



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Motor Accidents Insurance Board (AG2020/261)

MOTOR ACCIDENTS INSURANCE BOARD & FINANCE SECTOR UNION ENTERPRISE AGREEMENT 2019

Banking finance and insurance industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 12 FEBRUARY 2020

Application for approval of the Motor Accidents Insurance Board & Finance Sector Union Enterprise Agreement 2019

[1] The Motor Accidents Insurance Board has made an application for approval of an enterprise agreement known as the *Motor Accidents Insurance Board & Finance Sector Union Enterprise Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Finance Sector Union of Australia, 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement was approved on 12 February 2020 and, in accordance with s 54, will operate from 19 February 2020. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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Motor Accidents Insurance Board

and

Finance Sector Union

Enterprise Agreement 2019

1. TITLE

This Agreement shall be known as the Motor Accidents Insurance Board & Finance Sector Union Enterprise Agreement 2019 (hereafter referred to as the “Agreement”).

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3. DEFINITIONS

“Act” means *Fair Work Act(Commonwealth) 2009*.

“ADO” means accrued day off.

“CEO” means the Chief Executive Officer of the MAIB.

“FSU” or “Union” means the Finance Sector Union of Australia.

“FWC” means the Fair Work Commission.

“JCC” means the Joint Consultative Committee.

“MAIB” means the Motor Accidents Insurance Board.

“NES” means the National Employment Standards.

“Manager” means Team Leader and/or Departmental Manager.

“Shiftwork”, while not generally conducted at the MAIB, may be worked on the following basis.

(a) The following definitions will apply:

- (i) **shiftworker** means a staff member whose ordinary hours of work are worked in accordance with the shifts defined in this clause;
- (ii) **afternoon shift** means any shift finishing between 6.00 pm and midnight;
- (iii) **early morning shift** means any shift commencing between 4.00 am and 7.00 am; and
- (iv) **night shift** means any shift finishing between midnight and 8.00 am.

Provided that staff members who, in accordance with this clause, work ordinary hours up to 9.00 pm on any one night between Monday to Friday inclusive, will not be considered shiftworkers for the purposes of this award.

(b) The following loadings will apply in relation to the working of shiftwork on Monday to Friday and on Saturday between 8.00 am and 12.00 pm:

- afternoon shift at the rate of 20%;
- early morning shift at the rate of 12.5%;
- night shift at the rate of 25%; and
- staff members who permanently work afternoon or night shift or a combination thereof will be paid an additional 5% loading.

(c) Casual and part-time shiftworkers will receive the loading prescribed in this clause.

Provided that casual and part-time staff members who are employed between the hours of 7.00 am and 7.00 pm (and up to 9.00 pm on any one night between Monday to Friday inclusive) in accordance with this clause, will not be considered shiftworkers for the purposes of this award.

(d) Meal breaks will be of 20 minutes’ duration and paid as if worked. A staff member will not be called upon to work in excess of five hours without a meal break except where the daily hours to be worked are six hours or less and the staff member applies to work for that extended period without such break and the MAIB agrees. Provided further that in emergency circumstances a meal break may be deferred by mutual agreement.

(e) A staff member may implement such measures as deemed necessary to enable continuity of operations during shift changeovers.

(f) No staff member under 18 years of age will be employed on shiftwork except with the written consent of the staff member’s parent/guardian.

(g) Arrangements for transport for staff members finishing or commencing a shift between the hours of 8.00 pm to 6.00 am are to be satisfactorily established by the MAIB concerned, taking into account the requirements of the particular location, and having regard to any special circumstances.

- (h) Notwithstanding anything contained elsewhere in this Agreement, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift:
- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this clause the expression **standard time** and **summer time** will bear the same meaning as are prescribed by the relevant State legislation.

“Staff Member” means an employee as defined under the *Fair Work Act, 2009*.

“Staff member representatives” is used as a generic term for MAIB staff members who act as elected representatives for MAIB staff members.

4. APPLICATION OF AGREEMENT & PARTIES COVERED

- 4.1 This Agreement covers the MAIB and its staff members operating in Tasmania, with respect to staff members undertaking the work and duties of classifications listed in the Salary Structure table at clause 14. This Agreement shall also cover the FSU if so determined by the Fair Work Commission (refer *Fair Work Act 2009* section 53).
- 4.2 This Agreement shall replace the MAIB and the Finance Sector Union Enterprise Agreement 2017.
- 4.3 Employees covered by this agreement also have entitlements under the National Employment Standards. No provision of this agreement shall apply such that it reduces any NES entitlement.

4.4 Supersession and Severance Provisions

- 4.4.1 All existing awards, all existing Enterprise Agreements, federal awards, transitional federal awards, pre-reform federal awards, pre-reform certified agreements, a modern award, a preserved state agreement and a notional agreement preserving a state award (NAPSA), which but for this Agreement coming into force would have applied to staff members classified in accordance with this Agreement are replaced entirely by this Agreement.
- 4.4.2 It is the intention of those covered by the Agreement, that the Agreement contains only permitted matters under the *Fair Work Act 2009*. It is also the intention of those covered by the Agreement that the Agreement contains no matters that are unlawful.
- 4.4.3 Any term of this Agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this Agreement and of no legal effect.
- 4.4.4 Any term of this Agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this Agreement and of no legal effect.
- 4.4.5 To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

5. OBJECTIVES OF THE AGREEMENT

This Agreement seeks to:

- Ensure that the relationship between both parties supports the maintenance of constructive industrial and staff member relations; and
- Improve the productivity and efficiency of the MAIB to the significant benefit of its stakeholders, including staff, claimants and suppliers.

5.1 Best Practice and Continuous Improvement

Both parties agree that to be a successful enterprise, the MAIB must deliver its services in a cost effective and efficient manner and must strive to reflect best practice in relation to all of its activities.

Both parties are therefore committed to initiatives that will support continuous improvement in all areas of the MAIB's operations.

Both parties agree that to ensure continuous improvement, it is necessary to foster and maintain the current co-operative and productive relationship that is based upon active consultation and constructive problem solving.

Together, the MAIB and the FSU will therefore continue to develop employment conditions that are based on best practice supporting the strategic and operational needs of the MAIB and the interests of staff members.

To facilitate this approach, the MAIB is committed to:

- The provision of on-going training and development that facilitates staff members to maintain current competence and progress their careers through the acquisition of other units of competence.
- Improved quality of working life.
- An appropriate technological and organisational structure that provides the required quality of service to clients.
- Maintenance of job security.
- Monitoring work portfolios against the productivity measures at clause 5.2 to ensure that no staff member is required to carry an unfair burden of work.
- Create a cooperative, safe and productive working environment.
- Continue to develop flexible and adaptable work practices.
- Maintain a high standard of Health & Safety and welfare.
- Limit and reduce non-productive time.
- Improve the quality of work provided to the clients.
- Accept new technology and associated changes necessary to enhance the position of the MAIB.
- Deliver completed projects on time and on budget.
- Or other such employment conditions that are based on best practice supporting the strategic and operational needs of MAIB and the interests of staff members as mutually agreed with the parties.

5.2. Productivity Measures

The following are the agreed basic measurement factors against which the overall aim of improving productivity, efficiency and the maintenance of appropriate staffing establishment numbers can be assessed:

- Staff resignations and redeployments;
- Complaints/compliments;
- Surveys;
- Departmental workflow;
- Input/output ratios;
- Staff absence because of the provision of any type of leave entitlements;
- Work complexity;
- Staff experience; and
- Other such basic measurement factors as mutually agreed with the parties.

6. DATE AND PERIOD OF OPERATION

- 6.1 This Agreement shall operate from seven (7) days from the date of approval by the Fair Work Commission and its nominal expiry date is 30 June 2022. This Agreement shall remain in force in accordance with Section 54 of the *Fair Work Act 2009*.
- 6.2 This Agreement may only be varied in accordance with the *Fair Work Act 2009*, and with the consent of the parties.

7. EMPLOYMENT

7.1 General

7.1.1 Staff members under this Agreement will be employed in one of the following categories:

- 7.1.1(a) full-time staff members; or
- 7.1.1(b) part-time staff members; or
- 7.1.1(c) casual staff members; or
- 7.1.1(d) temporary staff members.

7.1.2 At the time of their engagement, the MAIB will inform each staff member of the terms and conditions of their engagement and, in particular, whether they are to be full-time, part-time, temporary or casual.

7.2 Full-time staff members

- 7.2.1 A full-time staff member is one who is employed to work 147 hours in a four week cycle.
- 7.2.2 The ordinary hours for each full-time staff member will be agreed in writing and once agreed will become the set scheduled hours for each particular staff member.
- 7.2.3 A full-time staff member may from time to time vary their scheduled hours to meet the needs of the MAIB, providing that no reduction in hours is made, unless by mutual agreement.

7.3 Part-time staff members

7.3.1 A part-time staff member is a staff member who:

- 7.3.1(a) works less than full-time hours of 147 hours in a four week cycle; and
- 7.3.1(b) has predictable hours of work; and
- 7.3.1(c) works a minimum of four consecutive hours on any day; and
- 7.3.1(d) receives, on a pro rata basis, equivalent wages and conditions to those of full-time staff members who do the same kind of work.

7.3.2 At the time of engagement, the MAIB and the part-time staff member will agree in writing on a regular pattern of work, within the MAIB's pay period, specifying at least the hours to be worked each day, which days of the week the staff member will work and the actual starting and finishing times each day. Once agreed, these will become the set scheduled hours for the particular staff member.

7.3.3 A part-time staff member, by mutual agreement, may from time to time increase their scheduled hours to meet the needs of the MAIB. The period may, by mutual agreement, be less than the minimum hours and will be paid at single rate.

7.3.4 Terms and Conditions

- 7.3.4(a) Pro rata full-time pay and conditions of service apply to part-time staff members and training and career progression opportunities will parallel those for a full-time staff member.
- 7.3.4(b) Part-time staff members may work up to 140 hours over a four week period and a minimum of four consecutive hours per day (may be reduced by agreement).
- 7.3.4(c) Additional hours, over the contracted hours, worked by a part-time staff member will be by mutual agreement up to a maximum of 140 total hours over a four week period and will be paid for at their normal hourly rate.

- 7.3.4(d) Where a part-time staff member is required to work overtime, overtime shall be payable at the applicable rate. The applicable overtime rate for full-time staff at the appropriate proportionate rate to part-time staff, shall be paid for work performed in addition to ordinary time hours as referred to in Clause 10 - Overtime.
- 7.3.4(e) All leave entitlements for part-time staff members will be based pro rata on the hours actually worked, including any additional hours worked during the preceding twelve (12) month period.
- 7.3.4(f) Part-time staff members will be paid at the pay rate (as specified in clause 14 - Salary Structure) for their position on a pro-rata basis for their position function.

7.3.5 Public Holidays

- 7.3.5(a) Where a public holiday falls on a day normally worked by a part-time staff member, the staff member will be entitled to paid leave on that day.
- 7.3.5(b) Where such a holiday has occurred, by mutual agreement with the MAIB, a staff member may elect to work an additional day either prior to or following the holiday. The part-time staff member's hours for that four week cycle will be increased by the number of additional hours worked.
- 7.3.5(c) When a part-time staff member with management approval, on a voluntary basis, attends a full-time training course, payment at ordinary hourly rates will be made on a day to day basis up to a maximum of thirty five (35) hours per week. The extra hours will be added to the annual total number of hours for the purpose of annual leave calculation under Clause 11.4.

7.3.6 Changes to Working Arrangements

7.3.6(a) Short Term Changes to Working Arrangements

The daily/four week working arrangements will be determined and documented by the MAIB on the establishment of a part-time position. Any additional hours to accommodate short term fluctuations, to provide coverage of the day before or day after a public holiday or to provide development opportunities will be by agreement with the staff member. This clause regarding fluctuating additional hours requirements shall be contained within all letters of appointment for part-time staff members.

7.3.6(b) Permanent Changes to Working Arrangements

Where there is a business imperative to change a staff member's working arrangements or the staff member seeks a change to working arrangements, the following process will apply:

- 7.3.6(b)(i) The relevant Manager will discuss staffing needs with their staff members. These discussions will take into account the operational requirements of the work area as well as relevant personal or family responsibilities of staff members. During these discussions individual staff members will identify to their Manager their preferred working arrangements.
- 7.3.6(b)(ii) Staff members will have two weeks written notice of any proposed changes to their working arrangements and their Manager will be available to discuss these changes during this period.
- 7.3.6(b)(iii) The MAIB and staff members will not unreasonably withhold agreement to changes in working arrangements intended to meet business or staff member needs. In endeavouring to accommodate these changes the Manager and the staff member will examine all available options consistent with business requirements.
- 7.3.6(b)(iv) Where there is difficulty in meeting the proposed working arrangements, the Manager and the staff member will refer the matter to the CEO who will consider all available options.

7.3.6(b)(v) In making the decision, the CEO will take into account all relevant factors and information, including:

- the process to date;
- the individual circumstances and preferences of the staff member (including, but not limited to, previous changes to working arrangements and childcare, parental or family responsibilities);
- business needs and staff member responsibilities; and
- any alternative or broader options for solutions, e.g. positions available in other areas or additional training opportunities to facilitate placement.

7.3.6(b)(vi) The CEO will consult directly with the individual concerned in all cases.

7.3.6(c) Notwithstanding the process outlined above, staff members may seek assistance at any stage from the Union or another representative of the staff member's choice.

7.3.6(d) Where staff members consider they are unable to comply with the CEO's decision the staff member can access the dispute resolution procedure in this Agreement including reference to FWC for final determination. In this event, no change to working arrangements will be implemented until the dispute resolution process is finalised.

7.3.6(e) Working arrangements may be varied by agreement at any time to accommodate specific needs of the MAIB or the staff member and all variations shall initially be for a trial period of four weeks. Following the trial period, the relevant Manager and the staff member shall consult and discuss the desirability/viability of continuance of the variation to become the new agreed working arrangements.

7.3.6(f) Working arrangements that result in a reduction of the staff member's hours can only be made by mutual agreement.

7.3.7 Part-Time Staff Members

7.3.7(a) Part-time staff members will be subject to terms and conditions of employment no less favourable than those that apply to full-time staff members.

7.3.7(b) Part-time staff members are also required to maintain and to prove current competence. The same training opportunities to maintain competence that are available to full-time staff members shall also be made available to part-time staff members.

7.3.8 Full-Time to Part-Time/Part-Time to Full-Time Employment

7.3.8(a) Subject to the approval of the MAIB, a full-time staff member may convert to part-time employment on a permanent basis or for a specified period. All requests and decisions shall be confirmed in writing.

7.3.8(b) A staff member shall revert to their substantive hours at the agreed date or may negotiate an extension to the part-time working arrangements for a further agreed period.

7.3.8(c) All accrued entitlements are maintained and employment is deemed to be continuous.

7.3.8(d) The provisions of this clause shall also apply in the case of proposals for part-time staff members to convert to full-time.

7.4 Casual Staff Members

7.4.1 A casual staff member is one engaged and paid as such and will be engaged by the hour.

- 7.4.2 A casual staff member will be paid per hour at the hourly rate prescribed for the work which the staff member performs, plus a 25% loading paid in lieu of and in compensation for all benefits such as annual leave, public holidays, personal/carers leave, notice of termination, and redundancy benefits.
- 7.4.3 The hours for each casual staff member will be a minimum of three hours on any one single attendance.
- 7.4.4 In the event of temporary vacant positions involving work normally performed by permanent staff, all avenues of utilising current permanent staff will be exhausted prior to the use of casual staff members.

7.4.5 Right to request casual conversion

- 7.4.5(a) A person engaged by the MAIB as a regular casual staff member may request that their employment be converted to full-time or part-time employment.
- 7.4.5(b) A **regular casual staff member** is a casual staff member who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the staff member could continue to perform as a full-time staff member or part-time staff member under the provisions of this Agreement.
- 7.4.5(c) A regular casual staff member who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 7.4.5(d) A regular casual staff member who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- 7.4.5(e) Any request under this subclause must be in writing and provided to the MAIB.
- 7.4.5(f) Where a regular casual staff member seeks to convert to full-time or part-time employment, the MAIB may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the staff member.
- 7.4.5(g) Reasonable grounds for refusal include that:
 - 7.4.5(g) (i) it would require a significant adjustment to the casual staff member's hours of work in order for the staff member to be engaged as a full-time or part-time staff member in accordance with the provisions of this agreement – that is, the casual staff member is not truly a regular casual staff member as defined in paragraph (b);
 - 7.4.5(g) (ii) it is known or reasonably foreseeable that the regular casual staff member's position will cease to exist within the next 12 months;
 - 7.4.5(g) (iii) it is known or reasonably foreseeable that the hours of work which the regular casual staff member is required to perform will be significantly reduced in the next 12 months; or
 - 7.4.5(g) (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the staff member's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the staff member is available to work.
- 7.4.5(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 7.4.5(i) Where the MAIB refuses a regular casual staff member's request to convert, the staff member must provide the casual staff member with the MAIB's reasons for refusal in writing within 21 days of the request being made. If the

staff member does not accept the MAIB's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in this Agreement. Under that procedure, the staff member or the MAIB may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- 7.4.5(j) Where it is agreed that a casual staff member will have their employment converted to full-time or part-time employment as provided for in this clause, the MAIB and staff member must discuss and record in writing:
- (i) the form of employment to which the staff member will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the staff member will become a part-time staff member, the relevant matters referred to in this Agreement.
- 7.4.5(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached, unless otherwise agreed.
- 7.4.5(l) Once a casual staff member has converted to full-time or part-time employment, the staff member may only revert to casual employment with the written agreement of the MAIB.
- 7.4.5(m) A casual staff member must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 7.4.5(n) Nothing in this clause obliges a regular casual staff member to convert to full-time or part-time employment, nor permits the MAIB to require a regular casual staff member to so convert.
- 7.4.5(o) Nothing in this clause requires the MAIB to increase the hours of a regular casual staff member seeking conversion to full-time or part-time employment.
- 7.4.5(p) The MAIB must provide a casual staff member, whether a regular casual staff member or not, with a copy of the provisions of this subclause within the first 12 months of the staff member's first engagement to perform work. In respect of casual staff members already employed at the commencement of this Agreement, the MAIB must provide such staff members with a copy of the provisions of this subclause within six months of the commencement of the Agreement.
- 7.4.5(q) A casual staff member's right to request to convert is not affected if the MAIB fails to comply with the notice requirements in paragraph 7.4.5(p).

7.5 Temporary Staff Members

- 7.5.1 A 'Temporary Staff Member' is a staff member who is engaged on a part-time or full-time basis, for a minimum period of employment of five (5) consecutive days and up to a maximum of fifty two (52) weeks. Temporary employment may be aligned to school terms or on a periodic basis to meet particular needs or a particular program of the MAIB or replace a staff member on leave. Temporary employment is terminable by the MAIB in accordance with the MAIB's requirements, with a minimum notice period in accordance with the NES or pay in lieu to recognise any previously scheduled working days in the period of notice.
- 7.5.2 Upon engagement a temporary staff member will receive written advice from the MAIB clearly stating that the staff member is engaged as a temporary staff member, and the expected pattern and period of work.
- 7.5.3 The MAIB shall regularly review and if necessary promptly update the staff member as changes occur. The staff member shall be given at least five (5) calendar days notice of any changes to the previously advised pattern and period of work, or pay in lieu to recognise any previously scheduled working days in this period which are no longer required to be worked. By mutual agreement, such notice or pay in lieu may be reduced.
- 7.5.4 A temporary staff member may be engaged to work either full-time or part time-hours. A temporary staff member shall receive the equivalent pay and all other conditions to full-time or part-time staff members performing the same kind of work during the same period.

7.6 Calculation of Service

- 7.6.1 Subject to the provisions in subclause 7.6.3, in calculating service for all purposes in this Agreement, service will be taken to cover the total unbroken period of full-time or part-time employment with the MAIB from the date of employment to the date of termination of employment.
- 7.6.2 In calculating periods of service with the MAIB, the following periods will be taken into account:
- 7.6.2(a) any leave of absence with pay approved by the MAIB;
 - 7.6.2(b) any absences on account of sickness not exceeding twelve (12) consecutive months; and
 - 7.6.2(c) any period for which a staff member (already in MAIB's service) has been engaged upon any service with the Australian Armed Forces Reserve.
- 7.6.3 Any periods of approved leave without pay exceeding an aggregate of twenty (20) working days will not be calculated as a period of service for all purposes in this Agreement, but approved periods of leave without pay will not break the continuity of service.

8. STAFFING LEVELS

- 8.1 The MAIB and the FSU recognise that staffing levels that reflect customer needs and usage levels as well as business levels, are necessary for the achievement of the MAIB's business objectives. The parties also recognise that adequate staffing levels are also necessary for staff health, safety and well-being.
- 8.2 The MAIB shall review staffing levels regularly to ensure that sufficient staff members are available to provide the required level of service.
- 8.3 All overtime worked as per Clause 10 shall be recorded and paid at the correct rate.
- 8.4 The MAIB will advise the FSU of any programmes or initiatives that may significantly increase or decrease staffing levels.
- 8.5 Where any problem regarding staffing levels (either too many or too few staff to provide the required level of service) is identified by staff members or the FSU, the problem will be drawn to the attention of the management of the MAIB, who will consult on the matter.

9. HOURS OF WORK

9.1 Spread and Span of Hours

- 9.1.1 The spread of hours will be 7.00 am to 7.00 pm, Monday to Friday. **The spread of hours** means the time span during which a pattern of working hours may be performed or agreed under subclause 9.2.
- 9.1.2 For the purposes of this clause:
- 9.1.2(a) **A pattern of hours** is the ordinary or contracted hours of work agreed within the spread of hours and equates to 147 hours per four week cycle.
 - 9.1.2(b) Ordinary hours of duty will be worked within the spread of hours and will not exceed ten (10) hours per day (exclusive of meal breaks).
 - 9.1.2(c) **Additional time** means the hours worked in excess of the agreed ordinary or contracted hours, but within the spread of hours, which accrue for a staff member to use at a time agreed with their manager (See subclause 9.6 for full definition and process).
- 9.1.3 Work carried out during the spread of hours may be used to accrue additional time when performed outside contracted hours and/or a staff member's normal pattern of hours.
- 9.1.4 All staff members will be entitled to an unpaid lunch break each day of at least forty five (45) minutes duration. By mutual agreement, a staff member may increase or reduce their lunch break to one (1) hour or thirty (30) minutes respectively per day to meet personal needs or operational demands and adjust start/finish times accordingly.

9.2 Scheduled Hours

- 9.2.1 The number of hours for a full-time staff member scheduled to be worked in a four (4) week cycle will total 147.
- 9.2.2 Start and finish arrangements for new positions will be determined by the MAIB and shall be included within the MAIB's written offer of employment. Start and finish arrangements for both new and current positions can be varied by written mutual agreement between the MAIB and the staff member.
- 9.2.3 In scheduling working hours, the MAIB will consult with staff members and take into account:
 - 9.2.3(a) the need to provide quality service to customers in accordance with the MAIB Customer Service Charter;
 - 9.2.3(b) the work requirements;
 - 9.2.3(c) the staff member's personal circumstances including parental responsibilities and other commitments; and
 - 9.2.3(d) the staff member's preferences.

9.3 Flexible Working Arrangements

- 9.3.1 Flexible Working Arrangements are designed to meet the operational needs of the business and to provide opportunities for staff members to balance their work and personal commitments.
- 9.3.2 It is recognised by both parties that working arrangements need to be subject to periodic review to ensure that they continue to support the operational demands of the business, the personal needs of staff members and quality of working life commitments.
- 9.3.3 A nineteen (19) day month system shall apply to all full-time staff members under the terms outlined in this procedure.

9.4 Agreeing a Pattern of Working Hours

- 9.4.1 Each manager will assess and identify the operational requirements of their department/team, taking both internal and external customer requirements into account.
- 9.4.2 The manager will discuss the business requirements with team members as a group and consult with them to determine the best pattern of hours to support business needs.
- 9.4.3 The responsibility for ensuring that customer needs are met is shared between all team members. The team will discuss and agree each individual's pattern of hours giving consideration to the following:
 - 9.4.3(a) business requirements and client needs in the context of organisation/department/team objectives;
 - 9.4.3(b) staffing levels to meet these requirements;
 - 9.4.3(c) staff member's preferred working hours; and
 - 9.4.3(d) staff member's family and personal commitments.
- 9.4.4 In order to facilitate efficient work planning and to ensure continuity of services to internal and external customers, it is expected that a staff member's agreed pattern of hours will be a relatively stable arrangement.
- 9.4.5 Any changes to the agreed patterns of work must be discussed and agreed by the team as a whole and communicated to all members of the team, giving at least ten (10) days notice prior to the beginning of the new four week cycle.
- 9.4.6 During the four (4) week cycle the agreed pattern of hours may only be varied by consultation and agreement with team members.

- 9.4.7 Where a staff member cannot achieve agreement within the team and in consultation with their manager regarding a pattern of working hours, the matter should be referred to the next level of Management and/or be followed through the disputes procedure for resolution.
- 9.4.8 Managers will be expected to monitor and evaluate the effectiveness of the agreed working hours on an ongoing basis to ensure they support business requirements.

9.5 Accrued Days Off (ADO)

- 9.5.1 A full-time staff member will be entitled to an accrued day off at the completion of nineteen (19) working days.
- 9.5.2 ADOs will be taken in consultation with the manager at a time that is acceptable to all parties and should be taken prior to the accrual of the next ADO.
- 9.5.3 Exchanges of ADOs between staff within a team may be permitted subject to the approval of the manager.
- 9.5.4 In the event that an ADO cannot be taken during the period because of work demands, the manager will discuss with the staff member if they wish the ADO to be paid at ordinary time, or if they wish to carry over the ADO to the next cycle.
- 9.5.5 Subject to the special circumstances described in subclause 9.5.4, a maximum of one ADO may be carried forward to the new cycle.
- 9.5.6 In the event that the carryover ADO cannot be taken during the following cycle, the staff member will receive payment at the rate of time and a half.

9.6 Additional Time

- 9.6.1 Additional time is time worked within the spread of hours but outside of a staff member's contracted/agreed pattern of hours.
- 9.6.2 Additional time may be worked to meet business needs and such time worked should be no less than fifteen (15) minutes on each occasion.
- 9.6.3 Additional time may be initiated by:
- 9.6.3(a) the staff member, however agreement must be reached with the manager prior to the work being carried out; or
 - 9.6.3(b) the manager, subject to mutual agreement with the staff member regarding the time to be worked.
- 9.6.4 All additional time worked shall be formally recorded and accounted for.
- 9.6.5 A maximum of 14.7 hours may be accrued in any one four week cycle. A staff member is not permitted to have a negative additional time balance.
- 9.6.6 Accrued additional time may be taken with other types of leave, with the agreement of the manager. No more than 7.35 hours of additional time may be taken in any four week cycle and carry-over time into the next four week cycle should not exceed 7.35 hours. Accrued additional time is generally to be taken in half days or full days with the agreement of the manager.

10. OVERTIME

- 10.1 Overtime, which is any time worked in excess of 147 hours in a four (4) week cycle (excluding additional time described in subclause 9.6) or by a staff member outside of the spread of hours with the authorisation of the manager, will be paid at the appropriate rate as detailed in this clause.
- 10.2 In all cases, overtime shall only be worked where there is a genuine business requirement with the authorisation of the relevant manager.
- 10.3 If the manager identifies a business requirement that would necessitate working overtime, team members or individual staff members, as appropriate, will be consulted about their availability to work overtime, or the period of prior notice given.
- 10.4 A staff member may decline to work overtime on a particular day for reasons that include, but are not limited to, their family responsibilities or pre-arranged personal commitments.

- 10.5 Staff members are required to work a reasonable amount of overtime at the request of the MAIB, to ensure equitable allocation of work load provided that, as prescribed in subclause 10.4, a staff member may decline to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours.
- 10.6 For all time worked in excess of ordinary hours, as specified in Clause 9 - Hours of Work, or before the time fixed for commencing work or after the time fixed for ceasing work, payment will be made at the following rate:
- 10.6.1 In calculating overtime, each days work will stand alone. Overtime must be paid at the rate of time and a half for the first three (3) hours in any week and double time thereafter. However, all overtime on Saturdays, Sundays and prescribed public holidays must be paid at the rate of double time with a minimum payment as for three (3) hours work.
- 10.6.2 For the purpose of determining the appropriate hourly rate for overtime, the appropriate weekly rates will be *divided by 36.75*.
- 10.7 A staff member may elect, with the consent of a Manager, to take time off in lieu of payment for overtime. Overtime taken as time off during ordinary time hours will be taken at the appropriate overtime rate prescribed in subclause 10.6.1.
- 10.7.1 Alternatively, by agreement with the MAIB, the staff member may elect to be paid at ordinary rates for the time worked and take time off at the rate of 1/2 an hour for each hour of overtime worked where the applicable rate of pay was time and a half or one (1) hour for each hour of overtime worked where the applicable rate of pay was double time as the case may be.
- 10.8 Transport home will be provided for staff members, at their request, when they are required to work overtime in the evenings when it is dark and their normal means of transport is unavailable. Where possible, car parking space at the office will be made available for staff members working overtime in the evenings.

11. LEAVE ENTITLEMENTS

Leave entitlements shall not accumulate during any period of leave without pay.

11.1 Personal Leave (Sick Leave/Carer's Leave)

- 11.1.1 Personal leave shall accrue at the rate of twelve (12) days per annum and can be accessed for the purpose of personal illness or injury (personal sick leave), or leave to care for a member of the staff members' immediate family or household (carer's leave). Part-time staff members are entitled to accrue personal leave on a pro-rata basis. Any unused personal leave will accumulate from year to year.
- 11.1.2 A staff member who has exhausted all of their paid personal leave, will have access to an additional five (5) days of personal leave (pro-rata basis for part-time staff). These additional days will only be available within each leave year **and** only after a staff member has exhausted all other personal leave (annual allowance plus any accrued leave from previous years) **and** will not accrue into following years.
- 11.1.3 A staff members who has exhausted their paid personal sick leave/carers' leave may apply for unpaid leave and are entitled to take up to two (2) days per occasion for carer's leave. The MAIB requires that an application for unpaid personal sick leave/carers' leave is supported by the production of a medical certificate or other evidence satisfactory to the MAIB (which may include an affidavit or statutory declaration) for unpaid personal sick/carers' leave taken in excess of two (2) consecutive days and/or in excess of a total of five (5) days per year not supported by a medical certificate.
- 11.1.4 The MAIB requires that an application for personal sick leave/carers' leave is supported by the production of a medical certificate or other evidence satisfactory to the MAIB (which may include an affidavit or statutory declaration) for leave taken in excess of two (2) consecutive days and/or in excess of a total of five (5) days per year not supported by a medical certificate.

- 11.1.5 If a staff member becomes sick or is injured whilst on annual leave and produces, at the time, satisfactory medical evidence that had they been on duty they would have been unable to carry out their usual duties, they will be granted, subject to their leave entitlement, at a time convenient to the MAIB, leave equivalent to the period of sickness or injury occurring within the scheduled period of annual leave.
- 11.1.6 If a public holiday occurs during a staff member's period of absence because of sickness then such holiday will not be counted as sick leave.
- 11.1.7 For the purposes of this clause:
- 11.1.7(a) The term **immediate family** includes spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the staff member; child or adult child (including an adopted child, a step child or an ex nuptial child); parent, grandparent, grandchild or sibling of the staff member or sibling of spouse of the staff member.
- 11.1.7(b) **Year** means twelve (12) months between the date of engagement and the corresponding date in the calendar year and each successive period of twelve (12) months.
- 11.1.7(c) **Medical certificate** may include a certificate of incapacity issued by a medical practitioner or health professional registered with the Australian Health Practitioner Regulation Agency.

11.1.8 Discretionary Arrangement

In situations where all paid sick leave has been used, the CEO has the discretion to provide additional paid sick leave.

11.2 Compassionate Leave

- 11.2.1 A staff member, other than a casual staff member, is entitled to up to three (3) days paid leave on each occasion a member of the staff member's immediate family or household dies, or to spend time with the staff member's immediate family or household who has contracted or developed a personal illness that poses a serious threat to their life or sustains a personal injury that poses a serious threat to their life. This leave is in addition to other types of leave. In situations where more than three (3) days compassionate leave is required, the CEO has the discretion to provide additional paid leave from the Special Leave entitlement at subclause 11.3.
- 11.2.2 A staff member may take unpaid Compassionate leave by agreement with the MAIB.

11.3 Special Leave

- 11.3.1 The CEO may grant staff members in any leave year, special leave of up to five (5) paid working days for the following reasons:
- 11.3.1(a) To attend a funeral;
- 11.3.1(b) To attend to emergency repairs of the family home as a result of storms or floods, etc.;
- 11.3.1(c) To attend a conference dealing with matters not directly connected to their official MAIB duties; and
- 11.3.1(d) Any case of other pressing necessity or other special/extraordinary circumstances.
- 11.3.2 In the circumstance of the serious illness of a near relative, special leave will not be granted to a staff member who is entitled to carer's leave in respect of that person.

11.4 Annual Leave

- 11.4.1 For full-time staff members, annual leave will accrue progressively throughout the year at the rate of twenty (20) working days per annum of continuous service. Part-time staff members will accrue annual leave on a pro-rata basis.
- 11.4.2 Staff shall be requested to make application to the appropriate manager on an annual basis, to nominate their preferred annual leave dates so that effective human resources management planning can be achieved, thereby lessening the opportunity for staff

shortages to occur. Annual leave shall be granted and taken at a time agreed between the MAIB and the staff member.

- 11.4.3 In situations where staff members cannot forecast in advance, at the time requested, when they may require to take their annual leave, it cannot be guaranteed that the dates that they subsequently nominate will be available.
- 11.4.4 The manager, wherever it is reasonable and practicable:
- 11.4.4(a) will ensure that staff are able to take their annual leave in unbroken periods; and
 - 11.4.4(b) will organise workloads so that after twelve (12) months continuous service, each staff member has a four week period available for annual leave.
- 11.4.5 In situations where, because of business reasons, the manager is not able to approve a staff member's leave application, every effort will be made to find a mutually agreed alternative date.
- 11.4.6 If a satisfactory alternative date cannot be agreed, the matter shall be referred to the CEO for resolution.
- 11.4.7 Each staff member may seek approval for annual leave in conjunction with absences, such as an Outside Studies Program, a conference, or absences on other forms of leave.
- 11.4.8 As part of the MAIB stress prevention initiative, staff members are encouraged to take one period of annual leave of at least two (2) weeks in an unbroken leave period.
- 11.4.9 A staff member may take up to five (5) single annual leave days each year.
- 11.4.10 If a staff member does not use the full amount of annual leave accrued each year, the MAIB may allow the annual leave to accumulate up to a maximum entitlement of eight (8) weeks.
- 11.4.11 Staff members accruing annual leave in excess of the prescribed maximum of eight (8) weeks and who have not submitted an application to take annual leave, will:
- 11.4.11(a) be advised in writing that the annual leave must be taken within three (3) months of the date of receipt of the written advice;
 - 11.4.11(b) be given the opportunity to take the annual leave at the first available opportunity agreed between the manager and staff member; and
 - 11.4.11(c) in circumstances where there is an excessive accrual of annual leave, and where no annual leave application has been received, the staff member may be directed to take annual leave at such time as is convenient to the work area, taking into consideration the wishes of the staff member, providing that at least four (4) weeks notice is given to the staff member.

11.4.12 *Payment for Period of Leave*

- 11.4.12(a) Leave under this clause will be paid at the staff member's ordinary rate of pay and does not include overtime payments, penalty payments or any other allowances paid under this Agreement.
- 11.4.12(b) In addition to 11.4.12(a), staff members, will receive an annual leave loading of 17.5%. Staff members with less than one full year of service will receive a pro-rata annual leave loading payment.

11.4.13 *Proportionate Leave on Termination of Service*

When a staff member resigns, retires or dies, or the employment is terminated by the MAIB, the staff member or the staff member's estate will be paid all accrued annual leave entitlements at the ordinary rate of wage.

11.4.14 *Flexible Leave Scheme*

- 11.4.14(a) The MAIB and the FSU are committed to the establishment of a flexible, family friendly workplace that includes the implementation of work arrangements to help staff members balance family and work responsibilities.

- 11.4.14(b) The Flexible Leave Scheme (FLS) offers staff members flexible work and leave options.
- 11.4.14(c) The FLS allows the CEO to approve Agreements under which participating staff members will, by taking a reduction in normal salary for the period of at least one year, become entitled at the end of the agreed period of special ("additional ") leave that is of equal value to the amount of salary forfeited.

FLS consists of arrangements known as "FLS Agreements" and are available for the following periods:

Work Period	Percentage of Normal Salary Payable During the Period of the FLS Agreement	Flexible Leave Period
4 Years	80 % - "4 over 5 Year FLS Agreement"	1 Year
1 Year	92.3% "24 fortnights over 26 fortnights FLS Agreement"	4 weeks
1 Year	96.2% "25 fortnights over 26 fortnights FLS Agreement"	2 weeks

- 11.4.14(d) The taking of flexible leave is subject to the same requirements as taking annual leave that is detailed at subclause 11.4 and continuity of employment will not be affected by the leave period.
- 11.4.14(e) The participating staff member will continue to receive any salary increments and will be paid at the relevant rate less the agreed deduction during the work period.
- 11.4.14(f) No new salary increments will be applicable during the additional leave period of an FLS Agreement. Upon return to work the staff member's salary will be at the appropriate increased level.
- 11.4.14(g) Payment of all other leave entitlements taken during the work period of an FLS Agreement will be at the relevant rate less the agreed deduction.
- 11.4.14(h) A staff member wishing to withdraw from a FLS Agreement must apply in writing to the CEO and the value of the accumulated flexible leave entitlement will be paid as a lump sum or the staff member may apply to take the flexible leave subject to the same requirements as taking annual leave that is detailed at 11.4.1 to 11.4.12. A staff member who withdraws from a FLS Agreement cannot re-apply for a FSL Agreement during the twelve (12) months period following the withdrawal from a FSL Agreement.
- 11.4.14(i) A staff member who is incapacitated by a work injury during the work period of an FLS and is eligible to make a claim for workers compensation may elect to suspend the FLS Agreement during the period of their incapacity.
- 11.4.14(j) Where a participating staff member ceases to be employed by the MAIB the FLS Agreement will terminate, and the staff member, or that person's estate (in the case of the death of a staff member), will be paid in a lump sum the amount of the accumulated additional leave entitlement.
- 11.4.14(k) The operation of the FLS will be in accordance with the MAIB's FLS procedures.

11.4.15 Definition of Shiftworker

- 11.4.15(a) For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

11.4.16 Annual leave loading

- 11.4.16(a) Staff members who would have worked on shiftwork had they not been on leave — 17.5% or the shift loadings and relevant weekend penalty rates, whichever is the greater but not both.

11.5 Long Service Leave

- 11.5.1 Staff members are eligible to apply to take paid long service leave after ten (10) years continuous service. Long service leave is accrued at 6.5 days per annum for each continuous year of service, which equates to thirteen (13) weeks leave after each ten (10) years continuous service. By mutual agreement, staff members who have an unbroken period of service of at least seven (7) years may apply to take up to 75% of their accrued long service leave.
- 11.5.2 Part-time staff members accrue long service leave on the basis of their scheduled hours, inclusive of paid annual leave, paid personal/carers leave and public holidays.
- 11.5.3 A staff member who has transferred from full-time employment to part-time employment, or vice versa, will have their long service leave calculated on the basis of pro-rata time actually worked in each mode of employment. The staff member's current hourly rate will be the basis of their payment calculation.

11.5.4 Payment on Resignation

All staff members who resign for any reason or are dismissed for any reason other than serious and wilful misconduct, after at least seven years continuous service, but less than ten years continuous service, shall be entitled to payout of such pro-rata leave.

All staff members who resign after ten (10) years are entitled to a payout of their accrued long service leave.

11.5.5 Voluntary Cash Out of Long Service Leave Accrual

Staff members who have an unbroken period of service of at least seven (7) years may cash out up to 75% of their accrued long service leave, and are entitled to cash out up to 75% of long service leave accrued thereafter. Any cash out of long service leave must be on an entirely voluntary basis and may only be instigated by the staff member.

11.6 Parental Leave

11.6.1 Parental leave is provided for in the National Employment Standards.

11.6.2 Communication During Parental Leave:

- 11.6.2(a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, MAIB shall take reasonable steps to:
- 11.6.2(a)(i) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the staff member held before commencing parental leave; and
 - 11.6.2(a)(ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the staff member held before commencing parental leave.
- 11.6.2(b) The staff member shall notify the MAIB of changes of address or other contact details which might affect the capacity of the MAIB to comply with 11.6.2(a).

11.6A Paid Leave

- 11.6A.1 For the operation of this clause, a staff member is not entitled to take paid Personal Leave nor Compassionate Leave while they are taking unpaid parental leave, as per section 79(2) of the *Fair Work Act 2009*.
- 11.6A.2 A staff member who has served for a continuous period of less than twelve (12) months and who submits a certificate from a registered medical practitioner stating that the staff member is pregnant and specifying the expected date of delivery, shall be entitled to:
- 11.6A.2(a) Leave on full pay for a continuous period at the rate of one (1) day for each month of service to be taken from accumulated personal sick/carers leave

credits and within the period commencing six (6) weeks prior to the expected date of delivery and concluding twelve (12) weeks after the actual date of delivery. Eligible casual staff members are only entitled to unpaid parental leave.

- 11.6A.2(b) Additional leave without pay bringing the aggregate total of leave to a continuous period of fifty two (52) weeks. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.
- 11.6A.2(c) Staff members are responsible for ascertaining whether they have any entitlements to paid parental leave under any Government scheme and choosing, if necessary, which payment is of benefit to them. MAIB will not provide any advice in this regard.
- 11.6A.3 A staff member with not less than twelve (12) months continuous service but less than twenty four (24) months continuous service and who submits a certificate from a registered medical practitioner stating that the staff member is pregnant and specifying the expected date of delivery, shall be entitled to:
- 11.6A.3(a) Leave on full pay for a continuous period of up to thirteen (13) weeks. This leave shall be made up from eight (8) weeks paid parental leave and up to five (5) weeks to be taken from accumulated personal sick/carer's leave credits and shall be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding twelve (12) weeks after the actual date of delivery. Eligible casual staff members are only entitled to unpaid parental leave.
- 11.6A.3(b) Additional leave without pay that would bring the aggregate leave to a continuous period of fifty two (52) weeks. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.
- 11.6A.4 A staff member with not less than twenty four (24) months continuous service and who submits a certificate from a registered medical practitioner stating that the staff member is pregnant and specifying the expected date of delivery, shall be entitled to:
- 11.6A.4(a) Leave on full pay for a continuous period of up to thirteen (13) weeks. This leave shall be taken within the period commencing six (6) weeks prior to the expected date of delivery and concluding twelve (12) weeks after the actual date of delivery. Eligible casual staff members are only entitled to unpaid parental leave. A staff member may, by mutual agreement with the MAIB, elect to receive their entitlement to paid parental leave over a continuous period not exceeding twenty six (26) weeks and commencing no later than the date of delivery.
- 11.6A.4(b) Additional leave without pay that would bring the aggregate leave to a continuous period of fifty two (52) weeks. Such leave without pay shall be taken within the period from twenty (20) weeks before the expected date of delivery to twelve (12) months after the commencement of the period of paid leave.

Adoption Leave

- 11.6A.5 At the discretion of the CEO, on a case by case basis, equal access to paid Parental Leave (clause 11.6A) may be provided to a staff member for legal adoptions that are for children under the age of five (5) at the time of adoption.

Special Parental Leave

- 11.6A.6 A staff member eligible for Compassionate Leave (as specified in clause 11.2) may apply for access to Compassionate Leave if the staff member that was pregnant loses a child after 28 weeks of pregnancy. Any such applications will be at the discretion of the CEO to approve, with approval not to be unreasonably withheld.

11.6B Medical Appointments Attendances

- 11.6B.1 A pregnant staff member may use the Flexible Working Arrangement provision of this Agreement to attend routine medical appointments.

11.6B.2 In situations when a pregnant staff member, because of complications to the staff member's pregnancy or other reasons, requires attending more frequent medical appointments, then the staff member may apply to use special leave for this purpose.

11.6C Right to Request

11.6C.1 A staff member entitled to parental leave may request the MAIB to allow the staff member to extend the period of concurrent unpaid parental leave to no longer than eight (8) weeks to assist the staff member in reconciling work and parental responsibilities.

11.6C.2 The MAIB shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace or the MAIB's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency or the impact on customer service.

11.6C.3 The staff member's request and the MAIB's decision made under 11.6C.1 and 11.6C.2 must be recorded in writing. The MAIB must respond with their decision as soon as practicable, and not later than twenty one (21) days after the request is made.

11.6C.4 Where a staff member wishes to make a request under 11.6C.1, such a request must be made as soon as possible but no less than four (4) weeks prior to the date upon which the staff member is due to return to work from parental leave.

11.7 Family Violence Leave

11.7.1 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.

Family or household includes current or former partners in an intimate relationship, whenever and wherever the violence occurs.

Violent, threatening or other abusive behaviour includes, but is not limited to, physical, sexual, emotional, psychological and/or financial abuse by a person's family or household. It is the patterned use of coercive and controlling behaviour to limit, direct and/or shape a person's thoughts, feelings and actions.

11.7.2 General Principle

The MAIB recognises that staff members sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

Understanding the traumatic nature of family and domestic violence MAIB will support their staff member if they have difficulties performing tasks at work.

No adverse action will be taken against a staff member if their attendance or performance at work suffers because of experiencing family and/or domestic violence.

A staff member will not be discriminated against because of their disclosure of, experience of, or perceived experience of, family and/or domestic violence.

11.7.3 Confidentiality

MAIB will take all reasonable measures to treat information relating to domestic and/or family violence confidentially, and only disclose the information if required by law or for safety reasons.

All personal information concerning family and/or domestic violence will be kept confidential in line with relevant legislation. No information will be kept on a staff member's personnel file without their express permission.

11.7.4 Support

Anyone who is experiencing family and/or domestic violence can raise the issue with their line manager or their Union Delegate, in the knowledge that the matter will be treated sympathetically and confidentially.

Discussions will:

- be held in a sensitive and non-judgemental manner;
- agree measures to prioritise safety in the workplace and make all reasonable efforts to provide a safe work environment for the staff member;
- provide staff members with access to EAP; and
- where practical, agree adjustments to work schedules and / or work location to assist the staff member if required.

11.7.5 Family and Domestic Leave

Staff members experiencing family and/or domestic violence will have access to 10 days of paid Family and Domestic Violence Leave per annum, based on commencement date.

A further 10 days of paid Family and Domestic Violence Leave per annum may be granted by the CEO on a case by case basis.

Where a staff member has exhausted their Family and Domestic Violence Leave they may utilise Special Leave, subject to the conditions outlined in clause 11.3 and any other entitlement to leave provided in this Agreement.

Subject to the evidentiary requirements in clause 11.7.6, this leave may be taken as whole or part days for the purpose of:

- Attending medical or counselling appointments;
- Sourcing alternative accommodation;
- Attending appointments with a legal practitioner;
- Attending legal proceedings;
- Organising alternative care for members of their immediate family or household;
- Organising alternative education arrangements for their children;
- Rebuilding support networks; and
- Other activities related to the experience of Family and Domestic Violence.

Family and Domestic Violence Leave does not accrue year on year.

Family and Domestic Violence Leave accrual is not payable on cessation of employment.

11.7.6 Notice and Evidence Requirements

The staff member shall give MAIB notice as soon as reasonably practicable of their request to take leave under this clause.

If requested by MAIB, the staff member must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause.

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.

11.8 Leave for Defence Forces Training Purposes

Notwithstanding the provisions of this clause, in situations where the granting of paid leave to attend Australian Defence Forces training results in a cost to the MAIB, the MAIB reserves the right to make application for any future employer allowance or incentive that may be offered by the Commonwealth Government of Australia in respect to the granting of such leave.

- 11.8.1 The CEO of the MAIB may grant paid leave for a period not exceeding ten (10) working days in any year to enable any staff member who is a volunteer member of the Australian Army, Navy or Air-force Reserve, for the purpose of attending an annual training camp.
- 11.8.2 The CEO may, in addition to any leave granted under subclause 11.8.1 grant paid leave for a further period not exceeding sixteen (16) days in any year to enable a staff member to attend at any drill, parade, military school, or class or course of instruction at which they are required, or are eligible, to attend in their capacity as a member of the Defence Reserve.

- 11.8.3 Any staff member who requires leave under this clause will submit a written application to the CEO and will provide a certificate verifying the necessity of their attendance at the camp or other activity to which the application relates.
- 11.8.4 Upon the completion of any period of leave granted under this clause, the staff member will furnish satisfactory evidence that they attended for the purpose for which the leave was granted.
- 11.8.5 Any period of leave granted to a staff member under this clause will not affect a staff member's accrual of annual leave or personal/carer's leave or their eligibility for long service leave.
- 11.8.6 A staff member granted leave under subclause 11.8.1 will be paid an amount equal to their normal salary for the period of that leave.
- 11.8.7 A staff member granted leave under subclause 11.8.2 will be paid an amount equal to their normal salary for that period, less any Defence Reserve pay or allowance received by the staff member for that period.
- 11.8.8 A staff member who, while serving with the Australian Army, Navy or Airforce Reserve, sustains an injury or contracts an illness necessitating absence from duty beyond the period of leave granted under this clause, may be granted leave on the following terms:
 - 11.8.8(a) If compensation is not paid to the staff member for such absence, the leave may be granted as personal sick leave
 - 11.8.8(b) If compensation is paid and is equal to or exceeds the amount of pay the staff member would have received had personal sick leave been granted, the leave will be granted without pay.
 - 11.8.8(c) If compensation is paid and is less than the amount of pay the staff member would have received had personal sick leave been granted, the staff member may be paid an amount equal to the difference, and personal sick leave credits will be reduced as if sick leave had been granted for the number of days as is appropriate to the amount of the difference.

11.9 Community Service Leave

- 11.9.1 Community Service Leave is provided for in the National Employment Standards.

11.10 Public Holidays

- 11.10.1 All staff members, other than casual staff members receiving the 25% casual loading, will be allowed the following days as paid holidays:
 - 11.10.1(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - 11.10.1(b) The following days when prescribed in Tasmania: Australia Day, Anzac Day, Recreation Day, Queens Birthday and Eight Hours Day; and
 - 11.10.1(c) In addition to the public holidays listed in 11.10.1(a) and (b), staff members are entitled to a public holiday on the Tuesday immediately following Easter Monday.
 - 11.10.1(d) Where a day is legislated, declared, proclaimed, gazetted or otherwise prescribed as a holiday in Tasmania or in a locality within Tasmania in substitution for any of the days specified in 11.10.1(a), (b) and (c), such day will be the holiday for the purposes of this Agreement in lieu of the day specified.
 - 11.10.1(e) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
 - 11.10.1(f) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
 - 11.10.1(g) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday.

- 11.10.1(h) For clarification Launceston Cup Day is not a public holiday.
- 11.10.2 Where in Tasmania in a locality where a MAIB office is situated, public holidays are declared or prescribed on days, other than those set out in 11.10.1, those days will constitute additional public holidays for the staff members employed in that locality for the purpose of this Agreement.
- 11.10.3 Payment for the above holidays, which are taken and not worked, will be at the normal rate of pay which would have applied to the staff member concerned when, if it were not for such holiday, the staff member had been at work.
- 11.10.4 Payment to a staff member for work performed on holidays mentioned in 11.10.1 will be at the rate referred to in 10.6.1. Alternatively, the staff member may elect to take leave in lieu in accordance with 10.7.1 at a time agreed between the MAIB and the staff member.
- 11.10.5 Where any holiday or day substituted for a public holiday falls during a period of annual leave on a day of the week which is normally a working day for a staff member, an extra day will be added to the annual leave of the staff member concerned.
- 11.10.6 By agreement between the MAIB and the majority of staff members in the organisation or section of the organisation, an alternative day may be taken as the public holiday in lieu of the prescribed days. Such an agreement shall be recorded in writing and made available to all affected stakeholders.

12. AGREEMENT INITIATIVES

12.1 Staff Training & Development

- 12.1.1 The MAIB is committed to providing quality training in order to:
- 12.2.1(a) Assist staff members to become fully effective in their roles;
 - 12.2.1(b) Assist staff to obtain and maintain their competency applicable to their position function;
 - 12.2.1(c) Assist staff members to develop a broad understanding of the MAIB operations;
 - 12.2.1(d) Assist staff to meet their next logical step in their career development within the MAIB; and
 - 12.2.1(e) The MAIB will provide essential skills training for staff to enable them to perform their role competently.
- 12.1.2 All staff members are required to undertake any training that the MAIB is required by legislation and/or regulation to comply with, or where there is an identified need via the MAIB risk management assessment process. Compulsory training will be paid time at the appropriate rate.
- 12.1.3 Course Fees**
- 12.1.3(a) In situations where the training course or course of study has been instigated by the MAIB and agreed to by the staff member, course fees will be paid by the MAIB in accordance with the MAIB policy.
 - 12.1.3(b) The funding of approved studies will be in the form of a study allowance that will be paid at the successful completion of each unit or course (depending upon the length of the course). The staff member must provide documentation proving that they have successfully completed the unit for the allowance to be paid.
 - 12.1.3(c) The allowance is a taxable allowance (of a net benefit after tax that equates to approximately 75% of the fees for that course). The staff member has complete responsibility and control over what they do with the allowance, i.e. whether they pay HECS fees up front for the next semester or pay later through the tax system. The MAIB reserves the right not to pay the allowance if the staff member withdraws from, or is no longer eligible to complete the approved course of study. A decision to grant an allowance is made for the current year of study only, and there is no commitment to pay allowances in subsequent years.

12.2 Merit Awards

- 12.2.1 Upon the attainment of a relevant tertiary diploma, staff members receive a Merit Award of \$750.
- 12.2.2 Upon the attainment of a relevant University degree, staff members receive a Merit Award of \$1500.
- 12.2.3 Upon the attainment of a relevant Certificate IV, staff members receive a Merit Award of \$300.
- 12.2.4 Upon the attainment of a relevant Certificate III, staff members receive a Merit Award of \$200.

12.3 MAIB Home Personal Computer

- 12.3.1 To enable continuing staff members to purchase a computer for home use, the MAIB will advance an interest free loan to staff for this purpose and use its purchasing power to ensure that staff members are able to enjoy the benefit of price advantage.
- 12.3.2 At the request of the staff member, and subject to the staff member agreeing to the MAIB Home PC Loan Agreement terms and conditions, the MAIB will provide a loan of \$1,550 to a staff member who has purchased a personal computer for home use.

12.4 Voluntary Superannuation Contributions by Salary Sacrifice

- 12.4.1 Ordinary salary for the purposes of this clause is defined as outlined in the Salary Structure.
- 12.4.2 A staff member may nominate the percentage of their ordinary salary as a Salary Sacrifice Contribution, providing that such percentage does not contravene any relevant legislation.
- 12.4.3 Any salary sacrifice contributions are made on an entirely voluntary basis by the staff member.
- 12.4.4 For the staff member's salary sacrifice application to be valid, the staff member must complete the application form provided by the MAIB. The MAIB must approve the salary sacrifice application form before the staff member's ordinary wage is adjusted for salary sacrifice contributions. A processed application will be referred to as a Salary Sacrifice Agreement.

12.4.5 Rate for Periods of Paid Leave

The staff member will receive their post salary sacrifice wage for periods of annual leave, long service leave, and other periods of paid leave. The salary sacrifice contribution continues to be made to the superannuation fund for the time the staff member is on leave.

12.4.6 Calculation of Benefits on Termination

Upon termination of employment, benefits will be calculated and paid on the staff member's pre-salary sacrifice wage in accordance with legislative requirements. Salary sacrifice payments will not be made on termination or form part of the termination payment.

12.4.7 Variation to a Salary Sacrifice Agreement

Unless otherwise agreed by the CEO, a staff member may revoke or vary their Agreement once in each twelve (12) month period in accordance with MAIB policy.

A staff member shall give not less than one (1) month's written notice of their revocation or variation to a Salary Sacrifice Agreement provided that:

- 12.4.7(a) If a staff member seeks to revoke their Salary Sacrifice Agreement because of economic hardship, the one (1) month's notice may be waived, by agreement with the CEO.

12.4.8 Change to Tax Law or Cost of Offering Salary Sacrifice

The continuation of a staff member's Salary Sacrifice Agreement is subject to the MAIB not incurring any consequential or additional costs in association with its operation.

Should changes occur in tax law or practice such that the MAIB incurs a cost or expense under or in respect of Salary Sacrifice Agreements, such Agreements cease to apply on the

MAIB giving one (1) month's notice, unless a staff member elects to accept personal responsibility for the additional cost.

Similarly, if tax or other changes occur which affect the staff member's salary sacrifice, the staff member may, upon one (1) months notice in writing, terminate or vary the Salary Sacrifice Agreement.

12.4.9 Salary Sacrifice Superannuation and SGC

The MAIB shall not use any Salary Sacrifice Agreement contribution to reduce its obligations under the *Superannuation Guarantee Administration Act 1992* or any legislation that succeeds or replaces it.

12.4.10 Superannuation Plan

Where a staff member has selected a superannuation fund for the payment of MAIB SGC payments, the contribution by voluntary salary sacrifice must be made to the same fund.

12.5 Salary sacrifice for non superannuation purposes

12.5.1 The MAIB will consider other requests for salary sacrifice for non-superannuation matters on the merits of each individual case, with approval not to be unreasonably withheld.

12.5.1 If salary sacrifice is approved under this subclause 12.5, all relevant requirements of clause 12.4 will apply.

12.6 Additional Superannuation

12.6.1 In addition to superannuation contributions made by the MAIB to meet its obligations under the *Superannuation Guarantee Administration Act 1992* or any relevant legislation, an additional employment benefit is payable to a staff member with five (5) years continuous service with MAIB:

12.6.1(a) The MAIB will match dollar for dollar, all additional voluntary superannuation payments made by the staff member (other than mandatory contributions to a defined benefits fund) to a maximum of 5% of the staff member's annual gross salary with a maximum MAIB additional contribution of \$3,000.

12.6.1(b) The MAIB will match dollar for dollar, mandatory superannuation contributions made by a staff member to the RBF Defined Benefits Fund to a maximum of 5% of the staff member's annual gross salary with a maximum MAIB additional contribution of \$3,000.

13. REDUNDANCY PROVISIONS/PAYMENTS/NOTICE

13.1 Redundancy Provision

It is recognised by all parties that in the event that it is necessary to make positions within the MAIB staffing structure redundant then it is preferable that the necessary reductions be achieved through natural attrition. If in the event that natural attrition is not a practical option for the MAIB and it is necessary to make positions redundant, the MAIB will call for volunteers.

In this event and after consultation with the FSU and staff members, the MAIB will call for expressions of interest from staff for voluntary retrenchment on the following basis:

13.1.1 In respect to the calling for volunteers where the redundancies are to occur only in a particular Department or Section of the MAIB's operations, the call for volunteers may be restricted to those particular Departments or Sections affected.

13.1.2 The MAIB will notify all staff of the number of positions within each classification and each Department or Section that are required to be made redundant.

13.1.3 Staff will be given a minimum of two (2) weeks to indicate whether they wish to be considered for voluntary retrenchment. (All requests for information will remain confidential between the CEO and the individual).

13.1.4 The MAIB will consider all expressions of interest in voluntary retrenchment, however, the MAIB retains the right not to grant voluntary retrenchment to any particular staff member on the basis of specific organisational need.

- 13.1.5 Staff will be notified within two (2) weeks of the closing date of expressions of interest whether or not their retrenchment request is successful.
- 13.1.6 In the case of volunteers that are accepted, the MAIB retains the right to nominate a specific date from which the notice period will commence and to require the staff member to work through part or all of the notice period.
- 13.1.7 Staff accepted for voluntary retrenchment will be entitled to the same benefits as staff subject to non-voluntary redundancy with the exception of outplacement counselling.

13.2 Redeployment

- 13.2.1 If the MAIB's requirements for a specific skills mix or staff reductions have not been met through the voluntary retrenchment process, the MAIB will identify positions to be declared redundant.
- 13.2.2 Where a position has been declared redundant, the MAIB will explore all reasonable alternatives for continuing employment for the incumbent staff members, including redeployment to a comparable position and retraining.
- 13.2.3 Where a position has been declared redundant and the MAIB is not able to find a comparable position, the affected staff member may be offered a position at a lower level/grade or status or, in the case of a full time staff member, a part-time position. In all such cases, the staff member may decline the offer and elect to be retrenched. Alternatively, the staff member may agree to a two (2) month trial in the new position. Should the employment prove to be unsuitable to either party during the trial, the staff member will be retrenched without loss of entitlement. Entitlement will be calculated at the applicable rate prior to the staff member taking up the lower grade position.
- 13.2.4 If the staff member agrees to continue employment in the lower grade position or part-time position, their salary will be adjusted accordingly.

13.3 Involuntary Retrenchment

- 13.3.1 If the MAIB's requirements for a specific skill mix are not met via the voluntary retrenchment process then the MAIB may choose to implement a process of involuntary retrenchment to ensure optimal operational efficiency is achieved.
- 13.3.2 Staff members whose positions are made redundant and who are retrenched on a voluntary or involuntary basis shall be entitled to the following:
 - 13.3.2(a) Four (4) weeks pay in lieu of notice plus one (1) additional weeks pay if the affected staff member is over forty five (45) years of age and has at least two (2) years continuous service; plus
 - 13.3.2(b) Seven (7) weeks pay for the first year of service (or pro rata for those with less than one (1) full year of service); plus
 - 13.3.2(c) Three (3) weeks pay for each subsequent year of continuous service; plus
 - 13.3.2(d) full vesting of MAIB superannuation contributions, including contributions for the notice period.

The maximum entitlement payable under this clause is fifty (50) weeks pay.

- 13.3.3 Staff members who have completed a minimum of seven (7) years service will also be paid long service leave on a pro rata basis, in addition to the staff member's entitlement under subclause 13.3.2.
- 13.3.4 All other entitlements that may normally be payable on termination will apply.
- 13.3.5 Staff members who are involuntarily retrenched shall be entitled to outplacement services through a recognised firm for up to three (3) visits.

13.4 General

Staff members who are made redundant shall be given assistance by the MAIB in seeking suitable alternative employment. Such staff members will be granted one (1) day time-off with pay during

each week of the notice period to seek alternative employment or to make arrangements for training or re-training.

14. SALARY STRUCTURE

14.1 Salary Levels

- 14.1.1 The salary structure set out in Table 1 will apply from the date of approval of this Agreement with salary increases to apply and to be paid as outlined in Table 1.
- 14.1.2 Progression to the levels within each position will be based on years of service in that position. Subject to clause 14.1.4, the commencing salary for each position will be Level 0. Progression to each level will be on the completion of one year's service in that position (service to be calculated in accordance with clause 7.6). For clarity:
 - 14.1.2(a) Level 0 is the salary when commencing in the position.
 - 14.1.2(b) Level 1 is obtained after 1 full calendar year of service in that position.
 - 14.1.2(c) Level 2 is obtained after 2 full calendar years of service in that position.
 - 14.1.2(d) Level 3 is obtained after 3 full calendar years of service in that position.
- 14.1.3 The levels for each position apply to years of service in that position. If a staff member moves to another position, subject to clause 14.1.4, they will start that position on level 0.
- 14.1.4 The MAIB reserves the right to recognise a candidate's skill and experience at its sole discretion when making appointment decisions and appoint to any level in the salary range applicable for that position.
- 14.1.5 The annual salary calculated using the salary structure table will be paid to staff members by equal fortnightly instalments.
- 14.1.6 The MAIB reserves the absolute right to offer various corporate assistance roles, which may attract an additional payment. The roles currently offered, and relevant pay rates, are set out in Table 2. The MAIB may fill, not fill, vary or withdraw these roles, based on business need.

14.2 Transition from previous competency based pay structure

- 14.2.1 For staff members who commenced employment prior to this Agreement coming into effect and with less than three (3) year's served in their position, their commencement salary under this Agreement will be their salary applying before this new Agreement comes into effect (plus the general indexation to be applied from 1 July 2019 as outlined in Table 1), or the relevant salary from Table 1, whichever is the highest.

Table 1: Salary Structure

Position	Level	Full Time Salary			
		Current	From 1/7/2019 2.35%	From 1/7/2020 2.30%	From 1/7/2021 2.30%
Claims Administrator	0	45,389	49,033	50,161	51,315
	1		51,611	52,798	54,013
	2		54,188	55,435	56,710
	3	55,463	56,766	58,072	59,408
Receptionist	0	52,776	54,704	55,962	57,249
	1		55,391	56,665	57,969
	2		56,079	57,369	58,688
	3	55,463	56,766	58,072	59,408
Claims Officer - General	0	53,508	58,139	59,476	60,844
	1		61,512	62,927	64,374
	2		64,885	66,377	67,904
	3	66,691	68,258	69,828	71,434
Claims Officer - Serious Injury	0	53,508	59,922	61,300	62,710
	1		65,079	66,576	68,107
	2		70,236	71,851	73,504
	3	73,662	75,393	77,127	78,901
Executive Officer	0	66,669	69,156	70,747	72,374
	1		70,076	71,688	73,336
	2		70,995	72,628	74,299
	3	70,264	71,915	73,569	75,261
Executive Secretary	0	57,040	60,864	62,264	63,696
	1		63,348	64,805	66,295
	2		65,832	67,346	68,895
	3	66,747	68,316	69,887	71,494
Team Leader	0	75,500	80,075	81,917	83,801
	1		82,875	84,782	86,732
	2		85,676	87,646	89,662
	3	86,445	88,476	90,511	92,593
Accountant	0	74,898	81,070	82,935	84,843
	1		85,481	87,448	89,459
	2		89,893	91,960	94,076
	3	92,139	94,304	96,473	98,692
Accounting Officer	0	53,504	56,052	57,341	58,660
	1		57,343	58,661	60,011
	2		58,633	59,982	61,361
	3	58,548	59,924	61,302	62,712
Accounting Officer - Payroll Back Up	0	53,504	56,807	58,114	59,451
	1		58,852	60,206	61,591
	2		60,897	62,298	63,731
	3	61,497	62,942	64,390	65,871
Payroll Officer	0	53,504	57,487	58,809	60,162
	1		60,213	61,598	63,015
	2		62,939	64,386	65,867
	3	64,157	65,665	67,175	68,720
Business Analyst	0	58,280	64,783	66,273	67,797
	1		69,916	71,524	73,169
	2		75,049	76,775	78,541
	3	78,341	80,182	82,026	83,913

Table 1: Salary Structure (continued)

Position	Level	Full Time Salary			
		Current	From 1/7/2019 2.35%	From 1/7/2020 2.30%	From 1/7/2021 2.30%
ICT Administrator	0	66,669	73,006	74,685	76,403
	1		77,777	79,565	81,395
	2		82,547	84,446	86,388
	3	85,313	87,318	89,326	91,380
ICT Manager	0	74,771	80,570	82,423	84,319
	1		84,611	86,557	88,548
	2		88,653	90,692	92,778
	3	90,566	92,694	94,826	97,007

Table 2: Corporate Assistance Roles

Corporate Assistance Payments	Current	From 1/7/2019 2.35%	From 1/7/2020 2.30%	From 1/7/2021 2.30%
EEO Support	980	1,003	1,026	1,050
First Aid	492	504	516	528
OH & S	492	504	516	528
Fire Safety	492	504	516	528
JCC Member	492	504	516	528

14.3 The annual salary calculated using the salary tables above will be paid to staff members by equal fortnightly instalments.

15. PROBLEM SOLVING/DISPUTES PROCEDURE

15.1 In the event of a dispute arising under this Agreement, or in relation to the NES including subsections 65(5) of the Act (request for flexible working arrangement) or 76(4) of the Act (extending the period of parental leave), the following procedure will be observed:

15.1.1 As soon as practicable after a grievance or dispute arises with the MAIB, the staff member concerned will take the matter up with their manager, affording them the opportunity to remedy the cause of the dispute or claim. The staff member may choose to involve the FSU or another representative of the staff member's choice, in the initial discussion.

15.1.2 Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that direct discussions between the staff member and the Manager would be inappropriate, the matter shall be taken up with the CEO, who will pursue the matter after being satisfied as to the substance of the claim.

15.1.3 If the matter is not resolved it will be submitted to an independent arbitrator, mutually agreed between the staff member and their representative and the MAIB.

15.1.4 If the matter is not settled it will be submitted to FWC which will endeavour to resolve the issue by conciliation and/or arbitration.

15.2 Without prejudice to either party, work will continue under previous arrangements while the matters in dispute are being dealt with in accordance with this clause.

15.3 Notwithstanding the above, a staff member may be represented by the Union or another support representative of their choice, or contact the Union or another support representative of their choice for assistance/guidance, during any stage of the dispute settlement procedure.

15.4 It is not intended that any of the above procedures will restrict any of the parties to refer the matter to FWC for determination at any stage.

15.5 Resolving Disputes in the Fair Work Commission

- 15.5.1 As provided at 15.1.4, if a dispute in relation to a matter arising under this Agreement is unable to be resolved at the workplace, the dispute may be referred to FWC for resolution by conciliation and, if the dispute remains unresolved, by arbitration.
- 15.5.2 In relation to both conciliation and arbitration, FWC may exercise all the substantive and procedural powers necessary or convenient for the just resolution of the dispute.
- 15.5.3 Without limiting the above, in arbitration FWC may exercise procedural powers to determine matters related to representation, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 15.5.4 FWC shall:
- 15.5.4(a) avoid unnecessary formality, technicalities and legal forms;
 - 15.5.4(b) not be bound by the rules of evidence;
 - 15.5.4(c) act according to equity, good conscience and the substantial merits of the case;
 - 15.5.4(d) apply the principles of natural justice;
 - 15.5.4(e) have the power to determine appropriate remedies to resolve the dispute; and
 - 15.5.4(f) unless otherwise agreed by the parties, provide any decisions in writing, accompanied (or followed) by written reasons.
- 15.5.5 Any arbitration proceeding shall, unless otherwise agreed, be recorded and transcribed.
- 15.5.6 The parties to the dispute will be bound by any decision made by FWC subject to either party exercising any right of appeal against the decision to a Full Bench of FWC.

16. ANNUALISED SALARY

16.1 Annual salary instead of Agreement provisions

- 16.1.1 The MAIB may pay a staff member an annual salary in satisfaction of any or all of the following provisions of this Agreement:
- 16.1.1(a) clause 14 (Salary Structure);
 - 16.1.1(b) clause 17 (Allowances);
 - 16.1.1(c) clause 10 (Overtime and penalty rates); and
 - 16.1.1(d) clause 11.4.12 (b) (Annual Leave loading).
- 16.1.2 Where an annual salary is paid, the MAIB must advise the staff member in writing of the annual salary that is payable and which of the provisions of this Agreement will be satisfied by payment of the annual salary.

16.2 Annual salary not to disadvantage staff members

- 16.2.1 The annual salary must be no less than the amount the staff member would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- 16.2.2 The annual salary of the staff member must be reviewed by the MAIB at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

16.3 Base rate of pay for staff members on annual salary arrangements

- 16.3.1 For the purposes of the NES, the base rate of pay of a staff member receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in clause 14—Salary Structure and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.

17. ALLOWANCES

17.1 Meal Allowance

A staff member required to work overtime for more than one and a half (1.5) hours after their normal finishing time Monday to Friday or who is required to work more than four (4) hours on a Saturday or Sunday will be entitled to be paid a meal allowance at the rate specified in the most current relevant ATO Taxation Determination (at time of drafting this Agreement, the most current was ATO TD 2018/11) or will be supplied with an adequate meal by the MAIB.

A staff member who is required to travel intrastate or interstate and is required to purchase a meal, shall be paid an allowance at the rate specified in the most current relevant ATO Taxation Determination (at time of drafting this Agreement, the most current was ATO TD 2018/11).

17.2 Overnight Accommodation Allowance

Where a staff member is required to stay overnight in the course of their employment, and the accommodation is not paid for by the MAIB, the allowances will apply as per the rate specified in the most current relevant ATO Taxation Determination (at time of drafting this Agreement, the most current was ATO TD 2018/11).

17.3 Car Allowance

A staff member who uses their own car on MAIB business with the authority of the MAIB will receive a payment of 78 cents per kilometre car allowance.

17.4 Adjustment of Allowances

The allowances provided shall be increased in each year of this Agreement in line with the adjustment to allowances as determined by the Australian Tax Office and published in relevant Taxation Determinations.

18. JOINT CONSULTATIVE COMMITTEE (JCC)

- 18.1 The JCC established under the 1998 Enterprise Agreement will continue to operate.
- 18.2 The purpose of the JCC is to provide a forum for the discussion of employment/industrial relations matters and matters of common interest and concern to the MAIB Management and staff.
- 18.3 The JCC will, therefore, consider any proposals that directly affect the collective interests of staff, including any review of this Agreement, or matters that represent a fundamental change in working practice.
- 18.4 The salary information that is relevant to individual staff members will not be disclosed to the JCC during this process.
- 18.5 The MAIB shall be represented on the JCC by up to three senior Managers, one of whom shall be the CEO.
- 18.6 FSU representation shall consist of two staff members who are FSU members endorsed by the Union. Non-union staff representation shall consist of up to two (2) staff representatives elected by non-union staff.
- 18.7 In the event that non-unionised staff members choose not to nominate representatives or fail to appoint representatives, they may appoint a proxy representative for a period not exceeding twelve (12) months.
- 18.8 Members of the JCC will be entitled to have advisers in attendance that will have speaking rights. Except in the case of special meetings, each party shall give a minimum of seven (7) days notice to the other party of its intention to invite such advisers to the meeting, unless otherwise mutually agreed.
- 18.9 An annual timetable of meetings of the JCC shall be agreed in advance on the basis of a quarterly cycle, which may be subject to variation with the agreement of both parties.
- 18.10 The Chair for each meeting of the JCC shall rotate between the parties. A draft agenda will be prepared by the Chair of the respective meeting and circulated to attendees for comment at least ten (10) working days prior to the meeting together with a copy of the minutes of the previous meeting and any supporting papers to be discussed at the meeting.

- 18.11 A jointly agreed minute-taker will take minutes of each meeting, subject to the agreement of the JCC, which will be signed by the Chair of the meeting to acknowledge the agreement of the parties.
- 18.12 Special meetings may be called by either of the parties. Such meetings will normally be convened within ten (10) working days or within a mutually agreed time-scale.
- 18.13 Each party shall make every effort to send its confirmed representatives to each meeting but substitution shall be permitted where representatives are unable to attend.
- 18.14 Meetings shall be deemed to have a quorum if two (2) Management representatives, one (1) Union representative and one (1) staff representative are present. In the event that there are no elected staff representatives, the meeting shall be deemed to have a quorum if two Management representatives and two Union representatives are present.
- 18.15 The JCC is to be an additional consultative mechanism within the MAIB. It will not replace or be a substitute for direct consultation and negotiation between the MAIB and the FSU.
- 18.16 Resolutions of the JCC shall not be binding on either party but shall be recommendations only to their respective decision-making forums whose ratification shall be required before an agreement is deemed to be reached.

19. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 19.1 The MAIB and a staff member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 19.1.1 the arrangement deals with one or more of the following matters:
 - 19.1.1 (a) arrangements about when work is performed;
 - 19.1.1 (b) overtime rates;
 - 19.1.1 (c) penalty rates;
 - 19.1.1 (d) allowances; and
 - 19.1.1 (e) leave loading.
 - 19.1.2 the arrangement meets the genuine needs of the MAIB and the staff member in relation to one or more of the matters mentioned in paragraph 19.1.1; and
 - 19.1.3 the arrangement is genuinely agreed to by the MAIB and the staff member.
- 19.2 The MAIB must ensure that the terms of the individual flexibility arrangement:
 - 19.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*;
 - 19.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - 19.2.3 result in the staff member being better off overall than the staff member would be if no arrangement was made.
- 19.3 The MAIB must ensure that the individual flexibility arrangement:
 - 19.3.1 is in writing;
 - 19.3.2 includes the name of the MAIB and the staff member; and
 - 19.3.3 is signed by the CEO and the staff member and if the staff member is under 18 years of age, signed by a parent or guardian of the staff member;
 - 19.3.4 includes details of:
 - 19.3.4(a) the terms of the Agreement that will be varied by the arrangement;
 - 19.3.4(b) how the arrangement will vary the effect of the terms;
 - 19.3.4(c) how the staff member will be better off overall in relation to the terms and conditions of the staff member's employment as a result of the arrangement; and
 - 19.3.4(d) states the day on which the arrangement commences.
- 19.4 The MAIB must give the staff member a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

19.5 A cooling off period of seven (7) days from the signing of an individual flexibility arrangement shall apply, during which a staff member or the MAIB may cancel the individual flexibility arrangement by giving twenty four (24) hours notice to the other party.

19.6 The MAIB or the staff member may terminate the individual flexibility arrangement:

19.6.1 by giving no more than twenty eight (28) days written notice to the other party to the arrangement; or

19.6.2 if MAIB and the staff member agree in writing, at any time.

20. CONSULTATION ON MAJOR WORKPLACE CHANGE

20.1 This term applies if:

20.1.1 The MAIB has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

20.1.2 the change is likely to have a significant effect on staff members.

20.2 The MAIB must notify the relevant staff members of the decision to introduce the major change. If the major change is going to affect two (2) or more staff members then the MAIB must notify the Union.

20.3 Relevant staff members may appoint a representative for the purposes of the procedures in this term.

20.4 If:

20.4.1 a relevant staff member appoints, or relevant staff members appoint, a representative for the purposes of consultation; and

20.4.2 the staff member or staff members advise the MAIB of the identity of the representative; the MAIB must recognise the representative.

20.5 As soon as practicable after making its decision, the MAIB must:

20.5.1 discuss with the relevant staff members:

20.5.1(a) the introduction of the change;

20.5.1(b) the effect the change is likely to have on the staff members;

20.5.1(c) measures the MAIB is taking to avert or mitigate the adverse effect of the change on the staff members; and

20.5.2 for the purposes of the discussion, provide, in writing, to the relevant staff members:

20.5.2(a) all relevant information about the change including the nature of the change proposed;

20.5.2(b) information about the expected effects of the change on the staff members; and

20.5.2(c) any other matters likely to affect the staff members.

20.6 However, the MAIB is not required to disclose confidential or commercially sensitive information to the relevant staff members.

20.7 The MAIB must give prompt and genuine consideration to matters raised about the major change by the relevant staff members.

20.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the organisation of the MAIB, the requirements set out in sub clauses 20.2, 20.3 and 20.5 are taken not to apply.

20.9 In this term, a major change is **likely to have a significant effect on staff members** if it results in:

20.9.1 the termination of the employment of staff members;

20.9.2 major change to the composition, operation or size of the MAIB's workforce or to the skills required of staff members;

20.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure);

20.9.4 the alteration of hours of work;

20.9.5 the need to retrain staff members;

20.9.6 the need to relocate staff members to another workplace; or

20.9.7 the restructuring of jobs.

20.10 In clause 20, **relevant staff members** means the staff members who may be affected by the major change.

20.11 Consultation about changes to rosters or hours of work

20.11.1 Where the MAIB proposes to change an staff member's regular roster or ordinary hours of work, the MAIB must consult with the staff member or staff members affected and their representatives, if any, about the proposed change.

20.11.2 The MAIB must:

20.11.2(a) provide to the staff member or staff members affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the staff member's regular roster or ordinary hours of work and when that change is proposed to commence);

20.11.2(b) invite the staff member or staff members affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

20.11.2(c) give consideration to any views about the impact of the proposed change that are given by the staff member or staff members concerned and/or their representatives.

20.11.3 The requirement to consult under this clause does not apply where a staff member has irregular, sporadic or unpredictable working hours.

20.11.4 These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

21. UNION RIGHTS

21.1 Trade Union Training Leave

21.1.1 Eligibility

The MAIB shall make available a total pool of ten (10) days paid leave per annum for workplace representatives of the Union to attend Trade Union Training Courses conducted or sponsored by the ACTU organising Centre or other relevant organisation.

21.1.2 Conditions

The following conditions will apply to the granting of such leave:

21.1.2(a) Not less than four (4) weeks notice shall be given by the Union or staff member to the MAIB of the date of commencement of the training courses, the location of the training courses and the period over which the course is to be conducted.

21.1.2(b) Approval must be sought from the MAIB for the release of the relevant staff members. The MAIB must be able to make adequate staffing arrangements during the period of such leave.

21.2 Right of Entry

21.2.1 The *Fair Work Act 2009* permits Union officials who hold an entry permit issued by the Fair Work Commission to exercise right of entry for the following purposes:

21.2.1(a) to investigate suspected breaches of the *Fair Work Act 2009* and other instruments (in accordance with the relevant sections of the Act);

21.2.1(b) to meet with staff members to hold discussions (in accordance with the relevant sections of the Act); and

21.2.1(c) to exercise rights under health and safety laws (in accordance with the relevant sections of the Act).

- 21.2.2 An official may also enter the MAIB premises on other legitimate Union business not prohibited by sections 194(f) or (g) of the Act.
- 21.2.3 Certain rights and obligations exist in relation to the exercise of a right of entry in accordance with the requirements set down in the *Fair Work Act 2009*, including:
- 21.2.3(a) Written notice (an **entry notice**) is required to be given to MAIB Management before entering the workplace and should be provided at least twenty four (24) hours, but no more than fourteen (14) days before the entry. However, the Fair Work Commission may grant an exemption certificate, exempting the Union Official from these notice requirements. In such circumstances the permit holder must either before or as soon as practicable after entering the premises give a copy of the certificate to the MAIB Management.
- 21.2.3(b) A union official exercising right of entry to investigate suspected breaches of the *Fair Work Act 2009* and other instruments or to meet with staff members to hold discussions must do so during working hours.
- 21.2.4 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 2009*.

21.3 FSU Workplace Representatives

- 21.3.1 The MAIB recognises that FSU members within the MAIB will elect representatives in accordance with FSU rules to represent their interest.
- 21.3.2 The MAIB recognises the FSU's right to represent the interests of all or any of its members at all stages during grievance and disciplinary procedures.
- 21.3.3 FSU representatives will be permitted to spend reasonable paid time inside working hours to discuss individual issues such as grievance and disciplinary matters with affected staff members.
- 21.3.4 Paid time will not be granted to FSU representatives for the purposes of organising or participating in industrial action.
- 21.3.5 Where a staff member wishes to consult with an FSU representative on a staff member/industrial relations issue during working hours, they shall ensure that such a meeting is arranged at a convenient time that will not conflict with work commitments or service delivery requirements.

21.4 Facilities

- 21.4.1 The MAIB agrees to provide reasonable facilities to staff member representatives to enable them to discharge their duties, such as: the provision of a notice board and reasonable use of telephones, photocopiers, word processors and postal facilities.
- 21.4.2 Staff meetings (including Union meetings) may be held in the MAIB's office premises during working hours. There shall be no restriction on the timing, frequency or duration of these meetings, provided that these factors do not interfere with the conduct of the MAIB's business.
- 21.4.3 The MAIB agrees to provide a deduction of FSU subscriptions at source from fortnightly salary payments and to forward all monies collected to the FSU on a timely basis together with a schedule of the deductions, which have been made.
- 21.4.4 FSU members will be required to authorise the commencement and termination of their deductions in writing and forward this to the MAIB's Finance Department.
- 21.4.5 The FSU will be responsible for notifying the Finance Department of any changes in union subscriptions and notifying FSU members accordingly

22. NATIONAL EMPLOYMENT STANDARDS (NES)

- 22.1 The following clauses of this agreement provide for entitlements which supplement and are ancillary and/or incidental to the NES:
- 22.1.1 Maximum weekly hours (Clauses 7 and 9.2);
- 22.1.2 Requests for flexible working arrangements (Clauses 9.3);

- 22.1.3 Parental leave and related entitlements (Clauses 11.6B and 11.6C);
- 22.1.4 Annual leave (Clause 11.4);
- 22.1.5 Personal/carer's leave and compassionate leave (Clauses 11.1 and 11.2);
- 22.1.6 Special leave (Clause 11.3);
- 22.1.7 Long service leave (Clause 11.5);
- 22.1.8 Public holidays (Clause 11.8); and
- 22.1.9 Notice of termination and redundancy pay (Clause 13.3).

22.2 The following NES minimum standards are not dealt with in this agreement:

22.2.1 Fair Work Information Statement.

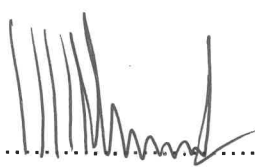
23. NO EXTRA CLAIMS

It is agreed by the parties to this Agreement that no extra claims will be made for changes to wages or conditions, except as specifically provided for in the Agreement.

24. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of:

The Motor Accidents Insurance Board)
(Level 1, 33 George Street,)
Launceston, Tasmania 7250),)
by its Chief Executive Officer)



.....

Paul John Kingston

Witness 

Date 31 / 01 / 2020
...../...../.....

Name Derek Warren Thurm
Address 38 Liffey Street
Carrick, Tasmania, 7291

Position: Chief Financial Officer
Certified Practising Accountant
CPA Australia
Member No: 1893029

Signed for and on behalf of:
FINANCE SECTOR UNION OF AUSTRALIA)
by:)



Name: Julia Angrisano
National Secretary, Finance Sector Union of
Australia
341 Queen Street,
Melbourne, Victoria, 3000

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

Witness: 

Name: Lien Sutherland

Position: National Industrial Officer

Address: 321 Pitt St

Sydney NSW 2000

Signed by:

Employee bargaining agent)
)
Level 1, 33 George Street, Launceston
Tasmania
Employee Bargaining Representative



Name: Lucy Cheney

Witness



Date

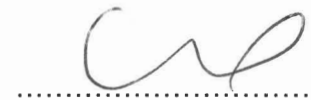
4 / 2 / 2020

Name Derek Warren Thurm
Address 38 Liffey Street
Carrick, Tasmania, 7291

Position: Chief Financial Officer
Certified Practising Accountant
CPA Australia
Member No: 1893029

Signed by:

Employee bargaining agent)
)
Level 1, 33 George Street, Launceston
Tasmania
Employee Bargaining Representative



Name: Catherine Putnam

Witness



Date

4 / 2 / 2020

Name Derek Warren Thurm
Address 38 Liffey Street
Carrick, Tasmania, 7291

Position: Chief Financial Officer
Certified Practising Accountant
CPA Australia
Member No: 1893029