



# DECISION

*Fair Work Act 2009*

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

**Mercer Administration Services (Australia) Pty Ltd T/A Mercer**  
(AG2019/5119)

## **MERCER ADMINISTRATION SERVICES ENTERPRISE AGREEMENT 2019**

Banking finance and insurance industry

DEPUTY PRESIDENT KOVACIC

CANBERRA, 4 FEBRUARY 2020

*Application for approval of the Mercer Administration Services Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Mercer Administration Services Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mercer Administration Services (Australia) Pty Ltd. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The CPSU, the Community and Public Sector Union 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 February 2020. The nominal expiry date of the Agreement is 31 March 2023.



Printed by authority of the Commonwealth Government Printer

<AE506910 PR716409>

**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2019/5119

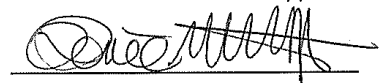
**Applicant:**  
Mercer Administration Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Renee Whiteside, People and Culture Leader for Mercer Administration Services (Australia) Pty Ltd give the following undertakings with respect to the Mercer Administration Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Mercer Administration Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. I undertake that:
  - a. When an employee's ordinary hours of work are altered in accordance with clause 23.4, that:
    - (i) When an employee works their ordinary hours between 6am and 7am as part of working an "Additional Bandwidth" of 6am to 6pm, they will receive a loading of 40% on their Base Salary (as defined in clause 4.1(b)) for that hour; and
    - (ii) When an employee works their ordinary hours between 10am to 10pm as part of working an "Additional Bandwidth", that they will receive a 40% loading on top of their Base Salary (as defined in clause 4.1(b)) for all hours worked between 7pm - 10pm.
  - b. The reference to the National Training Agreement in clause 39 is a reference to clause 16 of the Banking, Finance and Insurance Industry Award 2020 ("the Award") and trainees employed under the Agreement will be paid no less than the rates set in clause 16 of the Award.
  - c. When an employee works their ordinary hours on a Sunday, that they will receive no less than the rate of pay prescribed by the Award for working ordinary hours on a Sunday.
3. These undertakings are provided based on issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**

**24 January 2020**

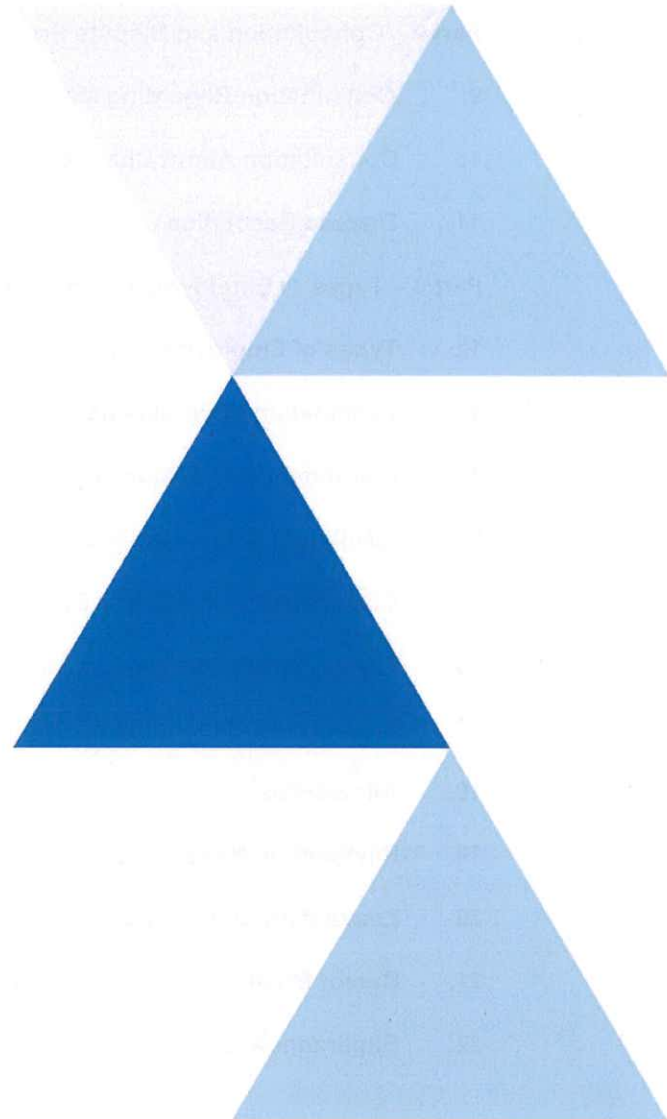
**Date**



Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

MERCER ADMINISTRATION SERVICES

# ENTERPRISE AGREEMENT 2019



**MERCER ADMINISTRATION SERVICES**  
**TABLE OF CONTENTS**

<b>Part 1 – Title, Coverage &amp; Operation, Definitions and Flexibility .....</b>	<b>5</b>
1. Introduction .....	5
2. Title .....	5
3. Commencement and Nominal Expiry Date .....	5
4. Definitions and interpretation .....	5
5. Coverage .....	6
6. No Extra Claims .....	6
7. The National Employment Standards and this Enterprise Agreement.....	6
8. Individual Flexibility Agreement .....	6
<b>Part 2 – Consultation and Dispute Resolution .....</b>	<b>7</b>
9. Consultation Regarding Major Workplace Change .....	7
10. Consultation About Changes to Rosters or Hours of Work .....	8
11. Dispute Resolution .....	9
<b>Part 3 – Types of Employment and Termination of Employment .....</b>	<b>10</b>
12. Types of Employment.....	10
13. Termination of Employment.....	12
14. Redundancy and Redeployment .....	13
<b>Part 4 – Minimum Wages and Related Matters .....</b>	<b>15</b>
15. Classification and Salary Ranges .....	15
16. Annual Salary Review .....	16
17. Promotions, Secondments, Higher Duties Allowance Salaries .....	17
18. Allowances.....	18
19. Payment of Wages .....	19
20. Leave Without Pay .....	19
21. Career Break .....	20
22. Superannuation .....	20

<b>Part 5 – Hours of Work and Related Matters .....</b>	<b>21</b>
23. Ordinary Hours of Work .....	21
24. Overtime and Penalty Rates .....	25
<b>Part 6 – Leave and Public Holidays .....</b>	<b>26</b>
25. Annual Leave .....	26
26. Long Service Leave .....	28
27. Personal/Carer’s Leave .....	28
28. Family and Domestic Violence .....	30
29. Compassionate Leave .....	30
30. Parental Leave .....	31
31. Lactation Breaks .....	33
32. Jury Service .....	34
33. Study Leave .....	34
34. Public Holidays .....	34
<b>Part 7 – Representatives, Safety, Traineeships, &amp; Other Workplace Issues .....</b>	<b>35</b>
35. Rights and Responsibilities of Employees, Employers and Industrial Organisations .....	35
36. Secondary Employment .....	36
37. Conduct and Discipline .....	36
38. Work Health and Safety .....	37
39. Traineeships .....	37
Schedule A.....	38
Schedule B.....	40
40. Signatories .....	42

## PART 1 – TITLE, COVERAGE & OPERATION, DEFINITIONS AND FLEXIBILITY

### 1. INTRODUCTION

- 1.1 This Enterprise Agreement is the result of a collaborative and interest-based approach taken by all bargaining parties. The philosophy of this Enterprise Agreement is to facilitate the continued growth and development of Mercer and its employees.
- 1.2 The aim of this Enterprise Agreement is to improve the quality of Mercer's products and services, enhancing working conditions of all employees and structure Mercer and its functions to gain continuous productivity improvement and cost effectiveness of its Wollongong operations.

### 2. TITLE

- 2.1 This Enterprise Agreement shall be known as the *Mercer Administration Services Enterprise Agreement 2019*.

### 3. COMMENCEMENT AND NOMINAL EXPIRY DATE

- 3.1 This Enterprise Agreement commences 7 days from the date approved by the Fair Work Commission.
- 3.2 This Enterprise Agreement has a nominal expiry date of 31 March 2023.

### 4. DEFINITIONS AND INTERPRETATION

- 4.1 In this Enterprise Agreement, unless the contrary intention appears and where the term is otherwise not defined already:
- (a) **Act** means the *Fair Work Act 2009* (Cth).
  - (b) **Base Salary** means:
    - (i) For full-time employees, the salary notified to the employee in writing which shall be determined in accordance with clause 15; or
    - (ii) For part-time employees, the salary notified to the employee in writing which shall be a pro-rated amount (according to the employee's ordinary hours of work) of the weekly amount notified in writing and shall be determined in accordance with clause 15; or
    - (iii) For casual employees, the hourly rate notified to the employee in writing, which will be the relevant hourly rate identified by reference to the employee's relevant classification in Schedule B.
  - (c) **Enterprise Agreement** means the *Mercer Administration Services Enterprise Agreement 2019*.
  - (d) **Head of MAS** means the Head of Mercer Administration Services or any other officer authorised by the Head of MAS to assume responsibility for the management of the relevant function of activity for Mercer.
  - (e) **Immediate family** means a spouse, de facto or same sex partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of a spouse, de facto or same sex partner of an employee.
  - (f) **Mercer** means Mercer Administration Services (Australia) Pty Ltd.
  - (g) **NES** means the National Employment Standards as contained in Part 2–2 of the Act.
  - (h) **CPSU** means the Community and Public Sector Union.

## **5. COVERAGE**

5.1 This Enterprise Agreement applies to:

- (a) Mercer;
- (b) employees of Mercer:
  - (i) working in the city of Wollongong, New South Wales; and
  - (ii) whose work is covered by the classifications contained within this Enterprise Agreement as set out in Schedules A and B; and
- (c) the CPSU.

5.2 This Enterprise Agreement excludes and displaces all prior industrial agreements and awards and operates to the exclusion of the *Banking, Finance and Insurance Award 2010* and any successor modern award.

5.3 All employees will have access to this Enterprise Agreement through Mercer's intranet.

5.4 The parties agree to commence negotiations for the new Enterprise Agreement no later than three (3) months prior to the nominal expiry date of this Enterprise Agreement.

## **6. NO EXTRA CLAIMS**

6.1 Employees will make no further claims in relation to any terms or conditions of employment during the nominal term of this Enterprise Agreement.

## **7. THE NATIONAL EMPLOYMENT STANDARDS AND THIS ENTERPRISE AGREEMENT**

7.1 The NES is a set of legislated minimum employment entitlements under the Act.

7.2 The NES apply to employees covered by this Enterprise Agreement. Where a provision of the NES offers a greater benefit to an employee than a provision of this Enterprise Agreement, the NES will prevail to the extent of that benefit.

## **8. INDIVIDUAL FLEXIBILITY AGREEMENT**

8.1 Mercer and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Enterprise Agreement if:

- (a) the individual flexibility arrangement deals with one (1) or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime; and
- (b) the arrangement meets the genuine needs of Mercer and the employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Mercer and employee.

8.2 Mercer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 Mercer must ensure that the individual flexibility arrangement:

- (a) is in writing; and



- (b) includes the name of Mercer and employee; and
  - (c) is signed by Mercer and employee or if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 8.4 Mercer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 Mercer or the employee may terminate the individual flexibility arrangement:
- (b) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (c) if Mercer and the employee agree in writing — at any time.

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **9. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

- 9.1 This clause applies if:
- (a) Mercer has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on employees to whom the Enterprise Agreement applies. Significant includes but is not limited to changes to core duties, hours and days of work, outsourcing of work; and
  - (c) Mercer has made a decision to introduce changes to policies and reduction in staffing levels. Consultation is to occur with employees who are off work on extended leave, for example on parental leave.
- 9.2 It is in the interest of all parties to ensure that discussions on change between employees, their representatives and management occur in a timely manner and issues raised be given prompt and proper consideration by all parties.
- 9.3 Mercer must notify the relevant employees and their nominated representative of the decision to introduce the major change.
- 9.4 The relevant employees may appoint a representative such as a union for the purposes of the procedures in this clause.
- 9.5 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise Mercer of the identity of the representative;
- Mercer must recognise the representative.

- 9.6 As soon as practicable after making its decision, Mercer must:
- (a) discuss with the relevant employees and any nominated representative:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures Mercer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) 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
    - (i) information about the expected effects of the change on the employees; and
    - (ii) any other matters likely to affect the employees.
- 9.7 However, Mercer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.8 Mercer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their representatives.
- 9.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of Mercer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- 9.10 In this clause, relevant employees mean the employees who may be affected by the major change.

## **10. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK**

- 10.1 This provision applies to all full-time and part-time employees and casual employees who have a reasonable expectation of a regular and systematic pattern of working hours.

Where Mercer proposes to change an employee's regular roster or ordinary hours of work, Mercer must consult with the employee or employees affected, if any, about the proposed change.

- 10.2 Mercer will:
- (a) provide to the employee or employees affected all relevant information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence, information about what Mercer reasonably believes will be the effects of the change on the employees); and
  - (b) discuss with the relevant employees the introduction of the change; and

- (c) invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (d) give prompt and genuine consideration to matters raised about the change by the relevant employee or employees concerned and/or their union.
- 10.3 In respect of clauses 9 and 10 above, a Joint Consultative Committee (**JCC**) will operate to provide a forum for matters of mutual interest and concern, both formal and informal, encourage and facilitate workplace reform and equitable, innovative and productive workplace relations. JCC meetings are to occur on a regular basis.
- 10.4 Additionally, a Post Implementation Committee (**PIC**) will be established and will consist of Mercer representatives, the CPSU and self-appointed bargaining representatives for this Enterprise Agreement. The PIC will operate as a forum to discuss the progress in implementing this Enterprise Agreement and any other issues that may arise in the implementation process. PIC meetings are to occur on a regular basis.

## **11. DISPUTE RESOLUTION**

- 11.1 If a dispute relates to:
- (a) a matter arising under this Enterprise Agreement; or
  - (b) the National Employment Standards;
- this clause sets out the procedure to settle the dispute.
- 11.2 The provisions of this clause shall not be used to circumvent the normal process of discussions between an employee and their Manager, including one-on-one discussions, normal performance review discussions and the development of personal development plans, the raising of issue(s) between an employee with their Manager and seeking the resolution of any issue(s) at that level in the first instance.
- 11.3 Other than the processes identified in 11.2 above, an employee who is a party to the dispute may appoint a representative (which could be a union) for the purposes of the procedures in this clause.
- 11.4 An issue or dispute will be discussed in the first instance by the employee with their immediate Manager.
- 11.5 If a dispute remains unresolved between the employee and their immediate Manager, the employee or their Manager may refer the matter to their 'one up' Manager for discussion and resolution.
- 11.6 Where an issue has not been resolved following the steps in 11.4 and 11.5 the dispute may be raised with the Human Resources department.
- 11.7 If the issue or dispute in question relates to the immediate Manager, the employee may seek assistance or advice from a more Senior Manager or Human Resources.
- 11.8 If the steps outlined in 11.3 to 11.7 do not resolve the dispute, any party to the dispute may refer the matter to the Fair Work Commission to attempt to resolve the matter by conciliation.
- 11.9 If conciliation outlined in 11.8 above does not resolve the dispute, any party to the dispute may refer the matter to the Fair Work Commission to attempt to resolve the matter by arbitration.

- 11.10 The parties agree to be bound by and implement any order, decision or recommendation of the Fair Work Commission, subject to a right of appeal to a Full Bench of the Fair Work Commission.
- 11.11 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by Mercer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable work health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; orthere are other reasonable grounds for the employee to refuse to comply with the direction.

### **PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

#### **12. TYPES OF EMPLOYMENT**

12.1 An employee may be engaged on a full-time, part-time or casual basis.

#### **12.2 Full-time employment**

- (a) A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week, in accordance with clause 23.2.

#### **12.3 Part-time employment**

- (a) A part-time employee is an employee who:
  - (i) is engaged to work an average of fewer than 38 ordinary hours per week, but not less than 3 consecutive hours work on any day; and
  - (ii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) For each ordinary hour worked, a part-time employee will be paid no less than the hourly rate paid to a full-time employee for the relevant classification in clause 15.
- (c) Mercer will inform a part-time employee of the ordinary hours of work and starting and finishing times. Through mutual agreement, a part-time employee may work in excess of these hours. In doing so, an employee will be paid in accordance with the applicable hourly rate derived from their Base Salary, paid per hour, except where the employee has worked either:
  - (i) more hours in a day than the number of standard full-time daily hours (calculated by dividing the full-time hours set out in clause 12.2(a) by 5 days); or
  - (ii) more hours in a week than the full-time weekly hours (as set out in clause 12.2(a)).

12.4 In the circumstances set out in clauses 12.3(c)(i) and (ii), an employee will be paid in accordance with clause 24.

## 12.5 Casual employment

- (a) A casual employee working ordinary hours will be paid according to the employee's Base Salary for each hour worked, plus a casual loading of 25%.
- (b) Unless provided for by legislation, casual employees shall not be entitled to payment for:
  - (i) annual leave;
  - (ii) compassionate leave;
  - (iii) jury service;
  - (iv) personal/carer's leave;
  - (v) public holidays; or
  - (vi) any other leave item.
- (c) This subclause shall not alter any entitlement a casual employee may have in accordance with the NES.
- (d) A casual employee may give notice to Mercer of a period of time during which they will be unable to work.

## 12.6 Casual Conversion

- (a) After twelve (12) months, a casual employee has the right to request casual conversion and elect to have their contract of employment converted to full-time or part-time employment.
- (b) Mercer will give casual employees a notice in writing of their casual employment having attained such period of twelve (12) months informing them of their right to seek casual conversion.
- (c) Any casual employee who does not reply within four (4) weeks of receiving the written notice from the Mercer is deemed to have elected against any such conversion.
- (d) Within four (4) weeks of receiving the request, Mercer will consent or refuse the election. Mercer will not unreasonably refuse a casual conversion.
- (e) Once a casual employee has elected and has been converted to a full-time or part-time employment, the employee may only revert to casual employment by written agreement with Mercer.

## 12.7 Probationary Employment

- (a) An employee will be initially engaged for a three (3) month probationary period. The initial period of three (3) months may be extended by Mercer for a further three (3) month period to address identified and communicated performance issues or to account for absences during the initial three (3) month period.
- (b) An employee's performance will be monitored by Mercer during the probationary period and the employee may be counselled about their performance during this period.
- (c) If an employee's performance is unsatisfactory during or at the conclusion of the probationary period, their employment may be terminated in accordance with clause 13.

### 13. TERMINATION OF EMPLOYMENT

#### 13.1 Notice of termination or payment in lieu

- (a) Subject to subclause 13.1(b) and 13.1(c), in the event that either party wishes to terminate employment, then four (4) weeks' notice in writing to the other party shall be provided.
- (b) An employee engaged on a probationary period may be terminated or may resign by giving one (1) weeks' notice in writing to the other party.
- (c) For employees with at least five (5) years' continuous service with Mercer and is over the age of 45 years old, they will be entitled to an additional weeks' notice where Mercer is terminating the employment.
- (d) Where Mercer wishes to terminate the employment, it may pay the employee in lieu of notice, or provide the employee with part notice and part pay in lieu of notice.
- (e) During the period of notice, Mercer may, at its discretion, require the employee to either:
  - (i) not attend for work; or
  - (ii) be available to attend the workplace as required; or
  - (iii) perform duties which are different to those which the employee was required to perform during the of employment with Mercer, provided the employee has the necessary skills and competencies to perform the duties.
- (f) If an Employee who is at least 18 years old does not give the period of notice required under 13.1(a), then Mercer may deduct from their Base Salary due to the Employee under this agreement an amount that is no more than one week's Base Salary for the Employee.
- (g) If Mercer has agreed to a shorter period of notice than that required under 13.1(a), then no deduction can be made under 13.1(f).
- (h) Any deduction made under 13.1(f) must not be unreasonable in the circumstances.
- (i) Notice of termination is not required to be given by Mercer in this clause in the following circumstances:
  - (i) where termination of employment is for serious misconduct (in which case summary dismissal applies); or
  - (ii) where the employment of the employee was for a specified period of time, and the employment has terminated at the end of the period; or
  - (iii) where the employment of the employee was pursuant to a contract of employment for a fixed or maximum period, and the employment has terminated at the end of that fixed or maximum period;
  - (iv) where the employment of the employee was for a specified task, and the employment has terminated on completion of the task; or
  - (v) where the employee was employed under a training arrangement and the employment of the employee for a specified period of time, or was limited to the duration of the training arrangement, and the employment has terminated at the end of the training arrangement; or
  - (vi) where the termination of employment is of a casual employee.

### 13.2 Job search entitlement

- (a) Where Mercer has given notice of termination to an employee whereby their temporary contract is ending, an employee must be allowed up to one (1) days' time off without loss of pay during the notice period for the purpose of seeking other employment.

## 14. REDUNDANCY AND REDEPLOYMENT

### 14.1 Consultation and notification

- (a) Where an organisational restructure will likely result in an employee's position becoming redundant, Mercer will consult with the relevant employees and the CPSU in accordance with clause 9.
- (b) A permanent employee will be informed that their position is likely to be made redundant in writing.

### 14.2 Voluntary Redundancy

- (a) Upon being informed of the potential redundancy, the employee will have two weeks from the date of notification to choose between two courses of action:
  - (i) Accept an offer of voluntary redundancy and leave Mercer within two weeks of accepting the offer or at a time nominated by Mercer. If voluntary redundancy is declined it will not be offered again.
  - (ii) Decline the voluntary redundancy offer and pursue redeployment during the three-month retention period. If an excess employee:
    - A leaves at any time after declining the offer of voluntary redundancy, they will receive a payment using the calculation described in clause 14.6(b), or
    - B is not redeployed at the conclusion of the retention period, they will be made involuntarily redundant and receive a payment using the calculation described in clause 14.6(b).
- (b) If an employee fails to notify Mercer of a course of action within the nominated two-week timeframe, this will be taken as the choice to decline voluntary redundancy and pursue redeployment.

### 14.3 Voluntary Redundancy Entitlement

- (a) After undertaking consultation in accordance with clause 9, Mercer will invite employees who have been consulted with to volunteer to be made redundant in accordance with this clause. Where employees accept voluntary redundancy, they are entitled to the following payments:
  - (i) four (4) weeks' notice or payment in lieu; and
  - (ii) for employees aged 45 years and over with five or more years of completed service, an additional one weeks' notice or payment in lieu; and
  - (iii) a severance payment at the rate of three weeks per year of continuous service with a maximum of 39 weeks (unless the NES provides a higher severance payment, in which case the higher amount will apply), with pro-rata payments for incomplete years of service to be on a quarterly basis; and
  - (iv) payment of accrued but untaken annual leave; and

- (v) payment of accrued but untaken long service leave if eligible; and
- (vi) the benefit allowable as a contributor to a retirement fund; and
- (vii) pro rata annual leave loading for leave accumulated at the date of termination; and
- (viii) the following incentive payments based on years of service:

Length of service	Additional payment
Less than 1 year	2 weeks' pay
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 or more years	8 weeks' pay

#### 14.4 Redeployment

- (a) Employees who decline a voluntary redundancy offer are entitled to a three (3) calendar month redeployment period. During the redeployment period, affected employees receive their Base Salary while pursuing redeployment opportunities within Mercer.
- (b) The redeployment period commences from the date on which the voluntary redundancy offer is declined by an employee or closes without being accepted by an employee.
- (c) The purpose of the redeployment period is to allow affected employees to secure a permanent position within Mercer.
- (d) The affected employee may choose to accept a secondment. When the secondment ends, if the employee has not been redeployed or secured an extension of the secondment, the employee will then be made involuntarily redundant.
- (e) If an employee is placed in a position at a lower classification level, they are entitled to three calendar months' Base Salary maintenance at their former level.

#### 14.5 Exit During Redeployment and at Involuntary Redundancy

- (a) An employee may leave Mercer at any time after refusing a voluntary redundancy offer and during the redeployment period.
- (b) An employee is made involuntarily redundant by Mercer when all of the following conditions have been satisfied:
  - (i) the employee has been informed in writing that their position is at risk of being made redundant;
  - (ii) the employee has not accepted an offer of voluntary redundancy; and
  - (iii) the employee has exhausted their three-month redeployment period.

#### 14.6 Payments During Redeployment and at Involuntary Redundancy

- (a) Upon the end of employment with Mercer after refusing an offer of voluntary redundancy and at any time during the redeployment period, or upon being made involuntarily redundant, an employee is entitled to the payment as per the table below, plus an additional payment of four weeks' Base Salary if under the age of 45 or five (5) weeks' Base Salary if aged 45 or over.
- (b) The involuntary redundancy payment is to be calculated using the following methodology:



Length of continuous service	Redundancy pay	
	Under 45	45 or Over
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks	5 weeks
2 years and more but less than 3 years	7 weeks	8.75 weeks
3 years and more but less than 4 years	10 weeks	12.5 weeks
4 years and more but less than 5 years	12 weeks	15 weeks
5 years and more but less than 6 years	14 weeks	17.5 weeks
6 years or more	16 weeks	20 weeks
<i>plus</i>		
Additional payment	4 weeks	5 weeks

#### 14.7 Employees not covered by clause 14

- (a) This clause does not apply to any of the following employees:
- (i) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
  - (ii) an employee whose employment is terminated because of serious misconduct;
  - (iii) a casual employee;
  - (iv) an employee to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

#### 14.8 Job search entitlement

- (a) An employee given notice of termination due to redundancy must be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of Mercer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- (c) This entitlement applies in cases of redundancy instead of clause 13.2.

### PART 4 – BASE SALARY, SALARY RANGES AND RELATED MATTERS

#### 15. CLASSIFICATION AND SALARY RANGES

- 15.1 Employees will maintain their current Base Salary at the time the Enterprise Agreement comes into operation.
- 15.2 Employees hired after the Enterprise Agreement comes into operation will be paid at the minimum of the salary range of their relevant classification level, or at another point within the salary range as determined by the relevant Leader and HR Business Partner.
- 15.3 All positions covered by the Enterprise Agreement are mapped to a classification level and salary range in Schedule A and Schedule B.

- 15.4 During the first twelve (12) months of the Enterprise Agreement being in operation, all Enterprise Agreement covered positions will be re-evaluated to ensure all positions are mapped correctly to the classification structure.
- 15.5 Where an employee disagrees with the classification allocated to their position at any time, they should write to their Manager stating the reasons why they believe the position has been incorrectly mapped in Schedule A and Schedule B.
- 15.6 The employee's Manager will then review the mapping in consultation with the HR Business Partner. The Manager and the HR Business Partner will provide the outcome of the review to the employee in writing within ten working days.
- 15.7 If the employee is still dissatisfied with the outcome of subclause 15.6, they may invoke the Dispute Resolution procedure contained in clause 11.

**16. ANNUAL SALARY REVIEW**

- 16.1 Employees will participate in Mercer's annual salary review. The annual salary review process is designed to ensure the distribution of Base Salary increases are fair and encourages increased performance.
- 16.2 Effective 1 April 2020, a 2.25% increase will be applied to employees' existing Base Salaries.
- 16.3 Effective 1 April 2021 and 1 April 2022, the annual salary review will include a Minimum Increase for all employees. In addition, a Performance-Based Increase for eligible employees covered by the Enterprise Agreement, will be provided as follows:

<b>Performance Review Rating</b>	<b>Minimum increase</b>	<b>Performance-Based Increase for eligible employees</b>	<b>Total Potential Increase</b>
1 – Unacceptable	1.125%	0%	1.125%
2 – Needs Improvement	1.125%	0%	1.125%
3 – Meets Expectations	1.125%	1.125%	2.25%
4 – Exceeds Expectations	1.125%	2.125%	3.25%
5 – Significantly Exceeds Expectations	1.125%	3.125%	4.25%

- 16.4 The Base Salary increases in clause 16.2 and 16.3 will be applied to an employee's Base Salary.
- (a) Where application of the Base Salary increases in clause 16.2 and 16.3 will result in the employees' Base Salary exceeding the maximum salary range applying to the relevant classification level (per Schedule B), the employees' Base Salary will be adjusted to the maximum of the salary range, with any remaining amount being paid as a one-off payment.
- (b) Should the employees' Base Salary already exceed the maximum of the salary range to the relevant classification level (per Schedule B), the salary increases in clause 16.2 and 16.3 will be paid as a one-off payment.

16.5 An employee covered by the Enterprise Agreement will be eligible to participate in the performance based increase in accordance with clause 16.3, if as at the salary review date each year they:

- (a) have performed duties in their current position for a minimum of six months;
- (b) have received a rating of “3 – Meets Expectations” or higher through participation in the annual performance review process;
- (c) are not serving out a notice of termination;
- (d) have not received an “out of cycle” salary review in the prior six months;
- (e) are not the subject of a performance improvement plan.

16.6 Employees who are the subject of a performance review rating of a 1 or 2 and a Performance Improvement Plan at the time of an annual salary review, who then go on to successfully complete the performance improvement plan will receive the additional 1.125% Base Salary increase effective of the date of completion of their performance improvement plan, in accordance with clauses 16.4(a) and 16.4(b).

**17. PROMOTIONS, SECONDMENTS, HIGHER DUTIES ALLOWANCE SALARIES**

17.1 When an employee is promoted, seconded or receives a higher duties allowance, their Base Salary will be increased to the minimum of the new classification salary range, or their Base Salary increase will be determined based on the amount of incremental steps between classification levels (whichever is greater), as outlined:

Current Level	Promoted Level	Incremental Steps	Percentage increase applied
1A	1B	1	5%
1B	2A	1	5%
1A	2A	2	10%
1B	2B	2	10%
1A	2B	3	15%
1B	3A	3	15%
1A	3A	4	20%
1B	3B	4	20%
1A	3B	5	25%
1A	4A	6	30%
1A	4B	7	35%
2A	2B	1	3%
2B	3A	1	3%
2A	3A	2	6%
2B	3B	2	6%
2A	3B	3	9%
2B	4A	3	9%
2A	4A	4	12%
2B	4B	4	12%
2A	4B	5	15%
3A	3B	1	3%
3B	4A	1	3%
3A	4A	2	6%
3B	4B	2	6%
3A	4B	3	9%
4A	4B	1	3%

17.2 Should an employee transfer to a lower classification level, the employee's Base Salary will be determined by the relevant Leader and HR Business Partner, within the salary range of the relevant classification.

## **18. ALLOWANCES**

18.1 Allowances are all-purpose allowances only if expressly stated in this clause. Where an employee is paid by the hour, the allowance will be 1/38<sup>th</sup> of the weekly allowance per hour worked.

18.2 The following allowances for responsibilities or skills are not taken into account in the Base Salaries:

### **(a) First aid allowance**

An employee who is appointed as an accredited Senior First Aid Officer by Mercer to perform first aid duties will be paid an allowance of \$15.87 per week. Where such an employee is the holder of an Occupational First Aid Certificate the employee will be paid an allowance of \$21.85 per week. This allowance is paid pro rata to part-time employees.

### **(b) Higher duties allowance**

- (i) Employees who relieve in a higher position for a period of at least five (5) consecutive work days, and who satisfactorily perform the duties of the higher position, will be paid a proportion (from 50% to 100%) of the difference between the substantive Base Salary rate of the occupant of the higher position and the employee's Base Salary. The proportion shall depend on the range and level of duties performed in the position.
- (ii) The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.
- (iii) Employees in receipt of a higher duties allowance for more than six (6) consecutive weeks in total shall be paid the allowance for any period of leave taken within this period of higher duties.

The payment of a higher duties allowance shall not be used when a vacant position should be more suitably filled through secondment or permanent appointment.

## **18.3 Reimbursement and expense related allowances**

### **(a) Overtime meal allowance**

Where an employee is:

- (i) required to work one and a half (1½) hours overtime beyond their ordinary working hours on a day;
- (ii) in the situation where the employee is working under any flexible working arrangement made between the employee and their Manager; beyond 7.00 pm on a day and has worked one and a half (1½) hours overtime; or
- (iii) required to work five (5) or more hours overtime on a weekend or public holiday,

the employee will be paid a meal allowance of \$25.00, or be provided with a suitable meal. A further allowance of \$20.00 must be paid if the overtime exceeds five and a half (5½) hours.

**(b) Travelling expenses**

- (i) When an employee, in the course of their duty, is required to travel from their usual place of employment they will be paid all reasonable expenses actually incurred.
- (ii) When employees, in the course of their duty, are 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 receive payment at their Base Salary (derived as an hourly rate from the employee's Base Salary, where the employee is full-time or part-time) for the time the travelling time exceeds normal travel time from home to work.
- (iii) Reasonable expenses include cost of travel by public transport or, where approved by Mercer, private motor vehicle, or where no other avenue of transport is reasonably available, taxi, meals (up to the cost of a meal to the value provided for in (a) above), and incidental costs. Any flights or accommodation costs are to be prearranged and approved by Mercer.

**(c) Motor vehicle allowance**

Where Mercer approves the use by an employee of a private motor vehicle on a casual or incidental basis for work purposes, the employee must be paid an allowance of \$0.78 per kilometre travelled.

**19. PAYMENT OF BASE SALARIES**

- 19.1 Employees must be paid fortnightly in arrears by electronic funds transfer.
- 19.2 In the event of an overpayment, Mercer will notify the employee at the earliest opportunity, advise the employee of the amount, how it occurred and seek the employee's authorisation for the overpayment to be deducted from the following pay.
- 19.3 Where such a deduction is greater than three (3) days' worth of Base Salary or will cause financial hardship for the employee, following a discussion with the Manager and Human Resources, the employee can submit in writing a proposal for a payment plan. Deductions for overpayments will be decided based on the circumstances, following discussions between with the employee and their Manager.

**20. LEAVE WITHOUT PAY**

- 20.1 Mercer recognises that it may be necessary, due to unforeseen circumstances, for employees to take extended leave without pay when annual leave or personal/carers leave entitlements have been exhausted. Such circumstances may include, but are not limited to:
  - (a) family or personal crisis; or
  - (b) overseas travel due to illness.
- 20.2 Where leave without pay has been granted, all accrued annual or long service leave must first be taken before any period of leave without pay commences.
- 20.3 Any period of leave without pay of greater than five (5) days shall not be counted as service for the purpose of the accrual of personal/carers leave, annual leave, or long service leave and any public holiday falling within the period of the leave without pay does not attract payment for that holiday.
- 20.4 Any period of more than one month's leave without pay must be substantiated in writing and approved by the employee's Manager and HR Business Partner.

20.5 Mercer will decide if circumstances exist that warrant the granting of a period of leave without pay and determine if those circumstances provide a 'clear justification' to grant leave without pay in accordance with clause 20.1.

20.6 Leave without pay is not intended to supplant the use of paid personal or other leave, for employees requiring personal/carer's leave absences of a short duration.

## **21. CAREER BREAK**

21.1 A permanent employee who has satisfied a minimum employment period of 2 years is eligible to apply for a career break of up to 12 months in total (**Career Break**). The manager will review the application taking the following into consideration:

- (a) eligibility requirements;
- (b) the timing of the intended career break and impact on the team;
- (c) the ability of the business to make alternate arrangements to accommodate the request;
- (d) individual and team performance;
- (e) the reason for the intended career break;
- (f) current leave balances; and
- (g) other considerations relevant to making a balanced decision.

21.2 Career Break applications must be submitted in writing to Mercer at least ten (10) weeks' prior to the requested commencement date of the Career Break, stating:

- (a) the reason for the Career Break;
- (b) the desired period of absence (indicative start and finish dates); and
- (c) the proposed breakdown of paid and unpaid leave to cover the period.

21.3 All accrued leave must be used during the Career Break. The Career Break period may be made up of a combination of annual leave, long service leave and leave without pay, provided the aggregate of the total leave does not exceed twelve (12) continuous months.

21.4 The Employee is required to notify Mercer in writing of the intention to return to work at least 8 weeks prior to the intended return date. Any changes to the return to work date must be mutually agreed.

## **22. SUPERANNUATION**

22.1 Mercer will contribute, on behalf of each employee, an amount at least equivalent to the rate prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

22.2 Mercer will provide superannuation benefits as required by law by making payments to the First State Superannuation fund or to another complying fund nominated by the employee. In all instances either the default or nominated fund must be MySuper compliant.

### **22.3 Flexible Salary Packaging**

- (a) Mercer offers its permanent full-time and part-time employees the option to salary package selected benefits depending on the individual's lifestyle needs where these benefits are concessional tax per Australian Tax Office guidelines.
- (b) Flexible salary components are typically taken as a salary sacrifice, which will reduce taxable salary (hence reducing PAYG tax).

- (c) Employees are encouraged to seek personal financial advice in establishing appropriate packaging commitments.
- (d) The available salary packaging items may include voluntary superannuation contribution, and novated car leasing.
- (e) Salary packaging will not reduce the employee's Base Salary for the purposes of superannuation, redundancy, termination payment or for the calculation of allowance, penalty rates and overtime payments.

#### 22.4 **Absence from work**

Subject to the governing rules of the relevant superannuation fund, Mercer must also make the superannuation contributions provided for in clause 22.1 and pay the amount authorised under clauses 22.3(a), 22.3(b) or 22.3(d) in the following circumstances:

- (a) **Paid leave**—while the employee is on any paid leave;
- (b) **Work related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
  - (i) the employee is receiving workers' compensation payments or is receiving regular payments directly from Mercer in accordance with the statutory requirements; and
  - (ii) the employee remains employed by Mercer.

## **PART 5 – HOURS OF WORK AND RELATED MATTERS**

### **23. ORDINARY HOURS OF WORK**

#### **23.1 Span of hours**

Subject to subclauses 23.4 and 23.5, which both concern flexible working arrangements, the span of ordinary hours will be 7.00am to 7.00pm Monday to Friday.

23.2 Ordinary hours of work, exclusive of meal breaks, will be an average of 38 hours per week as provided for in subclause 12.2(a) to be worked on one of the following bases:

- (a) 38 hours within a work cycle of one (1) week;
- (b) 76 hours within a work cycle of two (2) weeks;
- (c) 114 hours within a work cycle of three (3) weeks;
- (d) 152 hours within a work cycle of four (4) weeks; or
- (e) 38 hours per week averaged over a twelve (12) week period.

23.3 When an employee is asked to work beyond their normal finishing time and where the usual means of transport is unavailable, impracticable or unsafe, Mercer will arrange suitable transport for the employee between the place of work and the employee's place of residence.

#### **23.4 Flexible Work Arrangements – Span of Hours**

- (a) Additional Band Widths of 6.00am to 6.00pm and 10.00am to 10.00pm can apply to work performed in relation to new business, including additional work previously not required from an existing client such as additional services required by the client.

- (b) Work that cannot reasonably or practically be accommodated within the span of hours provided for in clause 23.1 will be performed under the arrangements in (a) above as ordinary hours. This can include working these hours due to lack of availability of desk and/or work stations, or to meet delivery standards required for both internal and external clients and stakeholders of Mercer.

### **23.5 Flexible Working Arrangements – Flex Day**

- (a) All of the provisions of this clause 23.5 are subject to the arrangements being consistent with the business and operational requirements of Mercer, work being available and relevant Work Health & Safety considerations. The intention of a Flex Day is to provide flexibility for employees.
- (b) Within the span of hours and provisions established in subclauses 23.1 and 23.4, an employee may work varying hours and/or start and finish times on different days.
- (c) Where business reasons exist, a Manager may ask employees to make arrangements reasonably in advance as to the hours and/or days they have a preference to work. Subject to this clause 23.5, reasonable flexibility will still apply to such arrangements in order to meet the genuine needs of an employee. Where an employee wishes to vary such an arrangement on a regular and ongoing manner, they should discuss such variation with their Manager.
- (d) Flex Day: A full-time or part-time employee may in advance agree with their Manager, to work additional hours paid according to their Base Salary to accumulate a Flex day. A maximum of one (1) Flex Day in a four (4) week period may be taken. A Flex day may be taken on any weekday. Provided the requirements of clause (a) are met, Managers should consider planning monthly to ensure Flex Day arrangements can be reasonably accommodated.
- (e) A Flex Day is available to be taken once a full-time employee has accrued 7.6 working hours in accordance with the provisions of subclause 12.2(a), or once a part-time employee has accrued their agreed ordinary day of work in accordance with the provisions of subclause 12.3. The Flex Day is to be taken within four (4) weeks of the Flex Day being accrued as planned. A Flex Day may be taken as a whole day, or where the employee elects, two half days within the four (4) week period.
- (f) During peak work periods an employee, with the agreement of their Manager, may defer taking up to three (3) accrued days with these days to be taken during the next non-peak work time.
- (g) All Flex Day accrual will be recorded on the Flex Day time sheet by the employee and authorised by the Manager on a weekly basis. Failure to complete the Flex Day time sheet and the administrative arrangements may result in disciplinary action in accordance with the terms set out in clause 37.
- (h) A Flex Day is paid according to the employee's Base Salary for that day.
- (i) On notice of termination of employment where an employee has any untaken Flex Day hours, Mercer may direct the employee to take the accrued time off before the employee's termination date. Any additional hours worked but not taken off shall be paid to the employee in their final termination monies.
- (j) For the avoidance of doubt any Flex Day time paid to an employee will be paid on a time for time basis.



### 23.6 Meal Breaks

- (a) Once an Employee has worked five (5) hours on a given day, they are entitled to an unpaid meal break of between 30 minutes to one (1) hour's duration.
- (b) All meal breaks will be scheduled in consultation with Mercer.
- (c) 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 breaks and Mercer agrees.
- (d) Commencing and ceasing times of meal breaks within the span of hours may be staggered by Mercer to improve operational efficiency.
- (e) Provided further that in emergency circumstances, a meal break may be deferred by mutual agreement.
- (f) Notwithstanding subclause (a), an employee may, with the agreement of their Manager and subject to business needs, extend their unpaid meal break to meet genuine personal obligations.

### 23.7 Rest Breaks

- (a) Employees will be entitled to a rest break, dependent on their agreed hours for the day in the following manner:
  - (i) Employees working five (5) hours or less will be allowed one (1) ten (10) minute paid rest break.
  - (ii) Employees working in excess of five (5) hours will be allowed two (2) ten (10) minute paid rest breaks.
- (b) Rest breaks are to be taken during a working day at a time or times and in a manner agreed between Mercer and the employee or, if no agreement is reached, as determined by Mercer.
- (c) In any circumstances where an employee takes more than their allocated rest breaks, any additional rest breaks will not count as working time and the employee's finish time will be extended accordingly.

### 23.8 Job Sharing

- (a) Mercer may approve job sharing arrangements between two or more employees requesting to job share one full-time position. This will be subject to business requirements, and with the agreement of each employee.

### 23.9 Home-Based Working

- (a) Home-based working is defined as any work normally conducted within a conventional work environment that, utilising information and communication technology, is conducted outside that conventional work environment on a temporary or regular part-time basis either on specific days or for specified hours each week.
- (b) A home-based working arrangement is voluntary and may be entered into or varied by agreement between Mercer and an employee, when it is suitable for both parties, and provided Mercer business and operational requirements (including security, wellbeing and work health and safety) continue to be met.
- (c) Following an employee's voluntary request, a formal home-based working arrangement must:

- (i) be assessed by Mercer to meet relevant security, wellbeing and work health and safety requirements;
  - (ii) be assessed by Mercer as being satisfactorily equipped from a safety, wellbeing perspective; and
  - (iii) provide Mercer or the employee with the right to cancel or suspend the home-based working arrangement at any time where it's deemed the arrangement does not meet employee needs, or meet business and operational requirements.
- (d) Mercer may approve ad-hoc periods of home-based working on a case-by-case basis.

#### 23.10 Business Continuity Management

- (a) At the manager's discretion, should an event occur that may threaten the continuity of Mercer's operations, an employee may be identified to support Mercer in the recovery of its operations (**Business Continuity Management**).
- (b) To enable the employee to be prepared in responding, they may be required to:
  - (i) perform home-based working; and/or
  - (ii) work from an alternate location; and
  - (iii) take their laptop home each day.
- (c) Where an employee is directed to perform work in an alternative location under this clause, Mercer will ensure the relevant security, wellbeing and work health and safety requirements are met.
- (d) In the event of Business Continuity Management, Mercer will reimburse any reasonable costs incurred by an employee where directed to work in an alternative location.

#### 23.11 Shift work

Shift work may be worked on the following basis.

- (a) The following definitions will apply in relation to this clause:
  - (i) **shift worker** means an employee 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 4.00am and 7.00am; and
  - (iv) **night shift** means any shift finishing between midnight and 8.00am;

provided that employees, including part-time and casual employees, who work in accordance with subclause 23.4, will not be considered shift workers for the purposes of this Enterprise Agreement.

- (b) An employee working rotating day, afternoon and night shifts or where an employee works afternoon or night shifts only, will be paid a shift allowance of 20% of their Base Salary per week, paid weekly as a shift allowance, including when the employee is working day shifts.
- (c) Shift workers will receive the loading prescribed in this clause.

- (d) Mercer may implement such measures as deemed necessary to enable continuity of operations during shift changeovers.
- (e) No employee under 18 years of age will be employed on shiftwork except with the written consent of the employee's parent/guardian.
- (f) Shift workers who work a Saturday as an ordinary shift shall be paid for at the rate of time and one (1) half of the ordinary rate.
- (g) Shift workers who work a Sunday as an ordinary shift shall be paid for at the rate of time and three (3) quarters of the ordinary rate.
- (h) Shift workers who work a public holiday as an ordinary shift shall be paid for at the rate of two (2) and a half times the ordinary rate and such payment shall be in lieu of weekend or shift allowances that would have been paid had the day not been a public holiday.
- (i) A shift worker rostered not to work on a public holiday shall be paid one (1) day's pay for the public holiday or have one (1) day added to their annual leave accrual.

#### **24. OVERTIME AND PENALTY RATES**

- 24.1 All time worked at the direction of Mercer outside the ordinary hours of work prescribed by this Enterprise Agreement, will be paid for at the rate of:
  - (a) time and a half for the first two (2) hours and double time thereafter; or
  - (b) time and a half for the first two (2) hours then double time for overtime worked on Saturday; or
  - (c) double time for all work performed on Sunday; and
  - (d) double time and a half for all work performed on a Public Holiday.
- 24.2 In computing overtime each day's work will stand alone.
- 24.3 An employee who is required to work on Saturday, Sunday or a Public Holiday is entitled to a minimum payment of four (4) hours at the appropriate overtime rate.
- 24.4 An employee working overtime will be allowed a twenty (20) minute paid rest break once the employee has worked five (5) hours since the last rest break.
- 24.5 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.
- 24.6 An employee may elect, with the consent of Mercer, to take time off instead of payment for overtime at a time or times agreed with Mercer.
- 24.7 Overtime taken as time off during ordinary hours will be taken at the Base Salary, which is an hour for each hour worked. A maximum accrual of 7.6 hours may be taken off during ordinary hours which can be taken as a day off subject to workloads and business requirements.
- 24.8 Mercer will, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause, for any overtime worked under this clause where such time has not been taken within eight (8) weeks of accrual.
- 24.9 Mercer may require any employee to work reasonable overtime at overtime rates and the employee will work overtime in accordance with such requirements, subject to it not being unreasonable for the employee to work the additional hours.

- 24.10 When overtime work is necessary, it will wherever reasonably practicable, be so arranged that the employee has at least ten (10) consecutive hours off duty between work on successive days.
- 24.11 An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one (1) day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 24.12 If, on the instruction of Mercer, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty they must be paid at double rates until they are released from duty for such period. They will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 24.13 When an employee who ordinarily uses public transport, after having worked overtime, finishes work at a time when reasonable means of transport is not available, Mercer shall provide him/her with a conveyance to his/her home or shall pay him/her Base Salary (derived as an hourly rate from the employee's Base Salary) for the time reasonably occupied in reaching his/her home.
- 24.14 **Call Out to Return to Work**
- (a) An employee who is recalled to work must be paid in accordance with the provision of clause 24.1 and is entitled to a minimum payment of three (3) hours at the appropriate overtime rate. The duration of the call-out will be assessed as in (b) below.
  - (b) For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route must be included, to a maximum time of one (1) hour in total, for time travelled to and from work.

## **PART 6 – LEAVE AND PUBLIC HOLIDAYS**

### **25. ANNUAL LEAVE**

- 25.1 Under the NES, full-time and part-time employees are entitled to four (4) weeks annual leave every year (this applies to all employees other than casual employees). Annual leave accrues progressively during a year of service according to an employee's ordinary hours of work and accumulates year to year.
- 25.2 **Definition of Shift worker**
- (a) For the purpose of the additional week of annual leave provided for in the NES, a shift worker is a seven (7) day shift worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continually rostered 24 hours a day for seven (7) days per week.
  - (b) Full-time and part-time employees engaged as a shift worker in accordance with subclause (a) above will receive an additional one (1) week of annual leave every year.
- 25.3 **Annual leave loading**
- (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in Schedule B.

- (b) Annual leave loading payment is payable on annual leave that has accrued.
- (c) The annual leave loading is as follows:
  - (i) Day work
 

Employees who would have worked on day work only had they not been on annual leave—17.5% or the relevant weekend penalty rates, whichever is the greater (for the period) but not both;
  - (ii) Shiftwork
 

Employees who would have worked on shiftwork had they not been on annual leave—17.5% or the shift loadings and relevant weekend penalty rates, whichever is the greater but not both.

#### 25.4 Requirement to take leave

- (a) Mercer is committed to the health and wellbeing of employees and encourages all full-time and part-time employees to take the four (4) weeks of annual leave accrued each year. At a minimum, Mercer expects all employees to take at least one two (2) week break per calendar year.
- (b) Mercer may require an employee to take annual leave by giving a minimum of four (4) weeks' notice in the following circumstances:
  - (i) as part of a close down of its operations (for example, between Christmas and New Year); or
  - (ii) where an employee has in excess of eight (8) weeks annual leave accrued, in order to reduce their leave balance by 25%. The timing of such leave will take into account the genuine needs of the employee and the business and where reasonably practical, will be arrived at through mutual agreement. Subject to an employee presenting and committing to a plan to take leave at a later date then the employee can accrue in excess of eight (8) weeks leave to be taken at a time in accordance with the plan provided.

#### 25.5 Purchase of Additional Annual Leave

- (a) A full-time or part-time employee can make an application in writing to purchase additional whole weeks of annual leave to a maximum of an additional four (4) weeks annual leave. This additional purchased leave will be added to the employee's available leave balance on an incremental basis.
- (b) The additional leave purchased by the employee's annual Base Salary, as per Schedule B being reduced by the equivalent value of the leave sought, with the reduction spread across their weekly pay for 52 weeks.
- (c) Any approval of applications for the purchase of additional annual leave shall be subject to the business needs.

#### 25.6 Cashing out annual leave

In limited circumstances, and where an employee has accrued excessive amounts of leave (more than eight (8) weeks), Mercer and an employee may agree to cash-out annual leave which an employee has accrued on the following basis:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and

- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Mercer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone including annual leave loading, unless the annual leave loading has already been paid for that years' entitlement; and
- (d) an employee may make a request to exercise the provision of this sub- clause not more than once in each two (2) year period.

**25.7 Employee not taken to be on paid annual leave at certain times**

- (a) 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.
- (b) If the period during which an employee takes paid annual leave includes a period of any other paid leave and including community service leave, the employee is taken not to be on paid annual leave for the period of that other leave of absence.

**26. LONG SERVICE LEAVE**

- 26.1 Long Service Leave (**LSL**) shall accrue at the rate of 44 days for 10 years' service for a full-time employee. Employees, other than full time employees, will receive a pro-rated entitlement to LSL based on their ordinary hours of work.
- 26.2 Persons who were full time employees prior to 28 September 2012, shall for post ten years' service, accrue LSL at the rate of eleven (11) days per year. Employees, other than full time employees, will receive a pro-rated entitlement to LSL based on their ordinary hours of work.
- 26.3 Otherwise LSL for post 10 years' service will accrue at the rate of six and a half (6½) days per year of service. Employees, other than full time employees, will receive a pro-rated entitlement to LSL based on their ordinary hours of work.
- 26.4 With the agreement of Mercer LSL may be taken at half or double pay.
- 26.5 Clause 25.7 applies equally to LSL provided that the absence is at least five (5) working days' duration.
- 26.6 On completion of seven (7) years' service LSL is available to be taken by the employee on a pro rata basis.

**27. PERSONAL/CARER'S LEAVE**

- 27.1 A full-time employee employed prior to 28 September 2012 is entitled to 15 days personal/carer's leave per year of service. Part-time employees are entitled personal/carer's leave calculated on a pro rata basis, however will receive at least 10 days per year.
- 27.2 A full-time employee employed on or after 28 September 2012 is entitled to 12 days of personal/carer's leave per year of service. Part-time employees are entitled personal/carer's leave calculated on a pro rata basis, however will receive at least 10 days per year.
- 27.3 Clause 27 does not apply to casual employees.
- 27.4 An employee's 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.
- 27.5 **Absence from work, notification requirements**

An employee shall, as soon as reasonably practicable, notify their immediate Manager of an absence from work and the expected duration of that absence. Where reasonably practicable this notification shall be made by 8.30am on the day of the absence.

Proof of absence (medical certificate or other appropriate evidence) is required for paid and unpaid Personal or Carer's leave in excess of two consecutive days. Employees may be required to provide a medical certificate for all absences where initiated in conjunction with an analysis of personal/carer's leave taken by the employee in the previous 12 months.

#### **27.6 Taking of paid personal/carer's leave**

- (a) An employee may take paid personal/carer's leave :
  - (i) if the employee is unfit for work because of their own personal illness or injury (including mental ill health and pregnancy related illness); or
  - (ii) if the employee is experiencing family and domestic violence; or
  - (iii) to provide care or support to a member of the employee's immediate family, or household, who requires care or support because of a personal illness, injury or unexpected emergency affecting the member; or
  - (iv) to enable the employee to plan appointments with their health professionals (dentist, specialist, etc.) during work hours. Personal/carer's leave can be used for these appointments at a time approved by the employee's manager.
- (b) Paid personal/carer's leave may be taken in periods of part days or in hourly increments where there is a reasonable requirement to do so.

#### **27.7 Employee taken not to be on paid personal/carer's leave on public holiday**

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.

#### **27.8 Payment for paid personal/carer's leave**

If an employee takes a period of paid personal/carer's leave, Mercer must pay the employee at the employee's Base Salary (derived as an hourly rate from the Base Salary) for the employee's ordinary hours of work in the period.

Where an employee has been undertaking higher duties and been remunerated at a higher rate in accordance with subclause 18.2(b)(ii), personal leave will also be paid at that higher rate.

#### **27.9 Unpaid personal/carer's leave**

Unpaid personal/carer's leave is taken to be service for the purposes of accrual of annual leave, long service leave and personal/carer's leave.

#### **27.10 Entitlement to unpaid carer's leave**

- (a) An employee is entitled to two (2) days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

#### 27.11 Taking unpaid carer's leave

An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in subclause 27.6.

An employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to two (2) days; or
- (b) any separate periods to which the employee and Mercer agree.

An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

- 27.12 Notwithstanding any other provision in this Enterprise Agreement, the Head of MAS may grant an employee additional paid or unpaid personal leave during a period of illness or injury or where the employee is experiencing family and domestic violence where the personal leave balance is exhausted.

### 28. FAMILY AND DOMESTIC VIOLENCE

- 28.1 Employees will be entitled to unpaid family and domestic violence leave in accordance with the NES. Clauses are in addition to the NES.

- 28.2 Mercer provides a supportive environment in which employees who are affected by family violence (also referred to as domestic violence) can come forward for help and support. Family violence may include physical, sexual, psychological, social, emotional or financial abuse.

- 28.3 Family violence is defined as any violence between family members. Family members means:

- (a) a spouse, de facto partner, child, grandparent, grandchild or sibling of the employee; or
- (b) a child parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules; or
- (d) includes current or former partners from an intimate relationship.

- 28.4 An employee who is experiencing family violence can raise the issue with their Manager or HR Business Partner, secure in knowing that the matter will be treated respectfully and confidentially.

- 28.5 Where practicable, the Manager will work with the employee to provide reasonable leave for medical and legal assistance, court appearances, counselling, relocation, or to make other safety arrangements. The amount of leave provided will be determined by the individual's situation through consultation between the employee and their manager or the HR Business Partner. Mercer may request supporting documentation when determining leave applications for Family Violence leave.

### 29. COMPASSIONATE LEAVE

- 29.1 An employee other than a casual employee is entitled to three (3) days of paid compassionate leave for each permissible occasion when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or



- (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies; or
  - (d) in the case of a natural disaster (e.g., flood, fire, earthquake) that impacts on the employee's home or their capacity to attend work for up to three (3) days.
- 29.2 Payment of compassionate leave is paid at the employee's Base Salary (derived as an hourly rate from the employee's Base Salary) for the employee's ordinary hours of work in the period.
- 29.3 Compassionate leave may be taken in three (3) consecutive days or three (3) separate days or any separate periods as agreed between the employee and Mercer.
- 29.4 Paid compassionate leave is not available to casual employees as defined in subclause 12.5 of this Enterprise Agreement; however, they are entitled to unpaid compassionate leave.
- 29.5 Notwithstanding any other provision in this Agreement, Mercer may grant an employee additional paid or unpaid compassionate leave where paid compassionate leave has been exhausted.

### **30. PARENTAL LEAVE**

- 30.1 Parental Leave is provided for in the NES (unpaid leave) and the *Paid Parental Leave Act 2010* (Cth). The following clauses provide benefits in addition to those provided for under the NES and the *Paid Parental Leave Act 2010* (Cth) or reiterate the provisions thereof.
- 30.2 Employees will be entitled to parental leave on completion of 12 months continuous service with Mercer.
- 30.3 Unless Mercer otherwise determines, an employee who is pregnant shall, subject to this clause, be entitled to be granted parental leave:
- (a) for a period of not more than nine (9) weeks prior to the expected date of birth;
  - (b) commencing not later than the date of birth; and
  - (c) for a further period ending not more than twelve (12) months after the actual date of birth.
- 30.4 An employee, who has commenced parental leave, shall as soon as practical after the birth of the child, notify Mercer of the date of birth of the child.
- 30.5 An employee is entitled to twelve (12) months of unpaid parental leave if the leave is associated with the birth of a child of the employee or the employee's spouse or de facto partner; and the employee has or will have a primary responsibility for the care of the child.
- (a) the employee must take the leave in a single continuous period;
  - (b) where each member of an employee couple intends to take unpaid parental leave the employee taking the second period of leave must commence that leave immediately after the end of the first employee's period of leave;
  - (c) an employee who takes unpaid parental leave out of their available parental leave period may request Mercer to agree to an extension of unpaid parental leave for the employee for a further period of up to twelve (12) months immediately following the end of the first available parental leave period.
- 30.6 An employee who gives birth and who is an eligible employee, as defined by subclause 30.2, who proceed on parental leave will be paid the equivalent of fourteen (14) weeks' Base Salary, calculated on the basis of their pre-leave Base Salary.

- 30.7 Payments may be made as follows:
- (a) on a normal fortnightly basis; or
  - (b) where the employee is entitled to fourteen (14) weeks paid leave, at the rate of half Base Salary over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- 30.8 Should the pregnancy end, not in the birth of a living child, within twenty-eight (28) weeks of the expected date of birth, the employee will receive payments in accordance with clause 30.6.
- 30.9 An employee is not eligible to return to work whilst on paid parental leave as provided for under this clause 30.
- 30.10 Where an employee who has taken parental leave, whether paid or unpaid, ceases to have primary responsibility for the care of the child, Mercer may give the employee written notice to return to work on a specific date, provided that;
- (a) the specified date must be at least four (4) weeks after the date of notice is given to the employee; and
  - (b) not before six (6) weeks after the date of the birth of the child; and
  - (c) any paid parental leave under this clause ceases on the employee's return to work.
- 30.11 An eligible secondary carer is entitled to two (2) week's paid leave at the time of the birth. If unpaid leave is requested in order to access a Government-funded parental benefit, this leave should be taken concurrently with Mercer-funded leave entitlement.
- 30.12 An employee is required to provide four (4) weeks' notice of their intention to return to their pre-parental leave position and work arrangements.
- 30.13 On ending unpaid parental leave, an employee is entitled to return to:
- (a) the employee's pre-parental leave position; or
  - (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and Base Salary to the pre-parental leave position.
- 30.14 If a subsequent period of paid parental leave is taken within twelve (12) months of returning to work following a previous period of parental leave, Mercer may withhold 50% of the eligible weekly payment to be reimbursed to the employee upon their return to work. This repayment will be made on a fortnightly basis upon the employee's return, unless otherwise agreed by Mercer and the employee. This clause will not apply to an employee who had been employed by Mercer for a period of more than 24 continuous months prior to their first period of paid parental leave.
- 30.15 The provisions in clause 30 apply equally where a child under 16 years of age is adopted by the employee, provided that:
- (a) a reference to secondary carer in subclause 30.11 is also taken to refer to an adoptive parent who will not be the child's primary carer; and
  - (b) the employee is not eligible for paid parental leave under this clause where the child has lived continuously with the employee for six (6) months or more at the date of the placement of the child, or is the child of the employee or the employee's spouse or de-facto partner (otherwise than because of the adoption).

- 30.16 Subject to subclause 30.17 an employee who is the primary carer, may request Mercer for a change in working arrangements to assist the employee to care for the child if the child is under school age or is under 18 and has a disability, provided that:
- (a) the request must be in writing and set out details of the change sought and the reasons for the change;
  - (b) Mercer must give the employee a written response to the request within twenty-one (21) days, stating whether Mercer grants or refuses the request;
  - (c) Mercer may refuse the request only on reasonable business grounds;  
If Mercer refuses the request, the written response under subclause (b) must include details of the reasons for the refusal.
- 30.17 An employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee, the employee has completed at least twelve (12) months continuous service with Mercer immediately before making the request; or
  - (b) for a casual employee, the employee:
    - (i) has been employed with Mercer on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months immediately before making the request; and
    - (ii) has a reasonable expectation of continuing employment by Mercer on a regular and systematic basis.
- 30.18 Where an employee is returning from parental leave any request for a change in working arrangements is to be made at least six (6) weeks prior to the employee's return to work date.

### **31. LACTATION BREAKS**

- 31.1 This clause applies to employees who are lactating mothers. An unpaid lactation break is provided as necessary for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk.
- 31.2 An employee and their Manager should reach mutual agreement on the taking of lactation breaks within the scope of flexibility allowed for by the Enterprise Agreement and the custom and practice of taking breaks within the workplace. When giving consideration to any such requests for flexibility, a Manager needs to balance the operational requirements of the organisation with the lactation needs of the employee.
- 31.3 Mercer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 31.4 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the Manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 31.5 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding in the workplace may have access to the flexible working hours scheme provided in subclauses 23.4 and 23.5, Flexible Working Arrangements, where applicable.

## **32. JURY SERVICE**

- 32.1 Jury service (which includes attendance for jury selection) is jury service that is required by or under a law of the Commonwealth, a State or a Territory.
- 32.2 Where an employee is absent from his or her employment for a period because of jury service, and the employee is not a casual employee, then Mercer must, subject to subclause 32.4, pay the employee at the employee's Base Salary for the employee's ordinary hours of work for the duration of the jury service.
- 32.3 Notice of jury service must be given to Mercer, as soon as practicable (which may be a time after the absence has started); and must advise Mercer of the period, or expected period, of the absence.
- 32.4 To be eligible to receive payment from Mercer, the employee is required to give Payroll the certificate of attendance together with any cheque received, endorsed to Mercer (payment for Jury Service).

## **33. STUDY LEAVE**

- 33.1 Study leave is available for an approved course from a recognised educational provider with the approval of Mercer. Aspects for consideration for approval will include employee performance, the relevance of the course to Mercer's business and the area in which the employee works and the personal development plan for the employee.

## **34. PUBLIC HOLIDAYS**

- 34.1 Each of the following days are Public Holidays:
- (a) 1 January (New Year's Day);
  - (b) 26 January (Australia Day);
  - (c) Good Friday;
  - (d) Easter Monday;
  - (e) 25 April (Anzac Day);
  - (f) the Queen's birthday holiday (on the day it is celebrated in a State or a region of a State);
  - (g) the day observed as Labour Day in the State of New South Wales;
  - (h) 25 December (Christmas Day);
  - (i) 26 December (Boxing Day);
  - (j) Any other day, or part day, declared under a law of a State to be observed generally within the State or a region of the State as a public holiday
- 34.2 Mercer and the employees may by agreement substitute another day for a public holiday.
- 34.3 Work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday and substitute day are worked, public holiday penalties are payable on one (1) of those days at the election of the employee. An employee required to work on a public holiday is entitled to not less than four (4) hours pay at the rates prescribed by this clause, provided the employee is available to work for four (4) hours.
- 34.4 Employees will be entitled to a concessional leave day, scheduled on a day falling during the Christmas New Year period as determined by the Head of MAS. Should the concessional leave day be scheduled on an employee's ordinary part-time day off, or the employee is

required to work on that day due to business requirements, through mutual agreement with the Manager, an alternative day off can be taken up to the end of January the following year.

## **PART 7 – REPRESENTATIVES, SAFETY, TRAINEESHIPS, & OTHER WORKPLACE ISSUES**

### **35. RIGHTS AND RESPONSIBILITIES OF EMPLOYEES, EMPLOYERS AND INDUSTRIAL ORGANISATIONS**

#### **35.1 Workplace Representatives**

- (a) The Act provides for protections for employers, employees and industrial organisations in Chapter 3 of the Act.
- (b) An employee who has been duly appointed as a representative of a relevant industrial association and where Mercer has been formally advised of such an appointment, shall be released from their normal duties without loss of Base Salary with respect to the activities identified below, provided that the employee has properly advised management of the requirement for the employee to be involved in such activities in advance as is reasonably practical.
  - (i) Represent members in enterprise bargaining;
  - (ii) Represent the interest of members to Mercer and industrial tribunals
  - (iii) Consult with members concerning enterprise agreement negotiations
  - (iv) Participate in the operation of the union
  - (v) Attend union education
  - (vi) Invite new employee to attend a meeting in non-work time regarding CPSU membership
  - (vii) Incidental activities such as maintenance of unions notice board in the workplace.

#### **35.2 Trade Union Training Leave**

- (a) Duly recognised representatives of a relevant industrial association shall be granted paid leave to attend trade union training that are designed to develop skills and competencies that will assist the workplace representative in resolving workplace disputes and grievances.
- (b) Unless otherwise agreed, an employee wishing to attend such training will, at least 14 days prior to the proposed training, request Mercer grant leave to attend such training. Any application for leave will confirm the nature, content and duration of the training course to be attended. Approval to attend the training will be subject to being able to make adequate staffing arrangements for the duration of the leave period.
- (c) The employee will be paid their Base Salary only for the period of the training provided that Mercer has approved the employee attending the training.
- (d) The employee must be able to satisfy Mercer that the employee attended the training.
- (e) Any issue arising from these arrangements will be dealt with under 11 - Dispute Resolution.

- 35.3 Employees may seek leave of absence or other forms of leave to attend duties that are not directly related to Mercer.
- 35.4 A recognised employee representative may have reasonable access to existing facilities at the workplace during working hours to undertake appropriate duties as an employee representative provided that there is no interruption to Mercer's operational activities.

### **36. SECONDARY EMPLOYMENT**

- 36.1 Employees are required to observe the highest standards of business ethics and to avoid situations where employment with another business could result in a conflict with the interests of Mercer, or its clients.
- 36.2 During their employment an employee must not, without the prior written consent of the Head of MAS:
- (a) undertake employment or become an agent or contractor with any business or profession in connection with any banking, insurance, mercantile or other commercial business, whether it is carried on by a corporation, company, firm or individual; or
  - (b) hold any directorship or other office or accept any other appointment to any other entity or body; or
  - (c) accept gifts or favours from any person with whom you have business dealings on behalf of Mercer.
- 36.3 This clause does not prevent an employee holding or acquiring shares or other securities of a company listed for quotation on any recognised stock exchange.
- 36.4 In any situation where there may be a potential for secondary employment to cause a conflict of interest the employee must immediately refer the matter to their Manager.

### **37. CONDUCT AND DISCIPLINE**

- 37.1 Employees shall abide by Mercer's policies and procedures or their successors as varied from time to time.
- 37.2 Where normal discussion between the employee and their Manager have not resulted in the performance or conduct matters being resolved, the following steps shall be taken:
- (a) The employee shall be advised that there will be a formal counselling discussion at which the expected standards are to be set out in writing to the employee. The employee will be offered assistance and guidance in achieving those standards.
  - (b) The employee will be provided with a written record of the counselling and is given an opportunity to comment either in writing or orally. The record will then be placed on the employee's personnel file.
  - (c) The employee will be allowed adequate time to demonstrate willingness and an improvement in their performance or behaviour. If, during or at the end of this period, no willingness or improvement has been demonstrated, then disciplinary action (up to and including dismissal) may be undertaken.
  - (d) Nothing in the procedure limits the rights of Mercer to summarily dismiss an employee for serious or wilful misconduct or to take stronger disciplinary action against an employee for misconduct which warrants action beyond counselling in the first instance.
  - (e) The employee is entitled to have an available employee present as a support person throughout the process set out in these subclauses. The employee may seek to

appoint a representative (which could be the union) to assist them during the process, however in either case confidentiality is not to be breached.

**38. WORK HEALTH AND SAFETY**

- 38.1 The provisions of the relevant State and/or Federal legislation regarding work health and safety apply at Mercer's workplace.
- 38.2 The parties to this Enterprise Agreement are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by establishing a comprehensive approach to managing work health and safety issues which aims to control hazards at source, to reduce the incidence and costs of work injury and illness and to provide a rehabilitation system for workers affected by work injury or illness.
- 38.3 It is a responsibility of employees to ensure as far as reasonably practical that jobs that they perform are done so in a safe manner and without injury to themselves, fellow employees or visitors.
- 38.4 All parties to this Enterprise Agreement are committed to the safe operation of all plant and equipment on site, to safe working practices and to the good health of all employees.

**39. TRAINEESHIPS**

- 39.1 Employees engaged under a formal traineeship arrangement will be managed and paid in accordance with the National Training Agreement.

## **SCHEDULE A**

### **Classification Structure**

#### **Definitions**

##### **Level 1**

A Level 1 position is one in which employees work within established procedures. It requires the ability to plan and organise one's own work, under direction. The position is required to work independently and in a team environment. The position:

- Uses problem solving skills and initiative
- Manages own workload
- Operates within established processes and procedures
- Demonstrates experience in working in high volume environments
- Demonstrates effective communication and customer service skills
- Resolves straightforward complaints and issues
- Analyses and interprets information
- Requires experience/ability in undertaking peer review

Employees may be required to undertake technical training, Regulatory Guide (RG) 146 certification and the ongoing CPD requirements.

##### **Indicative Positions:**

**Level 1 A:** Accounts and Reconciliations Clerk, Benefit Accounting Officer, Contributions Receptor, Data Standards Contributions Administrator, Document Administrator, Superannuation Administrator, Superannuation Clerk.

**Level 1 B:** Archiving Officer, ATO Support Officer, Authorising Clerk, Complex Benefit Accounting Officer, Complex Accounts and Reconciliation Clerk, Information Access Officer.

##### **Level 2**

A Level 2 position is one that requires technical expertise and experience. It may require the ability to organise one's own work. It requires the ability to provide technical and procedural guidance to other staff, using a more extensive range of skills and knowledge at a level higher than in Level 1. The position:

- Requires ability to organise own work
- Performs technical tasks in a high volume work environment
- Requires knowledge and technical expertise (in area relevant to position, for example, super and fund/product, finance, etc.)
- Demonstrates extensive customer service, interpersonal and negotiation skills
- Demonstrates experience in reviewing the work of others, and providing technical training to others
- Demonstrates knowledge of industry
- May require demonstrated sales and customer retention experience
- Demonstrated ability to exercise initiative and address issues in a proactive way

Employees may be required to undertake Regulatory Guide (RG) 146 certification and the ongoing CPD requirements, with equivalent relevant experience.

##### **Indicative Positions:**

**Level 2 A:** Adviser Services Officer, Client Relations Officer, Complaint Resolution Officer, Computer Operator, Customer Service Officer, Information Access Coordinator, Insurance Administrator, Quality Assurance Officer.



**Level 2 B:** Desktop Publishing Specialist, Employer Relations Officer, Property and Administration Coordinator, Workforce Operations Analyst

### **Level 3**

A Level 3 position is one that requires extensive technical expertise and experience. It requires the ability to provide technical and procedural guidance to other staff, using a more extensive range of skills and knowledge at a level higher than in Level 2. The position:

- Has responsibility for workflow management, including allocating, planning and organising the work of others
- Requires experience in coaching and training of other staff
- Requires demonstrated experience in anticipating and responding to the needs of customers
- Demonstrated experience in complex decision making
- Demonstrated extensive/deep technical knowledge of the specific area of expertise
- Requires demonstrated analytical and problem solving skills
- Requires experience in drafting complex information and correspondence

Employees may be required to undertake Regulatory Guide (RG) 146 certification and the ongoing CPD requirements, with equivalent relevant experience.

#### **Indicative Positions:**

**Level 3 A:** Complex Correspondence and Compliant Resolution Officer, Family Law Administrator, PSAC Claims Analyst, Pooled Fund Medical Analyst, Senior Administrator, Senior Benefit Accounting Officer, Senior Clerk, Senior Customer Service Officer, Senior Insurance Administrator.

**Level 3 B:** AML Compliance Officer, Assistant Transaction Accountant, Client Compliance Officer, Incident Resolution Analyst, Process Leader.

### **Level 4**

The Level 4 position is one that requires demonstrated specialist technical expertise and experience. It requires an in-depth understanding of relevant legislation and the ability to analyse and interpret complex information. The position deals with sensitive information, and may be required to write complex submissions, using a more extensive range of skills and knowledge at a level higher than in Level 3. The position:

- Requires demonstrated experience in interpreting and applying complex legislation and policy
- Requires extensive analytical and problem solving skills, and experience in a relevant industry
- Requires demonstrated ability in analysing and drafting complex reports and information
- Requires demonstrated experience in investigating and resolving complex customer inquiries
- Demonstrated experience in reviewing and continuously improving policies, systems and processes
- Experience in coaching/explaining complex information to clients and other staff
- Demonstrated superior communication, negotiation and conflict resolution skills
- Demonstrated organisational skills, including the ability to manage conflicting demands

Employees may be required to undertake Regulatory Guide (RG) 146 certification and the ongoing CPD requirements, with equivalent relevant experience.

#### **Indicative Positions:**

**Level 4 A:** Assistant Team Manager.

**Level 4 B:** Senior Mailing House and Production Coordinator, Training Officer.

## SCHEDULE B

### Classification Salary Ranges

#### Annual Salary

Classification Level	At the date the agreement takes effect		Year 1 – Effective 1 April 2020		Year 2 – Effective 1 April 2021		Year 3 – Effective 1 April 2022	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	\$53,225	\$66,800	\$54,423	\$68,303	\$55,647	\$69,071	\$56,889	\$69,848
Level 2	\$57,762	\$74,700	\$59,062	\$76,381	\$60,391	\$77,240	\$61,749	\$78,109
Level 3	\$61,000	\$79,400	\$62,373	\$81,187	\$63,776	\$82,100	\$65,211	\$83,023
Level 4	\$70,385	\$88,300	\$71,969	\$90,287	\$73,588	\$91,302	\$75,244	\$92,330

#### Weekly Rate of Pay Derived from the Annual Salary Table Above (Annual Salary divided by 52)

Classification Level	At the date the agreement takes effect		Year 1 – Effective 1 April 2020		Year 2 – Effective 1 April 2021		Year 3 – Effective 1 April 2022	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	\$1,023.56	\$1,284.62	\$1,046.60	\$1,313.52	\$1,070.13	\$1,328.29	\$1,094.02	\$1,343.23
Level 2	\$1,110.81	\$1,436.54	\$1,135.81	\$1,468.87	\$1,161.37	\$1,485.38	\$1,187.48	\$1,502.10
Level 3	\$1,173.08	\$1,526.92	\$1,199.48	\$1,561.29	\$1,226.46	\$1,578.85	\$1,254.06	\$1,596.60
Level 4	\$1,353.56	\$1,698.08	\$1,736.29	\$1,736.29	\$1,415.15	\$1,755.81	\$1,447.00	\$1,775.58

**Hourly Rate of Pay Derived from the Annual Salary Table Above (Weekly Rate of Pay divided by 38)**

Classification Level	At the date the agreement takes effect		Year 1 – Effective 1 April 2020		Year 2 – Effective 1 April 2021		Year 3 – Effective 1 April 2022	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Level 1	\$26.94	\$33.81	\$27.54	\$34.57	\$28.16	\$34.95	\$28.79	\$35.35
Level 2	\$29.23	\$37.80	\$29.89	\$38.65	\$30.56	\$39.09	\$31.25	\$39.53
Level 3	\$30.87	\$40.18	\$31.57	\$41.09	\$32.28	\$41.55	\$33.00	\$42.02
Level 4	\$35.62	\$44.69	\$36.42	\$45.69	\$37.24	\$46.21	\$38.08	\$46.73

**40. SIGNATORIES**

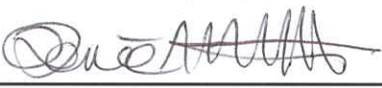
Signed on behalf of Mercer:

Name (print): Renee Whiteside

Company: Mercer Administration Services Pty Ltd

Company Position: People and Culture Leader

Address: PO Box 1229, Wollongong NSW 2500

Signature:  \_\_\_\_\_

Date: 23/12/2019

Signed on behalf of the CPSU:

Name (print):

Position:

Address:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signatures of Bargaining

Representatives Name (print): SILVANA GRUJEVSKI

Position: Bargaining representative

Address: 5 Old Springhill Rd, CONISTON

Signature: 

Date: 23.12.2019

Signatures of Bargaining Representative

Signatures of Bargaining

Representatives Name (print):

Position: Bargaining representative

Address:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signatures of Bargaining Representative

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2019/5119

**Applicant:**

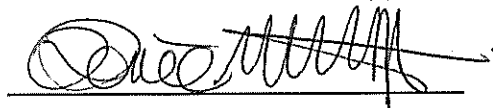
Mercer Administration Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Renee Whiteside, People and Culture Leader for Mercer Administration Services (Australia) Pty Ltd give the following undertakings with respect to the Mercer Administration Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by Mercer Administration Services Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. I undertake that:
  - a. When an employee's ordinary hours of work are altered in accordance with clause 23.4, that:
    - (i) When an employee works their ordinary hours between 6am and 7am as part of working an "Additional Bandwidth" of 6am to 6pm, they will receive a loading of 40% on their Base Salary (as defined in clause 4.1(b)) for that hour; and
    - (ii) When an employee works their ordinary hours between 10am to 10pm as part of working an "Additional Bandwidth", that they will receive a 40% loading on top of their Base Salary (as defined in clause 4.1(b)) for all hours worked between 7pm - 10pm.
  - b. The reference to the National Training Agreement in clause 39 is a reference to clause 16 of the Banking, Finance and Insurance Industry Award 2020 ("the Award") and trainees employed under the Agreement will be paid no less than the rates set in clause 16 of the Award.
  - c. When an employee works their ordinary hours on a Sunday, that they will receive no less than the rate of pay prescribed by the Award for working ordinary hours on a Sunday.
3. These undertakings are provided based on issues raised by the Fair Work Commission in the application before the Fair Work Commission.



**Signature**

**24 January 2020**

**Date**

## **Schedule 2.3—Model consultation term**

(regulation 2.09)

### **Model consultation term**

- (1) This term applies if the employer:
  - (a) 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
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.



- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).