

APPROVED
25 NOV 2021

OPERATIONAL FROM
2 DEC 2021

EXPIRES
24 NOV 2024

PNL

Enterprise Agreement 2021

Fair Work Act 2009

s.185 - Application for approval of a multi-enterprise agreement

Police & Nurses Limited T/A P&N Bank

(AG2021/8294)



DECISION

Fair Work Act 2009

s.185 - Application for approval of a multi-enterprise agreement

Police & Nurses Limited T/A P&N Bank
(AG2021/8294)

PNL ENTERPRISE AGREEMENT 2021

Banking finance and insurance industry

COMMISSIONER LEE

MELBOURNE, 25 NOVEMBER 2021

Application for approval of the PNL Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *PNL Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Police & Nurses Limited T/A P&N Bank. The Agreement is a multi-enterprise agreement.

[2] 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) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 2 December 2021. The nominal expiry date of the Agreement is 24 November 2024.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE514018 PR736169>



PNL Enterprise Agreement 2021

Contents

1	Scope and Application.....	3
2	Types of Employment	6
3	Probationary Period	7
4	Termination of Employment	7
5	Redundancy and Redeployment.....	8
6	Payment of Wages	9
7	Job Evaluation and Classifications.....	9
8	Salary Adjustments	10
9	Allowances	11
10	Higher Duties Pay.....	12
11	Superannuation.....	12
12	Hours of Work.....	13
13	Overtime and Penalty Rates	16
14	Annual Leave	17
15	Personal/Carer’s Leave	19
16	Compassionate Leave	20
17	Long Service Leave	20
18	Parental Leave.....	21
19	Community Service Leave	22
20	Natural Disaster Leave	23
21	Public Holidays and Bank Holiday	23
22	Family and domestic violence leave	24
23	Performance Setting	25
24	Adequate Staffing	26
25	Union Rights.....	26
26	Flexible Work Arrangements	27
27	Individual Flexibility Agreements.....	27
28	Consultation.....	28
29	Dispute Resolution.....	30
	APPENDIX 1.....	32

PNL Enterprise Agreement

1 Scope and Application

1.1 Title

This Agreement is the PNL Enterprise Agreement 2021.

1.2 Parties Covered

This Agreement applies to and covers the parties being:

- Police & Nurses Limited;
- P&N Recruitment Pty Ltd;
- Employees in full time, part time, casual or term positions that fall within the classification of levels 1 - 6 as outlined in Appendix 1 of this Agreement; and
- The FSU, should the Fair Work Commission so determine.

This agreement does not apply to members of the Management Group (Department Managers, Senior Managers, and Executive Managers) or Financial Planners.

1.3 Operation of Agreement

1.3.1 The Agreement will come into operation seven (7) days after it has been approved by the Fair Work Commission and will remain in operation for three (3) years from the date of approval.

1.3.2 No employee will be disadvantaged by implementation of this Agreement in respect of the NES.

1.4 Relationship to the Award

This agreement operates to the exclusion of the Award, except as expressly set out.

A copy of the Award is available to all employees covered by the Agreement on the Employer's intranet.

1.5 National Employment Standards and this Agreement

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

A copy of the NES is available to all employees covered by the Agreement on the Employer's intranet.

1.6 This Agreement replaces the P&N Bank Enterprise Agreement 2017 and P&N Recruitment Pty Ltd Enterprise Agreement 2020.

1.7 Definitions and Interpretation

In this Agreement, unless a contrary definition or interpretation is provided in the relevant clause, the following will mean:

TERM	DEFINITION
Additional hours	means hours worked during the span of ordinary hours above an employee's agreed ordinary hours, up to 37.5 hours per week.
Agreement	means the PNL Enterprise Agreement 2021.
Award	means the Banking, Finance and Insurance Award 2020, as amended.
Capital City	means Perth, Brisbane, Sydney, Melbourne, Hobart, Adelaide, Darwin and Canberra, as defined by the ABS Greater Capital City Statistical Area.
Comparable position (direct)	<p>means a position with all of the following characteristics:</p> <ul style="list-style-type: none"> • at the same grade and annual salary; • that does not entail an unreasonable change in duties and responsibilities and is in line with the employee's skills and abilities; and • that is in the same location or another location within reasonable commuting distance.
Comparable position (indirect)	<p>means a position with any of the following characteristics:</p> <ul style="list-style-type: none"> • at the same grade and annual salary but which entails a significant change in duties and responsibilities; or • that requires different skills and abilities to those which the employee has; or • which is not at the same location nor within reasonable commuting distance
Employer	means Police & Nurses Ltd and P&N Recruitment Pty Ltd.
Fair Work Act	means the <i>Fair Work Act 2009</i> (Cth), as amended from time to time.
FSU	means the Finance Sector Union of Australia.
Job Evaluation	The systematic process for assessing the relative work value and size of a position within the organisation, in order to determine the appropriate salary level. Job evaluation focuses on the actual requirements of the position, not on a person or their performance, and does not have the same meaning as a performance evaluation, review or appraisal.

Immediate Family	<p>means a:</p> <ul style="list-style-type: none"> • spouse, de facto partner (including same sex partner), child, parent, grandparent, grandchild, sibling; or • child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (including same sex partner) or child of a former spouse or former de facto partner.
Lower Level Position	<p>means a position with any of the following characteristics:</p> <ul style="list-style-type: none"> • at a lower classification level and annual salary; • requires a lower level of skill and abilities; or • requires less responsibility in the carrying out of duties.
NES	means the National Employment Standards.
Ordinary Rate of Pay	means the employee's ordinary rate of actual remuneration received and excludes any incentive based payments, superannuation, overtime, bonuses, loadings, penalties and monetary allowances.
Annual Salary and position	means as set out in the letter provided to the employee on commencement of their employment and as updated from time to time and as set out in the employee's payslip which identifies the employee's position title and annual salary.
Serious Misconduct	<p>means an employee deliberately behaving in a way that is inconsistent with continuing their employment, or as amended by the Fair Work Act.</p> <p>Examples include: causing serious and imminent risk to the health and safety of another person or to the reputation or profits of their employer's business, theft, fraud, assault, sexual harassment or refusing to carry out a lawful and reasonable instruction that is part of the job.</p>
Weekly Rate	means the annual salary divided by 52.

2 Types of Employment

Employees will be informed in writing of their job title, classification, annual salary, and ordinary hours of work at the commencement of employment. An employee's job title and annual salary is also set out in their pay slip.

2.1 **Full Time** - a full time employee is an employee who is engaged to work an average of 37.5 ordinary hours each week.

2.2 **Part Time** - a part time employee is an employee who is engaged to work an average of fewer than 37.5 ordinary hours each week and receives a pro-rata basis equivalent pay to full time employees doing the same work. The Employer will inform part time employees of the ordinary hours of work and starting and finishing times. A minimum engagement for part time work is three (3) hours per day.

2.2.1 Additional Agreed Hours

- The Employer and an employee may agree for the employee to vary their ordinary hours to work additional hours of work and for the additional hours to be paid at the employee's ordinary rate of pay. This agreement will be recorded by the Employer.
- Any hours worked in excess of 37.5 hours in any one (1) week will be paid at the appropriate rate of overtime;

2.2.2 Additional Directed Hours

All time worked at the direction of the employer in excess of the employees agreed ordinary hours of work will be paid at the appropriate overtime rate.

2.3 **Casual** - A casual employee is an employee who has accepted an offer of employment from the Employer knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work. Casual employees will be paid no less than 1/37.5th of the minimum weekly rate of pay (weekly rate of pay will be the minimum annual salary divided by 52) for their classification set out in the classification structure and Appendix 1 for each hour worked, plus a casual loading of 25% instead of paid annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of Full Time or Part Time employment. A minimum engagement for casual work is three (3) hours per day unless otherwise agreed.

2.3.1 Overtime and Penalty Rates

When a Casual employee works overtime they will be paid at the overtime rates in **clause 13**.

A Casual employee will be entitled to any applicable penalty rates under **clause 13** in addition to the casual loading.

2.3.2 Casual Conversion

Offers and requests for conversion to permanent employment will be dealt with in line with the National Employment Standards.

2.4 **Maximum Term employment** means an employee who is engaged for a specific period of time. They will be entitled to the terms and conditions of this Agreement whether as a Full Time employee or a Part Time employee. Redundancy and redeployment provisions of the Agreement will not apply to employees engaged on this basis.

3 Probationary Period

- 3.1 All new employees will be employed subject to the serving of a maximum six (6) month probationary period. During the probationary period, performance feedback will be provided on a regular basis and continuing employment will be contingent upon the employee achieving satisfactory performance standards.
- 3.2 All new employees will be notified in writing prior to commencing employment of the probationary period that is required to be served.
- 3.3 During an employee's probationary period, either the employee or the Employer may terminate the Employee's employment by giving one (1) weeks' notice (or pay in lieu thereof).

4 Termination of Employment

- 4.1 Unless otherwise stated in this clause the notice period that the Employer must give an employee to terminate the employee's employment is set out as follows:

For employees employed in positions within classification levels 1-4:

Period of continuous service	Notice Period
Not more than 1 year	1 week
More than one year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

For employees employed in positions within classification level 5 or 6:

Period of continuous service	Notice Period
Not more than 6 months	1 week
More than 6 months	4 weeks

- 4.2 In addition to the notice period in **clause 4.1**, employees over 45 years of age that have completed at least two (2) years of continuous service with the Employer will be entitled to an additional week's notice.
- 4.3 The notice provisions outlined above will not apply in cases of termination of employment for serious misconduct, or to casual employees.
- 4.4 The Employer may elect to pay out the notice period in lieu of giving notice. The amount paid to an employee must be the full rate of pay they would have received should they have worked the period of notice.

- 4.5 The notice of termination required to be given by an employee is the same as that required of the Employer except there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee who is at least 18 years old does not give the period of notice required under **clause 4.1**, then the Employer may deduct from wages due to the employee under this agreement, an amount that is no more than one week's wages for the employee. Any deduction made under this clause will not be unreasonable in the circumstances.
- 4.6 Where the Employer has given notice of termination to an employee, an employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee and in consultation with the employee's manager.

5 Redundancy and Redeployment

- 5.1 Redundancy will mean where an employee is terminated due to:
- changes in the Employer's business resulting in a position no longer being required to be undertaken by the employee or by anyone in the business, or within a reasonable commuting distance of the employee's ordinary place of residence, except where this is due to the ordinary or customary turnover of labour;
 - or because of the insolvency or bankruptcy of the Employer
- 5.2 In the event of a position becoming redundant, the Employer will make all reasonable efforts to redeploy the employee concerned elsewhere in the Employer's business. This may include a:
- directly comparable position;
 - indirectly comparable position by mutual agreement; or
 - lower level position by mutual agreement.
- 5.3 Redeployment to any position will be documented in writing, including grade and annual salary.
- 5.4 **Trial Period**
- Where an indirectly comparable or lower level position is offered a trial period of two (2) months will apply in the new position where the position is accepted. Should either the Employer or the employee find the role is unsuitable for the employee, the employee's services may be terminated without loss of entitlement to redundancy payments.
- Employees who are redeployed to a lower level position will have their existing annual salary maintained for the period of the trial. At the completion of the trial period, should the employee accept the position on an ongoing basis, their annual salary will be adjusted to the applicable annual salary for the lower level position.
- 5.5 Where no alternative role in the organisation exists or is suitable for redeployment of the employee, the termination of the employment will provide for the following:
- 5.5.1 Notice period of four (4) weeks written notice, or payment in lieu of notice at the direction of the Employer. An additional week's notice where the employee is over 45 years of age at the time the notice is provided and has over two (2) years of continuous service with the Employer;

- 5.5.2 Redundancy payment based upon four (4) weeks payment in the first year of employment and two (2) weeks payment for every year of continuous service completed after the first year to a maximum of 36 weeks (including notice period).
- 5.6 An employee given notice of termination in circumstances of redundancy may terminate their employment during their notice period. The employee is entitled to receive the benefits and payments they would have received under this **clause 5** had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.
- 5.7 Where the Employer has given notice of termination on the basis of redundancy the employee will have the benefit of the job search entitlement in accordance with **clause 4.6**.
- 5.8 Redundancy payments will not be paid to casual or maximum term employees at the completion of their term.

6 Payment of Wages

- 6.1 The Employer will pay wages fortnightly by electronic funds transfer, into an employee's nominated bank account. Such account must be a bank account for a brand operated by the Employer, unless otherwise specified in the employee's employment contract.

7 Job Evaluation and Classifications

7.1 Classifications

This Agreement puts in place the Classification Structure and minimum annual salary levels for all employees employed under this Agreement as set out in Appendix 1, which aligns the classification levels in the Award.

The implementation of the Classification Structure below aligns positions to the relevant Classification level in Appendix 1. Subsequent changes to the classification level of an employee's position will be subject to the determinants in the Classification Structure and the Employer's standard job evaluation process.

The appropriate level of a position will be determined using an externally validated job evaluation methodology.

7.2 Job Evaluations

- The Employer will ensure all Job Evaluations are completed by individuals properly trained and accredited in the use of the Job Evaluation process where appropriate.
- When evaluating a position the Employer will consider and determine whether the role is to be evaluated internally by Human Resources or externally by a third party or if it can be benchmarked against another role which has similar duties, accountabilities and levels of expertise.
- Where roles are benchmarked, both the current position document and the benchmark document will be provided to the position holder, if requested.
- Employees retain the right to dispute the outcomes from a Job Evaluation and can appoint a representative to represent them should such a dispute arise.

- On request from the FSU, the Employer will provide the FSU all relevant Job Evaluation material relating to a particular position. The FSU representatives will maintain the confidentiality of any Job Evaluation material to which they become privy under this clause.

7.3 Annual salary levels

The minimum annual salary levels, as set out below will be applicable once the Employer is formally notified by the Fair Work Commission that the Agreement has been approved.

Where the annual salaries of existing employees covered by the Agreement are below the minimum annual salary levels in the applicable grade within the Classification Structure (refer below), the annual salaries of those employees will be increased in the first full pay period following the Fair Work Commission approval by whatever amount is required in order for them to be placed on the applicable level.

The annual salary ranges set out in the Classification Structure below will be adjusted annually on July 1 in line with the minimum increase determined in **clause 8.1**.

Classification Structure -

Level	Annual Salary Range 2021
1	\$46,000 - \$56,199
2	\$50,847 - \$67,438
3	\$55,931 - \$78,679
4	\$66,101 - \$95,537
5	\$84,460 - \$118,017
6	\$101,693 - \$168,595

8 Salary Adjustments

8.1 Minimum Annual Pay increase

All employees covered by this agreement will receive an increase of 3% on their rate of pay effective from July 1 of each year for the specified term of the agreement. This will include employees whose annual salary currently sits above the maximum annual salary in the applicable classification. This is subject to **clause 8.2**.

8.2 Employees under Performance Management

Any employee who:

- is the subject of a current formal Performance Improvement Plan; or
- has received a written disciplinary warning in the last 6 months,

may be excluded from some or all of the salary increases referred to in this clause.

The Employer will review the remuneration of an employee in line with clause 8.1 once the employee's performance and conduct has lifted to a satisfactory level and any formal performance management or performance improvement processes have been completed.

Where an employee's remuneration is adjusted, this adjustment will be backdated to the date that the employee's performance and conduct was deemed to be satisfactory.

Under no circumstances will an employees' annual salary fall below the minimum annual salary in the applicable grade in the Classification Structure.

9 Allowances

9.1 The following allowances and expenses will be paid in accordance with the Award:

- Meal allowance; and
- First Aid Allowance.

9.2 Travelling Expenses

9.2.1 When an employee, in the course of their duty, is required to go to any place away from their usual place of employment they will be paid all reasonable expenses actually incurred.

9.2.2 When an employee, in the course of their duty, is required to travel to any place away from their usual place of employment outside ordinary working hours, they will be paid all reasonable expenses actually incurred plus payment at the ordinary rate for the time the travelling time exceeds normal travel time from home to work. No extra payment is payable when an employee is being paid overtime for the time spent travelling.

9.2.3 Motor vehicle allowance

- Any employee required to provide a motor vehicle as a condition of their employment must be paid an allowance in accordance with the Award.
- Where the Employer approves the use by any other employee of a private motor vehicle on a casual or incidental basis, they will be paid an allowance based on the number of kilometers travelled, in accordance with the rates published by the Australian Taxation Office.

9.2.4 Motor Vehicle Provided

Where the Employer provides a vehicle, the terms of the Award will apply.

9.3 Stand By and Call Back

9.3.1 Employees rostered to be ready to perform work outside ordinary working hours will be paid a standby payment at the following rate:

- Monday to Friday inclusive - \$45.00 per day.
- Saturdays, Sundays and Public Holidays - \$90.00 per day.

9.3.2 Standby payments will be adjusted annually in line with the Annual Wage Review.

9.3.3 Employees rostered to standby and recalled to work will be paid in accordance with **clause 13.1 and 13.2.**

9.3.4 The minimum payment for a period of overtime worked in accordance with **clause 9.3.3** will be one (1) hour, where work performed exceeds 15 minutes.

- 9.3.5 Time spent travelling from home to work will be included when assessing overtime for this clause. **Clause 9.2** will apply.
- 9.3.6 Employees rostered to stand by will be provided with a company mobile phone or will be reimbursed for all business calls.
- 9.3.7 Employees who are not on standby and are recalled to work will be paid in accordance with **clause 13.1 and 13.2**. The minimum payment for a period of overtime worked in accordance with **clause 9.3.3** will be one (1) hour, where work performed exceeds 15 minutes.
- 9.3.8 An employee may elect, with the consent of the employee's manager, to take time off instead of payment for overtime worked in accordance with **clause 9.3.3** at a time or times agreed with the manager. Overtime taken as time off during ordinary hours will be taken at the ordinary rate, meaning an hour for each hour worked.

10 Higher Duties Pay

- 10.1 Where an employee is required by the Employer to undertake relief duties in a position which is at a higher grade than the position in which the employee usually works, the employee will be paid at least the minimum annual salary as prescribed in the classification structure of this Agreement for the higher grade position, or the employees current salary plus 5%, whichever is greater, providing that:
- the higher grade position is being undertaken in its full capacity; and
 - the higher grade position is being performed for a period of more than four (4) consecutive days.
- 10.2 Higher duties payment will apply to public holidays that fall due within the period of relief being provided.
- 10.3 Where an employee is eligible to receive payment for higher duties, but is absent from the workplace due to annual leave or personal/carer's leave, they will be entitled to receive payment for higher duties during such period/s of leave capped at two (2) weeks for every six (6) months they are stepping up in the higher grade position.
- 10.4 Payment for higher duties will not apply, where:
- 10.4.1 An employee is seconded to a higher grade position for a contracted period of time and, as a result they receive a new contract outlining the terms and conditions (including remuneration) applicable to the higher grade position being undertaken; or
- 10.4.2 Annual leave or personal leave/carer's leave taken in excess of two (2) weeks per six (6) month period of performing higher duties.

11 Superannuation

Superannuation will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the Award. This includes employer contribution, voluntary employee contribution and choice of fund.

All employees have the option to sacrifice part of their salary for superannuation purposes in accordance with legislation. This means employees can pay any personal contributions to superannuation from their gross (pre-tax) salary.

Employees are encouraged to seek independent financial advice prior to entering into a salary sacrificing arrangement.

Salary sacrificing will not reduce an employee's annual salary for the purpose of superannuation, severance and termination payments or for the calculation of allowances, penalty rates and overtime. Any fringe benefits tax incurred by individual employees as a result of salary sacrificing arrangements will be met by the individual employee.

12 Hours of Work

12.1 Ordinary Hours of Work

12.1.1 All areas excluding Contact Centre and Mobile Lending

The span of ordinary hours in all other areas will be:

- 7.00am to 7.00pm Monday to Friday, provided that on not more than one night per week, which must be specified in advance by the employer, the span of ordinary hours may be worked up to 9.00pm; and
- 8.45am to 12.15pm Saturday.

No employee who is regularly rostered to work overtime on a Saturday will be employed for less than 15 ordinary hours per week.

Employees engaged in a Capital City who are employed in classifications 1-3, and regularly rostered to work overtime on a Saturday will be paid no less than 5% more than the minimum annual salary of their applicable classification.

12.1.2 Contact Centre and Mobile Lending

The span of ordinary hours in the Contact Centre and Mobile Lending will be

- 7.00am to 7.00pm Monday to Friday, provided that on not more than one night per week, which must be specified in advance by the employer, the span of ordinary hours may be worked up to 9.00pm; and
- 8.00am to 5.00pm Saturday.

Contact Centre employees may work an average of 37.5 hours per week over a two (2) week cycle.

No employee who is regularly rostered to work on a Saturday as part of their ordinary hours will be employed for less than a total of 22.5 hours per week.

Employees who are employed in classifications 1-3 in the Contact Centre or Mobile Lending, and regularly rostered to work on a Saturday will be paid no less than 7% more than the minimum annual salary of their applicable classification.

12.1.3 Commencing and ceasing times within the span of hours may be staggered by the employer to improve operational efficiency.

12.1.4 **Ordinary hours** of work exclusive of meal breaks, will be 37.5 per week. Your weekly rate of pay will be your Ordinary Rate of Pay divided by 52 (being number of weeks in a year). Your weekly rate will then be divided by 37.5 hours per week to calculate your hourly rate of pay. This hourly rate of pay will be used to calculate any overtime payments.

12.1.5 **Week** will mean five (5) consecutive days to be worked between Monday and Saturday.

12.1.6 When an employee is asked to work beyond their normal scheduled finishing time and where the usual means of transport is either unavailable, impracticable or unsafe, the employer will arrange suitable transport for the employee between the place of work and the employee's place of residence provided that where an employee chooses to use their own motor vehicle with the agreement of the employer they must be reimbursed as per **clause 9.2**.

12.1.7 **Meal breaks** will be no less than 30 minutes, as determined by the Employer provided that an employee will not be called upon to work in excess of five (5) hours without a meal break. The exception to this is where the daily hours to be worked are six (6) hours or less and the employee requests to work the extended period without a break and the Employer agrees.

12.1.8 **Make-up time and Rostered days off**

Any agreement between the Employer and the employee to establish a system of make-up time or rostered days off will be applied in accordance with the Award.

12.2 **Ordinary hours shiftworkers**

12.2.1 Shiftwork may be worked on the following basis:

The following definitions will apply in relation to this clause:

- Shiftworker means an Employee whose ordinary hours of work are worked in accordance with the shifts defined in this clause;
- Afternoon shift means any shift finishing between 6.00pm and midnight;
- Early morning shift means any shift commencing between 4.00am and 7.00am; and
- Night shift means any shift finishing between midnight and 8.00am;

provided that Employees who, in accordance with this clause, work ordinary hours up to 9:00pm on any one (1) night between Monday to Friday inclusive, will not be considered shiftworkers for the purpose of this Agreement.

12.2.2 The following loadings will apply in relation to the working of shiftwork on Monday to Friday and on Saturday between 8.45am and 12.15pm:

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

12.2.3 **Casual and part-time shiftworkers**

- Casual and part-time shiftworkers will receive the rates prescribed in **clause 12.2.2**.

- 12.2.4 Casual and part-time employees who are employed between 7.00am and 7.00pm (and up to 9.00pm on any one (1) night between Monday to Friday inclusive) in accordance with **clause 12.1**, will not be considered shiftworkers for the purposes of this Agreement.
- 12.2.5 Meal breaks will be 30 minutes' duration and paid as if worked. An Employee will not be called upon to work in excess of five (5) hours without a meal break except where the daily hours to be worked are six (6) hours or less and the employee applies to work for that extended period without such break and the Employer agrees. In emergency circumstances a meal break may be deferred by mutual agreement.
- 12.2.6 The Employer may implement such measures as deemed necessary to enable continuity of operations during shift changeovers.
- 12.2.7 No employee under 18 years of age will be employed on shiftwork.
- 12.2.8 Arrangements for transport for employees finishing or commencing a shift between the hours of 8.00pm to 6.00am are to be satisfactorily established by the Employer, taking into account the requirements of the particular location, and having regard to any special circumstances.

12.2.9 **Daylight saving**

For work performed on a shift that spans the time when daylight saving begins or ends, as prescribed by relevant state or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

12.3 **Full week shift workers**

12.3.1 **Definition**

In this clause, **full week shift worker** means an employee who is also rostered on to work shifts on a Sunday.

12.3.2 **Penalties**

Any entitlements, including penalty rates and loadings and annual leave, as set out in the Award, will apply to employees whose ordinary hours of work result in their meeting the Shiftwork definitions in the Award.

12.3.3 **Full week shift work**

Contact Centre employees who are engaged as full week shift workers or who currently agree, in writing, to be employed as full week shift workers may be engaged for up to five consecutive shifts over a period of Monday to Sunday. The hours for Monday to Saturday shifts will be in accordance with **clause 12.3.2** with the addition of 8.00am to 5.00pm on a Sunday. Contact Centre full week shift work employees will be paid an additional hourly rate of 100% for each hour worked on Sundays, in accordance with **clause 13.1**.

12.4 Changes to regular roster or ordinary hours of work

Changes to working hours will be agreed by consultation with the employee, in accordance with **clause 28**. Employees and managers will discuss both personal and business needs as part of this process. The following factors will be taken into account:

- business requirements;
- family responsibilities and childcare arrangements;
- health, safety and transport;
- availability of employees at particular times;
- other available options such as different roles, locations, job sharing and hours worked by other employees; and
- any other relevant factors

The Employer will recognise any representative appointed by the employee.

Subject to the requirement to discuss hours with employees and consider their circumstances, the Employer will ultimately determine rostered hours that will satisfy business requirements.

13 Overtime and Penalty Rates

13.1 Capital City Employees

These overtime rates apply to employees who are engaged in a Capital City.

All time worked by full time and part time employees outside the ordinary hours of work as described in **clause 12** will be paid at:

- Time and a half (1.5) for the first three and a half (3.5) hours and double time thereafter;
- Time and a half (1.5) for all work on Saturday between 8.45am - 12.15pm outside an employee's ordinary weekly hours;
- Double time for all work on Saturday before 8.45am and after 12.15pm outside an employee's ordinary weekly hours; and
- Double time for all work performed on Sunday

13.2 Regional Employees

These overtime rates apply to employees who are engaged to work outside of a Capital City.

All time worked by full time and part time employees outside the ordinary hours of work as described in **clause 12** will be paid at:

- Time and a half (1.5) for the first three and a half (3.5) hours and double time thereafter;
- Double time for all work on Saturday outside an employee's ordinary weekly hours; and
- Double time for all work performed on Sunday.

13.3 In calculating overtime each day's work will stand alone.

13.4 All overtime worked must be at the direction of the Employer.

13.5 The Employer may require an employee to work reasonable overtime at overtime rates, for example, to meet Saturday trading requirements.

- 13.6 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours that are unreasonable having regard to:
- any risk to employee health and safety;
 - the employee's personal circumstances including any family responsibilities;
 - the needs of the workplace or enterprise;
 - the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
 - any other relevant matter.
- 13.7 An employee working overtime will be allowed a 20 minute paid rest break once the employee has worked five (5) hours since the last break.
- 13.8 Meal breaks may be extended by mutual agreement to a period not exceeding one (1) hour provided that any time taken in excess of the paid break determined by this clause will be unpaid.
- 13.9 An employee may elect, with the consent of the employee's manager, to take time off instead of payment for overtime at a time or times agreed with the manager. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked, meaning an hour for each hour worked.
- 13.10 Where an employee works overtime they will record the overtime worked on each individual day the overtime is worked on the online HR system which will then form an agreement between the employee and the Employer. When the employee submits the details of the overtime worked into the online HR system this must specify the date and time the overtime was worked. The employee must then confirm whether they are paid for the overtime at the applicable overtime rate or want to request to take time off in lieu. This will be reviewed and time in lieu may be agreed by the employee's manager and the employee will receive an email confirming the terms of the agreement.
- 13.11 If the employee later decides not to take time off in lieu then the employee may contact payroll to request payment at the overtime rate applicable to the overtime when worked.
- 13.12 With respect to **clause 13.9** above, the Employer will, if agreed by both parties, provide payment at the overtime rate for any overtime worked where time off to compensate for the overtime performed has not been taken within a period of up to six (6) months.
- 13.13 When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. In this regard, the provisions of the Award will apply. Overtime worked in the circumstances specified in **clause 9.3** will not be regarded as overtime for purposes of this clause when the actual time worked is less than two (2) hours on such recall or on each of such recalls.

14 Annual Leave

- 14.1 Annual leave entitlement is four (4) weeks for each continuous year of service for a full time employee. This is calculated on a pro rata basis for a part-time employee. The entitlement to Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

14.2 **Definition of shiftworker**

For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven (7) 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 (7) days a week.

14.3 Any employee whose ordinary hours of work results in their meeting the definition of a shiftworker under **clause 14.2** will be entitled to an additional week of annual leave.

14.4 Annual leave loading does not apply.

14.5 **Time of Taking Annual Leave**

Annual leave may be taken at a time and for a period agreed by the Employer and the employee. the Employer may not unreasonably refuse an employee's request to take leave.

14.6 **Excessive leave accruals**

In the absence of agreement annual leave may be taken by direction of the Employer, provided that:

14.6.1 The employee has eight (8) weeks or more leave accrued;

14.6.2 The Employer gives no less than eight (8) weeks' notice in writing of the requirement of the employee to take leave;

14.6.3 This direction has no effect if it would result in the accrued entitlement to paid annual leave being less than six (6) weeks; and

14.6.4 Any direction to take excessive leave accruals will be made in accordance with the Award.

However, before employees are directed to take annual leave each employee's circumstances will be considered along with any personal reasons that may have any bearing on the direction to take leave. Circumstances that may be considered by Managers include issues such as planned extended holidays, family reasons etc.

Any request by an employee to take excessive leave accruals will be made in accordance with the Award.

14.7 **Close-down**

The Employer may require an employee to take accrued annual leave as part of a close-down of its operations, by giving at least 12 weeks' notice.

14.8 **Payment on taking Leave**

Annual leave will be paid at the employee's ordinary rate of pay and does not include overtime payments, penalty payments or any other allowances.

If the employment of an employee ends, and the employee has a period of accrued and untaken annual leave, the Employer will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

14.9 **Cashing out of annual leave**

Annual Leave may be cashed out in accordance with the Award, as amended.

14.10 Annual Leave and Other Leave

If the period during which an employee takes paid annual leave includes a period of other leave being personal/carer's leave or community service leave, and the employee satisfies the requirements for taking such other leave, then the employee will not be taken to be on annual leave and the Employer will credit the employees annual leave balance and adjust the corresponding amount of personal leave.

14.11 Annual Leave and Public Holidays

If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

15 Personal/Carer's Leave

15.1 Personal/Carer's leave entitlement is 10 days for each continuous year of service for a full time employee. This is calculated on a pro rata basis for a part-time employee. An entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

15.2 Personal/carer's leave may be taken:

15.2.1 because the employee is not fit for work due to personal illness or personal injury affecting the employee; or

15.2.2 for the treatment and management of a mental health condition; or

15.2.3 to attend medical appointments including for preventative procedures such as breast screening, blood tests and other general health checks; or

15.2.4 to provide care or support to a member of the employee's immediate family or household who requires support because of personal illness or injury or an unexpected emergency affecting the member.

15.3 Personal/carer's leave cannot be cashed out.

15.4 Casual employees, and employees who have exhausted their accrued paid personal/carer's leave, may access two (2) days of unpaid carer's leave for each occasion the employee is required to provide care or support to a member of the employee's immediate family or household as outlined above.

15.5 An employee who is absent on personal/carer's leave must, if requested, provide evidence of the circumstances which would entitle them to be absent on personal/carer's leave. The evidence must be sufficient to satisfy a reasonable person. Satisfactory evidence includes but is not limited to a medical certificate or statutory declaration.

15.6 Unpaid carer's leave applies according to NES.

15.7 Personal/Carer's Leave and Public Holidays

If the period during which an employee takes paid Personal/Carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid Personal/Carer's leave on that public holiday.

16 Compassionate Leave

- 16.1 An employee other than a casual employee is entitled to take five (5) days of paid compassionate leave for each occasion when:
- 16.1.1 A member of the employee's immediate family or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies; or
 - 16.1.2 A child is miscarried or stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.
- 16.2 An employee may take compassionate leave:
- 16.2.1 To spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in **clause 16.1**; or
 - 16.2.2 After the death of the member of the employee's immediate family or household, or the miscarriage or stillbirth of the child referred to in **clause 16.1**.
- 16.3 Compassionate leave may be taken continuously or as single days or in such other way as agreed between the Employer and the employee.
- 16.4 An employee who is absent on compassionate leave must, if requested, provide evidence of the circumstances which would entitle them to be absent on compassionate leave. The evidence must be sufficient to satisfy a reasonable person. Satisfactory evidence includes but is not limited to a medical certificate or statutory declaration.
- 16.5 Wherever possible, an employee should contact their manager immediately upon becoming aware they will be absent from work due to taking compassionate leave (which may be at a time after the leave has started).
- 16.6 An employee requiring further time to grieve may be entitled to take extended compassionate leave on an unpaid basis or alternate leave approved by their manager.
- 16.7 Consideration will be given to requests for compassionate leave for events outside those referred to above on a case by case basis.

17 Long Service Leave

17.1 Entitlement

- 17.1.1 Employees will accrue long service leave at a rate of 1.3 weeks per year, for the first 10 years of continuous service.
- 17.1.2 Following the completion of 10 years continuous service, employees will accrue long service leave at a rate of 1.86 weeks for each subsequent year of continuous service.
- 17.1.3 Where this clause will result in a change to the employee's accrual rate, this will only apply to service from when the Employer is formally notified by the FWC that the Agreement has been approved.

17.1.4 Employees will be eligible to take accrued long service leave once they have completed a minimum of seven (7) years of continuous service.

17.1.5 Periods of unpaid leave do not count towards an employee's length of continuous service.

17.1.6 Payment of pro-rated Long Service Leave on termination of employment will be in accordance with the relevant legislation based on the employee's location.

17.2 Time of Taking Leave

When an employee becomes entitled pursuant to this Agreement to long service leave, it will be granted by the employer as soon as practicable after the due date of the entitlement and will be taken by the employee within a period not exceeding two (2) years or such other period as may be agreed by the employer.

17.3 Notice to Take Leave

Where an employee does not utilise their long service leave entitlement within two (2) years of it falling due the employer may give an employee written notice to take the leave. The written notice will be at least eight (8) weeks unless the employee agrees to a shorter period.

17.4 Broken Leave

If the employer and employee so agree, long service leave may be taken in separate periods.

17.5 Payment for Period of Leave

Payments will be made in one of the following ways:

17.5.1 in advance for the whole of the period when the employee commences the period of leave at the rate calculated in accordance with this clause; or

17.5.2 at the same times as payment would have been made if the employee had remained on duty.

18 Parental Leave

18.1 Employees will be entitled to a period of parental leave in accordance with the NES and the relevant legislation.

The Employer will provide employees with a copy of the relevant section of the NES upon request.

18.2 Paid Parental Leave

18.2.1 All permanent employees (either part time or full time), who will be the primary care giver of a child and at the time of commencing parental leave will have reached a minimum of 12 months continuous service with the Employer will be entitled to up to 12 weeks paid parental leave.

18.2.2 Employees may elect to have this paid at half pay over a 24 week period.

18.2.3 Employees who are absent and receiving Workers' Compensation payments will have their annual salary topped up to their ordinary rate for a period of up to 12 weeks, where applicable.

18.3 Superannuation Payments

- 18.3.1 The Employer will pay Superannuation on any paid parental leave under this clause at the time payments are made.
- 18.3.2 Additionally, during the remaining period of unpaid parental leave, the employee will accrue the value of superannuation contributions for a period up to 40 weeks.
- 18.3.3 Superannuation accruals during unpaid parental leave will be paid as a lump sum payment to the employee's nominated superannuation fund either:
- at the completion of six (6) months service following their return to work; or
 - at the completion of six (6) months service where an employee resigns but immediately commences casual employment with the Employer; or
 - upon termination of employment in the event of redundancy, death or retirement due to ill health within six (6) months of the conclusion of unpaid parental leave.

18.4 Leave for Secondary Care Giver

- 18.4.1 Employees who will be the secondary carer of a child will be entitled to (3) three weeks paid secondary carer leave at the time of the birth or adoption of a child.
- 18.4.2 Employees who will be the secondary carer of a child will be entitled to unpaid parental leave in accordance with the NES.
- 18.4.3 Leave (paid or unpaid), in addition to the weeks provided for in **clauses 18.4.1** and **18.4.2**, is be subject to approval by the Employer.
- 18.4.4 **Clause 18.3** does not apply to secondary carer leave.

18.5 Return to work

- 18.5.1 Permanent employees are guaranteed to return to their pre-parental leave position immediately following a period of unpaid parental leave.
- 18.5.2 If the employee's pre-parental leave position no longer exists the provisions in **clause 5** will apply.
- 18.5.3 For employees on maximum term contracts, if the contract ends while the employee is on leave, they are not entitled to return to their pre-parental leave position and there is no guarantee of ongoing employment.

If the contract ends after the employee has returned from leave, they are entitled to return to their pre-parental leave position for the remainder of their employment contract. Where this position no longer exists, **clause 5** will apply.

19 Community Service Leave

- 19.1 The entitlement to community service leave is governed by this clause and the NES.
- 19.2 Employees, including casual employees, are entitled to take leave to carry out certain community service activities such as jury service or voluntary emergency management activity where the service is a recognised emergency body.
- 19.3 Employees providing emergency management services are entitled to be paid for their absences whilst undertaking these activities.

- 19.4 For all periods of community service leave, an employee must provide the Employer with notice of the taking of such leave. The notice must be given to the Employer as soon as practicable and must advise of the period, or expected period of the leave. The employee is not entitled to the leave if the employee fails to provide either:
- notice (as soon as practicable); or
 - evidence (when requested) that would satisfy a reasonable person.

20 Natural Disaster Leave

- 20.1 Where a locality has been declared a "Natural Disaster" by the relevant State or Territory Government an employee whose usual residence or workplace is in this locality may apply for natural disaster leave, subject to their usual residence or workplace being directly impacted by such Natural Disaster.
- 20.2 Where a "Natural Disaster" has not been declared and their usual residence or workplace is inaccessible and directly affected by a Natural Disaster an Employee can apply to the relevant Executive to access this leave.
- 20.3 Approval to access this leave under **clause 20.1** will not be unreasonably declined.
- 20.4 Natural Disaster leave, subject to **clause 20.1**, may be taken for a maximum of five (5) days per occasion.
- 20.5 Approval of Natural Disaster leave is discretionary, and the operational needs of the Employer must be taken into account.
- 20.6 Where a workplace is located in an area that has been declared a Natural Disaster and it is impossible for work to continue at that place of business, the Employer may direct an employee to work at another location within reasonable travelling distance, taking into account an employee's personal circumstances.
- 20.7 Where a workplace is inaccessible due to a Natural Disaster and there is no other workplace within reasonable travelling distance, an employee will be entitled to access Natural Disaster leave until the workplace can reopen, to a maximum of five (5) days.

21 Public Holidays and Bank Holiday

21.1 Public Holidays

An employee will be entitled to public holidays in accordance with the NES and the Award, as declared or prescribed for each State or Region.

- 21.1.1 Work on a public holiday will be paid at the rate of double time and a half (2.5). An employee required to work on a public holiday is entitled to no less than four (4) hours pay at the appropriate rate, provided the employee is available to work for four (4) hours.

21.1.2 The Employer will only request employees to work on public holidays if such a request is reasonable. An employee may refuse to work on a public holiday if such a request is not reasonable or if the employee's refusal is reasonable, having regard to:

- any risk to employee health and safety;
- the employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer of the requirement to work on the Public Holiday and by the employee of his or her intention to refuse; and
- any other relevant matter.

21.2 Bank Holidays

An employee will be entitled to bank holidays, as declared or prescribed for each State or Region.

21.2.1 Where an employee is not required to work due to a designated bank holiday in their State or Region, they will be paid their base rate of pay for their ordinary hours of work on that day.

21.2.2 Where an employee agrees to work on a day that is a designated bank holiday in their State or Region, **clause 21.1.2** will apply.

22 Family and domestic violence leave

22.1 The Employer recognises that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work, or their health and safety. The Employer is committed to providing support to employees who experience family and domestic violence.

22.2 For the purpose of this clause, family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an employee that:

- seeks to coerce or control the employee; and
- causes the employee harm or to be fearful.

22.3 A close relative of the employee is a person who:

- is a member of the employee's immediate family; or
- is related to the employee according to Aboriginal or Torres Strait Islander kinship rules

22.4 All personal information concerning family and domestic violence will be kept confidential, subject to legal requirements. No information will be kept on an employee's personnel file without their express written permission.

22.5 An employee experiencing family and domestic violence may raise the issue with their immediate supervisor/manager or a member of the Human Resources department.

22.6 Where requested by an employee, Human Resources will liaise with the employee's supervisor/manager on the employee's behalf.

- 22.7 Employees who are affected by family and domestic violence are entitled to 15 days per year of paid special leave for activities relating to family and domestic violence, such as:
- attending medical or counselling appointments;
 - seeking and moving into emergency and more permanent accommodation;
 - attending dispute resolution or court proceedings;
 - attending police appointments;
 - accessing legal advice;
 - organising alternative care and educational arrangements for their dependents; and
 - any other circumstances associated with domestic and/or family violence.
- 22.8 An employee who supports an immediate family member or a member of the employee's household who is experiencing family and domestic violence will have access to 10 days paid special leave per year for the purpose of providing support in relation to activities outlined in **clause 22.7**.
- 22.9 Proof of family and domestic violence may be required and can be in the form of a document issued by police, a court, a doctor, a district nurse, a maternal and child health care nurse, a counsellor, a psychologist, a family violence support service or a lawyer.
- 22.10 Paid family and domestic violence leave will be in addition to existing leave entitlements and may be taken as whole days or as part days.

23 Performance Setting

An Employee's performance objectives will be set by the Employer and communicated to that employee at or around the beginning of the performance assessment period. The performance objective setting process will be fair and transparent.

Leaders/Managers will explain how objectives are set and will be measured. The objectives set will be for both Business Objectives and Values and Behavioural Based Competencies.

An employees' performance objectives will not normally be changed within the performance period, however it is acknowledged from time to time through changing circumstances this will be necessary. Where the Employer believes a change is necessary, the Employer will consult with employees in relation to the proposed changes. This consultation will include providing the rationale and reasoning behind the changes and seeking feedback from impacted staff, prior to the change being implemented.

The Employer will determine whether each employee has met their performance objectives on a periodic basis through annual and other performance reviews as required, and will communicate the results of that determination to the relevant employee. A formal performance review must occur at least once during the performance period, except where absence on leave or unforeseen circumstances means this is not practicable.

Employees may provide feedback about the objectives being set and Leaders/Managers will give consideration to that feedback.

In both the setting of and assessing against performance objectives the factors that will be considered will include the following:

- operational requirements and the needs of the business;

- that the objectives are reflective of the role requirements and the work expected to be undertaken for the period;
- market factors;
- the Employee's experience;
- provision of appropriate and relevant training to perform the job role the objectives relate to (while recognising that Employees have a shared responsibility for ensuring training is completed);
- staffing levels in the relevant location; and
- approved absences from normal duties.

24 Adequate Staffing

The Employer recognises the need for adequate staffing levels in order to meet its service commitment to members and to appropriately and safely manage the workloads of its employees.

25 Union Rights

25.1 Workplace Representatives

- 25.1.1 The FSU is entitled to appoint one (1) or more members as union representatives in the Employer's workplace
- 25.1.2 The FSU will notify the Employer in writing of the appointment of an employee as the FSU representative.
- 25.1.3 The Employer recognises that the FSU representative is entitled to reasonable time during work hours to:
- discuss with members, or employees who are eligible to be members of the FSU, matters directly concerning the work they perform;
 - discuss with accredited FSU officials matters raised by members;
 - receive instructions from the FSU about the performance of FSU duties;
 - discuss with the Employer representatives matters raised by FSU members concerning their employment; or
 - represent members at discussions with the employer should such representation be requested by the employee and the employee has a legal right to have a representative present at the discussions.
- 25.1.4 The FSU representative is entitled to reasonable access to the Employer's communication facilities for the purpose of carrying out duties as a FSU representative.
- 25.1.5 The FSU representative will ensure there is no unreasonable disruption to the performance of their work for the Employer, or another employee's work for the Employer, in the performance of their duties as the FSU representative.

25.1.6 The Employer will accommodate up to a combined total of 10 days paid leave per calendar year for employees holding the role of FSU representative to attend trade union training. The provision of paid leave is subject to:

- a maximum of two (2) days union representative leave per year may be taken by each individual employee formally appointed as a union representative;
- the employee having passed the probation period with the Employer before the leave occurs;
- the Employer being provided with at least four (4) weeks written notice of the leave;
- the employee advising their manager of the need to take leave within a reasonable period after being informed by the union of their placement on the course;
- the Employer being able to make adequate staffing arrangements amongst remaining workplace employees to accommodate the leave; and
- the Employer being provided with the description and an outline of the content of the course, if requested.

25.1.7 Further to **clause 25.1.3** FSU officials can represent members at discussions with the employer should such representation be requested by the employee and the employee has a legal right to have a representative present at the discussions.

26 Flexible Work Arrangements

The Employer is committed to fostering flexibility in employment and working arrangements to achieve the optimum balance between work and personal responsibilities for employees.

The Employer will consider all requests for flexible work arrangements proposed by an employee although a request may not be possible due to operational or other limitations.

Requests for flexible work arrangements must be discussed with an employee's leader and are subject to policy requirements and processes that do not form part of this Agreement.

27 Individual Flexibility Agreements

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

- the arrangement deals with one or more of the following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances; and
- the arrangement meets the genuine needs of the Employer and the employee in relation to one or more of the matters mentioned in **clause 27.1**; and
- the arrangement is genuinely agreed to by the Employer and the employee.

- 27.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the Fair Work Act; and
 - are not unlawful terms under section 194 of the Fair Work Act; and
 - result in the employee being better off overall than the employee would be if no arrangement was made.
- 27.3 The Employer must ensure that the individual flexibility arrangement:
- is in writing; and
 - includes the name of the Employer and employee; and
 - is signed by the Employer and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - states the day on which the arrangement commences.
- 27.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 27.5 The Employer or the employee may terminate the individual flexibility arrangement:
- by giving no more than 28 days' written notice to the other party to the arrangement; or
 - if the Employer and the employee agree in writing - at any time.

28 Consultation

28.1 This term applies if the Employer:

28.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

28.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

28.2 For a major change referred to in clause 28.1.1, the Employer must notify the relevant employees and the FSU of the decision to introduce major change, and **clauses 28.3 to 28.9** apply.

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

28.4 If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

28.5.1 discuss with the relevant employees and the FSU:

- the introduction of the change; and
- the effect the change is likely to have on the employees; and
- measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and

28.5.2 for the purposes of the discussion - provide, in writing, to the relevant employees:

- all relevant information about the change including the nature of the change proposed; and
- information about the expected effects of the change on the employees; and
- any other matters likely to affect the employees.

28.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

28.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the FSU.

28.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in **clauses 28.2, 28.3** and **28.5** are taken not to apply.

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

- the termination of the employment of employees; or
- major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

Change to regular roster or ordinary hours of work

28.10 For a change referred to in **clause 28.1.2**, the Employer must notify the relevant employees of the proposed change, and clauses **12.4**, and **28.11** to **28.15** apply.

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

28.12 If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

28.13 As soon as practicable after proposing to introduce the change, the Employer must:

28.13.1 discuss with the relevant employees the introduction of the change; and

28.13.2 for the purposes of the discussion—provide to the relevant employees:

- all relevant information about the change, including the nature of the change; and
- information about what the Employer reasonably believes will be the effects of the change on the employees; and
- information about any other matters that the Employer reasonably believes are likely to affect the employees; and

28.13.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

28.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

28.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

28.16 In this term:

relevant employees means the employees who may be affected by a change referred to in **clause 28.1**.

29 Dispute Resolution

29.1 If a dispute relates to:

29.1.1 a matter arising under this Agreement; or

29.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

29.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. FSU members may contact the FSU office or FSU workplace representative seeking guidance or representation at any stage of the dispute settlement procedure. The Employer will recognise the representative of the employee for all purposes under the dispute settlement procedure.

29.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

- 29.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 29.5 The Fair Work Commission may deal with the dispute in two stages:
- 29.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 29.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- arbitrate the dispute; and
 - make a determination that is binding on the parties.
- 29.6 While the parties are trying to resolve the dispute using the procedures in this term:
- 29.6.1 an employee must continue to perform the normal duties of his or her work unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 29.6.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- the work is not safe; or
 - applicable occupational health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.
- 29.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

APPENDIX 1

Level 1

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

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

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

Indicative job title list — Cleaner

Level 2

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

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

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

- processing of standard documentation;
- undertaking cashiering functions;
- answering enquiries from members and external parties using a detailed knowledge of specific business activities;
- drafting correspondence appropriate to job function;
- organising own work schedule; and/or
- providing information/assistance to other employees.

Indicative job title list — Member Relations Officer, Contact Centre Inbound Consultant

Level 3

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

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

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

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

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

Indicative job title list— Member Relations Specialist, Credit Management Officer, Loan Processing Officer, Retail Marketing Officer

Level 4

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

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

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

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

- managing and maintaining service standards;
- overseeing day-to-day operations of functional areas of responsibilities;
- implementing and maintaining effective controls;
- initiating disciplinary processes;
- assisting with the recruitment and selection of employees; and/or
- preparing of reports.

Indicative job title list — Home Loan Specialist, Lending Assessor, Payroll Officer

Level 5

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

The position may be:

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

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

Indicative job title list — Branch Manager, Senior Financial Accountant, Project Manager, HR Business Partner

Level 6

A Level 6 position typically performs a middle managerial role primarily to control the conduct of a part of the employer’s business and in which decisions are regularly made and responsibility accepted on matters relating to the administration and conduct of the part of the business.

Indicative job title list — Network Security Lead, Data Analyst and Reporting Lead

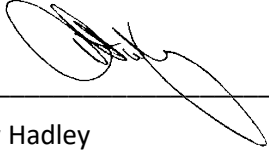
School Based Apprentices

Any school based Apprentices who may be employed by the Employer will be entitled to be paid the percentage of the Gross Annual FTE Salary Range (in the case of part-time or casual employees the hourly rate) for their classification (as set out in clause 7.3) as set out in the below table:

Age	Percentage of Gross Annual FTE Salary Range %
16 years or less	50
At 17 years	60
At 18 years	70
At 19 years	80
At 20 years	90

Agreement Authorisation

Signed for and on behalf of **Police & Nurses Ltd** by its duly authorised representative:



Andrew Hadley
Chief Executive Officer
Police & Nurses Ltd
Level 6, 556 Wellington St
Perth WA 6000

Date 5th November 2021

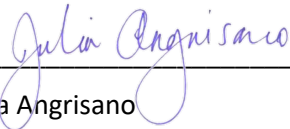
Signed for and on behalf of **P&N Recruitment Pty Ltd** by its duly authorised representative:



Christine MacKenzie
Managing Director
P&N Recruitment Pty Ltd
Level 6, 556 Wellington St
Perth WA 6000

Date 5th November 2021

Signed for and on behalf of the **Finance Sector Union of Australia**:



Julia Angrisano
National Secretary
Finance Sector Union of Australia
Level 1, 341 Queen Street, Melbourne, Victoria
Authorised under rule 49 of the FSU's rules to sign industrial agreements.

Date 9 November 2021