. a position for which the employee has the skills and experience required to perform the role to a reasonable standard, or should be able to perform to a reasonable standard after a period of training and time in the job).
- (c) For the purpose of this clause, transfer has the meaning given to it under the FW Act.

Part Nine - Dispute Resolution and Employee Representation

25. Dispute resolution

- (a) Bupa's employee relations environment should be characterised by cooperation, mutual trust and respect, and open communication between managers / team leaders and employees.
- (b) Any dispute arising between Bupa and an employee over the application of this agreement or the NES will be dealt with in the following manner:
 - i. As soon as practicable after a grievance or dispute arises, the employee concerned will take the matter up with their supervisor or line manager, affording them an opportunity to remedy the cause of the dispute or claim.
 - ii. Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that direct discussions between the employee and their supervisor or line manager would be inappropriate, the employee may refer the matter to their manager's line manager for resolution.
 - iii. Should the matter still not be resolved, the employee may notify the appropriate member of the People team, their union representative or any other representative of their choice who will attempt to resolve the matter.
 - iv. If the matter remains unsettled the matter may be referred by either party to the FWC or other person or body as agreed between the parties, for conciliation.
 - v. If the matter cannot be resolved by way of conciliation then, if the parties agree (which agreement will not be unreasonably withheld), the person or body to whom the matter has been referred may

determine the matter by arbitration. For the purposes of this subclause (v), the following considerations are relevant factors in determining whether agreement has been "unreasonably withheld" by either party: likelihood of successful resolution of the dispute without arbitration and the potential ongoing impacts of non-resolution of the dispute on Bupa and on the Bupa employee(s).

- vi. An arbitrated determination is binding on the parties subject only to any existing legislative right of appeal from a decision or the person or body (e.g. in the case of the FWC, under section 604 of the FW Act). There is no general right of appeal.
- vii. The powers of the person or body to whom a dispute is referred, whether for conciliation or arbitration, are confined to those set out in this agreement, the NES or as otherwise agreed between the parties.
- viii. Without prejudice to either party, work will continue while the matters in dispute are being dealt with in accordance with this clause.
- ix. An employee has the right to have their union or any other representative of their choice represent them during any stage of the dispute resolution procedure in this clause.

26. Employee representation

- (a) Bupa believes that employees and Bupa together can successfully negotiate work issues to the satisfaction of employees and Bupa. However, Bupa respects an employee's right to nominate an external person as their representative.
- (b) Bupa is committed to maintaining its direct relationship with employees through Employee Representation.
- (c) Bupa will consult with the Employee Representative Committee with regard to all draft policies or changes to existing policies affecting terms and conditions of employment, as per the Bupa ANZ Policy Management Framework. Bupa will gather feedback from Employee Representatives and provide responses to that feedback. Reasonable effort will be taken to accommodate this feedback.

Part Ten – Additional Provisions

27. Bupa – union relationship

- (a) The parties acknowledge that a collective industrial relations approach will continue as a key principle of the business. Bupa and its employees and the unions whose members include Bupa employees have traditionally implemented an open, structure and accountable approach to industrial relations.
- (b) Bupa respects its employees' right to become a member, or not to become a member, of a union.
- (c) An officer or official of a union, holding a valid permit pursuant to the FW Act, may enter Bupa's premises in accordance with the right of entry provisions of the FW Act.
- (d) Upon written advice from the National Secretary of the FSU or ASU that one or more members who are Bupa employees have been appointed or elected to act as Workplace Representatives, Bupa will allow such people reasonable time during working hours to discuss with Bupa and individual union members any matter pertaining to the work the individual member performs.
- (e) Employees nominated by the FSU or ASU will be allowed leave without loss of pay to attend the relevant union's training courses and meetings. Bupa will approve leave to a maximum pool of 12 days per year. Leave not taken will not accumulate from year to year. Approval for leave is subject to normal business requirements and availability from the pool.
- (f) A written application for leave should be given to the relevant leader at least 4 weeks in advance. If less than 4 weeks' notice is given, leave need not be granted. Where an employee attending a course is recalled to work by Bupa because of reasons unforeseen at the time of granting leave, all time spent at the course prior to recall will be reinstated as if such leave was not taken.
- (g) Where an employee fails to attend the course or courses for which leave has been granted, the FSU or ASU will notify Bupa as soon as possible of the non-attendance. Leave of absence granted under this clause will count as service for all purposes.

28. Workplace Behaviour

All Bupa employees are required to comply with the Bupa Cord and Bupa's Code of Conduct Policy (as amended from time to time). These documents do not form part of this agreement. This policy prohibits any Bupa employee from:

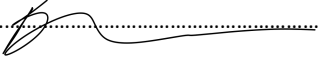
- bullying;
- discriminating against;
- harassing;
- victimising; or
- vilifying

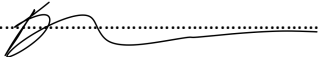
any other Bupa employee or group of employees.

29. No extra claims


- (a) Bupa and the employees covered by this Agreement agree that throughout the life of this Agreement there will be no further claims pursued in relation to any matter.
- (b) If a disagreement occurs, the parties will follow the dispute resolution procedure as per Clause 25 Dispute Resolution of this Agreement.

Part Eleven – Signing Page

Signed for and on behalf of Bupa Health Services Pty Ltd
ABN 50 003 098 655 by:
Full Name (please print): Belinda Robinson
Title and explanation of authority to sign this agreement:
People Director - Health Insurance and Functions ANZ
Address: 33 Exhibition Street, Melbourne, Victoria, 3000
Signature: 
Date: 18/ 12 / 2020

Signed for and on behalf Bupa HI Pty Ltd
ABN 81 000 057 590 by:
Full Name (please print): Belinda Robinson
Title and explanation of authority to sign this agreement:
People Director - Health Insurance and Functions ANZ
Address: 33 Exhibition Street, Melbourne, Victoria, 3000
Signature: 
Date: 18/ 12 / 2020

Signed for and on behalf of the employees covered by this Agreement by:

Full Name (please print): Peter Cowan
Title and explanation of authority to sign this agreement:
Customer Service Team Leader - Bupa Employee
Address: Level 17, 179 Turbot Street, Brisbane 4000
Signature: 
Date: 18/ 12 / 2020

Signed for and on behalf (insert Organisation).....
.....
Full Name (please print):
Title and explanation of authority to sign this agreement:
.....
Address:.....
Signature:
Date: / / 2020

SIGNED for and on behalf of the Finance Sector Union of Australia
Julia Angrisano, National Secretary (of Level 1, 341, Queen St,
Melbourne) Authorised under rule 49 of the FSU’s Rules to
sign industrial instruments

Full Name (please print):
Title and explanation of authority to sign this agreement:
.....
Address:.....
Signature:
Date: / / 2020

APPENDIX A – indicative descriptions of Zones

Zone	Indicative description of roles in Zone *
1	<i>Very junior administrative employees (for example, Trainees).</i>
2	<i>Junior administrative employees (for example, Mailroom Assistant).</i>
3	<i>Front line roles (for example, Sales and Service Consultant, Customer Service Consultant and Resolutions Consultant).</i>
4	<i>Senior front line roles (for example, Mobile Sales Consultant, Customer Solutions Consultant).</i>
5	<i>Specialist administration roles (for example, Senior Sales and Service Consultant).</i>
6	<i>Team leader, analyst or specialist roles (for example, Financial Accountant, Resolution Team Leader, Retail Centre Leader and Marketing Specialist).</i>
7	<i>Leadership or senior specialist roles (for example, Senior Management Accountant, Contact Centre Operations Leader).</i>
IT1	<i>Junior IT roles (for example, IT Trainees).</i>
IT2	<i>IT administration roles (for example, Junior Analysts Service Desk Consultant).</i>
IT3	<i>Technical IT roles (for example, IT Analysts,)</i>
IT4	<i>Specialist, senior analytical IT roles (for example, Programmer, Specialist Engineer).</i>
IT5	<i>Leadership or senior specialist roles (for example, Lead Developer or Lead Technical Engineer).</i>

* **Note:** this is not a definitive or exhaustive list, rather, it provides an indication of the kinds of roles which fall into each Zone. The decision as to the Zone into which an employee is placed, is at the discretion of Bupa and employees will be informed of their Zone upon appointment to any role. To avoid doubt, some roles (for example, that of Retail Centre Leader) may fall into more than one Zone given variations in the complexity and magnitude of those roles.

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

16 February 2021

Fair Work Commission
Level 4/11 Exhibition St
Melbourne VIC 3000

Ref: AG2020/4068

Via email: member.assist@fwc.gov.au

To whom it may concern;

RE: Application for the Approval of the Bupa Australia Enterprise Agreement 2020 (AG2020/4068)

Further to the lodgement of the Bupa Australia Enterprise Agreement 2020 (**Agreement**), I am authorised to make the following undertaking on behalf of Bupa Health Services Pty Ltd (ABN 50 003 098 655) and Bupa HI Pty Ltd (ABN 81 000 057 590) (together, the **Employer**):

1. For the purposes of subclauses 5.1(b)(i) & (ii) of the Agreement, the references to “6pm” will be read as “7pm”;
2. Clause 24 of the Agreement will be applied in accordance with s.120 of the *Fair Work Act 2009* (Cth).

I confirm that the Employer understands that this undertaking will be taken to be a term of the Agreement.

Sincerely,



Belinda Robinson
People Director – Health Insurance and Functions
Bupa Health Services Pty Ltd (ABN 50 003 098 655)
Bupa HI Pty Ltd (ABN 81 000 057 590)