



DECISION

Fair Work Act 2009

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

Teachers Mutual Bank Ltd

(AG2015/3712)

TEACHERS MUTUAL BANK ENTERPRISE AGREEMENT 2015

Banking finance and insurance industry

DEPUTY PRESIDENT SAMS

SYDNEY, 13 JULY 2015

Application for approval of the Teachers Mutual Bank Enterprise Agreement 2015.

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by Teachers Mutual Bank Ltd (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Teachers Mutual Bank Enterprise Agreement 2015* (the ‘Agreement’). The Agreement was negotiated with the Finance Sector Union of Australia (the ‘Union’) and three nominated Employee Bargaining Representatives (EBRs). The Agreement is to cover 404 employees who are employed in classifications up to Grade 5. I note that employees above Grade 5 are salary packaged employees. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 11 May 2015, and voting for the Agreement’s approval took place between 12 and 16 June 2015. The time limits under s 181(2) of the Act are thereby satisfied. In a vote for the Agreement’s approval, 238 of the 274 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 26 June 2015, thereby satisfying s 185(3) of the Act.

[3] In the Employer’s Declaration in support of the application (Form F17) Ms H O’Reilly, Chief Human Resources Officer, identified the *Banking, Finance and Insurance*

Award 2010 [MA000019] and the *Credit Union Award 1998* [AP772291] as the relevant reference instruments for the purposes of the Better Off Overall Test (the 'BOOT'). Ms O'Reilly said that the Agreement does provide for some terms and conditions that are less beneficial than those under the reference instruments, including reduced overtime entitlements for work performed on Saturdays, a less generous afternoon/late shift allowance and a reduction in the maximum accrual of annual leave. However, the Agreement provides for a number of terms and conditions that are in excess of, or more beneficial than those under the reference instruments, including higher rates of pay, enhanced redundancy entitlements and more generous paid parental leave entitlements. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 57 and 62 respectively, and a disputes resolution procedure at clause 61 provides for conciliation and arbitration by the Commission.

[4] At a hearing of the application on 8 July 2015, Mr M *Sicurella* appeared for the applicant, Mr D *Peddie* for the Union and Ms M *Sloggett* and Ms K *Kempton* in their respective capacities as EBRs. Mr *Sicurella* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. He explained that rates of pay are to be increased by 3.25% on 1 July 2015, 2016 and 2017 with provision for further bonuses linked to Organisational Performance. Mr *Peddie* supported the submission of Mr *Sicurella*. The Union had filed a Declaration in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that it wishes to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement. Ms *Sloggett* and Ms *Kempton* both indicated that they were happy with the Agreement.

[5] Having heard the parties' submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Teachers Mutual Bank Enterprise Agreement 2015*. Pursuant to s 54 of the Act, the Agreement shall operate from 15 July 2015 and have a nominal expiry date of 30 June 2018.



DEPUTY PRESIDENT

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Teachers Mutual Bank Enterprise Agreement 2015

1. Title

This Agreement is the Teachers Mutual Bank Enterprise Agreement 2015.

2. Scope and Application

- (1) This Agreement represents the consolidation of wages and conditions of employment for all employees covered by this Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and Agreements in connection with that subject matter.
- (2) This Agreement should be read in conjunction with the *National Employment Standards* (NES) provided that to the extent of any inconsistencies this Agreement will apply but will not reduce any NES entitlement.
- (3) This Agreement replaces the Teachers Mutual Bank Enterprise Agreement 2012 and operates to the exclusion of the *Banking, Finance and Insurance Award 2010*.

3. Definitions

Agreement means *Teachers Mutual Bank Enterprise Agreement 2015*

BDM means Broker Development Manager

BRM means Business Relationship Manager

CPA means Certified Practising Accountant

FSU means Finance Sector Union

FWC means Fair Work Commission

LWOP mean Leave Without Pay

NES means National Employment Standards

NPAT means Net Profit After Tax

PCLWOP means Personal/Carers Leave Without Pay

RDO means Rostered Day Off

TMB means Teachers Mutual Bank

4. Agreement Coverage

This Agreement shall cover Teachers Mutual Bank Limited, ABN 30087650459 (TMB) and employees of TMB up to and including Grade 5.

5. Date and Period of Operation

This Agreement shall operate from seven (7) days after the date of approval by Fair Work Australia with a nominal expiry date of 30th June 2018.

6. Rates of Pay

- (1) All employees will be allocated a Grade in accordance with the descriptors in Appendix A and the evaluation of the role they are performing in accordance with Clause 8 of this Agreement.
- (2) The minimum full-time annual rate of salary payable to employees shall be as follows:

Table 1 – Full-time Adult Salaries

Grade	1 July 2015	1 July 2016	1 July 2017
Grade 1	\$41,000	\$42,333	\$43,708
Grade 2	\$46,000	\$47,495	\$49,039
Grade 3	\$51,000	\$52,658	\$54,369
Grade 4	\$57,000	\$58,853	\$60,765
Grade 5	\$65,000	\$67,113	\$69,294

- (3) No employee other than a Trainee will be paid less than they would be eligible to be paid in terms of Schedule B of the *Banking, Finance and Insurance Award 2010*. Trainees will not be paid less than they would be eligible to be paid in terms of Schedule E of the *Banking, Finance and Insurance Award 2010*.

7. Salary Increases

Employees will be entitled to a 3.25% salary increase effective the first full pay period after 1 July 2015, 2016 and 2017.

8. Job Evaluation

- (1) The *Hay Group Job Evaluation Methodology* is the current system used to evaluate jobs at TMB.
- (2) The Hay Group method of evaluation provides a disciplined system for determining the relative importance and value of different jobs and the critical relationships between them within an organisation. It measures the knowledge and skill required in a role (*Know-How*), the ability and responsibility to solve problems (*Problem Solving*) and the achievement of end results (*Accountability*). Only when a position changes dramatically will it be eligible to be re-evaluated and evidence of an increase in the skill, knowledge and/or accountability required must be demonstrated.
- (3) The Chief HR Officer and the Senior Manager - HR are responsible for evaluating jobs in consultation with the relevant Senior Manager or Executive Manager.
- (4) Any dispute arising from a job evaluation should be addressed with the Chief HR Officer in the first instance. Where required a position may be referred to the Hay Group for further independent analysis.

9. Organisational Performance Bonus

- (1) In addition to the salary increases outlined in Clause 7 of this Agreement, a bonus linked to organisational performance will be paid to all employees covered by this Agreement.
 - (a) The bonus will be paid where net profit after tax (NPAT) as a percentage of average assets exceeds a minimum threshold of 0.60% AND exceeds budget by more than 0.05%.
 - (b) When both the above thresholds are reached 0.5% of the total salary pool will be payable plus 0.1% for every additional 0.01% that NPAT exceeds budget.
- (2) The budget will be allocated equally as a fixed dollar amount between all eligible employees and will be paid on a pro-rata basis for part-time employees.
- (3) Employees under performance management will not be eligible for any organisational performance bonus.
- (4) Any bonus payable in accordance with this clause will be paid in the first pay after audit sign-off of TMB's financial results each year.

10. Junior Rates of Pay

- (1) Where an employee under the age of 21 is employed to do a full time comparable job with the same duties and responsibilities as an employee already performing those duties, they will be paid at the adult wage.
- (2) If the responsibilities are diminished, TMB retains the right to pay the employee at the appropriate junior wage no less than the relevant scale as detailed in the Banking, Finance and Insurance Award 2010 and in accordance with the table below:

Table 2 – Junior Pay Rates

Age	Percent of applicable adult base rate
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

11. Trainee Salaries

Salaries for Trainees who are in their first year of employment will increase effective the first full pay period after 1 July each year of the Agreement as detailed below.

Table 3 — Trainee Salaries

	July 2015	July 2016	July 2017
School Leaver (Year 12)	\$21,928	\$22,641	\$23,377
Plus 1 year out of school	\$25,552	\$26,383	\$27,240
Plus 2 years out of school	\$29,638	\$30,601	\$31,596
Plus 3 years out of school	\$33,903	\$35,005	\$36,143
Plus 4 years out of school	\$33,903	\$35,005	\$36,143
Plus 5 years out of school	\$33,903	\$35,005	\$36,143

12. Hours of Work

- (1) The ordinary hours of work for full-time employees will be either:
 - (a) 140 hours per month exclusive of meal breaks, or
 - (b) 150 hours per month exclusive of meal breaks which includes the accrual of one (1) RDO per month allocated on the first day of each month.
- (2) Periods of absence whilst on any type of paid leave during the month will not reduce the RDO accrual for that month.
- (3) An employee may work a maximum of 10 ordinary hours per day exclusive of meal breaks by agreement.
- (4) The span of ordinary hours of work will be 7:00 am to 10:00 pm Monday to Saturday and 9:00 am to 5:00 pm Sunday.
- (5) All ordinary hours of work performed on a Sunday will attract a 100% loading.
- (6) At the request of the employee, and where mutually agreed, an arrangement may be made to work outside the span of ordinary hours at ordinary time rates provided such arrangement meets the operational needs of TMB as well as the personal, family and financial needs of the employee.
- (7) Arrangements for weekend working hours will be freely agreed between each employee and their Manager, following full and open, non-coercive discussion between the parties. These discussions will take into account the personal, family and financial needs of the employee and the business needs of TMB. In

the event of agreement not being reached, the matter may be resolved in accordance with Clause 61 of this Agreement.

- (8) Working hours will be arranged over a maximum of five (5) days per week, except where an employee reaches agreement with their Manager to arrange their hours over six (6) days per week.
- (9) Meal breaks shall be between 30 minutes and one (1) hour duration, as mutually agreed. An employee shall not be called upon to work in excess of five (5) hours without a meal break except where the daily hours to be worked are six (6) hours or less and the employee applies to work for that extended period without such a break and the organisation agrees. Furthermore, in emergency circumstances a meal break may be deferred by mutual agreement.
- (10) Full-time, part-time and casual employees will be employed for a minimum of three (3) hours for each start or a lesser amount with mutual agreement.

13. Shift Work Allowances

- (1) Employees who are rostered to work until at least 7:00 pm on any day between Monday to Saturday as part of their normal scheduled working hours will be paid a loading of 7.5% for all hours worked.
- (2) Employees who relieve an employee and work until 7:00 pm will be paid the 7.5% loading for the days they work until 7:00 pm.
- (3) Employees who are rostered to work outside the span of ordinary hours as part of their ordinary hours of work will be paid a 30% loading for all hours worked outside the span of ordinary hours. This clause overrides Clause 16.1 (b) of this Agreement.
- (4) In relation to Public Holidays, a shift which traverses midnight will be deemed to fall on the day on which the majority of hours are worked.
- (5) Employees who relieve in a role working outside the span of ordinary hours will be paid overtime instead of a shift loading for the hours worked outside the span of ordinary hours.
- (6) Absences due to an employee being on paid leave will not result in the cessation of payment of these allowances to them during leave, except where the employee is on paid Parental Leave.
- (7) This clause does not apply to IT staff, Business Relationship Managers (BRMs), Broker Development Managers (BDMs) or Mobile Lenders.

14. Rostered Days Off (RDOs)

- (1) Full-time employees who are rostered to work 150 hours per month exclusive of meal breaks will accrue one (1) RDO per month allocated on the first day of each month.
- (2) Periods of absence whilst on any type of paid leave during the month will not reduce the RDO accrual for that month.
- (3) RDOs must be approved in advance by the relevant Team Leader, Supervisor or Manager.
- (4) Employees may accrue up to five (5) RDOs. These may be taken either as single days or as a block. Any RDO balances in excess of five (5) days will be automatically paid out in the next pay period without the need to consult.
- (5) An employee may request to have RDOs paid out at the rate of single time by advising their direct report and the Staff Payroll Officer.
- (6) Absences of LWOP or PCLWOP for less than a whole month will not affect the accrual of RDOs.

15. Rostering Arrangements

- (1) The following process of setting and varying employees' hours is intended to promote harmony between the business needs of TMB and the personal needs of individual employees. The emphasis is on reaching agreement between TMB and its employees.
- (2) Each employee will mutually agree with their Supervisor/Manager, the number of hours they will work and the times at which they will work, in accordance with Clause 12 of this Agreement.
- (3) Each employee's roster will be designed to satisfy the business requirements of TMB while accommodating each employee's personal, family and financial needs.
- (4) Where mutual agreement cannot be reached between an employee and his/her Supervisor/Manager, the matter may be resolved in accordance with Clause 61 of this Agreement.
- (5) One option, which may be considered when trying to accommodate both the operational requirements of TMB and the personal needs of the individual employee, is a transfer. All transfers will be in accordance with Clause 52 of this Agreement.

16. Overtime

- (1) Full-time employees (excluding Grade 5 employees) will be paid overtime at the rate of time and one half for the first three hours and double time thereafter, calculated on a daily basis, if they work the following times with the approval of their Supervisor/Manager:
 - (a) more than their normal rostered hours in a day.
 - (b) outside the span of 7:00 am to 10:00 pm Monday to Saturday.

An employee is not entitled to include time worked as defined in (a) above in a claim under (b) so as to receive two payments in respect of the time worked.

- (2) Overtime performed on a Sunday will be paid at double time.
- (3) An employee working overtime will be allowed a 20 minute paid rest break once the employee has worked five (5) hours since the last rest break.
- (4) Meal breaks may be extended by mutual agreement to a period not exceeding one (1) hour provided that any time taken in excess of the paid break determined by this clause will be unpaid.
- (5) An employee working approved overtime on a day they are rostered to work will be paid a meal allowance if they work two (2) hours longer than their rostered ordinary hours in a day or more than nine (9) hours in a day, whichever is the greater.
- (6) An employee working approved overtime on a day they are not rostered to work will be paid a meal allowance after working in excess of 5.5 hours in a day and a further meal allowance if they work another 5.5 hours.
- (7) An employee may elect, with the consent of their Supervisor/Manager, to take time off in lieu of payment for overtime at a time or times agreed. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate; that is one (1) hour for each hour worked as overtime.
- (8) An employee who takes time off in lieu of payment for overtime is still entitled to any meal allowance that would have been payable at the time of working the overtime.
- (9) The minimum payment for overtime worked on a day that is not an employee's normal working day will be two (2) hours at overtime rates.
- (10) TMB may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. TMB will provide at least 24 hours' notice when overtime is required to be worked. In exceptional circumstances this period may be less with the mutual agreement of the employee.

(11) If the employer requests an employee to work overtime the employee may refuse the request if:

- (a) the request is not reasonable, or
- (b) the refusal is reasonable.

(12) In determining whether a request, or a refusal of a request, to work overtime is reasonable, the following must be taken into account:

- (a) the operational requirements of TMB and the nature of the work performed by the employee.
- (b) the employee's personal circumstances, including family responsibilities.
- (c) whether the employee could reasonably expect that TMB might request them to work overtime.
- (d) the type of employment of the employee (for example, whether full-time, part-time, casual or shift-work).
- (f) the amount of notice in advance given by TMB when making the request.
- (g) in relation to the refusal of a request - the amount of notice in advance given by the employee when refusing the request.
- (h) any other relevant matter.

(13) When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(14) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(15) If on the instruction of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty they must be paid at double rates until they are released from duty for such period. They will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. This clause does not apply to staff who are rostered on standby and are recalled to work.

17. Travel Time Payment

- (1) An employee who is required to travel between TMB's Sydney-based offices or within the Metropolitan or Regional Area where they are employed will be paid all additional costs incurred in such travel including a motor vehicle allowance in accordance with Clause 18.1 of this Agreement for any additional kilometres travelled. Overtime will not be paid for additional time taken to travel in these circumstances.
- (2) An employee who is required Monday to Friday to travel outside the Metropolitan or Regional Area where they are employed will be paid all additional costs incurred in such travel including a motor vehicle allowance in accordance with Clause 18.1 of this Agreement for any additional kilometres travelled. In addition, the employee will be paid for all hours travelled outside the employee's ordinary hours of work at the applicable overtime rate.
- (3) An employee who is required on a weekend to travel outside the Metropolitan or Regional Area where they are employed will be paid at ordinary time rates for all hours spent travelling. For the purpose of assessing the duration of the travel, the time spent travelling by the most direct route from home to home shall be included.
- (4) In addition to the above the employee will be paid for all time worked at the applicable overtime rates.

18. Allowances

The following allowances will apply for the term of this Agreement.

1. Motor Vehicle Allowance

When an employee is requested by the employer to use their own motor vehicle in connection with the employer's business the employee will be entitled to a motor vehicle allowance as published by the Australian Tax Office and reviewed annually.

2. Standby and Call-Back Allowance

- (a) An employee required to be available by roster for standby to perform work outside their ordinary working hours shall be paid a standby payment at the following rate:

Table 4 — Standby Allowance

Standby period	Allowance
Monday to Friday inclusive	\$27.50 per day
Saturday, Sunday, Public Holidays, RDOs or days on which the employee is rostered off work	\$55.00 per day

- (b) An employee who is formally rostered to standby and is recalled to work shall be paid in accordance with Clause 16 of this Agreement. For the purpose of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route shall be included. The minimum payment for work performed under this clause shall be two (2) hours at the appropriate overtime rate.
- (c) An employee who is not formally rostered to standby but is recalled to work shall be paid in accordance with Clause 16 of this Agreement and shall be entitled to a minimum payment of two (2) hours at the appropriate overtime rate. For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route shall be included.

3. First Aid Allowance

TMB will appoint a certified First Aid Officer at each office in accordance with *Workplace Health and Safety Code of Practice* recommendations. Occupational First Aid Officers will be paid a first aid allowance of \$14.50 per week.

4. Meal Allowance

A meal allowance of \$16.50 will be paid to an employee who is entitled to a meal allowance in accordance with Clause 16 of this Agreement. If the overtime exceeds 5.5 hours a further allowance of \$15.00 will be paid.

5. Broadband Allowance

An employee who is required by TMB to have internet access to perform work at home will be provided with a fortnightly pre-tax allowance of \$30.00. This allowance will not be paid when on LWOP or absences of four (4) or more weeks of Annual Leave or Long Service Leave. Employees who request to work from home will not be entitled to Broadband allowance.

6. Higher Duties Allowance

- (a) An employee required to relieve in a position at a higher grade for a period of at least five (5) consecutive working days will be entitled to either the minimum rate for the Grade of the position they are relieving in or a Higher Duties allowance as detailed below, whichever is the greater. Public holidays that fall within the higher duties period will be recognised as working days in relation to this entitlement. The Chief HR Officer may approve higher duties in other special circumstances.

Table 5 — Higher Duties Allowance

Grade	Allowance
Grades 2 and 3	\$25 per week
Grade 4	\$50 per week
Grades 5 and 6	\$100 per week
Grade 7	\$250 per week
Team Leader	\$75 per week
Supervisor	\$125 per week

- (b) Any period of acting in a lower grade position will not result in a decrease in salary.

19. Corporate Uniform

- (1) New full-time employees (other than BRMs, BDMs, Mobile Lenders and their support staff) will be allocated an initial uniform allowance and thereafter, on 1 July each year, an annual allowance in accordance with Appendix B of this Agreement.
- (2) Part-time staff will receive an allowance on a pro-rata basis calculated on the number of days worked each week.
- (3) Employees who have a formal working from home arrangement will receive an allowance on a pro-rata basis calculated on the number of days they are required to attend the office.
- (4) Employees who fall pregnant will be allocated an additional one-off allowance in accordance with Appendix B of this Agreement to cover the purchase of maternity uniform items.

- (5) The design and range of the uniform reflects equal employment opportunity principles and guidelines.
- (6) If uniforms are not compulsory in a section, and an employee elects not to wear the corporate uniform, such employee will not receive a uniform allowance and will observe a professional standard of dress at all times.
- (7) Employees will be responsible for the proper maintenance of the uniform.

20. Public Holidays

- (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes on that day.
- (2) However, the employer may request an employee to work on a public holiday if the request is reasonable.
- (3) If the employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (a) the request is not reasonable, or
 - (b) the refusal is reasonable.
- (4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (a) the operational requirements of TMB and the nature of the work performed by the employee.
 - (b) the employee's personal circumstances, including family responsibilities.
 - (c) whether the employee could reasonably expect that TMB might request work on the public holiday.
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of work on the public holiday.
 - (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shift-work).
 - (f) the amount of notice in advance of the public holiday given by TMB when making the request.

- (g) in relation to the refusal of a request - the amount of notice in advance of the public holiday given by the employee when refusing the request.
- (h) any other relevant matter.

21. Meaning of Public Holiday

- (1) The following are public holidays:
 - (a) each of these days:
 - (i) 1 January (New Year's Day)
 - (ii) 26 January (Australia Day)
 - (iii) Good Friday
 - (iv) Easter Monday
 - (v) 25 April (Anzac Day)
 - (vi) Queen's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - (vii) 25 December (Christmas Day)
 - (viii) 26 December (Boxing Day)
- (2) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- (3) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (a), then the substituted day or part-day is the public holiday.
- (4) Payment for absence on public holiday:
 - (a) If an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.
- (5) Payment for working on a public holiday:

- (a) For work done on any of the holidays referred to above double time shall be paid except for Christmas Day and Good Friday when double time and a half shall be paid. In all cases a minimum payment of four hours at overtime rates will be payable provided the employee is available to work for four hours.

22. NSW Bank Holiday

The first Monday in August is designated a public holiday for TMB employees in New South Wales. TMB will be open for business on this day. All employees employed in New South Wales who are rostered to work on the first Monday in August of any given year will be required to work on that day and will be paid at ordinary time rates. These employees will receive a substitute day off to be taken by the end of January the following year. Approval in advance to take this substitute day must be sought from your direct report.

23. Employer Superannuation Co-contributions

In addition to the compulsory Superannuation Guarantee Contribution for employee's covered by this Agreement, the employer will match up to 3% of an employee's annual base salary that they may choose to make as an additional superannuation contribution on a dollar for dollar co-contribution basis.

24. Salary Sacrificing for Superannuation

- (1) All employees employed under this Agreement have the option to sacrifice part of their salary for superannuation purposes. This means an employee can pay any personal contribution to their superannuation from their pre-tax salary. The principal purpose of salary sacrificing is to restructure the way an employee receives their salary to suit their individual needs and potentially maximise their take home pay. Employees considering salary sacrificing are advised to seek independent financial advice.
- (2) Salary sacrificing will not reduce an employee's total salary amount for the purpose of superannuation, severance and termination payments and for the calculation of allowances, penalty rates and overtime.

25. Part-time Employees

- (1) A part-time employee is any employee working less than 70 hours per fortnight. A part-time employee will work regular days and regular hours. Upon

commencement of employment with TMB part-time employees will have their regular days and hours of work detailed and provided in writing. A part-time employee will be paid for ordinary hours worked at the rate of 1/35 of the weekly rate prescribed for the work performed in accordance with Clause 6 of this Agreement.

- (2) A part-time employee may be required from time to time to work additional hours in order to undertake compulsory training. Such training which is conducted outside a part-time employee's regular hours of work will be paid at overtime rates in accordance with Clause 16 of this Agreement. Adequate notice will be provided in order for arrangements to be made.
- (3) Any additional hours worked during the normal span of hours in accordance with Clause 12 (4) of this Agreement, to meet the operational needs of TMB will be by mutual agreement. Additional hours of up to a total of 70 per fortnight will be paid at ordinary time rates and attract additional leave accruals. Hours worked in excess of 70 per fortnight will be paid for at overtime rates in accordance with Clause 16 of this Agreement.
- (4) Part time employees will accrue leave entitlements and uniform allowances on a pro rata basis.

26. Casuals

- (1) Casual employees will be paid an hourly rate of 1/35 of the weekly applicable rate for the job they are employed to perform, plus the following appropriate additional loading in lieu of paid Annual Leave, public holidays, Personal/Carers leave and jury service.
- (2) 25% for work performed Monday to Saturday.
- (3) 100% for work performed on Sundays and Public Holidays.

27. Grade 5 Employees other than BRMs, BDMs, Mobile Lenders or IT Staff

Grade 5 employees who are not BRMs, BDMs, Mobile Lenders or IT staff are subject to the terms of this Agreement except as follows:

- (1) Grade 5 employees do not receive payment for overtime worked unless approved by a Senior Manager or Executive Manager for work on special projects.
- (2) Periods of higher duties of four (4) weeks or more will reduce RDO entitlements by one (1) day per four (4) week period. TMB recognises these

positions as semi-managerial and undertakes to provide these employees with the flexibility required to meet the business requirements of TMB while accommodating the personal, family and financial needs of individual employees.

- (3) Grade 5 employees have the option of salary sacrificing the purchase of a laptop computer and/or tablet if used primarily for business purposes and a similar device has not already been supplied by TMB. This facility is conditional upon there being no additional costs to TMB or any adverse taxation issues for TMB at any time.

28. Business Relationship Managers (BRMs)

BRMs are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) The hours worked by these employees will be flexible, varying as their position requires from time to time and not tied to the standard hours specified elsewhere in this Agreement for other employees.
- (2) BRM's are entitled to one (1) RDO per month allocated on the first day of each month.
- (3) BRMs do not receive payment for overtime worked except when required to attend weekend seminars or conferences. As far as practicable such weekend work will be capped at two (2) weekends per calendar year per BRM however all weekend work performed in accordance with this clause will be paid at the overtime rates outlined in Clause 16 of this Agreement.
- (4) BRMs and BRM Support Officers are entitled to a uniform allowance in accordance with Appendix B of this Agreement.
- (5) BRMs will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on Annual Leave or Long Service Leave.
- (6) TMB will pay all legitimate travel, entertainment and accommodation expenses incurred while on approved work trips.
- (7) BRMs have the option of salary sacrificing the purchase of a laptop computer and/or tablet if used primarily for business purposes and a similar device has not already been supplied by TMB. This facility is conditional upon there being no additional costs to TMB or any adverse taxation issues for TMB at any time.

29. Broker Development Managers (BDMs)

BDMs are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) The hours worked by these employees will be flexible, varying as their position requires from time to time and not tied to the standard hours specified elsewhere in this Agreement for other employees.
- (2) BDMs are entitled to one (1) RDO per month allocated on the first day of each month.
- (3) BDMs do not receive payment for overtime worked.
- (4) BDMs are entitled to a uniform allowance in accordance with Appendix B of this Agreement.
- (5) BDMs will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on Annual Leave or Long Service Leave.
- (6) TMB will pay all legitimate travel, entertainment and accommodation expenses incurred while on approved work trips.
- (7) BDMs have the option of salary sacrificing the purchase of a laptop computer and/or tablet if used primarily for business purposes and a similar device has not already been supplied by TMB. This facility is conditional upon there being no additional costs to TMB or any adverse taxation issues for TMB at any time.

30. Mobile Lenders

Mobile Lenders are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) Mobile Lenders will be paid for 70 hours per fortnight and no overtime will be paid.
- (2) Mobile Lenders are responsible for managing their own hours of work. Weekend work and public holidays should be managed on an as needed basis.
- (3) Mobile Lenders are not entitled to RDOs however the role allows for flexibility provided Member needs are met at all times.

- (4) Mobile Lenders are entitled to a uniform allowance in accordance with Appendix B of this Agreement.
- (5) Sales and Relationship Relief Officers are entitled to a uniform allowance in accordance with Appendix B of this Agreement.
- (6) Mobile Lenders will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on Annual Leave or Long Service Leave.
- (7) TMB will pay all legitimate travel, entertainment and accommodation expenses incurred while on approved work trips.
- (8) Mobile Lenders have the option of salary the purchase of a laptop computer and/or tablet if used primarily for business purposes and a similar device has not already been supplied by TMB. This facility is conditional upon there being no additional costs to TMB or any adverse taxation issues for TMB at any time.
- (9) Mobile Lenders are entitled to bonuses based on the volume and value of loans funded as per the Mobile Lender Agreement.

31. Information Technology (IT) Staff

IT staff are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) IT staff will be paid a standby allowance as outlined in this Agreement if they are rostered to be on standby.
- (2) Grade 5 IT staff do not receive payment for overtime worked unless approved by a Senior Manager or Executive Manager for work on special projects or in situations that are business critical.
- (3) IT staff who are required to perform work while on standby and that work does not require them to attend the office will be paid for the time spent undertaking the work provided that a minimum of one (1) hour at ordinary time rates will be paid for each occasion and that only one (1) payment will be paid in any one (1) hour period.
- (4) IT staff who are not on standby but are required to perform work outside the span of ordinary hours or in addition to their normal hours in a day and that work does not require them to attend the office will be paid at the applicable overtime rates for the time spent undertaking the work provided that a minimum of one (1) hour will be paid for each occasion and that only one (1) payment will be paid in any one (1) hour period.

- (5) IT staff who are required to work from home will be provided with an appropriate toolkit to perform this work.
- (6) IT staff who are required to return to the office to perform work while on standby will be paid call back rates in accordance with Clause 18.2 of this Agreement.
- (7) No mileage will be paid for staff using their own vehicle to return to work but the length of the call out will be calculated for the time spent travelling from home to work and home again.

32. Trainees

Trainees are subject to the terms of this Agreement except as outlined below:

- (1) TMB's Traineeship Program is a two year program.
- (2) During the first 12 months Trainees will be paid as outlined in Clause 11 of this Agreement.
- (3) Trainees will be required to complete a Certificate IV in a relevant discipline during the period of their Traineeship and will be provided with structured training for 20% of the time.
- (4) On successful completion of the first 12 months Trainees will be paid the minimum Grade 2 salary in accordance with Clause 6 of this Agreement for the next 12 months of the Traineeship.

33. Redundancy, Redeployment and Retrenchment

- (1) Redundancy may occur in a situation where the work being performed by an employee is:
 - (a) no longer required to be performed by anyone within TMB,
 - (b) required to be performed at a different location not within reasonable commuting distance of the employee currently performing the role, or
 - (c) restructured and allocated to other employees on an ongoing basis.
- (2) Where a position is made redundant in the first instance TMB will make reasonable efforts to redeploy the employee concerned. All due consideration will be given to redeploying the employee into a directly comparable position if available. A directly comparable position is one which:

- (a) is at the same classification level and does not involve a reduction of salary, and
 - (b) is a position which the employee has the skills and experience required to perform the role to a reasonable standard, or
 - (c) is a position for which the employee should be able to perform to a reasonable standard after a reasonable period of training and time in the job, and
 - (d) is at the same location or is within reasonable distance and travelling time from the employee's place of residence, taking into consideration the employees usual travel arrangements.
- (3) If, however, an employee chooses to take a position at a lesser grade and salary then that salary will apply from the end of the notice period.
- (4) In situations where redeployment is not an option the employee will be retrenched. In these situations the following severance payments will apply:
- (a) six (6) weeks' notice of retrenchment.
 - (b) three (3) weeks' pay for every year of service capped at 60 weeks.
- (5) An employee is not entitled to payment under this clause if they have refused an offer of employment in a directly comparable position as outlined above.
- (6) Counselling through TMB's Employee Assistance Program will be offered to employees who are retrenched.
- (7) Outplacement services which include assistance with preparing resumes, applying for jobs and interviewing skills will be offered as required.
- (8) The severance payment shall be calculated on a pro-rata basis for completed months of continuous service with TMB.

34. Personal/Carer's Leave and Compassionate Leave

Personal/Carer's Leave and Compassionate Leave shall apply in accordance with relevant Federal legislation. In addition the following provisions shall apply:

Personal/Carer's Leave

- (1) A full-time employee will progressively accrue 14 days of paid Personal/Carer's Leave per annum.
- (2) Accrued paid Personal/Carer's Leave may be taken when the employee is:

- (a) not fit for work because of a personal illness or injury affecting the employee; or
 - (b) providing care or support to a member of their immediate family or household who requires such care or support because they have a personal illness or injury;
 - (c) required to attend planned medical appointments or hospital stays relating to the employee or a member of the employee's immediate family or household; or
 - (d) are affected by an unexpected emergency.
- (3) Casual employees and employees who have exhausted their accrued paid Personal/Carer's Leave may access two (2) days of unpaid Carer's Leave for each occasion the employee is required to provide care or support to a member of the employee's immediate family or household as outlined in this clause.
- (4) Any period of unused Personal/Carer's Leave will accumulate from year to year.
- (5) The Chief HR Officer may grant additional Personal/Carer's Leave under this clause, either paid or unpaid.

Compassionate Leave

- (1) An employee is entitled to a period of up to two (2) days of paid Compassionate Leave for each occasion to care for and/or spend time with a member of the employee's immediate family or household who:
- (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life.
- (2) TMB may require an employee who has given notice to take Compassionate Leave to provide a medical certificate or other written evidence of the personal illness or injury relating to the member of the employee's immediate family or household.

Bereavement Leave

- (1) An employee is entitled to three (3) days of paid Bereavement Leave after the death of a member of the employee's immediate family or household which includes leave to attend the funeral.

- (2) Where an employee has not taken the maximum period of Compassionate Leave in respect of the death of a member of the employee’s immediate family or household, Bereavement Leave may be extended to a maximum of five (5) days.
- (3) An employee is entitled to a period of up to one day’s paid Bereavement Leave to attend the funeral of a close friend or relative not defined as “immediate family”. This leave may be extended to two days where distance or other special circumstances reasonably justify. Approval must be sought in advance from the Chief HR Officer for such extension.
- (4) TMB may require an employee who has given notice to take Bereavement Leave to provide a death certificate or other written evidence appropriate to the circumstances.

35. Personal/Carer’s Leave Payout Option

- (1) Employees who take less than three (3) days Personal/Carer’s Leave in a year have the option to be paid out some of this leave up to a maximum of three (3) days on the following basis:

Table 6 — Personal/Carer’s Leave Payout Option

Leave Taken	Maximum Pay Out	Carry Forward
0 days	3 days	11 days
1 day	2 days	11 days
2 days	1 day	11 days
3 days	0 days	11 days

- (2) An employee may only elect to cash out Personal/Carer’s Leave provided that:
 - (a) Paid Personal/Carer’s Leave must not be cashed out if the cashing out would result in the employee’s remaining accrued entitlement to paid Personal/Carer’s Leave being less than 15 days, and
 - (b) Each cashing out of a particular amount of paid Personal/Carer’s Leave must be by a separate agreement in writing between TMB and the employee; and

- (c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (3) Personal/Carer's Leave year will be calculated from anniversary date to anniversary date. Employees will be advised in writing of the maximum payout available each year.
- (4) An employee who has been on unpaid leave during the year will not be entitled to a payout under this clause for that year.

36. Long Service Leave

1. Employment prior to 21 October 1996

Employees who commenced employment prior to 21 October 1996 will be entitled to Long Service Leave as follows:

- (a) An employee who has completed 10 years continuous service with TMB will be entitled to 13 weeks Long Service Leave.
- (b) After an employee has completed 10 years' service, Long Service Leave will accrue at the rate of 6.5 days for each subsequent full six (6) months of service.
- (c) Except in extraordinary circumstances, an employee is required to give three months' notice when applying for Long Service Leave. The minimum period taken will be one (1) week.

2. Employment after 21 October 1996

Employees who commenced employment after 21 October 1996 will be entitled to Long Service Leave as follows:

- (a) An employee who has completed 10 years continuous service with TMB will be entitled to 13 weeks Long Service Leave.
- (b) After an employee has completed 10 years' service, Long Service Leave will accrue at the rate of 6.5 days for each subsequent full year of service.
- (c) Except in extraordinary circumstances, an employee is required to give three months' notice when applying for Long Service Leave. The minimum period taken will be one (1) week.

3. Pro Rata Long Service Leave

- (a) Employees can elect to take a pro-rata amount of their accrued Long Service Leave after five (5) years' continuous service with TMB. Except in extraordinary circumstances, an employee is required to give three months' notice when applying for Long Service Leave. The minimum period taken will be one (1) week.
- (b) Where an employee has completed between five (5) and ten years' service and the employee leaves TMB or where an employee's service is terminated by the employer for reasons other than serious or wilful misconduct, pro rata Long Service Leave will be paid at the rate of 6.5 days for each full year of service.

37. Leave Without Pay (LWOP)

- (1) LWOP of less than five (5) days may be approved by an employee's Supervisor/Manager. LWOP of five (5) days or more may only be approved by the Chief HR Officer if all Annual Leave and Long Service Leave entitlements have been utilised. It is acknowledged that for the purposes of this sub-clause, Personal/Carer's Leave without pay (PCLWOP) does not require Annual Leave or Long Service Leave to be utilised first or the approval of the Chief HR Officer.
- (2) If an employee takes LWOP or PCLWOP all pro-rata entitlements to Annual Leave, Personal/Carer's Leave, RDO's, uniform allowance and company-funded superannuation contributions will cease for the period of that LWOP or PCLWOP. This clause does not override Clause 14 (6) which states that absences of LWOP or PCLWOP for less than a whole month will not affect the accrual of RDOs.

38. Study Leave

- (1) TMB aims to encourage employees to develop their skills and knowledge by providing assistance for approved studies that are considered of value to both the employee and TMB.
- (2) The types of study covered by this policy include certificates, diplomas, undergraduate courses, postgraduate courses and courses required to gain professional standing, e.g. CPA. Only those courses that provide employees with a formal qualification on completion will be considered for study assistance.

- (3) Applications for study assistance must be submitted to the Senior HR Manager and include an outline of the purpose of the study, cost and benefits anticipated and expected time commitments.
- (4) The proposed period and timing of the study must not adversely impact the operational needs of TMB. The overall potential cost of the study assistance will be considered in relation to the likely benefits to TMB. Details of assistance are outlined in organisation's Study Assistance Policy.

39. Annual Leave

- (1) Annual Leave shall apply in accordance with relevant Federal legislation. In addition the following provisions shall apply:
 - (a) Annual Leave shall be taken subject to TMB's approval either when it falls due or within the following 12 months period. Leave requests will not unreasonably be refused. In the event of an entitlement becoming due and leave not being granted, the deferment by the employer shall not extend for more than six (6) calendar months beyond the due date provided that this may be varied by mutual agreement in writing between the employer and the employee.
 - (b) Annual Leave applications must be submitted at least four (4) weeks prior to the proposed date of leave. No holiday arrangements should be made until approval is received.
 - (c) Employees with accrued leave greater than four (4) weeks who wish to take Annual Leave greater than four (4) weeks should discuss their application with their Supervisor/Manager at least three (3) months prior to the proposed leave date.
 - (d) TMB may direct an employee to take Annual Leave by giving at least four (4) weeks' notice prior to the date the leave is to commence in the following circumstances:
 - (i) at the time the direction is given the employee has accrued in excess of 30 days, or the pro-rata equivalent for part-time employees, and the amount of leave directed to be taken is only the amount accrued over 30 days; or
 - (ii) the employee has not taken at least 10 consecutive days leave as detailed in Clause 43 (1) of this Agreement.
 - (iii) A lesser notice period may be given if mutually agreed.
 - (e) The maximum Annual Leave balance that an employee can hold at any time is 30 days or the pro-rata equivalent for part-time employees.

- (f) In exceptional circumstances an employee may hold an Annual Leave balance of more than 30 days with the prior approval of their Manager.
- (g) Employees will have until 31 December 2016 to reduce their Annual Leave balance to 30 days or less, or the pro-rata equivalent for part-time employees.

40. Annual Leave Loading

- (1) Annual Leave loading of 17.5% of an employee's base rate of pay will be paid for all accrued Annual Leave as at 1 December each year and will be paid in the first pay period after 1 December each year.
- (2) On an employee's termination of employment Annual Leave loading will be paid for any Annual Leave accrued between 1 December of the year prior to the termination of employment and the date of termination.

41. Purchasing Additional Annual Leave

- (1) An employee may agree with the employer to purchase Annual Leave in addition to their normal four (4) weeks Annual Leave in a year. Leave must be purchased in weekly blocks and the minimum amount of additional leave able to be purchased is one (1) week. Where agreement is reached, the employee's salary and other entitlements shall be appropriately adjusted in accordance with the amount of additional leave agreed. The adjusted salary will apply for a period agreed to in advance by the employee and the employer.
- (2) No leave loading will be paid for any additional leave approved in accordance with this clause.
- (3) If an employee resigns from TMB, or their employment is terminated during a period where additional leave has been approved in accordance with this clause, any reduction in salary that has not been offset by the taking of additional leave will be paid to the employee.
- (4) Each application for additional Annual Leave will be considered on an individual basis and will take into account the personal needs of the employee and the operational needs of TMB.

42. Cashing Out of Paid Annual Leave

An employee may elect to cash out Annual Leave provided:

- (1) The employee has taken a period of paid leave in the preceding 12 month period in accordance with Clause 43 (1) of this Agreement.
- (2) After the cashing out of any period of paid Annual Leave the employee's remaining accrued entitlement to paid Annual Leave is no less than four (4) weeks.
- (3) Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the employer and the employee.
- (4) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

43. 10 Consecutive Days Leave

- (1) By the second anniversary date after 1 July 2015, and every anniversary year thereafter, an employee is required to take at least 10 consecutive working days off work. This leave may be either one or a combination of the following:
 - Annual Leave
 - Long Service Leave
 - Public Holidays
 - RDOs
 - Bank Holiday
- (2) For employees who have remote access to TMB systems this will be disabled during this time. Emails on mobile devices will continue to be accessible.
- (3) Only in extenuating circumstances may an employee apply to the Chief HR Officer for an exemption to this requirement.

44. Parental Leave

Parental Leave shall apply in accordance with relevant Federal legislation. In addition, the following provisions shall apply:

1. Unpaid Parental Leave

- (a) All employees are eligible for unpaid Parental Leave if they have completed at least 12 months of continuous service. This includes casual employees, but only if:
 - (i) they have been employed on a regular and systematic basis for a sequence of periods over at least 12 months
 - (ii) had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- (b) Each eligible member of an employee couple may take a separate period of up to 12 months of unpaid Parental Leave. However, if only one member of an employee couple intends to take leave that employee is eligible to apply for up to 24 months leave which includes any paid Parental Leave.
- (c) An 'employee couple' is where two employees (not necessarily of the same employer) are in a spousal or de facto relationship.
- (d) Unpaid Parental Leave is only available to employees who have or will have responsibility for the care of a child.
- (e) The leave must be associated with:
 - (i) the birth of a child to the employee, the employee's spouse, or the employee's de facto partner, or
 - (ii) the placement of a child under 16 with the employee for adoption.
- (f) **One employee taking unpaid Parental Leave.** The following rules apply where one employee (or only one member of an employee couple) takes leave:
 - (i) Leave must be taken in a single continuous period (paid leave, such as Annual Leave, may be taken at the same time).
 - (ii) In the case of a pregnant employee, leave can start up to six weeks before the expected date of birth, or earlier if the employer and employee agree. If the employee is not giving birth to the child, leave starts on the date of birth or placement of the child.
 - (iii) Leave may start at any time within 12 months after the birth or placement of the child if the employee has a

spouse or de facto partner who is not an employee, and the spouse or de facto partner has primary responsibility for the care of the child.

- (g) **Both members of an employee couple taking leave.** The following rules apply to an employee couple if both employees take unpaid Parental Leave:
- (i) The employees are entitled to no more than 24 months of leave between them, which generally must be taken separately in a single continuous period.
 - (ii) If the employee who takes leave first is pregnant or gives birth, they may start their leave up to six (6) weeks before the expected date of birth, or earlier if the employer and employee agree.
 - (iii) If the employee who takes leave first is not pregnant, their leave must start on the date of birth or placement of a child.
 - (iv) Both employees of an employee couple may take leave at the same time for a maximum period of eight (8) weeks including any paid Parental Leave. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods. Each period must be no shorter than two (2) weeks unless the employer agrees.
 - (v) Concurrent leave is deducted from an employee's unpaid Parental Leave entitlement.

2. Paid Parental Leave

- (a) Employees who are eligible for unpaid Parental Leave as detailed above are also entitled to a period of 10 weeks paid Parental Leave as follows:
- (i) In the case of a pregnant employee, paid Parental Leave can start up to six (6) weeks before the expected date of birth, or earlier if the employer and employee agree, or
 - (ii) If the employee is not giving birth to the child paid Parental Leave commences on or after the date of birth or placement of the child provided the employee is the primary care-giver of the child within 52 weeks after the birth or placement of the child.

- (b) A member of an employee couple who is not the primary caregiver of the child is entitled to a period of two (2) weeks paid concurrent leave in addition to six (6) weeks unpaid concurrent leave.
- (c) Paid Parental Leave can be taken on full pay or half pay at the request of the employee.
- (d) Relevant statutory declarations must be provided prior to any payment of paid Parental Leave.
- (e) An employee must return to work for six (6) months before being entitled to second and subsequent periods of paid Parental Leave.
- (f) An employee will not accrue RDOs while on unpaid Parental Leave.

45. Volunteer Leave

Employees are entitled to take up to one (1) day per annum of Volunteer Leave to participate in an approved charitable event as detailed in the Volunteer Policy contained in the Human Resources Policy.

46. Community Service Leave

- (1) Employees are entitled to Community Service Leave in accordance with *Division 7 of the National Employment Standards*. In addition, the following provisions apply.
- (2) Employees will be entitled to a maximum of 10 days paid leave in accordance with this clause excluding when on Jury Service where payment will continue to be paid for the duration of the Jury Service, less any payment received from the Sheriff's Office, if applicable.
- (3) Community Service Leave includes:
 - (a) Jury Service
 - (b) Defence Force Leave
 - (c) Voluntary Emergency Management Activities.

47. Domestic Violence Leave

- (1) TMB recognises that staff may face situations of violence or abuse in their personal life that may affect their attendance or performance at work, or their health and safety. TMB is committed to providing support to staff who experience domestic violence.
- (2) For the purposes of this clause, domestic violence refers to a pattern of coercive behaviours which may include physical, psychological, sexual, economic and emotional abuse, in a close relationship, family or domestic situation.
- (3) Proof of domestic violence may be required and can be in the form of a document issued by Police, a Court, a Doctor, a District Nurse, a Maternal and Child Health Care Nurse, a Counsellor, a Psychologist, a Family Violence Support Service or a Lawyer.
- (4) All personal information concerning domestic violence will be kept confidential. No information will be kept on a staff member's personnel file without their express written permission.
- (5) Consideration will be given to a staff member if their attendance or performance at work suffers as a result of them experiencing domestic violence.
- (6) TMB will designate domestic violence contact persons in Human Resources and publicise their contact details. Domestic violence contact officers will receive appropriate training. A staff member experiencing domestic violence may raise the issue with their immediate supervisor/manager or a Human Resources contact. The supervisor/manager may seek advice from Human Resources if the staff member chooses not to raise the issue with a Human Resources contact.
- (7) Where requested by a staff member, the Human Resources contact will liaise with the staff member's supervisor/manager on the staff member's behalf.
- (8) TMB will, in consultation with the FSU, develop guidelines and policies to support the implementation of this clause.
- (9) A staff member experiencing domestic violence will have access to five (5) days per year of paid Special Leave for the purposes of attending medical appointments, preparing for and attending legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as whole days or as part days. Prior approval is not necessary to take the leave, although a staff member must advise their supervisor/manager as early as practicable that they are taking the leave.

(10) A staff member who supports an immediate family member, or a member of the staff member's household who is experiencing domestic violence will have access to their Personal/Carer's leave.

(11) In addition to the Special Leave entitlements set out above, staff who:

- (a) Are experiencing domestic violence; or
- (b) Are providing support to an immediate family member, or a member of the staff member's household who is experiencing domestic violence;

shall be entitled to request TMB for a change in working arrangements relating to those circumstances. Such a request shall not be unreasonably refused. Any dispute concerning such a refusal may be addressed in accordance with Clause 61 of this Agreement.

(12) In order to provide support to a staff member experiencing domestic violence, TMB will approve any reasonable request from a staff member experiencing domestic violence for:

- (a) Changes to their span of hours or pattern of hours and / or shift patterns;
- (b) Transfer to suitable alternative employment or alternative work location within TMB where a suitable alternative is able to be identified;
- (c) A change to their work telephone number and / or their work email address to avoid contact with an alleged perpetrator.

(13) A staff member experiencing domestic violence will be advised of TMB's Employee Assistance Program (EAP) and/or other local resources.

48. Natural Disaster Leave

- (1) Where a locality has been declared a "Natural Disaster" by the relevant State or Territory Government an employee whose usual residence or place of employment is in this locality may apply for up to two (2) days per occasion of Natural Disaster Leave, subject to their usual place of residence, access to the business unit or TMB premises being directly impacted by such Natural Disaster.
- (2) Where a "Natural Disaster" has not been declared and their usual place of residence or their usual place of work is inaccessible and directly affected by a Natural Disaster an employee can apply to the relevant Manager to access this leave.

- (3) Approval to access this leave will not be unreasonably declined.
- (4) Approval of Natural Disaster Leave is discretionary and the operational needs of TMB must be taken into account.
- (5) Where a workplace is located in an area that has been declared a Natural Disaster and it is impossible for work to continue at that place of business, TMB may direct an employee to work at another location within reasonable travelling distance, taking into account an employee's personal circumstances.
- (6) Where a workplace is inaccessible due to a Natural Disaster and there is no other workplace within reasonable travelling distance, an employee will be entitled to access Natural Disaster Leave until the workplace can reopen or for a maximum of two (2) days.

49. Religious Observation

TMB recognises that employees have different personal religious beliefs and observe different religious holidays. TMB is committed to approving Annual Leave, Long Service Leave or RDOs for employees in order for them to observe their religious obligations. This approval will take into account the personal needs of the employee and the operational needs of TMB. Requests for leave under this clause will not unreasonably be denied. It is recommended that employees who require leave for religious reasons discuss such requests with their Supervisor/Manager on commencement of employment or as soon as reasonably practicable.

50. Regulatory Compliance Training

- (1) TMB is committed to meeting its obligations in relation to regulatory compliance training. Employees covered by this Agreement will be provided with the required training in order to meet these obligations and will agree to complete any such training as a condition of their employment.
- (2) Where possible, such training will be conducted during an employee's normal working hours. However, where that is not possible, all time spent by the employee on undertaking the required training will be paid for by TMB at the applicable overtime rate prescribed in this Agreement.

51. Out of Hours Training

At its discretion, TMB will provide, from time to time, free training courses conducted outside normal working hours. This training will be organised through the Employee Relations Department and staff may attend, on a voluntary, unpaid basis.

52. Staff Transfers

- (1) With Senior Management approval, transfers of employees to positions of the same grade and at least the same salary may occur without the need to advertise internally or externally.
- (2) Such transfers will occur, where possible, by mutual agreement between Management and the employee concerned, taking into consideration the employee's personal, family and financial needs. Where mutual agreement cannot be reached, either party may refer the matter to the Dispute Settlement Procedure of this Agreement. The transfer will not take effect until the matter is resolved or the process is completed.

53. Staffing

- (1) TMB is committed to ensuring that workplaces have enough appropriately trained staff to ensure that all work can be completed during ordinary working hours.
- (2) TMB commits to advertising and filling vacancies in a timely manner, wherever possible and will endeavour to provide relief staff to cover long term approved absences.
- (3) Where workplaces are not fully staffed TMB will take all practicable steps to relieve immediate pressures on staff including adjustments to individual and team performance targets and the payment of overtime as required for work that cannot be completed in ordinary working hours.

54. Key Performance Indicators (KPI's)

- (1) TMB will ensure that consultation occurs with employees when setting KPI's prior to the period the KPI's will apply for. KPI's will be realistic and achievable in ordinary working hours.
- (2) When setting and assessing KPI's TMB will consider the following factors:
 - (a) Staffing levels.

- (b) Authorised absences from normal duties.
 - (c) Relevant market factors.
 - (d) Provision of appropriate and relevant training to perform current job roles.
 - (e) the employee's experience.
- (3) TMB will not adjust KPI's during the period in which they apply without prior consultation with the employees to whom the KPI's apply.

55. Pay Equity

- (1) TMB is committed to providing equal pay for equal work and for ensuring that a fair and transparent remuneration structure exists within TMB. The Hay Group's *Job Evaluation Methodology* will be used to evaluate roles and the Hay Group's *PayNet Database* and other relevant salary surveys will be used to assist in this process.
- (2) TMB is committed to reducing any pay equity gaps that may exist from time to time.
- (3) Each year TMB will provide the FSU with a workplace profile gender pay gap analysis which is prepared as part of its *WGEA* report.

56. Workplace Health and Safety

TMB has established a Workplace Health and Safety Committee to ensure ongoing consultation between Management and employees regarding workplace health and safety issues.

57. Individual Flexibility Arrangement (IFA)

- (1) TMB and an employee covered by this enterprise agreement may agree to make an IFA to vary the effect of any terms of the agreement if:
- (a) the arrangement meets the genuine needs of TMB and the employee, and
 - (b) the arrangement is genuinely agreed to by TMB and the employee.
- (2) TMB will ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*, and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*, and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) TMB will ensure that the IFA:
- (a) is in writing, and
 - (b) includes the name of the organisation and the employee, and
 - (c) is signed by the Senior Manager - HR and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee, and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement, and
 - (ii) how the arrangement will vary the effect of the terms, and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
 - (iv) states the day on which the arrangement commences.
- (4) TMB will give the employee a copy of the IFA within 14 days after it is agreed to.
- (5) TMB or the employee may terminate the IFA:
- (a) by giving no more than 28 days written notice to the other party to the arrangement, or
 - (b) if TMB and the employee agree in writing — at any time
- (6) An IFA made in accordance with this Agreement will end when a new Agreement comes into operation.

58. Transition to Retirement

- (1) An employee over the age of 55 may take advantage of transition to retirement benefits that enable them to substitute a reduction in income from

reduced working hours with part of their superannuation. Employees are advised to seek independent financial advice before entering into an arrangement under this clause.

- (2) An employee over the age of 55 may request to change his/her hours of work to assist them with transitioning to retirement. When considering this request the employer will ensure that the arrangement meets the operational needs of TMB as well as the personal needs of the employee. Any request under this clause will not unreasonably be declined.

59. Anti-Discrimination

It is the intention of the parties to this agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

60. Discipline and Dismissal

TMB is committed to the fair and equitable treatment of employees should the discipline and dismissal process be applied. Employees will receive honest and timely feedback about their performance as outlined in TMB's Human Resources Policy.

61. Dispute Settlement Procedure

- (1) If a dispute relates to:
 - (a) a matter arising under this agreement, or
 - (b) the NES

this term sets out procedures to settle the dispute.

- (2) Notwithstanding any of the steps in this term, an employee may contact a representative, who may be an employee of the Finance Sector Union, for guidance and/or representation, at any stage of the procedure. TMB shall recognise the representative for all purposes involved with the resolution of the dispute.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level by discussions between the employee or employees and relevant Supervisors and/or Management.

- (4) If discussions at the workplace level do not resolve the dispute within a reasonable time, a party to the dispute or their representative may refer the matter to the Fair Work Commission (FWC).
- (5) The FWC may deal with the dispute in two stages:
 - (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and
 - (b) if the FWC is unable to resolve the dispute at the first stage, it may then:
 - (i) arbitrate the dispute, and
 - (ii) make a determination that is binding on the parties.
- (6) Without prejudice to either party, work will continue in the manner prior to the dispute arising while the matters in dispute are being dealt with in accordance with this clause.
- (7) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

62. Consultation Regarding Major Workplace Change

- (1) Where TMB is seriously considering introducing major change
 - (a) to the production, program, organisation, structure or technology that is likely to have significant effect on employees covered by this Agreement; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees,

TMB will notify the employees who may be affected by the proposed changes, the FSU and any other nominated representatives.

- (2) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees, or
 - (b) major change to the composition, operation or size of TMB's workforce or to the skills required of employees, or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure), or
 - (d) the alteration of hours of work, or

- (e) the need to retrain employees, or
 - (f) the need to relocate employees to another workplace, or
 - (g) the restructuring of jobs.
- (3) Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (4) TMB must discuss with the employees, the FSU and any other employee nominated representatives, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees, the FSU and/or any other employee nominated representatives, in relation to the change.
- (5) The discussions must commence as early as practicable after a serious consideration of major change has been made by the employer to make the changes referred to above.
- (6) For the purposes of such discussion, TMB will provide in writing to the employees concerned, the FSU and/or any other employee nominated representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that TMB is not required to disclose confidential information the disclosure of which would be contrary to TMB's interests.

63. FSU Right of Entry

- (1) TMB agrees that an official of the FSU may enter TMB's premises, at any time, for the following reasons:
- (a) to consult with persons covered by the agreement about their rights and obligations under the agreement.
 - (b) to consult with persons covered by the agreement about the operation of the agreement.
 - (c) to consult with members on Enterprise Bargaining, and
 - (d) for other purposes as agreed from time to time.
- (2) Provided that:
- (a) the FSU agrees and undertakes not to hinder or obstruct an employee in the performance of their work during working times.

- (b) they will preserve the confidentiality of all work, books or documents inspected during entry granted under this clause, and
 - (c) they must produce, at the request of TMB, the FSU's written authority to undertake these activities.
 - (d) Failing the availability of a suitable meeting room the lunchroom will be the default location for FSU visits at each office.
- (3) 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.

64. Trade Union Training Leave

FSU workplace representatives, with approval of the union and upon application in writing, shall be granted leave with pay each calendar year to:

- (1) attend trade union training, and
- (2) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.
- (3) A maximum of 16 days leave per calendar year, non-cumulative, will be granted by TMB for the purposes of trade union training. A greater amount as agreed between the FSU and TMB may be granted in circumstances where it may be necessary. Any additional leave granted will take into account the operational requirements of TMB and TMB will not unreasonably withhold the approval of such additional leave.
- (4) The application to TMB must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 28 days' notice of the proposed training.
- (5) The granting of leave pursuant to this clause shall be subject to TMB being able to make adequate staffing arrangements amongst current employees during the period of such leave. TMB shall not use this sub-clause to avoid an obligation under this clause.
- (6) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (7) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose

of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.

- (8) 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.
- (9) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (10) 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.
- (11) 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.

65. FSU Representatives

- (1) To facilitate a harmonious, consultative and cooperative approach to employee relations within TMB, staff who have been duly appointed as FSU Representatives by the FSU Local Executive Secretary, or other persons who have been elected to act as staff representatives, will be allowed reasonable time and facilities during working hours to attend to their duties as FSU representatives, or other staff representatives. Any time spent by an FSU representative or staff representative attending to employee relations shall first be agreed in advance with the Chief HR Officer or his/her nominee.
- (2) Nothing in this clause shall be construed as conferring a right or benefit that is contrary to the terms of the *Fair Work Act*.

Appendix A—Role Type Examples

Grade 1

A Grade 1 position is one in which employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.

Typical activities and skills may include but are not limited to:

- applying basic office procedures
- operating office equipment
- receiving, sorting, distributing & filing correspondence and documents
- performing basic manual or technical duties
- performing defined data entry/inquiry tasks, and/or
- answering enquiries using a general knowledge of the employer's services.

Indicative job list:

- Mail Clerk
- Filing Clerk
- Receptionist
- Driver

Grade 2

A Grade 2 position performs tasks and service requirements given authority within defined limits and employer established guidelines, using a more extensive range of skills and knowledge at a level higher than in Grade 1.

Grade 2 employees are responsible for their own work which is performed within established routines, methods and procedures.

Typical activities and skills may include but are not limited to:

- processing of standard documentation
- undertaking cashiering functions
- answering enquiries from members and external parties using a detailed knowledge of specific business activities
- drafting correspondence appropriate to job function

- organising own work schedule, and/or
- providing information/assistance to other staff members.

Indicative Job List:

- Cashiers
- Member Service Officers who have not completed their competencies
- Transaction Services Clerks.

Grade 3

A Grade 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Grade 2.

The position encompasses limited discretion in achieving tasks outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.

Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction to other staff.

Typical activities and skills may include but are not limited to:

- undertaking of projects
- preparing reports and recommendations within their own job function
- drafting of routine correspondence
- administering/maintaining staff records, and/or
- delivery and/or co-ordination of learning and development activities.

Indicative Job List:

- Member Service Officers
- Administration Officers
- Relief Officers
- Trainee Accountants

Grade 4

A Grade 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Grade 3. Those employed at this level are responsible for their own work and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise.

Typical activities and skills may include but not limited to:

- managing and maintaining service standards
- overseeing day to day operations of functional areas of responsibilities
- implementing and maintaining effective controls
- assist with recruitment of staff and initiating disciplinary processes
- preparation of reports.

Indicative Job List

- Team Leaders
- Credit Assessors
- Assistant Accountants
- Recruitment Officers

Grade 5

A Grade 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Grade 4.

The position may be:

- a specialised role, possibly supported by one or two junior staff members, requiring formal qualifications and/or specialised vocational training, and/or
- a managerial role (managing 5-10 people) responsible for the operation of part or parts of the employer's business.

Those employed at this level exercise considerable discretion and/or are responsible for operational planning.

Indicative Job List:

- Human Resources Officers
- Accountants
- Supervisors
- Business Analysts
- Programmers
- Business Relationship Managers

Appendix B – Uniform Allowance

Table 7 — Uniform Allowance

Role	Allowance
New full-time employees	\$850
New BRMs, BDMs and Mobile Lenders	\$1,600
New BR Support Officers, Sales and Relationships Relief Officers and Mobile Lender Support Officers	\$1,200
Full-time employees Annual Allowance	\$480
BRMs, BDMs and Mobile Lenders Annual Allowance	\$1,340
BR Support Officers, Sales and Relationships Relief Officers and Mobile Lender Support Officers Annual Allowance	\$900
One-off allowance for employees who fall pregnant	\$240

Agreement Authorisation

Signed for and on behalf of Teachers Mutual Bank Limited:



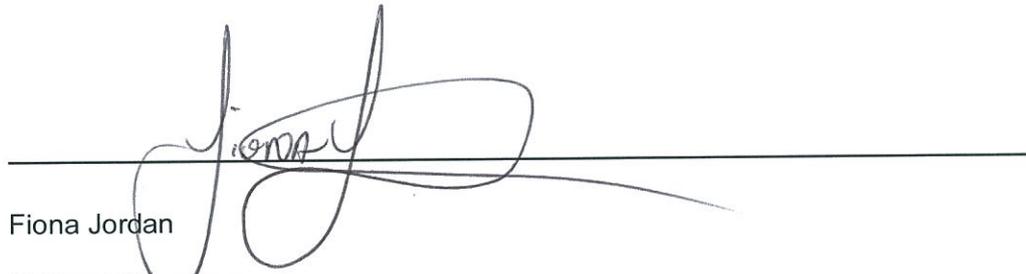
S C James

Chief Executive Officer

Date 17th June 2015

The above person is authorised to sign the Agreement on behalf of the Employer, Teachers Mutual Bank, 28-38 Powell Street, Homebush 2140 as the Chief Executive Officer of the Employer

Signed for and on behalf of the Finance Sector Union



Fiona Jordan

National Secretary

Level 2, 341 Queen Street, Melbourne, Victoria

Authorised under rule 49 of the FSU's rules to sign industrial agreements.

Date 24 June 2015

The above person is authorised under FSU Rule 49 to sign the agreement on behalf of the Finance Sector Union of Australia, 341 Queen Street, Melbourne, Victoria 3000.