



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Industry Super Australia Pty Ltd T/A Industry Super Australia**  
(AG2017/1443)

### ISA AGREEMENT 2017

Banking finance and insurance industry

COMMISSIONER CIRKOVIC

MELBOURNE, 14 JUNE 2017

*Application for approval of the Industry Super Australia Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *ISA Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Industry Super Australia Pty Ltd T/A Industry Super Australia. The Agreement is a single enterprise agreement.

[2] The Applicant 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.

[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.

[4] The Finance Sector Union of Australia (FSU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 14 June 2017 and, in accordance with s.54, will operate from 21 June 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<Price code J, AE424651 PR593702>

**IN THE FAIR WORK COMMISSION**

**Matter No: AG2017/1443**

**Applicant: Industry Super Australia**

**UNDERTAKING**

This is a written undertaking relating to the *ISA Agreement 2017 (Agreement)* pursuant to section 190 of the *Fair Work Act 2009 (Cth)*, which applies while the Agreement is in operation.

Industry Super Australia (**ISA**), the employer covered by the Agreement, undertakes that:

1. ISA under the Agreement it will pay each employee covered by the Agreement at the minimum rate of pay for their role as set out in the table below:

<b>Role</b>	<b>Minimum annual salary</b>	<b>Minimum weekly rate</b>	<b>Description</b>	<b>Equivalent Award* Classification</b>
<ul style="list-style-type: none"> <li>• Entry Level Clerk</li> <li>• Administration Officer</li> <li>• Accounts Officer</li> <li>• Data Entry Officer</li> </ul>	\$60,000	\$1,153.85	<ul style="list-style-type: none"> <li>• Administrative and clerical roles working within established policies and guidelines with limited discretion</li> <li>• Activities include basic office administration, filing, copying and data entry under instruction</li> </ul>	Levels 1, 2, 3 & 4
<ul style="list-style-type: none"> <li>• Entry Level Legal Analyst</li> <li>• Entry Level Policy Analyst</li> <li>• Entry Level Financial Analyst</li> <li>• Executive Assistant</li> <li>• Project Coordinator</li> <li>• Communications Coordinator</li> </ul>	\$70,000	\$1,346.15	<ul style="list-style-type: none"> <li>• Application of relevant specialist knowledge and experience to research and policy analysis</li> <li>• Coordination of projects</li> <li>• Provision of executive level administrative support</li> <li>• Responsibility for work performed within established routines, methods and procedures</li> </ul>	Level 4

<ul style="list-style-type: none"> <li>• Assistant Marketing Manager</li> <li>• Business and Events Manager</li> <li>• Operations Manager</li> </ul>	<p>\$90,000</p>	<p>\$1,730.77</p>	<ul style="list-style-type: none"> <li>• Delivering day-to-day operations relating to the business, events, marketing, communications, human resources, board secretariat and finance</li> </ul>	<p>Levels 4 &amp; 5</p>
<ul style="list-style-type: none"> <li>• Senior Manager Brand and Marketing</li> <li>• Economist</li> <li>• Policy Analyst – Regulatory Policy</li> <li>• Adviser – Strategic Policy</li> </ul>	<p>\$115,000</p>	<p>\$2,211.54</p>	<ul style="list-style-type: none"> <li>• Management responsibility for operational planning and delivery in relation to stakeholder engagement and marketing</li> <li>• Responsible for delivery of high-level policy advice, relying on specialised knowledge obtained through formal qualification</li> <li>• Exercise of considerable discretion</li> <li>• Supervision of staff in lower level roles</li> </ul>	<p>Levels 5 &amp; 6</p>

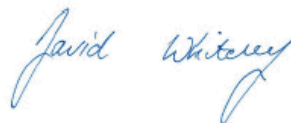
<ul style="list-style-type: none"> <li>• Chief Executive</li> <li>• Chief Economist</li> <li>• Director of Operations &amp; Marketing</li> <li>• Director of Policy</li> <li>• Director of Public Affairs</li> <li>• Director Strategic Engagement</li> <li>• General Counsel &amp; Senior Policy Manager</li> <li>• Specialist Retirement Policy Adviser</li> <li>• Public Affairs Manager – Member and Stakeholder Communications</li> </ul>	\$175,000	\$3,365.38	<ul style="list-style-type: none"> <li>• Senior management roles with responsibility for decisions as to strategic direction of organisation</li> <li>• Delivery of high-level policy advice relying on specialised knowledge obtained through formal qualifications</li> <li>• Lead and provide direction in relation to engagement with external stakeholders</li> <li>• Management of staff in lower level roles</li> </ul>	Not Award* covered
--	-----------	------------	--	--------------------

\*Award refers to the *Banking, Finance and Insurance Award 2010*

2. The pay rates set out in the table above describe the minimum annual salary (exclusive of employer superannuation contributions) for full-time employees. Part-time employees are paid at the rates set out in the table above on a pro-rata basis. All employees work Monday to Friday during the ordinary hours prescribed by clause 22 of the *Banking, Finance and Insurance Award 2010*.

This undertaking is signed for and on behalf of ISA by David Whiteley, Chief Executive, Industry Super Australia.

Signed:



David Whiteley  
 Chief Executive  
 Industry Super Australia  
 Date: 31 May 2017

# Industry Super Australia Agreement 2017

---

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

# CONTENTS

<b>1.</b>	<b>APPLICATION AND OPERATION OF THE AGREEMENT .....</b>	<b>4</b>
1.1	PREAMBLE .....	4
1.2	INTRODUCTION.....	4
1.3	TITLE OF AGREEMENT .....	4
1.4	COMMENCEMENT OF AGREEMENT .....	4
1.5	COVERAGE OF AGREEMENT .....	4
1.6	TERMS AND EFFECT OF AGREEMENT .....	4
1.7	DEFINITIONS .....	4
1.8	INDIVIDUAL FLEXIBILITY AGREEMENT .....	7
<b>2.</b>	<b>EMPLOYMENT CATEGORIES.....</b>	<b>9</b>
2.1	EMPLOYMENT CATEGORY PREFERENCE .....	9
2.2	FULL-TIME AND PART-TIME EMPLOYMENT .....	9
2.3	CASUAL EMPLOYMENT .....	9
2.4	PROBATION.....	10
<b>3.</b>	<b>HOURS OF WORK .....</b>	<b>11</b>
3.1	ORDINARY HOURS .....	11
3.2	SPAN OF ORDINARY HOURS.....	11
3.3	ACCRUED DAYS OFF (ADO).....	11
3.4	TAKING OF ADOs .....	11
3.5	CHANGES TO HOURS OF WORK.....	12
3.6	MEAL BREAKS.....	12
3.7	BREAK BETWEEN WORKING DAYS .....	13
3.8	WORKING ADDITIONAL HOURS .....	13
3.9	CHRISTMAS/NEW YEAR PERIOD.....	17
3.10	ACHIEVABLE WORKLOADS.....	17
3.11	FLEXIBLE WORKING ARRANGEMENTS AND WORK LIFE BALANCE .....	18
<b>4.</b>	<b>JOB CLASSIFICATION, REMUNERATION, AND SUPERANNUATION.....</b>	<b>20</b>
4.1	POSITION DESCRIPTIONS .....	20
4.2	ROLE REVIEWS.....	20
4.3	SUPERANNUATION.....	20
4.4	ANNUAL EMPLOYMENT COST INCREASE .....	21
4.5	HIGHER DUTIES PAYMENTS.....	21
4.6	SALARY SACRIFICE.....	22
4.7	PUBLIC HOLIDAYS .....	22
<b>5.</b>	<b>PERFORMANCE AND DEVELOPMENT .....</b>	<b>24</b>
5.1	PRINCIPLES.....	24
5.2	PERFORMANCE APPRAISAL PROCESS .....	24
5.3	KEY RESULT AREAS AND PERFORMANCE GOALS .....	24
5.4	PERFORMANCE INCENTIVES .....	25
<b>6.</b>	<b>LEARNING AND DEVELOPMENT .....</b>	<b>27</b>
6.1	PRINCIPLES.....	27
6.2	COMMITMENTS .....	27
6.3	DEVELOPMENT PLANS .....	27
6.4	STUDY ASSISTANCE .....	28
6.5	REMIBURSEMENT OF PROFESSIONAL MEMBERSHIPS .....	29

<b>7.</b>	<b>LEAVE .....</b>	<b>30</b>
7.1	PERSONAL/CARER'S LEAVE.....	30
7.2	COMPASSIONATE LEAVE .....	32
7.3	ANNUAL LEAVE .....	32
7.4	LONG SERVICE LEAVE .....	33
7.5	PARENTAL LEAVE.....	33
7.6	ADDITIONAL PAID LEAVE – PAY AVERAGING .....	39
7.7	LEAVE PLANNING .....	39
7.8	CAREER BREAKS.....	40
7.9	FAMILY AND DOMESTIC VIOLENCE SUPPORT .....	40
7.10	COMMUNITY LEAVE .....	42
<b>8.</b>	<b>OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>43</b>
8.1	WORKERS' COMPENSATION MAKEUP PAY .....	43
<b>9.</b>	<b>REDUNDANCY, REDEPLOYMENT, AND RETRENCHMENT .....</b>	<b>44</b>
9.1	APPLICATION OF CLAUSE .....	44
9.2	AVOIDANCE OF RETRENCHMENT .....	44
9.3	SELECTION FOR RETRENCHMENT.....	44
9.4	NOTICE .....	45
9.5	SEVERENCE PAYMENTS .....	45
9.6	TRANSFER OF BUSINESS.....	46
9.7	RELOCATION.....	46
9.8	OUTPLACEMENT AND EMPLOYEE ASSISTANCE PROGRAM .....	47
<b>10.</b>	<b>TERMINATION OF EMPLOYMENT.....</b>	<b>48</b>
10.1	NOTICE OF TERMINATION OF EMPLOYMENT.....	48
10.2	DISMISSAL PROCEDURE .....	49
<b>11.</b>	<b>CHANGE.....</b>	<b>50</b>
11.1	RELATIONSHIP BETWEEN THE PARTIES, EMPLOYEES, AND WHERE RELEVANT NOMINATED EMPLOYEE REPRESENTATIVES .....	50
11.2	RECOGNITION OF EMPLOYEE REPRESENTATIVES .....	50
11.3	INFORMATION SHARING .....	50
11.4	JOINT CONSULTATION.....	51
<b>12.</b>	<b>DISPUTE RESOLUTION.....</b>	<b>53</b>
<b>13.</b>	<b>EQUITY AND DIVERSITY IN THE WORKPLACE .....</b>	<b>55</b>
13.1	COMMITMENT .....	55
13.2	PRINCIPLES.....	55
<b>14.</b>	<b>UNION RIGHTS .....</b>	<b>56</b>
14.1	UNION RIGHTS OF ACCESS OR ENTRY .....	56
14.2	FSU WORKPLACE REPRESENTATIVES .....	56
14.3	TRADE UNION TRAINING LEAVE .....	56
14.4	INDUSTRIAL LEAVE .....	57
<b>15.</b>	<b>SIGNATORIES.....</b>	<b>58</b>



## 1. APPLICATION AND OPERATION OF THE AGREEMENT

### 1.1 PREAMBLE

This Agreement provides the cornerstone for ISA, and its Employees to create a workplace culture in accordance with company values and to help achieve business objectives.

### 1.2 INTRODUCTION

Industry Super Australia (ISA) manages collective projects on behalf of Industry SuperFunds with the objective of maximising the retirement savings of five million industry super members. These projects include research, policy development, government relations and advocacy as well as the well-known Industry SuperFunds Joint Marketing Campaign. All Industry SuperFunds are run in the best interest of members with a common goal of providing the best possible retirement outcome for members. This Agreement reflects these fundamental objectives and other important elements of our business, including terms and conditions of employment of Employees. ISA's ability to attract, retain and grow our business is determined by the employment terms and conditions that we can offer our staff and sets us apart from our competitors as well as being reflective of our strategy to support Industry SuperFunds.

### 1.3 TITLE OF AGREEMENT

This Agreement is to be known as the ISA Agreement 2017 (**Agreement**).

### 1.4 COMMENCEMENT OF AGREEMENT

This Agreement will commence operation seven days after it is approved by the Fair Work Commission and will expire on 30 June 2020.

### 1.5 COVERAGE OF AGREEMENT

This Agreement covers:

- (a) The Employer, comprising Industry Super Australia (ACN 158563270) (ISA);
- (b) The Employees of ISA; and
- (c) The Finance Sector Union of Australia (FSU) subject to s.201 (2) of the Fair Work Act 2009.

### 1.6 TERMS AND EFFECT OF AGREEMENT

The Agreement operates to the exclusion of the *Banking, Finance and Insurance Award 2010 (Award)* and replaces the IFS Agreement 2012. No term of this Agreement will apply to reduce any entitlement provided by the National Employment Standards (**NES**) in the *Fair Work Act 2009*.

### 1.7 DEFINITIONS

**ADO** means accrued day off.

**ADO Threshold** means the Employment Cost threshold above which employees are not entitled to access ADOs. The ADO Threshold is fixed at \$113,879.00 for the life of the

## Part 1: Application and Operation of the Agreement

Agreement, this being the threshold in operation at the time the Agreement came into operation.

**Alternative Employment** means the offer of employment in another role on terms and conditions different to those of the role that has become redundant.

**Award** means the *Banking, Finance and Insurance Award 2010*.

**AWOTE** means average weekly ordinary time earnings which is a measure of earnings by Australians from ordinary time work each week. As set out in the most recent annual figure published by the Australian Bureau of Statistics for the Full Time Adult Ordinary Time Earnings Trend (a.) (Cat No. 6302.0).

**Base Pay** means the base amount paid for the contracted hours of work excluding superannuation contribution, any loadings or allowances, or any other incentive, commission or bonus payments.

**Business Area** refers to distinct functional areas of the business, each of which is led by the Chief Executive or an Executive Manager.

**Charitable and Community Organisation** refers to a not-for-profit organisation that is registered as an income tax exempt charity.

**Child** refers to a biological child or a child under school age who is placed with the Employee for the purposes of adoption by the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a non-biological child who has previously lived continuously with the Employee for a period of six months or more.

**Concessional Contributions Cap** refers to the limits on Employer Superannuation contributions from before tax income and personal contributions for which an income tax deduction can be claimed. The caps are defined in the Income Tax Assessment Act 1997 – sect 291.20.

**Continuous Service** means work for the Employer on a regular and systematic basis (including any period of authorised leave or absence). Unpaid and unapproved leave does not count as service for leave accrual purposes, but does not break continuity of service.

**CPI** means Consumer Price Index, which is a measure of the average change over time in the prices paid by households for a fixed basket of goods and services. As set out in the most recent annual figure published by the Australian Bureau of Statistics for the Weighted average of eight capital cities All Groups CPI Groups (Cat No. 6401.0).

**Directly Comparable Position** means a position with the Employer which:

- Is at the same grade/level or above;
- Is at the same salary and benefits level;
- Does not entail a change in duties significant enough as to be unreasonable in the circumstances of the Employee's skills and ability; and
- Is at the same location or at another location which is within reasonable commuting distance.

## Part 1: Application and Operation of the Agreement

**Eligible Casual Employee** means an Employee employed in casual employment:

- (a) On a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

**Employee** means, unless otherwise stated, an employee of Industry Super Australia (ACN 158563270).

**Employee Couple** means two National System Employees, each of whom is a spouse or de facto partner of the other.

**Employer** means Industry Super Australia (ACN 158563270) for the purposes of Part 2-4 of the Fair Work Act 2009 pursuant to section 172(5) of the Fair Work Act 2009.

**Employment Cost (or EC)** means the sum of an Employee's Base Pay, Employer superannuation contributions (other than additional Employer superannuation contributions), and salary packaging items, but before any salary sacrificed Employee superannuation contributions or pay averaging adjustment.

**Executive Management Team** means all Executive Managers.

**Fixed-term Employment** means a contract of employment for a specified period of time where the time of commencement and the time of completion are unambiguously identified by a term of the contract.

**FW Act** means the *Fair Work Act 2009* (Cth).

**FWC** means Fair Work Commission

**Line Manager** means an Employee authorised to organise and supervise the work of other Employees.

**Mutual Agreement** means the process by which the Employer and Employees determine appropriate working arrangements. Key principles to be observed throughout the process are:

- Efficiency and effectiveness in meeting stakeholder and business needs;
- Effectiveness in meeting individual needs;
- Employee involvement in decisions relating to implementation of or changes to, work arrangements in their area;
- Openness and honesty;
- Both parties freely entering into any agreement; and
- Either party will not unreasonably withhold agreement.

**National System Employee** has the meaning given by section 13 of the FW Act

## Part 1: Application and Operation of the Agreement

**Ordinary Hours** means the hours prescribed by Clause 3.1 of the Agreement.

**Parties** means, unless otherwise stated, the parties to the Agreement as outlined in Clause 1.5 of the Agreement.

**Serious Misconduct**, means serious misconduct as defined at common law and in the FW Act and Fair Work Regulations 2009 (Cth) and includes conduct which is of such nature that it may be unreasonable for the Employer to be expected to continue the employment relationship.

**Spouse** includes a de facto or former spouse.

**Spread of Hours** means the spread of hours prescribed by Clause 3.2 of the Agreement.

### 1.8 INDIVIDUAL FLEXIBILITY AGREEMENT

1.8.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) The individual flexibility arrangement deals with one or more of the following:
  - Clause 7.3.1: Leave Loading;
  - Clause 4.3: Superannuation;
  - Clause 3: Hours of Work.
- (b) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the above matters addressed by the individual flexibility arrangement; and
- (c) The arrangement is genuinely agreed to by the Employer and the Employee.

1.8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the FW Act;
- (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.

1.8.3 The Employer must ensure that the individual flexibility arrangement:

- Is in writing;
- Includes the name of the Employer and Employee;
- 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;
- Includes details of:
  - The terms of this Agreement that will be varied by the arrangement;
  - How the arrangement will vary the effect of the terms;

## Part 1: Application and Operation of the Agreement

- 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
- States the day on which the arrangement commences.

- 1.8.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.8.5 A cooling off period of seven days from the signing of an individual flexibility arrangement shall apply, during which an Employee or the Employer may cancel the individual flexibility arrangement by giving 24 hours' notice to the other party.
- 1.8.6 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) At any time if the Employer and Employee both agree to this in writing.
- 1.8.7 The Employer is responsible for ensuring that all of the requirements of Clause 1.8 are met.
- 1.8.8 The Employer must provide copies of all flexibility arrangements made under this clause to the FSU, upon request.

## **2. EMPLOYMENT CATEGORIES**

### **2.1 EMPLOYMENT CATEGORY PREFERENCE**

The Employer is committed to utilising permanent Employees in preference to casual or Fixed-Term Employees. Additionally, Employees employed in part-time employment will be given the opportunity to access additional hours prior to the employment of additional Employees, provided that this meets business needs.

### **2.2 FULL-TIME AND PART-TIME EMPLOYMENT**

- (a) The Employer may employ Employees in full-time employment or part-time employment.
- (b) Employees employed in full-time or part-time employment will work Ordinary Hours in accordance with Clause 3.1.
- (c) A part-time Employee is a staff member who:
  - Works less than 37.5 hours per week;
  - Has reasonably predictable hours of work; and
  - Receives, on a pro-rata basis, equivalent pay and conditions to those of full-time staff who undertake the same kind of work except for the option of an ADO.
- (d) Employees employed in part-time employment will not be contracted to work less than three hours a day.

### **2.3 CASUAL EMPLOYMENT**

- (a) The Employer may employ Employees in casual employment.
- (b) Employees employed in casual employment will be employed on an hourly basis and may work on any day of the week, provided that they are engaged for a minimum of three hours on any given day.
- (c) Employees employed in casual employment will be paid at least the minimum hourly rate for the role performed plus a loading of 25%. The loading is in lieu of Annual Leave, Personal Leave, Long Service Leave and to compensate for the nature of the employment.
- (d) Employees employed in casual employment are not entitled to:
  - Paid public holiday absences under Clause 4.7;
  - Annual leave under Clause 7.3 of this Agreement;
  - Paid personal leave under Clause 7.1 of this Agreement;
  - Paid compassionate leave under Clause 7.2 of this Agreement;
  - Long service leave under Clause 7.4 of this Agreement (but this does not affect any entitlement to long service leave under any applicable State legislation);
  - Notice of termination under Clause 10.1 of this Agreement;

## Part 2: Employment Categories

- Severance pay under Clause 9.5 of the Agreement; or
- Paid parental leave.

### **2.4 PROBATION**

- (a) Employment with the Employer is conditional upon satisfactory performance during a probationary period. An Employee's probationary period is the first three months of employment when an Employee is required to demonstrate their aptitude and ability to perform in their role.
- (b) If an Employee's performance and/or conduct during the probation period is below the expected standard for the role in which they are employed, the Employer may extend the probation period for a further three months to enable further assessment of the Employee's suitability for the role.
- (c) During the probationary period, either Employee or Employer may terminate the employment relationship by providing two weeks' notice.

### **3. HOURS OF WORK**

#### **3.1 ORDINARY HOURS**

Ordinary Hours of work are:

- For Employees employed in full-time employment, 37.5 hours a week; and
- For Employees employed in full-time employment who take ADOs in accordance with Clause 3.3 of the Agreement, 150 hours over a four week cycle; or
- For Employees employed in part-time employment, the number of hours worked are as agreed in writing between the Employer and the Employee.

#### **3.2 SPAN OF ORDINARY HOURS**

Ordinary Hours of work may be performed between the hours of 7am and 7pm, on any day of the week.

If an Employee (other than an Executive Manager) works any of their Ordinary Hours on a Saturday, Sunday or an applicable Public Holiday, the Employee will be paid in accordance with Clause 3.8.5, Penalties, and Clause 4.7.2, Pay for work on Public Holidays.

#### **3.3 ACCRUED DAYS OFF (ADO)**

##### **3.3.1 Eligibility**

- Full-time Employees whose Employment Cost (EC) does not exceed \$113,879 (ADO Threshold) will have the option to access ADOs.
- The ADO Threshold of \$113,879 will not be indexed annually.

##### **3.3.2 Accrual of ADOs**

- Eligible Employees must confirm with their Line Manager their intention to access ADOs prior to accruing any time towards them.
- Once an Employee has confirmed their intention to access ADOs, this arrangement will remain in place for one full calendar year.
- Employees must ensure 150 hours are worked over 19 days in a 20 day cycle in order to access an ADO. This equates to working an additional 24 minutes per day in addition to the Ordinary Hours of work.

#### **3.4 TAKING OF ADOs**

- (a) Scheduling of ADOs will be determined by Mutual Agreement between an Employee and their Line Manager. In the event that Mutual Agreement is not reached, the Line Manager will determine the ADO.
- (b) In circumstances where there is Mutual Agreement that an ADO be deferred and the deferred day is not able to be taken during the following 20-day cycle, the ADO can be added to annual leave. No more than three ADOs may be added to an Employee's annual leave in a calendar year.



## Part 3: Hours of Work

- (c) Where an Employee takes paid leave during a four week cycle they will be credited with 7.5 hours for each day of paid leave.
- (d) Where the Employer nominates a shorter working day, the employee will be credited with 7.5 hours

### **3.5 CHANGES TO HOURS OF WORK**

- (a) The following guidelines are designed to ensure work patterns and working hours agreed between Line Managers and Employees are freely entered into in a manner consistent with the Mutual Agreement principles.
- (b) In the process outlined below, Line Managers are to ensure adequate time is allowed for Employees to consider the implications of the work schedules on their working and personal lives:
  - Establish operational requirements of the area based on business and stakeholder needs. The Line Manager should consult with Employees in making this assessment;
  - Determine staffing requirements and compare to current staffing arrangements, identifying shortfalls/surpluses if any;
  - The Line Manager may then discuss and agree with each Employee the most appropriate arrangement within which the Employee will work his or her Ordinary Hours;
  - Through individual discussion and group discussion, determine the Employee's individual work pattern requirements and preferences. Consideration should be given to a person's family and personal needs; and
  - Finalise overall staffing plan.
- (c) Where practical, the work team may generate an initial proposed work pattern. Where mismatches between preferences and proposed work patterns occur, these should be discussed by the Line Manager and Employee on an individual and/or group basis. Resolution of any differences should be sought through teamwork and give and take.
- (d) The agreed work pattern for each area will be the collective responsibility of the Employees at the work site, who will commit to meeting that schedule as a work team. Ad hoc adjustments facilitated by swapping of scheduled times between Employees will be acceptable, subject to ensuring that the requirements of the agreed work site schedule are met including that appropriate skills are available as required.
- (e) If issues cannot be resolved through these steps, Line Managers must make the decision on necessary modification to individuals' preferred schedules. If this does not resolve the issue, then the dispute resolution procedure (Part 12) of the Agreement can be utilised.

### **3.6 MEAL BREAKS**

- (a) It is the intent of this clause to provide guidelines for a common sense approach to breaks. Common sense allows for flexibility of timing in the day for breaks and on rare occasions the ability to defer a break. Nevertheless, where

appropriate, a uniform approach to the taking and scheduling of breaks during rostered hours will be agreed with Employees.

- (b) No Employee will be required to work more than five hours without an unpaid meal break unless an Employee's shift would normally finish during that break. The meal break will be at least 30 minutes.
- (c) The meal break may be extended subject to agreement being reached between the Employee and Line Manager.
- (d) Where an individual has any other break this should be by Mutual Agreement with their Line Manager. The Employer will facilitate Employees taking reasonable breaks during their working day.

### **3.7 BREAK BETWEEN WORKING DAYS**

All Employees will be entitled to a 10-hour break from the completion of one shift to the commencement of the next. If an Employee is required to work without a break of this duration the Employee will be paid at the rate of double time until they have been able to do so.

### **3.8 WORKING ADDITIONAL HOURS**

Employees are remunerated for the performance of the role in which they are employed. From time to time business imperatives may require Employees to work reasonable additional hours outside of their Ordinary Hours to achieve the efficient and effective performance of their duties.

In the event that there is a need for an Employee to work reasonable additional hours, the Employer will work with the Employees concerned to ensure that balance is restored as soon as practicable. The Employee concerned can seek to access options that suit their personal requirements as outlined in Clauses 3.8.3 (TOIL) and 3.11 (Flexible Working and Work Life Balance) as an offset for the additional hours worked and any inconvenience caused to the interruption to their work/life balance.

The following principles are to be used to assist Line Managers and Employees to agree on a process where additional hours are required to be worked and the arrangements for compensating for these additional hours. These principles seek to balance the operational needs of the business, our stakeholders' expectations and the needs of Employees.

#### **3.8.1 Principles**

- Excessive hours are not to be a regular occurrence.
- Emphasis is to be on output and contribution and not the hours worked.
- Working excessively long hours over a prolonged period can be detrimental to health and is seen as a potential occupational health and safety issue.

It is legitimate for Employees to refuse to work excessive hours in circumstances where the working of such hours would result in them working unreasonable hours. In considering what constitutes unreasonable hours the parties will have regard to the factors provided for under section 62(3) of the FW Act, which include:

## Part 3: Hours of Work

- Risks to Employee health and safety;
- Personal circumstances of Employees, including family responsibilities;
- The needs of the workplace and the Employer; and
- The notice (if any) given by the Employer of the additional hours and by the staff member of his/her intention to refuse it.

### 3.8.2 **Recognition of Additional Hours Worked**

Before an Employee engages in additional hours of work the Employee and Manager must agree as to how the additional hours worked will be recognised, as well as how many additional hours the Employee will work.

### 3.8.3 **Time Off in Lieu (TOIL)**

#### (a) **Hours Eligible for TOIL**

The following activities are eligible for time off in lieu:

- Time spent directly engaged in work activity outside of normal working hours (in most cases this will be from 8.30am to 5.00pm);
- Time spent travelling on work-related business on public holidays and weekends;
- Time spent travelling on work-related business on weekdays that is outside of and in addition to time that would normally be spent commuting to and from work;
- Hours worked in excess of Ordinary Hours which are eligible for TOIL include:
  - Interstate travel on work-related activities
  - Attendance at industry conferences
- Other hours worked in excess of ordinary hours may be eligible for TOIL at the discretion of the Line Manager.

#### (b) **Hours Ineligible for TOIL**

- Time spent travelling on work-related business on weekdays where that time would normally be spent commuting to and from work.
- Other activity associated with work-related travel which does not involve direct engagement in work activity or travelling to and from work activity is not eligible for time off in lieu. This includes:
  - Time spent at accommodation
  - Time spent at social events, meals etc.
- Where an Employee elects for reasons of personal preference to schedule work-related travel outside of normal business hours the provisions of this policy do not apply.

## Part 3: Hours of Work

### (c) **Accrual of TOIL**

- Where possible Employees should seek to adjust their Ordinary Hours by availing of a late start or early finish to take accrued TOIL.
- TOIL arrangements must be agreed to in advance between an Employee and their Line Manager.
- TOIL is calculated on an hour-for-hour basis to the nearest quarter-hour except for TOIL undertaken on a weekend or public holiday.
- In recognition of authorised work on a weekend and/or public holiday, or where an Employee is called back to work, TOIL accrued will be a minimum of four (4) hours and will accrue at a rate of one and a half hours for the first two hours worked, and two hours per hour worked thereafter.

### (d) **Taking TOIL**

- Requests to take TOIL must be made to and approved by an Employee's Line Manager before the TOIL is taken.
- TOIL is to be taken at a time that is mutually agreeable to both Employee and Line Manager.
- It is not considered reasonable to accrue an excessive amount of TOIL such that the Employee is unable to utilise the time off in an acceptable timeframe.

### (e) **Recording TOIL**

- Employees are required to keep a record of the hours worked which qualify for TOIL and provide a monthly record of TOIL accrued and accessed to their Line Manager.
- Line Managers are required to keep a record of TOIL accruals for their reports, and must reconcile this against any requests to take TOIL that they receive.
- Line Managers are responsible for ensuring that TOIL is managed in an effective and timely fashion.

## 3.8.4 **Overtime**

- (a) This clause does not apply to Executive Managers.
- (b) The Employer is required to pay overtime where an Employee, at the direction of the Employer, works in excess of his or her Ordinary Hours.
- (c) Work performed by an Employee employed in full-time employment, at the direction of the Employer, in excess of the Employee's Ordinary Hours on any day, Monday to Friday, will be paid at the rate of time and a half for the first two hours and double time thereafter.
- (d) Subject to Sub-clause 3.8.4(e), if an Employee employed in part-time employment is directed by the Employer to work hours in excess of the Employee's Ordinary Hours on any day Monday to Friday, the Employee will be paid for

### Part 3: Hours of Work

that work at the rate of time and a half for the first two hours and double time thereafter.

- (e) If an Employee employed in part-time employment is directed to work hours in excess of 37.5 hours a week the Employee will be paid for that work at the rate of time and a half for the first two hours and double time thereafter.
- (f) An Employee may elect, with the consent of the Employer:
  - to take TOIL instead of payment for overtime at a time, or times, agreed with the Employer in accordance with Sub-clause 3.8.3(d); or
  - to be paid at ordinary rates for the time worked and take time off at the rate of one half hour (for work that would otherwise attract time and a half) or one hour (for work that would otherwise attract double time) for each hour of overtime worked as the case may be.
- (g) The Employer must, if requested by an Employee, provide payment at the rate provided for the payment of overtime as prescribed by this clause for any overtime worked under this clause, where in accordance with sub-clause 3.8.3(d) time has not been taken within four weeks of the accrual.
- (h) If an Employee, entitled to be paid overtime under this clause, is directed to work after his or her normal or agreed hours for more than one and a half hours, and the period of overtime extends beyond 6pm, the Employee must be paid a meal allowance of \$15.63. A further allowance of \$12.85 must be paid if the overtime exceeds five and a half hours.
- (i) If an Employee, entitled to be paid overtime under this clause, is directed to work overtime on a Saturday, Sunday or Public Holiday for more than five hours, the Employee must be paid a meal allowance of \$15.63.
- (j) No Employee will be required to work for more than five hours without an unpaid meal break of at least 30 minutes.
- (k) The meal allowance of \$15.63 shall be increased in line with the amounts appearing in the Award.
- (l) The Employer will continue to review and appropriately adjust meal allowances annually in line with AWOTE each November.

#### 3.8.5 Penalties

This clause does not apply to Executive Managers.

- Employees who work outside of ordinary hours on any day of the week will be paid double time for the hours work outside the span of ordinary hours.
- Employees who work ordinary hours on a Saturday will be paid time and a half for the hours worked.
- Employees who work ordinary hours on a Sunday will be paid double time for the hours worked.

### **3.9 CHRISTMAS/NEW YEAR PERIOD**

Employees will be entitled to be absent, without loss of salary on the days their workplaces are closed for the Christmas/New Year period. As a minimum, these will be the days between the public holidays declared for Christmas and New Year.

In exceptional operational circumstances, Employees may be required to work during the Christmas/New Year period. If so:

- In the first instance, volunteers will be sought;
- No Employee will be required to work during this period if she / he demonstrates that her / his personal circumstances would be substantially adversely affected; and
- Employees who work during this period will be entitled to substitute annual leave days at time and a half.

### **3.10 ACHIEVABLE WORKLOADS**

- (a) To ensure the Employer meets its objective to deliver optimal stakeholder commitments and Employee satisfaction, there must be appropriate levels of staffing and the provision of adequately trained relief Employees.
- (b) The determination and provision of appropriate levels of staffing and adequately trained relief Employees are critical to eliminating unpaid overtime and allowing Employees to access leave entitlements and have achievable workloads that can be satisfactorily completed within an Employee's Ordinary Hours.
- (c) The Employer is committed to fully staffing workplaces in accordance with appropriate staffing methodologies. Staffing methodologies and relief models must be transparent, easily understood and applied consistently.
- (d) Staffing methodologies should be based on appropriate criteria including but not limited to the following:
  - Work design and job roles with reasonable and relevant performance expectations;
  - All performance criteria, both quantitative and qualitative, being mutually agreed;
  - Appropriate workloads that are achievable within Ordinary Hours;
  - Employee skills and experience, micro market demographics and business opportunities;
  - The adequacy of training provided for Employees to perform their current job roles;
  - Time away from work, including ADOs, Annual Leave, Compassionate Leave, Personal Leave, Domestic Violence leave, Parental Leave, TOIL, Long Service Leave and all training;

## Part 3: Hours of Work

- Allowance for rest breaks/personal time; and
  - Vacant positions being filled as soon as practical with temporary measures taken in the interim, if required.
- (e) The Employer recognises that Line Managers should be trained in the Organisation's staffing methodologies.
- (f) Information related to staffing methodologies will be made available at each workplace. Details on its day to day operation will be made easily accessible to all Employees.
- (g) The Employer undertakes to provide the FSU, on request, information in regard to staffing levels, including the number of part time and full time positions, across state and business units and a breakdown by gender.
- (h) Nothing in this clause shall be read as conferring a right to the provision of personal information about Employees bound by the Agreement to the FSU, or to a member of the FSU acting in a representative capacity, officer, or Employee of the FSU.

### **3.11 FLEXIBLE WORKING ARRANGEMENTS AND WORK LIFE BALANCE**

#### **3.11.1 Flexible Work Arrangements**

Where possible the Employer will endeavour to assist Employees who have caring responsibilities to manage these by accommodating requests for flexible working arrangements, taking into consideration the operational needs of the organisation and the Employee's team.

Flexible working arrangements may include:

- Changes in hours of work (e.g. reduction in hours, amended start/finish times)
- Changes in patterns of work (e.g. job sharing arrangements)
- Working from home.

#### **3.11.2 Eligibility to Request Flexible Working Arrangements**

- (a) An Employee may request a change in their working arrangements if they:
- Have responsibility for the care of their dependent Child under school age;
  - Have responsibility for the care of their dependent Child under 18 years of age who has a disability; or
  - Have responsibility for the care of a dependent spouse, sibling, elderly parent or grandparent.
- (b) Requests for flexible working arrangements must be made in writing to the Employer giving details of the change sought and the reasons for the change.
- (c) The Employer will respond to all requests in writing within 21 days of receipt stating whether the request has been approved. If a request for flexible working arrangements is refused the written response will include the reasons for this.

## Part 3: Hours of Work

### 3.11.3 **Work Life Balance**

Achieving an appropriate level of work life balance is important to the wellbeing of all of us. The Employer encourages its Employees to find an appropriate work life balance. Nevertheless, there will be times when business requirements are such that an Employee may need to work outside of normal business hours. Managers and Employees are reminded that, by arrangement with their Line Manager, alternative working hours may be worked by Mutual Agreement and TOIL may be offered in line with Clause 3.8.3.

### 3.11.4 **Elder and Childcare Support**

Management will attempt to assist Employees, who have Child and elderly care responsibilities, by adopting a flexible approach to work time arrangements where possible.



## **4. JOB CLASSIFICATION, REMUNERATION, AND SUPERANNUATION**

### **4.1 POSITION DESCRIPTIONS**

- Every Employee must have an up to date position description that accurately reflects his or her Key Result Areas (**KRAs**)
- Position descriptions will be reviewed as part of the annual performance appraisal process and updated as required.

### **4.2 ROLE REVIEWS**

Employees and their managers should discuss where a role has changed to the extent that a review is required.

### **4.3 SUPERANNUATION**

#### **4.3.1 Employer Superannuation Contribution**

- (a) The Employer will make contributions as required by Superannuation Guarantee legislation to an agreed Industry Superannuation fund of the Employee's choice. If the Employee fails to nominate a specific Industry Superannuation fund, the default fund is AustralianSuper.
- (b) Subject to clause 4.3.1(c), the Employer is committed to maintaining Employer superannuation contributions of 1.5% above the legislated minimum.
- (c) The Employer will make superannuation contributions of 1.5% above the Superannuation Guarantee, calculated on the Employee's Base Pay. If the Superannuation Guarantee increases during the life of the agreement, the Employer will increase the superannuation contribution, which will result in an increase in Employment Cost.

Where the superannuation contribution in respect to an Employee would result in the Employee exceeding the Concessional Contributions Cap, the Employee may elect to reduce the amount their Employment Cost paid as superannuation and increase the amount taken as Base Pay.

#### **4.3.2 Additional Employer Superannuation Co-contribution**

- (a) Employees who have elected to increase the amount of his or her superannuation contributions prior to the commencement of this Agreement, will have their Employer superannuation contributions increased as follows:
  - (i) If the Employee has increased the amount of their contributions by 1.0% of the Employee's Base Pay, the Employer will increase its contributions by 1.0% of the Employee's Base Pay.

## Part 4: Job Grades, Remuneration, and Superannuation

(ii) If the Employee has increased the amount of their contributions by 2.0% of the Employee's Base Pay, the Employer will increase its contributions by 1.5% of the Employee's Base Pay.

(iii) If the Employee has increased the amount of their contributions by 3.0% of the Employee's Base Pay, the Employer will increase its contributions by 2.0% of the Employee's Base Pay

### **4.4 ANNUAL EMPLOYMENT COST INCREASE**

#### **4.4.1 Eligibility for Annual Employment Cost Increase**

All Employees are eligible to receive the Employment Cost increases except:

- (a) Employees who were appointed to a new role after 1<sup>st</sup> March in the year of review. In determining the appropriate level of remuneration within this period, the Employer applies the upcoming remuneration increase in the salary package upon commencement of employment. The Employee is not eligible for another increase until the first full pay period of the following financial year); or
- (b) Employees who are undergoing performance counselling and have a performance improvement plan put in place. If the Employee makes the required improvements and the performance improvement plan ceases or is no longer applicable, the Employee will be entitled to a pro-rata payment of the increases prescribed by this clause, calculated from the date the performance action plan ceased.

#### **4.4.2 Annual Employment Cost Increase Entitlement**

- (a) All eligible staff will be entitled to an annual increase in Employment Cost of 3%
- (b) The annual Employment Cost increase will be payable from the first full pay period in each of the financial years, 2017/18, 2018/19 and 2019/20.

#### **4.4.3 Discretionary Employment Cost Increases**

Any salary increase or bonus payment outside of those specified above at Clause 4.4.2 or 5.4 is entirely at the discretion of the Employer

### **4.5 HIGHER DUTIES PAYMENTS**

From time to time Employees will be required to provide relief in another position. In circumstances where such relief is in a position that is graded higher than the normal position of the Employees concerned, the Employer will make a higher duties payment, subject to:

- Relief being provided in a role that is at a higher level for a period of at least five consecutive working days; and/or
- Payment being made at the Base Pay of the position relieved (unless the Employee's Base Pay already exceeds this figure) for the total period of the relief. Where the Employee's Base Pay exceeds the Base Pay of the

position relieved, the Employer will make a payment recognising the additional responsibilities.

#### **4.6 SALARY SACRIFICE**

The Employer offers salary sacrifice for personal superannuation contributions and other benefits.

#### **4.7 PUBLIC HOLIDAYS**

- (a) Employees other than casual Employees will be entitled to be absent from work on the following public holidays without loss of pay:
- New Year's Day (1 January);
  - Australia Day (26 January);
  - Anzac Day (25 April);
  - Good Friday;
  - Easter Saturday;
  - Easter Monday;
  - Queen's Birthday;
  - Christmas Day (25 December); and
  - Boxing Day (26 December).
- (b) If a day is legislated, declared, proclaimed, gazetted or otherwise prescribed as a public holiday in a State, Territory, or locality within a State or Territory in addition to or substitution for any of the days outlined under Sub-clause (a) of this clause 4.10, that day will be the public holiday for the purposes of this Agreement in lieu of the day specified in Sub-clause (a).
- (c) In addition to the public holidays outlined in Sub-clause (a) of this clause 4.7 Employees employed in full-time and part-time employment will be entitled to the following holidays without loss of pay:
- For Employees employed in NSW, Labour Day and August Bank Holiday;
  - For Employees employed in Victoria, Labour Day, Melbourne Cup Day and Grand Final Friday;
  - For Employees employed in Queensland, Labour Day and Royal Queensland Show Day;
  - For Employees employed in South Australia, Adelaide Cup Day and Labour Day;
  - For Employees employed in Western Australia, Labour Day and Foundation Day;
  - For Employees employed in Tasmania, Eight Hours Day, Royal Hobart Regatta Day, and Hobart Show Day;
  - For Employees employed in the Australian Capital Territory, Canberra Day, Labour Day, and Family and Community Day; and

## Part 4: Job Grades, Remuneration, and Superannuation

- For Employees employed in the Northern Territory, May Day, Darwin Show Day, and Picnic Day.
- (d) If in a locality a day is generally observed in substitution for any of the public holidays outlined in Sub-clause (a), then that day will be observed as a holiday in that locality.

### 4.7.2 **Pay for Work on Public Holidays**

- (a) If an Employee employed in Fixed-Term, full-time or part-time employment is directed to work on a day which is, under Sub-clause (a) of this clause 4.7, a public holiday for that Employee, the Employee must be paid, subject to Sub-clause (b) of this clause 4.7.2, for each hour worked, at the rate of double time and a half.
- (b) If an Employee employed in Fixed-Term, full-time or part-time employment is directed to work on a day which is, under Sub-clause (a) of this clause 4.7 a public holiday for that Employee, irrespective of the number of hours worked, the Employee must be paid for a minimum of three hours at the rate of double time and a half.
- (c) If an Employee employed in casual employment is required to work on a day which is, under Sub-clause (a) of this clause 4.7, a public holiday for that Employee, the Employee must be paid for each hour worked double time and a half the minimum hourly rate for the role performed. The Employee will also be paid the 25% loading entitlement in clause 2.3, which is also subject to the double time and a half payment.

## **5. PERFORMANCE AND DEVELOPMENT**

### **5.1 PRINCIPLES**

The Employer is committed to ensuring the effective operation of a Performance Appraisal cycle promotes regular, fair and objective appraisal of Employee performance, focuses on recognising Employee strengths, and identifies areas for development.

The Parties acknowledge that performance based-pay must be based on transparent and agreed performance standards.

All Employees will be made aware of the Employer's performance appraisal principles and process.

The parties agree that prior to undertaking the performance appraisal process all Employees and appraisers will undertake training in order that they:

- Are aware of and comply with the Employer's performance appraisal principles and processes; and
- Have the necessary skills to fulfil their role in the performance appraisal cycle.

The Parties agree that Employees will not be subjected to onerous and unfair forms of monitoring.

Supporting information justifying remuneration decisions is available to Employees on request from HR.

### **5.2 PERFORMANCE APPRAISAL PROCESS**

The performance appraisal process consists of biannual reviews. Performance planning occurs at the commencement of the performance appraisal cycle. Mid-year performance appraisals occur halfway through the performance appraisal cycle, and year-end performance appraisals occur at the conclusion of the performance appraisal cycle.

Employee performance will be appraised taking into consideration their delivery against the Key Result Areas (KRAs) for the role, the performance goals set at the commencement of the performance appraisal cycle, and the company values.

The Employer will maintain copies of each Employee's performance appraisal form. Employees will ensure a current copy of their performance appraisal form is given to People and Culture each time it is updated.

### **5.3 KEY RESULT AREAS AND PERFORMANCE GOALS**

- The Employer recognises the need for KRAs and performance goals to be fairly and equitably set, and that an Employee's commitment is maximised where the Employee has the opportunity to participate in the process of setting performance goals.
- KRAs are outlined in the position description for each role. KRAs may be updated from time to time to reflect role and organisational changes. Employees will

## Part 5: Performance and Development

be consulted regarding any changes to the KRAs in the position description for the role in which they are employed.

- KRAs will be aligned to business requirements and will be based on the following principles:
  - Performance standards will be easily understood and non-discriminatory; and
  - Performance standards will not be arbitrarily changed during their effective term.
- Throughout the performance appraisal cycle appraisal cycle Managers will ensure Employees have the opportunity to participate in setting the performance goals in their performance plan and that mutual agreement is reached. Any changes to these during the period will be by the same process.
- Factors that will be considered when setting KRAs and performance goals and appraising delivery against them will include (but not be limited to):
  - KRAs and performance goals will be reflective of the work being undertaken, realistic and achievable within ordinary working hours;
  - KRAs and performance goals will be able to be influenced by Employees and not rely on circumstances beyond an Employee's control;
  - A balance between work quality and quantity;
  - All approved time spent away from normal work duties and/or the workplace, e.g. Annual Leave and Personal Leave;
  - Work design and job roles with reasonable and relevant performance expectations;
  - Staffing numbers in the workplace;
  - An individual's performance will be considered relative to that of other members of the team;
  - Local market factors (including: variations based on socio-economic, demographic and operation variables within a specific geographic area);
  - Provision of appropriate and relevant training to perform current job roles; and
  - Provision of appropriate equipment and tools of trade required to perform current job role.

### **5.4 PERFORMANCE INCENTIVES**

- (a) All permanent Employees may have an opportunity to participate in an incentive opportunity within a year of review except those who:

## Part 5: Performance and Development

- Commenced employment after the 31 March in the year of review;
  - Are on probation;
  - Are subject to formal disciplinary action as a result of unsatisfactory performance;
  - Are employed on a letter of offer which specifically excluded them from participating in an incentive pool.
- (b) Performance incentives will be paid to eligible Employees by the end of the first quarter of the financial year.
- (c) Changes to the Incentive Scheme may occur from time to time and is at the discretion of the Employer. Any change to incentive targets or scheme will be dealt with in accordance with the Consultation clause contained within this Agreement.
- (d) Any dispute or concern regarding incentives will be dealt with in accordance with the Dispute Resolution Clause.
- (e) The awarding of any incentive payment is at the sole discretion of the Employer.

## **6. LEARNING AND DEVELOPMENT**

### **6.1 PRINCIPLES**

The Employer will provide the necessary learning and development opportunities required for all Employees to successfully perform their current job roles and to extend their skills and knowledge to equip them for changing role responsibilities and career growth.

### **6.2 COMMITMENTS**

The Employer commits to support Employees by:

- Providing access to and funding for quality work-related learning and development delivered through a variety of approaches, both internal and external;
- Allowing Employees paid time off work to attend work-related learning and development activities;
- Making accurate information regarding available learning and development activities easily accessible;
- Encouraging Employees to self-nominate for learning and development activities;
- Supporting learning and development that leads to nationally recognised qualifications, where appropriate; and
- Ensuring approved absences due to learning and development of more than a day are either covered by relief or target adjustments if required.

### **6.3 DEVELOPMENT PLANS**

- (a) Development plans will be agreed between Employees and their Line Manager as part of the performance appraisal process.
- (b) Development Plans will identify any relevant learning and development activities, including training, to assist the Employee in their current job role or prepare them for future career growth.
- (c) Employees are responsible for driving their own development and are expected to proactively identify development needs and suitable development activities to address these and raise these with their manager.
- (d) Line Managers will encourage Employees to further learn and enhance their skills by seeking out opportunities to relieve in positions of a higher grade or participate in project work.
- (e) Any Employee can seek to review their personal development plan at any time during the year. They should, in the first instance, raise the matter with their Line Manager. The Operations Manager may assist if required.
- (f) Personal Development Plans will be reviewed twice a year in line with the appraisal process.



## **6.4 STUDY ASSISTANCE**

The Employer may, at the discretion of management, provide financial support to Employees who undertake approved Development activity. The purpose of study assistance is to:

- Evidence the Employer's intent to encourage ongoing personal development;
- Provide consistency in the consideration and approval of study assistance requests whilst allowing flexibility to adjust the study assistance provisions based on the requirements of the Employee and the course; and
- Support involvement in courses that are related to intended future roles for the Employee as well as their present role. Conversely, study leave does not apply to courses which have no relevance to the Employee's present or future roles within the Employer.

### **6.4.1 Eligibility for Study Assistance**

Permanent Employees are eligible to apply for study assistance where:

- The proposed course is relevant to the Employee's career development; and
- The proposed course is relevant to the requirements of the business; and
- The Employee has consistently demonstrated above satisfactory, job performance.

### **6.4.2 Requests for Study Assistance**

Employees must apply for study assistance in writing. Requests must be approved by both the Employee's manager and the Operations Manager prior to the course of study being undertaken.

Reimbursement course-related costs will be made on successful completion of the course/ subject/ level - no reimbursement will be made in respect of courses not successfully completed.

Only those courses that are relevant to the Employer's business requirements and to the Employee's present or career focus within the Employer, and which provide the Employee with a formal qualification on completion will be considered for study assistance.

### **6.4.3 Study Leave**

Employees who have had their request for study assistance accepted are entitled to study leave for the duration of the course (i.e. from day one of each semester to the last exam day) as follows:

- 4 hours per week - to cover tutoring, lectures, study groups and private study time;
- One full day prior to the exam (for the preferred course in investment, advisory, the CFP or for degree courses - up to 3 days);
- The time needed for attendance at the exam.

## Part 6: Learning and Development

Study leave must be approved in advance by the Employee's Line Manager and is conditional upon work being reasonably up to date. Extra study time additional to that designated in the policy may be granted if the Employee has, at the Employer's behest, put in significant additional work hours but this provision should only be used where there is compelling and self-evident proof of the circumstance because it has the potential to expose accusations of favouritism.

### **6.5 REMIBURSEMENT OF PROFESSIONAL MEMBERSHIPS**

Permanent Employees who have passed their probation periods are entitled to claim either a full reimbursement for an essential professional membership (eg Legal Practitioner Licence) or a reimbursement of \$100 towards a non-essential professional membership (e.g. union).

## 7. LEAVE

### 7.1 PERSONAL/CARER'S LEAVE

#### 7.1.1 Definitions

For the purpose of this clause:

- **"Immediate family"** means the Employee's current or former spouse, de-facto spouse or partner, a Child (including an adopted Child, a step Child, an ex-nuptial Child, and an adult Child), parent, grandparent, grandchild or sibling of the Employee or of their current or former spouse, de-facto spouse or partner;
- **"Immediate household"** means persons normally resident in the same household as the Employee; and
- **"Unexpected emergency"** means an unexpected emergency affecting an Employee's household or member of their immediate family.

#### 7.1.2 Eligibility for Personal/Carer's Leave

This clause applies to Employees other than casual Employees (other than in relation to unpaid personal/carers leave).

Employees are entitled to paid Personal/Carer's Leave if the leave is taken:

- Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness or injury or unexpected emergency.

As a supplement to Employees' entitlements to compassionate leave under this Agreement, at the discretion of the staff member's Manager, paid Personal/Carer's Leave may also be granted for the illness or death of any other relative or close friend of the staff member.

#### 7.1.3 Personal/Carer's Leave Entitlement

- (a) Employees employed in full-time employment (including Fixed-Term Employees) and part-time employment (on a pro rata basis) will be entitled to:
  - 17 days of paid Personal/Carer's Leave in their first and second years of service with the Employer; and thereafter
  - 18 days of paid Personal/Carer's Leave per subsequent years of service.
- (b) All Personal/Carer's Leave under this clause accrues on a pro rata basis, will be credited in line with the pay cycle and is cumulative. The leave can be taken as full or part days.
- (c) During any probationary period, an Employee will be entitled to four days of paid Personal/Carer's Leave, with further paid leave, not exceeding 13 days, at the discretion of the Employee's Line Manager. Where an employee's

## Part 7: Leave

probation period is extended to six months under clause 2.4, he or she will be entitled to five days of paid personal/carer's leave in total for the six month period.

- (d) Subject to the notice requirements at Clause 7.1.6, an Employee is entitled to take an amount of paid Personal/Carer's Leave, including a half day or a full day, provided the Employee has accrued that amount of leave.
- (e) In addition to the entitlement to two days paid compassionate leave under Clause 7.2, an Employee may use up to three days Personal/Carer's Leave if a member of the Employee's immediate family, or a member of the Employee's household contracts or develops a personal illness, or sustains an injury, that poses a serious threat to his or her life, or dies.
- (f) In addition to the entitlement to two days paid compassionate leave under Clause 7.2 and in addition to the entitlement to use up to three days Personal/Carer's Leave as compassionate leave under Clause 7.1.3(e) , at the discretion of the Employee's Manager, an Employee may use an additional five days Personal/Carer's Leave where a member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness, or sustains an injury, that poses a serious threat to his or her life, or dies.

### 7.1.4 Unpaid Carer's Leave

Employees, including casual Employees, are entitled to two days of 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 personal illness, injury, or unexpected emergency.

An Employee cannot take unpaid carer's leave if the Employee could instead take paid personal/carer's leave.

### 7.1.5 Proof of Reasons for Leave

- (a) The Employee's Line Manager may require the Employee to support any absence with a medical certificate, letter or circular from a Child's school, Death Notice, or Statutory Declaration, appropriate to the reason given for the leave.
- (b) Employees are required to ensure that this leave is only used for the purpose intended. However, the Employee is entitled to five days of absences in any year of service without such documentary support ("undocumented days"), where any such absence does not exceed two consecutive working days.
- (c) If the Employee leaves work on a particular day with the Line Manager's consent to take personal leave, the Line Manager shall not require documentary support for that day, and that day shall not count as an undocumented day.

### 7.1.6 Notification of Leave

Where possible, an Employee shall notify their Line Manager in advance of their intention to take Personal/Carer's Leave, the reasons for such leave and the estimated length of absence.

## Part 7: Leave

If it is not possible for the Employee to give advance notice of their absence, the Employee shall notify their Line Manager by telephone at the first opportunity during their absence.

### **7.2 COMPASSIONATE LEAVE**

This clause applies to Employees employed in full-time and part-time employment (including Fixed-Term Employees).

Employees are entitled to up to two days' paid compassionate leave if a member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness, or sustains an injury, that poses a serious threat to his or her life, or dies.

An Employee entitled to compassionate leave under this clause may also be entitled to use Personal Leave for compassionate leave purposes in accordance with Clause 7.1.3(e) and Clause 7.1.3(f).

### **7.3 ANNUAL LEAVE**

#### **7.3.1 Annual Leave Entitlement**

Full-time staff members will be entitled to 20 days paid annual leave per completed year of service.

Annual leave accrues progressively and is cumulative. Part-time Employees accrue annual leave on a pro-rata basis. For the purposes of managing the accrual of annual leave, annual leave will be credited in line with the pay cycle.

Casual Employees are not entitled to paid annual leave entitlements.

Annual leave loading will be paid at the rate of 17.5% at the time that annual leave is taken.

#### **7.3.2 Taking Annual Leave**

Employees are responsible for ensuring that they access their annual leave entitlement appropriately, and do not accrue excessive annual leave.

The Employer may require an Employee to take annual leave by giving at least four weeks' notice where more than eight weeks' annual leave is accrued.

Annual leave will be paid on the usual pay day unless otherwise requested as pay in advance. To be eligible for pay in advance Employees must be on leave on a pay date.

#### **7.3.3 Cashing Out of Annual Leave**

Where an Employee has accrued in excess of 40 days of annual leave, he or she may apply to cash out annual leave provided the total amount of leave cashed out does not exceed 10 days and the amount of annual leave remaining is not less than 20 days.

To be eligible to cash out any portion of annual leave, the Employee must have taken at least 10 days of annual leave within the three months prior to accessing the cashing out of annual leave provision.

## Part 7: Leave

Employees may only access this cashing out of annual leave provision on one occasion during the life of this Agreement.

### 7.3.4 Procedure for Cashing Out Annual Leave

The cashing out of annual leave can only take place by agreement in writing between an Employee and the Employer.

The Employer will not approve any request for the cashing out of annual leave where:

- These requirements are not met;
- It would be inconsistent with the Employer's health and safety policies or the Employer's annual leave policy; or
- An Employee's remaining accrued annual leave would fall to less than one year's accrual (20 days for a full time Employee or 20 days pro rata for a part time Employee).

## 7.4 LONG SERVICE LEAVE

- (a) Employees other than casual Employees will be entitled to 13 weeks paid Long Service Leave at the completion of 10 years continuous service with the Employer.
- (b) Long Service Leave will accrue at a rate of 6.5 weeks per 5 years of continuous service.
- (c) An Employee with 5 years continuous service will be entitled to take their Long Service Leave on a pro-rata basis.
- (d) Upon completion of 5 years continuous service, an Employee who ceases employment with the Employer will receive a pro-rata payment equivalent to the accrued period of Long Service Leave.

## 7.5 PARENTAL LEAVE

- Eligible Employees, including Eligible Casual Employees, are entitled to parental leave in accordance with the FW Act, and supplemented by this Agreement and the Employers' policies. For the avoidance of doubt, the terms of the FW Act prevail to the extent of any inconsistency.
- The following types of leave associated with the birth or adoption of a Child are available:
  - Pre-natal Leave
  - Parental leave
  - Special maternity leave
  - ISAISA Paid Parental Leave
  - Unpaid parental leave

## Part 7: Leave

- The aggregate of special maternity leave, unpaid parental leave, and ISAISA Paid Parental Leave must not be more than 52 weeks unless an Employee's period of parental leave is extended in accordance with the FW Act.
- An Employee is not entitled to adoption-related leave if the Child that is to be placed with the Employee:
  - Is not under 16 on the day of placement;
  - Has or will have lived continuously with the Employee for a period of six months or more; or
  - Is a Child of the Employee or the Employee's spouse or de facto partner.

### 7.5.1 Pre-natal Leave

- Permanent Employees who have completed 12 months of continuous service are entitled to access pre-natal leave.
- An Employee who presents a medical certificate from a doctor stating that she is pregnant will have access to a total of 38 hours of paid pre-natal leave per pregnancy.
- An Employee who presents a medical certificate from a doctor stating that their partner is pregnant will have access to a total of eight hours of paid pre-natal leave per pregnancy.
- Employees are required to ensure that this leave is only used for the purpose intended. Medical certificates must be provided to support each absence.

### 7.5.2 Special Maternity Leave

Special maternity leave can be taken as follows:

- Where the pregnancy of the Employee terminates after 28 weeks (other than by the birth of a living Child), the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- Where an Employee suffers illness related to her pregnancy, she may take any paid Personal Leave to which she is then entitled and such further special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
- Special maternity leave may be taken as paid or unpaid leave. Paid special maternity leave is deducted from an Employee's 14 week ISA Paid Parental Leave entitlement. The total paid period of special maternity leave and ISA Paid Parental Leave may not exceed 14 weeks.
- The aggregate of paid or unpaid special maternity leave and paid or unpaid parental leave may not exceed 52 weeks unless an Employee's period of parental leave is extended in accordance with the FW Act.

7.5.3 **Parental Leave**

- Employees who have completed 12 months' continuous service are entitled to a total of 52 weeks' parental leave in relation to the birth or adoption of their Child.
- Where the Employee is entitled to access ISA Paid Parental Leave under Clause 7.5.3(a) that portion of the 52 week parental leave entitlement will be paid leave.
- Where the parents of the child are an Employee Couple, the combined total amount of parental leave available to both parents on a shared basis is 52 weeks unless an Employee's period of parental leave is extended in accordance with the FW Act.
- Parental Leave is available to only one parent in an Employee Couple at a time, in a single unbroken period, except that both parents in an Employee Couple may simultaneously take an unbroken period of up to three weeks at the time of the birth or placement of the child (concurrent parental leave).
- The aggregate of unpaid parental leave and ISA Paid Parental Leave must not exceed 52 weeks unless an Employee's period of parental leave is extended in accordance with the FW Act.

(a) **ISA Paid Parental Leave**

- Permanent Employees who are eligible for parental leave and are the primary care giver of a new child are entitled to receive payment from ISA for 14 weeks on full pay or 28 weeks at half pay.
- A permanent Employee who is eligible for Parental Leave and is not the primary caregiver is entitled to receive payment for 1 week on full pay. Should the Employee's circumstances change within 12 months of the birth or adoption of the Child and they assume the responsibilities of primary care giver, the Employee is entitled to receive payment for a further 13 weeks on full pay or 26 weeks on half pay.
- Where both parents are eligible Employees, the maximum amount of ISA Paid Parental Leave available within 12 months of the birth or adoption of a Child is 14 weeks. This entitlement may be taken by either parent or partially by both in a combination of their choice, in accordance with the provisions above.
- ISA Paid Parental Leave will count towards continuous service for accrual purposes and is inclusive of public holidays during the period in which ISA Paid Parental Leave is taken.

(b) **Unpaid Parental Leave**

- Where an Employee who is eligible for parental leave has exhausted paid parental leave entitlements, the remainder of the Employee's Parental Leave will be unpaid.
- Continued superannuation contributions by the Employer will be paid for the period of unpaid Parental Leave taken during the initial 52 week period of Parental Leave. Superannuation will not be paid on



unpaid leave during any subsequent extension to a period of parental leave.

- Unpaid parental leave does not break an Employee's continuity of service, but is not taken into account in calculating the Employee's period of service.

**(c) Notice and Evidentiary Requirements**

- An Employee will provide to the Employer prior to the expected date of the commencement of Parental Leave:
  - A notice stating the intended start and finish dates of the parental leave. This notice will be provided at least 10 weeks prior to the expected date of the commencement of the parental leave (or, if that is not practicable, as soon as practicable (which may be a time after the leave has started);
  - Written confirmation of the dates on which the Employee proposes to start and finish the period of parental leave (or notify the Employer of any changes to the intended start and end dates of the leave). This notice will be provided at least 4 weeks prior to the commencement of the parental leave;
  - On request by the Employer, the Employee must provide evidence that would satisfy a reasonable person:
    - In relation to birth-related leave: the date of birth, or expected date of birth, of the Child (such evidence may be a medical certificate);
    - In relation to adoption-related leave: the day of placement, or the expected day of placement, of the Child; and that the Child is under 16 as at the day of placement, or the expected day of placement, of the Child;

In the case of adoption, where the placement of the Child with an Employee does not proceed or continue, the Employee will notify the Employer as soon as is reasonably practical and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

**(d) Variation of Period of Parental Leave**

An Employee and the Employer may agree to vary a period of parental leave.

**(e) Transfer to a Safe Job**

Where an Employee is

- pregnant and entitled to Parental Leave;
- has already complied with the notice and evidence requirements for the taking of Parental Leave;
- is fit for work;

## Part 7: Leave

- in the opinion of a registered medical practitioner, illness or risks arising from the pregnancy or hazards associated with the Employee's work make it inadvisable for an Employee to continue in her present position; and
- She will, if the Employer finds it practicable, be transferred to safe duties until the start of Parental Leave. The Employer, as far as possible, will provide suitable safe duties that are appropriate for the Employee's classification level.
- If the Employee is transferred to safe duties, the Employer will maintain her salary and conditions.
- If safe duties cannot be provided by the Employer, the Employee will be placed on "no safe job leave" for the period that the risk continues, but not beyond the point at which the Employee begins Parental Leave.
- An Employee on no safe job leave will be paid her Employment Cost for her usual ordinary hours.

### (f) **Returning to Work After a Period of Parental Leave**

- An Employee is entitled to return to the position which he or she held immediately before commencing parental leave. In the case of an Employee transferred to an Appropriate Safe Job, the Employee will be entitled to return to the position they held immediately before such transfer.
- Where such position no longer exists but there are other positions available which the Employee is qualified for and suited, the Employee will be entitled to the position that is nearest in status and pay to that of the Employee's pre-parental leave position.
- Where such a position no longer exists and no other position is available for which the employee is qualified and which is comparable to the position which he or she held immediately before commencing parental leave or transfer to an Appropriate Safe Job, the terms of Part 8 Redundancy, Redeployment, and Retrenchment will apply.

### (g) **Replacement Employees**

- A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee taking a period of parental leave.
- Before the Employer engages a replacement Employee, the Employer will inform that person in writing of the temporary nature of the employment, the rights of the Employee who is being replaced, and what will happen to the temporary position at the conclusion of the appointment.

### (h) **Communication during Parental Leave**

Where an Employee is on parental leave and a decision has been made to introduce changes that will have a significant impact on the pay, status or location of the Employee's position, the Employer shall take all reasonable steps to:

- Make information available in relation to any significant effect the change will have on the pay, location, status, or responsibility level of the position the Employee held before commencing parental leave; and
- Provide an opportunity for the Employee to discuss any significant effect the change will have on the pay, location, status or responsibility level of the position the Employee held before commencing parental leave.

The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

(i) **Right to Request**

**Extended Parental Leave:**

- An Employee may request that the Employer allow the Employee to take an additional 12 months unpaid leave to care for their Child immediately following the initial period of Parental Leave.
- Applications for additional unpaid leave must be made by the Employee, in writing, to HR as soon as possible but not less than 4 weeks prior to the expiration of their period of parental leave.
- The Employer will respond in writing to the Employee's request within 21 days of the Employee's request being made. The Employer will only refuse the Employee's request on reasonable business grounds.
- Separately, an Employee may request that the Employer allow the Employee to extend the period of concurrent parental leave to a maximum period of eight weeks. The Employer's decision to extend leave pursuant to such a request is at the Employer's discretion.

**Return to Part-Time Work**

- An Employee entitled to Parental Leave may request the Employer allow the Employee to return from a period of Parental Leave on a part-time basis until the Child reaches school age to assist the Employee in reconciling work and parental responsibilities. Such a request must be made at least seven weeks prior to the date upon which the Employee is due to return to work from Parental Leave.
- The Employer will consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, the Employer may only refuse the request on reasonable business grounds.
- The Employee's request and the Employer's decision must be recorded in writing.

## 7.6 ADDITIONAL PAID LEAVE – PAY AVERAGING

- (a) Pay averaging arrangements allow Employees, subject to agreement, to increase their Annual Leave entitlement, in return for a reduced Employment Cost (**Pay Averaging**). Access to additional leave via Pay Averaging is subject to the following conditions:
- The Employee's immediate Line Manager must approve the Employee's participation in Pay Averaging;
  - Employees and their Line Managers must agree when annual and averaged leave will be taken as part of the approval process. Leave must be taken in a manner consistent with business needs and otherwise in accordance with this Agreement and the FW Act;
  - If an Employee has more than 20 days entitled annual leave credit, they must reduce their entitled annual leave credit to below 20 days before entering into Pay Averaging arrangements; and
  - Employees must enter Pay Averaging for a complete 12 month period at the commencement of either the calendar or financial year. Employees cannot withdraw from Pay Averaging during the 12 month period.
- (b) Subject to clause 7.6(a), staff may choose to average their pay to access an additional one week, two weeks, three weeks, or four weeks of Annual Leave.
- (c) An Employee's Employment Cost will be reduced by 1/52 for each extra week of leave. All salary based entitlements and conditions will be based on the Employee's reduced Employment Cost.
- (d) If an Employee ceases employment with the Employer whilst participating in Pay Averaging arrangement, any entitlements payable on termination shall be at the rate of pay they would be entitled to had they not entered into the arrangement.

## 7.7 LEAVE PLANNING

- (a) The Employer's objective is to accommodate leave preferences of Employees wherever possible. The Employer will not unreasonably refuse to agree to a request made by an Employee to take annual leave.
- (b) In normal circumstances annual leave should be taken during the calendar year following the year in which it accrues.
- (c) In preparing a leave plan the following process should, as far as practicable, occur:
- Line Managers and Employees should ensure that during each calendar year, Employees take at least one period of annual leave where they are absent for a minimum of ten consecutive days;
  - Management will be mindful of annual leave dates taken by individuals in the previous year and consider alternating opportunities to avail of leave at peak times e.g. school holidays, Christmas.

- Where an Employee transfers to a role in a different Business Area, existing annual leave arrangements will require agreement with the person to whom the Employee reports in his or her new role. The Employee should raise the issue of annual leave prior to the time of the transfer. Management should discuss proposed leave dates with the new Employees and gain an understanding of commitments e.g. pre-booked trips. Every effort is to be made to accommodate current annual leave plans particularly where the Employee has firm arrangements in place for their period of annual leave. Any changes to annual leave previously approved should be mutually agreed.

## **7.8 CAREER BREAKS**

- (a) The decision to grant a career break will be solely at the discretion of the Employer.
- (b) An Employee must complete a minimum of two years of continuous service before requesting a career break or between career breaks.
- (c) The maximum period for a career break is 12 months of unpaid leave, with a minimum period of 6 months of unpaid leave.
- (d) Subject to Clause 7.8(e) an Employee, on returning from a career break, will be entitled to a position at the same grade and salary level to that occupied before taking the career break.
- (e) When changes to the workplace or grading structure have occurred during, or are planned immediately after a career break, an Employee will return to a position as nearly comparable as possible taking into account their skills and abilities.

## **7.9 FAMILY AND DOMESTIC VIOLENCE SUPPORT**

### **7.9.1 Eligibility**

This clause is available to all Employees with the exception Casual Employees where Clause 7.9.6 does not apply.

### **7.9.2 General Principles**

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Employer is committed to providing support to staff that experience family and Domestic Violence.

Understanding the traumatic nature of family and domestic violence the Employer will support their Employee if they have difficulties performing tasks at work. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and Domestic Violence. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

## Part 7: Leave

### 7.9.3 **Definition**

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person that coerces or controls a member of the person's family or household or causes the family or household member to be fearful. It includes current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional, psychological or financial abuse.

### 7.9.4 **Confidentiality & Support**

All personal information concerning Domestic Violence will be kept confidential in line with relevant legislation. No information will be kept on the Employees personnel file without their express permission.

Anyone who is experiencing Domestic Violence can raise the issue with their line manager, People and Culture or their Union Delegate, in the knowledge that the matter will be treated sympathetically and confidentially.

The role of ISA is to:

- Provide a sensitive and non-judgemental approach;
- Discuss measures to prioritise safety in the workplace and make all reasonable efforts to provide a safe work environment for the employee;
- Identify an employee representative who will undertake training in handling family violence and privacy issues sensitively. The Employer will advertise the names of trained contacts across its workforce;
- Provide Employees with access to EAP that shall include professional trained specifically in domestic violence, to provide support in relation to the issues; and
- Where practicable, work with the employee to grant reasonable leave and adjust work schedules or location if required.

### 7.9.5 **Workplace Safety**

If it is determined that the disclosing Employee, other Employees or visitors of the Employer may be at risk of physical harm, the Employer will take reasonable measures to ensure their safety.

### 7.9.6 **Domestic Violence Leave Entitlement**

Employees experiencing Domestic Violence will have access to 5 days of paid Domestic Violence Leave per annum.

Where an Employee has exhausted their Domestic Violence Leave they may utilise personal leave as provided for under Clause 7.1.3 of the Agreement.

Subject to the evidentiary requirements in clause 7.9.6, this leave may be taken as whole or part days for the purpose of:

- (a) Attending medical or counselling appointments;
- (b) Sourcing alternative accommodation;

## Part 7: Leave

- (c) Attending appointments with a legal practitioner;
- (d) Attending legal proceedings;
- (e) Organising alternative care for members of their immediate family or household;
- (f) Organising alternative education arrangements for their children;
- (g) Rebuilding support networks; and
- (h) Other activities related to the experience of Domestic Violence.

### 7.9.7 Notice and Evidentiary Requirements

- (a) The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in Clause 7.9.5. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.
- (c) The Employer must take all reasonable measures to ensure that any personal information provided by the Employee to the employer concerns an employee's experience of Domestic Violence is kept confidential. This includes but is not limited to not keeping information on the Employee's personnel file without their express permission.

### 7.9.8 Adverse Action

No adverse action will be taken against an employee as a result of the Employee experiencing domestic violence.

## 7.10 COMMUNITY LEAVE

This clause applies to Employees employed in full-time and part-time permanent employment who have completed their probation period:

- Employees are eligible for a maximum of 1 day of paid Community Leave per year of service to provide volunteer assistance to a Charitable or Community Organisation. This leave will be deducted from their personal leave balance as provided for under Clause 7.1.3 of the Agreement.
- Community Leave may be taken in increments which collectively add up to one day.
- Employees may only apply for Community Leave for service to the community that is voluntary, unpaid, and which falls within the employee's ordinary hours of work.
- Employees may be required to provide evidence to support their request to take Community Leave, such as a letter from a charitable organisation.

## **8. OCCUPATIONAL HEALTH AND SAFETY**

- (a) The Employer recognises its moral and legal obligations to provide a safe and healthy workplace for Employees under various State/Territory Occupational Health and Safety Legislation.
- (b) The Employer is committed to involving people at all levels of the business in managing occupational health and safety matters in the workplace and as a minimum it will operate within relevant legislation.
- (c) As appropriate the Employer will call on professional resources for the purpose of:
  - (a) Workplace assessments;
  - (b) Occupational health and safety training; and
  - (c) Rehabilitation programs.
  - (d) The employer shall institute procedures for collecting information on the nature of hazards and incidence of injury which includes an internal system for reporting, recording and investigation of incidents, injuries and illness and the routine analysis of injury, illness and incident data.
- (d) The employer shall take prompt action to deal with any health and safety problems.

### **8.1 WORKERS' COMPENSATION MAKEUP PAY**

- (a) Where an Employee sustains an injury which qualifies the Employee for compensation under a relevant workers' compensation act in force in the state or territory of Australia in which the Employee works, the Employee will be entitled to make-up pay.
- (b) Make-up pay means a payment by the Employer of an amount representing the difference between the amount of monetary compensation being received by the Employee under the relevant workers' compensation legislation, and the Employee's base pay.
- (c) Make-up pay under this clause will be payable for a maximum period or aggregate of periods of 26 weeks in respect of incapacity arising from one injury.
- (d) The employment of the Employee will not be terminated within the period specified in 7.1(d) because of the incapacity or in order to avoid payment of make-up pay.



## **9. REDUNDANCY, REDEPLOYMENT, AND RETRENCHMENT**

### **9.1 APPLICATION OF CLAUSE**

This clause applies to all permanent Employees.

### **9.2 AVOIDANCE OF RETRENCHMENT**

- (a) Every effort will be made to avoid retrenchment through re-deployment, re-training, normal staff turnover and curtailing recruitment.
- (b) In filling vacancies first consideration will be given to suitably qualified Employees whose jobs are disappearing whilst observing the Employer's policy of appointing the best available person to a role.
- (c) An Employee will not be retrenched until all reasonable alternatives for continuing employment have been explored, and there are no Directly Comparable Positions available for the Employee.
- (d) Where an Employee is redeployed with the Employer to a Directly Comparable Position the retrenchment provisions of this Agreement will not apply.
- (e) Where an Employee cannot be redeployed in accordance with Clauses 9.2(b) and 9.2(c) above, as an alternative to retrenchment the Employee may be offered Alternative Employment. The offer of Alternative Employment will be in writing stating that normal retrenchment provisions will apply if the offer is not accepted and will include the following information about the proposed Alternative Employment:
  - Location;
  - Grade / Level;
  - Principal Duties; and
  - Employment Cost.
- (f) If the Employee accepts the Alternative Employment, a two-month trial period will apply to the Alternative Employment. Should either the Employee or the Employer find that the Employee is unsuited to the alternative position, the Employee's service will be terminated without loss of entitlement to severance payments under Clause 9.5, calculated to the last day of service.
- (g) The Employment Cost for the Employee being offered Alternative Employment will remain at its current level until overtaken by the Employment Cost for the Alternative Employment. For the purposes of this clause, the Employment Cost of the Alternative Employment will be the mid-point of the grade salary range.
- (h) The Employee shall be given a period of not less than two weeks to decide whether or not to accept the offer of the Alternative Employment.

### **9.3 SELECTION FOR RETRENCHMENT**

In determining which Employee(s) will be retrenched the Employer will consider:

- Ability to discharge duties;

- Special circumstances such as the need to retain specific skills;
- Individual preferences;
- Seeking expressions of interest in voluntary retrenchment from Employees in an area affected by redundancies; and
- Those Employees who have expressed an interest in a voluntary retrenchment.

The Employer's decision will be final.

#### **9.4 NOTICE**

- If the Employer has decided that redundancies need to be made, it will, at the earliest opportunity prior to issuing notice of retrenchments to affected Employees, advise the FSU of the approximate number of positions, that will be made redundant, the location of the positions that will be made redundant and the approximate time frame in which the positions will be made redundant.
- Nothing in this clause requires or permits the Employer to provide personal information about Employees bound by the Agreement to the FSU, or to a member of the FSU acting in a representative capacity, officer, or Employee of the FSU.
- All Employees to be retrenched will be given the maximum forewarning of likely retrenchment, including the proposed retrenchment date if available.
- An Employee who is notified of termination of employment on the basis of redundancy may require time off to seek other employment. Any time given will be by Mutual Agreement. If agreed, a maximum of one day off per week will be allowed during the Employee's final 4 weeks of Employment, including any time spent utilising the support services referred to in Clause 9.8.
- An Employee who is notified of termination of employment on the basis of redundancy and who finds an alternative position with another employer may terminate his or her employment prior to expiry of the notice period by Mutual Agreement, without forfeiting their entitlement to severance payments. The un-worked portion of notice will not be paid.

#### **9.5 SEVERANCE PAYMENTS**

- Upon termination through retrenchment, Employees shall be paid a severance payment calculated (on the basis of base pay) as follows:
  - Eight weeks' payment in lieu of notice (which includes notice under clause 10.1);
  - Three weeks' pay for each completed year of service (or four weeks' pay where an Employee has at least 1 year but less than 2 years' continuous service); and
  - A pro-rata payment for each completed month of service in the final year of continuous service.

- (b) An Employee entitled to a severance payment under Clause 9.5(a) will not be entitled to notice of termination of employment under Clause 10.1(b).
- (c) Where a retrenched employee has an arrangement in place to salary sacrifice personal superannuation contributions under Clause 4.3.2, their severance payment will be calculated on their pre-salary sacrifice base pay.
- (d) The minimum sum payable in respect of severance payment to Employees shall not be less than 11 weeks' payment (including any actual period of notice given). Employees whose service includes periods of full-time and part-time work will have their severance payments calculated taking these into account.
- (e) In addition to the severance payment outlined above Employees shall also be paid the following:
  - Any accrued annual leave loading (if entitled to it under Clause 7.3.1) ;
  - any accrued annual leave;
  - Any outstanding hours in the accruing of ADOs; and
  - Employees with more than three years of service will be paid for accrued long service leave on a pro-rata basis in accordance with Clause 7.4.
- (f) If the Employer has decided that redundancies need to be made, it will take all reasonable steps to ensure that any affected Employee who is on extended leave, for example, unpaid parental leave or extended sick leave is provided with the same information about redeployment opportunities as other affected Employees.
- (g) Retrenched Employees will be offered a retraining allowance of up to \$2,000.00 for the purposes of completing a program of study with a Registered Training Organisation. The allowance will only be paid directly to a Registered Training Organisation.

## **9.6 TRANSFER OF BUSINESS**

A change in the employing entity will not result in the redundancy of an employee's position, or give rise to an entitlement to severance or redundancy pay if the employee rejects an offer of employment made by another employer that:

- Is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the Employer or any of their related bodies corporate immediately before the termination; and
- Recognises the employee's service with the Employer or any of their related bodies corporate and continuity of any service-related entitlements.

## **9.7 RELOCATION**

Where an Employee is retrenched within 18 months of relocating at the request of the Employer, the Employer will pay reasonable removal expenses to return them to their original location provided the request to relocate is made within one month of leaving the Employer.

## **9.8 OUTPLACEMENT AND EMPLOYEE ASSISTANCE PROGRAM**

Retrenched Employees will have access to a career transition and employee assistance program.

## 10. TERMINATION OF EMPLOYMENT

### 10.1 NOTICE OF TERMINATION OF EMPLOYMENT

- (a) With the exception of Employees employed in Fixed-Term employment, this clause applies to permanent Employees employed in full-time and part-time employment.
- (b) The Employee may terminate the employment relationship by giving notice in accordance with the following table:

<b>Employee's period of continuous service</b>	<b>Period of notice</b>
Less than 3 years	At least 2 weeks
3 to 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (c) In circumstances other than a redundancy situation (in which case Part 9 applies) or termination for serious misconduct (in which case no period of notice is required), the Employer may terminate the employment of an Employee (in accordance with clause 10.2), by:
  - (i) Giving notice in accordance with the table set out in clause 10.1(b) and, where an Employee is 45 years of age or over and has had at least 2 years continuous service with the Employer, the Employer is required to provide an additional week's notice when terminating the employment relationship; or
  - (ii) Making payment in lieu of part or all of the period of notice. The payment will include the amounts ordinarily payable to the Employee including (for example) allowances, loading, penalties, and any other amounts payable under the Employee's contract of employment.
- (d) If an Employee does not give the required notice, the Employer may deduct from an amount due to the Employee on the termination of the employment, an amount equal to the remuneration that would otherwise have been payable in respect of the period of notice, which has not been worked.
- (e) By agreement between the Employee and the Employer, an Employee after giving notice, may leave their employment prior to the end of the notice period and receive payment up to the last hour worked only.
- (f) At the termination of an Employee's employment, the Employer will, at the Employee's request, provide the Employee with a certificate of service.

## **10.2 DISMISSAL PROCEDURE**

The Employer will not terminate an Employee's employment for misconduct (excluding serious misconduct) or poor performance without giving the Employee an opportunity to respond to any allegations about the Employee's conduct or performance.

An Employee may nominate to be accompanied by a representative of their choosing to support them in this process or act on their behalf, in accordance with Clause 11.2(a).

## **11. CHANGE**

### **11.1 RELATIONSHIP BETWEEN THE PARTIES, EMPLOYEES, AND WHERE RELEVANT NOMINATED EMPLOYEE REPRESENTATIVES**

- (a) In the face of continuing change and increased competitiveness throughout the banking and financial services industry, the Parties are committed to working together constructively to optimise the employment relationship in the implementation of this Agreement.
- (b) The Employer will need to continue to increase its competitiveness through improved customer service, ongoing structural reform, more cost effective practices, better work processes, investment in information technology, improved Employee satisfaction and development opportunities, and continuous improvements in efficiency and effectiveness.
- (c) To optimise the relationship between the Employer and its Employees, the Parties are committed to a co-operative approach to:
  - The continued improved efficiency and productivity of the Employer's business by ensuring that work practices are closely attuned to the current and future needs of the Employer;
  - The creation of a quality environment that is conducive to flexible work practices well placed to meet changing markets and competition as well as meeting individual needs; and
- (d) A climate which provides support for individuals to enhance their existing skills and develop and broaden their range of skills thereby providing prospects for greater rewards.

### **11.2 RECOGNITION OF EMPLOYEE REPRESENTATIVES**

- (a) The Employer recognises the role of nominated Employee representatives, including the FSU, in consulting with Employees over matters that pertain to the employment relationship. Where an Employee nominates a representative (which may include the FSU) the representative will recognise the importance of the speed of the consultative / dispute resolution process as important in achieving a contribution towards commercial success.
- (b) In order to facilitate the constructive engagement of Employees and their nominated representatives (which may include the FSU) in the process of workplace change on behalf of Employees the Employer will advise and consult with the nominated Employee representatives (which may include the FSU) on the process of workplace change.
- (b) FSU and the Employer agree to abide by constructive and appropriate procedures for liaison with members. Such procedures will be sensitive to both the needs of FSU for access to FSU members and the Employer's Employees at appropriate times and the business needs of the Employer.

### **11.3 INFORMATION SHARING**

- (a) The Parties recognise the need to have an informed and participative workforce in order to achieve improved work practices in an environment of structural and workplace change.

- (b) To facilitate information sharing, the Employer will provide the FSU with access to its email and notice boards for the placement of union materials pertaining to the employment relationship and its Intranet, provided that this access does not interfere with the efficiency or security of the Employer's systems.
- (c) Employees will be permitted to access the FSU Website to be informed of industrial and career related matters during working hours that may affect them.
- (d) Nothing in this clause requires or permits the provision of information about Employees bound by the Agreement to the FSU, or to a member of the FSU acting in a representative capacity, officer, or Employee of the FSU.

## **11.4 JOINT CONSULTATION**

11.4.1 This term applies if:

- (a) The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and/or
- (b) The change is likely to have a significant effect on Employees.

11.4.2 The Employer must notify the FSU and the relevant Employees of the decision to introduce the major change.

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

11.4.4 As soon as practicable after making its decision, the Employer must:

- (a) Discuss with the relevant Employees and their representative if any, including the FSU:
  - The introduction of the change;
  - The effect the change is likely to have on the Employees; and
  - Measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees.
- (b) For the purposes of the discussion — provide, in writing, to the relevant Employees and their representative if any, including the FSU:
  - All relevant information about the change including the nature of the change proposed;
  - Information about the expected effects of the change on the Employees; and
  - Any other matters likely to affect the Employees.

11.4.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees and their representative if any, including the FSU.



- 11.4.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their representative if any, including the FSU.
- 11.4.7 All parties must act in good faith in relation to the consultation process provided in this term.
- 11.4.8 In this term:
- (a) A major change is likely to have a significant effect on employees if it results in
- The termination of the employment of employees;
  - Major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
  - The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - The alteration of hours of work;
  - The need to retrain employees;
  - The need to relocate employees to another workplace;
  - The restructuring of jobs;
  - Changes to rosters; or
  - Changes to the legal or operational structure of the employer or business.
- (b) "Good Faith" includes obligations to meet, disclose information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- (c) In this term, Relevant Employees means the Employees who may be affected by the major change.

## 12. DISPUTE RESOLUTION

- 12.1.1 Where a grievance or dispute arises about a matter under this Agreement or in relation to the National Employment Standards it will be submitted to the following procedure:
- (a) As soon as is practicable after the dispute or claim has arisen, the Employee will take the matter up with their relevant and direct supervisor or Line Manager affording them reasonable opportunity to remedy the dispute or claim;
  - (b) Where the attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion between the Employee and their immediate supervisor would be inappropriate, the Employee will take the matter up with more senior levels of management;
  - (c) If the matter remains unresolved in so far as either party is concerned, the Operations Manager will be notified and will attempt to resolve the dispute or claim; and
  - (d) Where steps (a) to (c) have failed to resolve the matter or where the dispute or claim is of such a nature that a direct discussion between the Employee and their Line Manager and/or Operations Manager would be inappropriate, the Employee may notify a nominated representative which may include the FSU who, if the representative considers that there is some substance to the dispute or claim, will take the matter up directly with the Employer.
- 12.1.2 An Employee may contact a representative (which may include the FSU) to seek guidance and representation at any stage of this procedure.
- 12.1.3 If the matter is not settled, it can be submitted to the FWC by either party to the matter in an endeavour to resolve the dispute by conciliation in the first instance.
- 12.1.4 If the matter is still unable to be resolved, the dispute can be submitted to the FWC by either party to the matter in an endeavour to resolve the dispute by arbitration. The decision of the member of the FWC will bind the parties, subject to either party to the matter exercising a right of appeal against the decision to a Full Bench.
- 12.1.5 An Employee who is a party to the matter, or a representative nominated by the Employee (which may include the FSU), may notify the FWC of any dispute arising from this Agreement. The FWC will resolve the dispute by conciliation and/or arbitration.
- 12.1.6 Any dispute referred to the FWC under this clause should be dealt with by a member nominated by head of the Finance Industry Panel or the President.
- 12.1.7 The FWC shall have, in respect of conciliation and arbitration, all the substantive and procedural powers necessary or convenient for the just resolution of the dispute, as provided by the *Fair Work Act 2009* and/or any other relevant legislation. Without limiting the above, in arbitration the FWC may exercise procedural powers to determine matters related to representation, hearings, witnesses, evidence and submissions to make the arbitration effective.
- 12.1.8 The FWC shall:
- Avoid unnecessary formality, technicalities and legal forms;

## Part 12: Dispute Resolution

- Not be bound by the rules of evidence;
- Act according to equity, good conscience and the substantial merits of the case;
- Apply the principles of natural justice;
- Have the power to determine appropriate remedies to resolve the dispute; and
- Unless otherwise agreed by the parties to the dispute or their representatives, provide any decision in writing, accompanied (or followed) by written reasons.

12.1.9 Any arbitration proceeding shall, unless otherwise agreed between the parties to the matter, be recorded and transcribed.

12.1.10 Without prejudice to either party, all work will continue in accordance with this Agreement while the matters in dispute are being dealt with in accordance with this clause.

## **13. EQUITY AND DIVERSITY IN THE WORKPLACE**

### **13.1 COMMITMENT**

- (a) The Employer respects the differences between Employees, recognising that each person has individual skills and attributes to bring to their job and that different backgrounds, social and cultural experiences encourage innovation and flexibility within the workforce. As such the Employer is committed to creating an organisational environment that encourages people to strive for personal growth in the pursuit of business goals.
- (b) The Employer is committed to being an employer of choice within the financial services industry. The Employer recognises that to achieve such status it must assist Employees to balance the Employer's need for Employee commitment with their family commitments and other responsibilities. By recognising the value Employees place in balancing their family and work lives, the Employer believes it will continue to attract and retain the highest calibre of Employees.
- (c) The Employer recognises that Employees have a wide range of family commitments and that these may sometimes conflict with work demands. The Employer also recognises the business imperatives to address work and family issues. Wherever possible, the Employer will take a flexible approach to accommodate an Employee's family responsibilities.
- (d) The Employer will address and implement work practices and initiatives as a means of encouraging diversity that balances Employee requirements while matching the needs of the business.

### **13.2 PRINCIPLES**

The Employer encourages a work environment which supports workforce diversity and embodies the following principles:

- The creation of a work environment which is free from discrimination;
- The creation of a work environment which is free from harassment;
- The selection and promotion of Employees based on merit and the promotion of equal opportunity in employment;
- The acknowledgment that there must be a balance between work and other commitments such as family;
- Skill development for Managers to ensure their ability to manage diversity; and
- Opportunities for work related training and development.

## **14. UNION RIGHTS**

### **14.1 UNION RIGHTS OF ACCESS OR ENTRY**

An official of the FSU may enter the premises of the Employer, at any time, for any purpose connected to the exercise of their duties, including:

- Consultation with persons covered by the Agreement about their rights and obligations under the Agreement;
- Consultation with persons covered by the Agreement about the operation of the Agreement;
- To deal with disputes arising under the Agreement;
- consultation with Employees about the negotiation of a replacement agreement;
- To participate in induction meetings for new Employees of the Employer; and
- For any other purpose connected to the work of the Employees covered by this agreement, or the relationship between the FSU and the Employer.

However, nothing in this clause provides the FSU with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.

### **14.2 FSU WORKPLACE REPRESENTATIVES**

To facilitate a consultative and co-operative approach to Employee relations within the workplace, staff who have been duly appointed as FSU Workplace Representatives by the FSU Local Executive Secretary will be allowed reasonable and sufficient time and reasonable facilities during working hours to enable them to attend to their duties as Workplace Representatives, including:

- Representing members in enterprise bargaining;
- Representing the interests of members to the employer and industrial tribunals;
- Consulting with union members and other Employees concerning enterprise agreement negotiations;
- Participating in the operation of the union;
- Attending union education; and
- Addressing new Employees about the benefits of union membership at the time that they enter employment.

### **14.3 TRADE UNION TRAINING LEAVE**

(a) FSU Workplace Representative, with approval of the FSU and upon application to the Employer in writing, shall be granted up to 5 days leave with pay each calendar year, noncumulative, to:

- Attend trade union training, and
- Attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the Workplace Representative in contributing to the prompt resolution of disputes and or grievances in the workplace.

- (b) The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.
- (c) The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (d) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (e) Each Employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an Employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (f) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the union.
- (g) An Employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (h) An Employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- (i) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement.

#### **14.4 INDUSTRIAL LEAVE**


- (a) Where an FSU member holds an honorary official position in the FSU, the Employer understands that there may be additional duties which may include attendance as FSU conferences, Enterprise Council or Executive Committee meetings. Reasonable additional leave will be made available for anyone who holds an honorary official position provided it can be accommodated by the Employer taking into account the number of honorary officials employed by the Employer relative to the size of the Employer's workforce in the relevant state.
- (b) The FSU will provide written notification if any FSU member holds an honorary position and the extent of time required to carry out their duties.
- (c) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (d) Each Employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an Employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.

Part 15: Signatories

**15. SIGNATORIES**

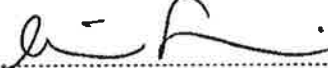
Signed on behalf of Industry Super Australia by its duly appointed officer in the presence of:

  
.....  
Officer  
DAVID WHITELEY  
Full name of Officer  
CHIEF EXECUTIVE  
Authority of Officer to sign  
Level 39, 2 Lonsdale Street, Melbourne Vic 3000  
Address of Officer  
26 APRIL 2017  
Date

  
.....  
Witness  
BERNARD L DEAN  
Name of Witness  
Lvl 39/2 Lonsdale St melb.  
Address of Officer vic 3000  
26/4/17  
Date

ISA Signed on behalf of the Finance Sector Union of Australia by its duly appointed officer in the presence of:

  
.....  
Julia Angrisano - National Secretary  
Officer  
Authorised by rule 49 of the FSU rules to sign  
Enterprise Agreements.  
Authority of Officer to sign  
341 Queen Street, Melbourne Vic 3000  
Address of Officer  
24 APRIL 2017  
Date

  
.....  
Witness  
Lien Somerand  
Name of Witness  
Level 2, B321 Pitt St SYDNEY, NSW  
Address of Officer  
24 April 2017  
Date

## IN THE FAIR WORK COMMISSION

Matter No: AG2017/1443

Applicant: Industry Super Australia

### UNDERTAKING

This is a written undertaking relating to the *ISA Agreement 2017 (Agreement)* pursuant to section 190 of the *Fair Work Act 2009 (Cth)*, which applies while the Agreement is in operation.

Industry Super Australia (**ISA**), the employer covered by the Agreement, undertakes that:

1. ISA under the Agreement it will pay each employee covered by the Agreement at the minimum rate of pay for their role as set out in the table below:

Role	Minimum annual salary	Minimum weekly rate	Description	Equivalent Award* Classification
<ul style="list-style-type: none"><li>• Entry Level Clerk</li><li>• Administration Officer</li><li>• Accounts Officer</li><li>• Data Entry Officer</li></ul>	\$60,000	\$1,153.85	<ul style="list-style-type: none"><li>• Administrative and clerical roles working within established policies and guidelines with limited discretion</li><li>• Activities include basic office administration, filing, copying and data entry under instruction</li></ul>	Levels 1, 2, 3 & 4
<ul style="list-style-type: none"><li>• Entry Level Legal Analyst</li><li>• Entry Level Policy Analyst</li><li>• Entry Level Financial Analyst</li><li>• Executive Assistant</li><li>• Project Coordinator</li><li>• Communications Coordinator</li></ul>	\$70,000	\$1,346.15	<ul style="list-style-type: none"><li>• Application of relevant specialist knowledge and experience to research and policy analysis</li><li>• Coordination of projects</li><li>• Provision of executive level administrative support</li><li>• Responsibility for work performed within established routines, methods and procedures</li></ul>	Level 4



<ul style="list-style-type: none"> <li>• Assistant Marketing Manager</li> <li>• Business and Events Manager</li> <li>• Operations Manager</li> </ul>	\$90,000	\$1,730.77	<ul style="list-style-type: none"> <li>• Delivering day-to-day operations relating to the business, events, marketing, communications, human resources, board secretariat and finance</li> </ul>	Levels 4 & 5
<ul style="list-style-type: none"> <li>• Senior Manager Brand and Marketing</li> <li>• Economist</li> <li>• Policy Analyst – Regulatory Policy</li> <li>• Adviser – Strategic Policy</li> </ul>	\$115,000	\$2,211.54	<ul style="list-style-type: none"> <li>• Management responsibility for operational planning and delivery in relation to stakeholder engagement and marketing</li> <li>• Responsible for delivery of high-level policy advice, relying on specialised knowledge obtained through formal qualification</li> <li>• Exercise of considerable discretion</li> <li>• Supervision of staff in lower level roles</li> </ul>	Levels 5 & 6

<ul style="list-style-type: none"> <li>• Chief Executive</li> <li>• Chief Economist</li> <li>• Director of Operations &amp; Marketing</li> <li>• Director of Policy</li> <li>• Director of Public Affairs</li> <li>• Director Strategic Engagement</li> <li>• General Counsel &amp; Senior Policy Manager</li> <li>• Specialist Retirement Policy Adviser</li> <li>• Public Affairs Manager – Member and Stakeholder Communications</li> </ul>	\$175,000	\$3,365.38	<ul style="list-style-type: none"> <li>• Senior management roles with responsibility for decisions as to strategic direction of organisation</li> <li>• Delivery of high-level policy advice relying on specialised knowledge obtained through formal qualifications</li> <li>• Lead and provide direction in relation to engagement with external stakeholders</li> <li>• Management of staff in lower level roles</li> </ul>	Not Award* covered
--	-----------	------------	--	--------------------

\***Award** refers to the *Banking, Finance and Insurance Award 2010*

2. The pay rates set out in the table above describe the minimum annual salary (exclusive of employer superannuation contributions) for full-time employees. Part-time employees are paid at the rates set out in the table above on a pro-rata basis. All employees work Monday to Friday during the ordinary hours prescribed by clause 22 of the *Banking, Finance and Insurance Award 2010*.

This undertaking is signed for and on behalf of ISA by David Whiteley, Chief Executive, Industry Super Australia.

Signed: 

David Whiteley  
 Chief Executive  
 Industry Super Australia  
 Date: 31 May 2017