

LEAVE POLICY

1. PURPOSE

- 1.1 This Leave Policy ('Policy') covers the following types of leave: annual, personal/carer's, compassionate leave, community service and long service. It applies to all full-time, part-time and casual employees (where applicable) as detailed in the Policy.

2. COMMENCEMENT OF THE POLICY

- 2.1 This Policy will commence from 25/07/2022. It replaces all other leave policies of Fitzpatrick Group ('Fitzpatrick Group') which deal with the taking of annual leave, personal/carer's leave, compassionate leave, community service leave and long service leave.

3. APPLICATION OF THE POLICY

- 3.1 This Policy applies to employees (including temporary employees) of Fitzpatrick Group who apply for or take leave after 29/08/2019.
- 3.2 This Policy does not form part of any employee's contract of employment. The Policy is not intended to override the terms of any award, enterprise agreement or contract that applies to an employee.
- 3.3 This Policy reflects the National Employment Standards (NES) as set out in the *Fair Work Act 2009* (Cth) (the Act), but does not override the NES.

4. DEFINITIONS

- 4.1 'Immediate family' means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- 4.2 'Spouse' includes a former spouse, a de facto spouse or a former de facto spouse.
- 4.3 'De facto partner' means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the employee.
- 4.4 'Child' includes an adopted child, stepchild, an ex-nuptial child and an adult child.

5. ANNUAL LEAVE

Fitzpatrick Group provides annual leave in accordance with the Act.

5.1 Amount of leave

- 5.2 For each year of service, an employee (other than a casual employee), subject to their hours and employment status, progressively accrues 4 weeks of paid annual leave.

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5.3 An employee will accrue one (1) extra week's leave if they are described by a relevant award or agreement as a shiftworker for the purposes of the NES.

5.4 Annual leave accrues progressively from year to year.

Taking annual leave

5.5 Annual leave is to be taken for a period agreed between the employee and Fitzpatrick Group. Fitzpatrick Group will not unreasonably refuse a request for annual leave from the employee.

5.6 In addition to Fitzpatrick Group directing an employee to take annual leave, employees can be directed to take annual leave in accordance with the relevant award or agreement that applies to them and under the terms set out in the NES.

5.7 Without limiting Fitzpatrick Group's capacity to direct the taking of annual leave, employees may be directed to take annual leave where it is reasonable. This might include where the employee has accrued an excessive amount of paid annual leave, or where Fitzpatrick Group is being shut down for a period such as Christmas or New Year.

Payment on annual leave

5.8 Annual leave will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period. This will not include payment for any allowances, loadings, penalties or the like. The payment will be processed at the usual pay time.

Cashing out annual leave

5.9 Award covered and agreement covered employees may only cash out annual leave in accordance with the terms of the award or agreement that applies to them. Cashing out annual leave will **not** be permitted if there is no provision in the award or agreement which expressly permits cashing out.

5.10 Award free and agreement free employees may request Fitzpatrick Group cash out some of their accrued annual leave from time to time provided that:

- (a) the employee maintains a minimum of 4 weeks annual leave after the cashing out;
- (b) Fitzpatrick Group agrees; and
- (c) the agreement to cash out is made in writing and signed by the employee and Fitzpatrick Group.

Payment of annual leave on termination

5.11 Subject to the terms of any other agreement, contract or award, any accrued but untaken annual leave will be paid out on termination. Such payment will be the amount that would have been payable to the employee in accordance with clause 5.7 of this policy, had the employee taken that period of leave.

Casual employees

5.12 Casual employees have no entitlement to annual leave.

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6. PERSONAL/CARER'S LEAVE

6.1 Fitzpatrick Group provides personal/carer's leave in accordance with the Act.

6.2 Personal/carer's leave encompasses sick leave and carer's leave.

6.3 For each year of service with Fitzpatrick Group, an employee (other than a casual employee) will, subject to their hours and terms of employment, accrue 10 days of paid personal/carer's leave. Such leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

6.4 Taking paid personal/carer's leave

6.5 An employee may use their accrued paid personal/carer's leave for personal illness or personal injury affecting the employee. An employee may also use this leave to provide care and support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury affecting the member, or an unexpected emergency affecting the immediate family /household member.

Paid personal/carer's leave — notice and documentation requirements

6.6 In order to access an entitlement to personal/carer's leave, an employee must:

- (a) comply with any requirements in their award, agreement, relevant policies and contract;
- (b) as soon as practicable, inform your manager that the employee will be absent from work because of personal illness or injury;
- (c) inform Fitzpatrick Group of the expected period of the absence; and
- (d) provide evidence that would satisfy a reasonable person that the leave is taken for personal/carer's reasons as specified in this Policy, such as either medical certificate or a statutory declaration.

Payment for personal/carer's leave

6.7 Paid personal/carer's leave for employees, other than casuals, will be paid at the employee's base rate of pay for all ordinary hours of work in the period. This will not include payment for any allowance, loadings, penalties or the like. The payment will be processed at the usual pay time provided the employee has complied with the notice and documentation requirements.

Cashing out personal/carer's leave

6.8 Employees may only cash out personal/carer's leave in accordance with the award or agreement that applies to them. Cashing out personal/carer's leave will not be permitted if there is no provision in the award or agreement which expressly permits cashing out.

6.9 If personal/carer's leave is cashed out, each cashing out of a particular amount of paid personal/carer's leave should be by a separate agreement in writing between Fitzpatrick Group and the employee. The employee must retain a balance of 15 days personal/carer's leave after the cashing out, and will be paid



the full amount that would have been payable to the employee had the employee taken the leave that the employee had forgone.

- 6.10 Award-free and agreement-free employees may not cash out personal leave.

Payment for personal/carer's leave on termination

- 6.11 Subject to the terms of any other agreement, contract or award, any accrued but untaken personal/carer's leave will **not** be paid out on termination of employment.

7. UNPAID CARER'S LEAVE

- 7.1 Casual employees and those full-time and part-time employees who have used their entitlement to paid carer's leave, are entitled to up to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of:

- (a) a personal illness or injury of the member; or
- (b) an unexpected emergency affecting the member.

8. COMPASSIONATE LEAVE

- 8.1 Fitzpatrick Group provides compassionate leave in accordance with the Act.

- 8.2 Employees (other than casuals) are entitled to up to 2 days' paid compassionate leave for each occasion when a member of the employee's immediate family or a member of their household has a personal illness or injury that poses a serious threat to his or her life, or dies.

Payment for compassionate Leave

- 8.3 Compassionate leave for employees other than casuals will be made at the employee's base rate of pay for the employee's ordinary hours of work in the period. This will not include payment for any allowances, loadings, penalties or the like. The payment will be processed at the usual pay time provided the employee has complied with the notice and documentation requirements.

Cashing out personal/carer's leave

- 8.4 Compassionate leave cannot be cashed out.

Casuals

- 8.5 Casual employees are entitled to up to 2 days off unpaid for each occasion when a member of the employee's immediate family, or a member of their household has a personal illness or injury that poses a serious threat to his or her life, or dies.

Compassionate leave — notice and documentation requirements

- 8.6 In order to access an entitlement to compassionate leave, employees must as soon as practicable, inform the Bryn Robinson that they need leave to:

- (a) grieve following the death of a member of the employee's immediate family or a member of the employee's household; or
- (b) attend the funeral of that immediate family member or a member of the employee's household; or

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- (c) spend time with an immediate family member or a member of the employee's household because that member has a personal illness or injury that poses a serious threat to his or her life.

8.7 An employee must also provide Fitzpatrick Group with any evidence Fitzpatrick Group requires to substantiate the fact that the leave is to provide care and support for an immediately family member suffering a personal illness or personal injury (such as a medical certificate or a statutory declaration), or is for one of the reasons for compassionate leave listed above.

No accumulation

8.8 As compassionate leave is an event based leave, it does not accrue and accordingly, will not be paid out on termination of employment.

9. LONG SERVICE LEAVE

9.1 Long service leave will be granted to all employees in accordance with applicable long service leave legislation as varied from time to time.

10. COMMUNITY SERVICE LEAVE

10.1 Fitzpatrick Group provides Community Service Leave in accordance with the Act.

10.2 Community service leave incorporates jury service and voluntary emergency management activities.

Jury service

10.3 Employees are entitled to be absent from work in order to perform jury service.

Payment for jury service leave

10.4 Subject to the provisions detailed below, employees (other than casuals) who are absent from work in order to perform jury service are entitled to receive payment at their base rate of pay for ordinary hours of work for which they are absent for the first 10 days of absence on jury service only (unless applicable state legislation says otherwise). This will not include payment for any allowances, loadings, penalties or the like. The payment will be processed at the usual pay time provided the employee has complied with the notice and documentation requirements.

10.5 The amount Fitzpatrick Group will pay to the employee for the absence for jury service will be reduced by the jury service pay which the employee receives or is entitled to receive from the court.

Voluntary emergency management activities

10.6 An employee is entitled to be absent from work to undertake voluntary emergency management activities if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee is paid a gratuity); and



- (c) the employee is a member of, or has a member-like association with, a recognised emergency body such as a fire-fighting, civil defence or rescue body, and either:
 - (i) is requested by or on behalf of the body to engage in the activity; or
 - (ii) it is reasonable to expect that a such a request would have been made if circumstances permitted; and
 - (d) the employee's absence is reasonable in all the circumstances.
- 10.7 The amount of time which Fitzpatrick Group will permit an employee to be absent from work for a voluntary emergency management activity will depend on whether the employee's absence is reasonable and will be reassessed from time to time. However, as a guide, the absence time may consist of the time the employee engages in the activity, reasonable travelling associated with the activity and reasonable rest time immediately following the activity.

Notice and documentation for community service leave

- 10.8 In order to access an entitlement to community service leave, an employee must:
- (a) comply with any requirements in their award, agreement, relevant policies and contract;
 - (b) as soon as practicable, inform the Bryn Robinson that the employee will be absent from work due to either a voluntary emergency management activity or jury service leave;
 - (c) inform Fitzpatrick Group of the period of the absence;
 - (d) provide evidence that the absence is because the employee has been or will be engaging in a voluntary emergency management activity or jury service leave;
 - (e) in the case of absence for jury service, provide Fitzpatrick Group with evidence of any jury service pay they have received or may be entitled to receive.

11. APPLICATIONS FOR LEAVE

- 11.1 Any employee who requests leave of a type specified by this Policy should submit a Leave Application Form and comply with the other relevant notice and documentation requirements outlined in this Policy. All documents, including additional documents requested where reasonable, should be given to the Bryn Robinson.

Variations

Fitzpatrick Group *reserves the right to vary, replace or terminate this policy from time to time.*

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