



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mercer Administration Services (Australia) Pty Ltd T/A Mercer
(AG2023/800)

MERCER ADMINISTRATION SERVICES ENTERPRISE AGREEMENT 2023

Banking finance and insurance industry

DEPUTY PRESIDENT EASTON

SYDNEY, 20 APRIL 2023

Application for approval of the Mercer Administration Services Enterprise Agreement 2023.

[1] Mercer Administration Services (Australia) Pty Ltd T/A Mercer (**the Employer**) has made an application for the approval of the *Mercer Administration Services Enterprise Agreement 2023 (the Agreement)*. The application was made under s.185 of the *Fair Work Act 2009 (the Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] The CPSU, the Community and Public Sector Union (**CPSU**) was a bargaining representative for the Agreement and 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 CPSU.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 April 2023. The nominal expiry date of the Agreement is 31 March 2025.



DEPUTY PRESIDENT

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Annexure A

SCHEDULE OF UNDERTAKINGS

I refer to the application by Mercer Administration Services (Australia) Pty Ltd T/A Mercer (**Mercer**) for the approval of the *Mercer Administration Services Enterprise Agreement 2023* in matter AG2023/800.

Mercer provides the following undertakings to the Fair Work Commission pursuant to section 190 of the *Fair Work Act 2009* (Cth):

In these undertakings:

Agreement means the *Mercer Administration Services Enterprise Agreement 2023*.

Casual Employee means an employee engaged on a casual basis under clause 12 of the Agreement.

Part-Time Employee means an employee engaged on a part-time basis under clause 12 of the Agreement.

Trainees

1. Notwithstanding clause 41.1 of the Agreement, any trainees engaged by Mercer will be paid at least 5% above the rates of pay referred to in clause 15.4 of the *Banking, Finance and Insurance Award 2020*.

Casual Employee minimum engagement period

2. Casual Employees will be engaged and paid for at least two consecutive hours of work on each occasion they are required to attend work.

Part-Time Employees and overtime

3. Subject to clause 23.5 of the Agreement ("Flex Day"), Part-Time Employees working at the direction of Mercer outside their agreed or contracted ordinary hours will be paid at the applicable overtime rates in accordance with clause 24 of the Agreement.

Saturday payment for part-time and casual shift workers

4. This undertaking applies to Part-Time and Casual Employees engaged as a shift worker within the meaning of clause 23.11:

All time worked before 8:00am or after 12:00pm on a Saturday will be paid at the rate of 150% of the employee's ordinary hourly rate derived from their Base Salary for the first three hours and 200% thereafter. The casual loading prescribed by clause 12.5(a) of the Agreement will be paid in addition to these rates for Casual Employees.

Clauses 24.2 to 24.13 of the Agreement will only apply if the time worked is overtime within the meaning of clause 24.1 of the Agreement.

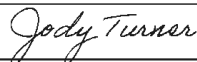
Sunday payment for part-time and casual shift workers

5. All time worked on a Sunday by a Part-Time Employee who is engaged as a shift worker within the meaning of clause 23.11 and who is classified at Level 1, Level 2 or Level 3 of the Agreement will be paid at the rate of 200% of their ordinary hourly rate derived from their Base Salary.
6. All time worked on a Sunday by a Casual Employee who is engaged as a shift worker within the meaning of clause 23.11 and who is classified at Level 1, Level 2 or Level 3 of the Agreement will be paid at the rate of 225% of their ordinary hourly rate derived from their Base Salary (inclusive of the casual loading).

Clauses 24.2 to 24.13 of the Agreement will only apply if the time worked is overtime within the meaning of clause 24.1 of the Agreement.

NOTE: The penalty and overtime payments provided by these undertakings are not cumulative. Only the highest applicable payment will apply.

Signed for, and on behalf of Mercer Administration Services (Australia) Pty Ltd T/A Mercer:

Signature	
Name	Jody Turner
Position	Senior People Partner, Mercer
Date	6 April 2023

Mercer Administration Services

Enterprise Agreement 2023

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

MERCER ADMINISTRATION SERVICES

TABLE OF CONTENTS

Mercer Administration Services.....0

Table of Contents.....1

PART 1 – TITLE, COVERAGE & OPERATION, DEFINITIONS AND FLEXIBILITY3

1. INTRODUCTION.....3

2. Title3

3. Commencement and Nominal Expiry Date.....3

4. Definitions and Interpretation3

5. Coverage.....4

6. No Extra Claims.....4

7. The National Employment Standards, Mercer Policy and this Enterprise Agreement.....4

8. Individual Flexibility Agreement.....4

PART 2 – CONSULTATION AND DISPUTE RESOLUTION5

9. Consultation Regarding Major Workplace Change.....5

10. Consultation About Changes to Rosters or Hours of Work.....7

11. Dispute Resolution7

PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT9

12. Types of Employment.....9

13. Termination of Employment.....11

14. Redundancy and Redeployment12

Part 4 – BASE SALARY, SALARY RANGES and Related Matters.....15

15. Classification and Salary Ranges15

16. Annual Salary Review.....16

17. Promotions, Secondments, Higher Duties Allowance Salaries.....17

18. Allowances18

19. Payment of Base Salaries.....19

20. Leave Without Pay19

21.	Career Break	20
22.	Superannuation	20
PART 5 – HOURS OF WORK AND RELATED MATTERS		21
23.	Ordinary Hours Of Work	21
24.	Overtime And Penalty Rates	25
25.	Right To Disconnect	27
PART 6 – LEAVE AND PUBLIC HOLIDAYS		27
26.	Annual Leave	27
27.	Long Service Leave	29
28.	Personal/Carer’s Leave	30
29.	Family And Domestic Violence Leave	31
30.	Compassionate Leave.....	32
31.	Parental Leave	33
32.	Nursing Breaks	33
33.	Gender Affirmation Leave.....	34
34.	Jury Service	34
35.	Study Leave.....	34
36.	Public holidays	34
PART 7 – REPRESENTATIVES, SAFETY, TRAINEESHIPS, & OTHER WORKPLACE ISSUES		35
37.	Rights And Responsibilities Of Employees, Employers And Industrial Organisations	35
38.	Secondary Employment.....	36
39.	Conduct And Discipline	37
40.	Work Health And Safety	37
41.	Traineeships.....	38
Schedule A.....		39
Schedule B.....		41
42.	Signatories	43

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 2023*.

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 2025.

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) as amended from time to time.
 - (b) **Administration Operations Leader** means (or any other officer authorised by the Administration Operations Leader) to assume responsibility for the management of the relevant function of activity for Mercer.
 - (c) **Base Salary** means an employee's salary exclusive of superannuation, as follows:
 - (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 annual 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.
 - (d) **CPSU** means the Community and Public Sector Union.
 - (e) **Enterprise Agreement** means the *Mercer Administration Services Enterprise Agreement 2023*.
 - (f) **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.
 - (g) **Mercer** means Mercer Administration Services (Australia) Pty Ltd.

- (h) **Minimum Increase** means the minimum increase applied as part of the annual salary review in accordance with clause 16 of the Enterprise Agreement.
- (i) **NES** means the National Employment Standards as contained in Part 2–2 of the Act as amended from time to time.
- (j) **Performance-Based Increase** means the increase for eligible employees as provided in clause 16 of this Enterprise Agreement.
- (k) **Regular Casual Employee** means a casual employee who has been employed for a period of twelve months and, during at least the last 6 months of that period, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, mean that the employee could continue work as a full time or part time employee (as the case may be).

5. COVERAGE

5.1 This Enterprise Agreement covers:

- (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 2020* 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 four (4) 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, MERCER POLICY 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.

7.3 The Enterprise Agreement is supported by Mercer policies, as varied from time to time. These policies are not incorporated into the Enterprise Agreement, whether in whole or in part.

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;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) annual leave loading,
- (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 the 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:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) 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 changes to policies and/or reduction in staffing levels; or

- (b) Mercer has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (c) 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 and outsourcing of work.

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 and any nominated representative 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 or their nominated representative(s).
- 9.8 Mercer must give prompt and genuine consideration in a reasonable timeframe 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 may result 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 A Joint Consultative Committee (**JCC**) will operate to provide a forum for matters of mutual interest and concern both formal and informal, including the implementation and operation of the Enterprise Agreement. The meeting of the JCC is intended to encourage and facilitate workplace reform and equitable, innovative and productive workplace relations. JCC meetings are to occur on a regular basis at times agreed by the members of the JCC, or at least once every three months. The JCC will consist of Mercer representatives, the CPSU NSW and employee representatives covered by the Enterprise Agreement.

10.4 The relevant employees may appoint a representative, such as a union, for the purposes of the procedures in this clause 10.

11. DISPUTE RESOLUTION

11.1 If a dispute relates to:

- (a) a matter arising under this Enterprise Agreement; or
- (b) the NES;

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. This clause is supported by Mercer policies, including the Grievance policy, as varied from time to time.
- 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 The parties will endeavour to follow the steps for resolving a dispute under this clause 11 in a timely manner.
- 11.5 An issue or dispute will be discussed in the first instance by the employee with their immediate Manager.
- 11.6 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. Mercer will provide a written response to the employee, and any nominated representative, on the outcome of this step of the process.
- 11.7 Where an issue has not been resolved following the steps in 11.5 and 11.6 the dispute may be raised with the Human Resources department. Mercer will provide a written response to the employee, and any nominated representative, on the outcome of this step of the process.
- 11.8 If the issue or dispute in question relates to the immediate Manager, the employee may raise the issue or dispute initially with a more Senior Manager or Human Resources.
- 11.9 If the steps outlined in 11.3 to 11.8 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.
- 11.10 If conciliation outlined in 11.9 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.
- 11.11 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 or a relevant court.
- 11.12 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; or
 - (iv) there 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 not worked; 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 Offers by Mercer**

- (a) Except if there are reasonable business grounds not to make an offer, Mercer will make an offer of casual conversion to a Regular Casual Employee.
- (b) An offer made under clause 12.6(a) will be in writing and will be given to the employee within 21 days after the end of the 12 month period.
- (c) If Mercer decides not to make an offer under clause 12.6(a), it must advise the employee of this and the reasons why in writing within 21 days after the end of the 12 month period.
- (d) If the employee wishes to accept an offer for casual conversion made under clause 12.6(a), it must provide Mercer with written notice within 21 days of the date of the offer. If the employee fails to do so, they will be taken to have declined the offer.
- (e) If the employee accepts the offer for casual conversion under clause 12.6(d), Mercer will, within 21 days of receiving the notification of acceptance, give written notice to the employee of:
 - (i) the type of employment they are converting to (full-time or part-time);
 - (ii) their hours of work after the conversion takes effect; and
 - (iii) the day the conversion will take effect.

12.7 **Requests for casual conversion**

- (a) A Regular 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 provided they have not:
 - (i) refused an offer of casual conversion within the last 6 months;
 - (ii) been given a notice under clause 12.6(c);
 - (iii) been given a notice under clause 12.7(c).
- (b) A request under clause 12.7(a) must be in writing, request the type of conversion (full-time or part-time) and be given to Mercer.
- (c) If Mercer receives a request for casual conversion under clause 12.7(b):
 - (i) it will provide a written response to the employee within 21 days of receiving the request, stating whether the request is granted or refused; and
 - (ii) if the request is granted, it will within 21 days of receiving the request, provide written notice to the employee of the type of employment they are converting to (full-time or part-time), their hours of work after the conversion takes effect and the day the conversion will take effect.
- (d) Mercer will not refuse a request under this clause unless it has consulted the employee, and there are reasonable grounds to refuse the request.
- (e) Once a casual employee has elected and has been converted to full-time or part-time employment, the employee may only revert to casual employment by written agreement with Mercer.

12.8 Probationary Employment

- (a) At the commencement of employment, an employee will be subject to a six-month probation 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. For the purposes of performance-related counselling, Mercer will provide the employee with a written performance improvement plan during the probationary period and provide regular feedback.
- (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 week's notice where Mercer is terminating the employment.
- (d) If Mercer terminates 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 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

Where Mercer has given notice of termination to an employee, 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. Additional time off for the purpose of seeking employment may be provided to an employee during the notice period, at Mercer's discretion.

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 by the employee 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 clause 14.2 and this clause. Where employees accept voluntary redundancy, they are entitled to the following payments:
- (i) four (4) weeks' notice, or payment in lieu of all or part of the notice period in satisfaction of the obligation under clause 13.1; and
 - (ii) for employees aged 45 years and over with five or more years of completed service, an additional one week's notice, or payment in lieu of all or part of the notice period in satisfaction of the obligation under clause 13.1; and
 - (iii) a severance payment at the rate of three weeks per year of continuous service for full-time and part-time employees with a maximum of 39 weeks (unless the NES provides a higher entitlement to severance pay, in which case the higher amount will apply), with pro-rata payments for incomplete years of service to be on a quarterly basis. If an employee has had a period of part-time service during their employment with Mercer, their entitlement to severance pay under this clause 14 is calculated on a pro-rata basis for any period of part-time service (unless the NES provides a higher entitlement to severance pay, in which case the higher amount will apply); 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) Mercer may appoint an employee to a suitable role at any time during the redeployment period.

- (e) The affected employee may also 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.
- (f) 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. If Mercer has provided an employee with notice of termination of the employment under clause 13.1, and the employee elects to leave Mercer during the notice period, they are not entitled to payment for any period of notice not served.
- (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) Subject to clause 14.5(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. If an employee has had a period of part-time service during their employment with Mercer, their entitlement to severance pay under this clause is calculated on a pro-rata basis for any period of part-time service (unless the NES provides a higher entitlement to severance pay, in which case the higher amount will apply):

Length of continuous service of full-time and part-time employees	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 Calculation of severance payments and estimates

- (a) For the purposes of calculating an employee's redundancy entitlement under clause 14.3 or clause 14.6, any amount paid as a one-off payment under clause 16.4, will be taken to form part of an employee's Base Salary.
- (b) If an employee's position is redundant, Mercer will provide an employee with an estimate of their Voluntary Redundancy Entitlement under clause 14.3 or involuntary redundancy payment under clause 14.6.

14.9 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 per week 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 job search activity, 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. The employee's Base Salary will be at least the minimum of the salary range for their classification level.
- 15.2 Employees hired after the Enterprise Agreement comes into operation will be paid a Base Salary 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 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.
- 15.5 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.

15.6 If the employee is still dissatisfied with the outcome of subclause 15.5, 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 process. 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 2023, 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:

Performance Review Rating	Minimum Increase	Performance-Based Increase for eligible employees	Total Potential Increase
1 – Unacceptable	4%	0%	4%
2 – Needs Improvement	4%	0%	4%
3 – Meets Expectations	4%	0%	4%
4 – Exceeds Expectations	4%	1.5%	5.5%
5 – Significantly Exceeds Expectations	4%	2.5%	6.5%

16.3 Effective 1 April 2024, 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 in line with Mercer’s Perform & Grow model:

Performance Review Rating	Minimum Increase	Performance-Based Increase for eligible employees	Total Potential Increase
Off Track	3.5%	0%	3.5%
On Track	3.5%	0%	3.5%
Stand Out	3.5%	2.25%	5.75%

16.4 The increases in clause 16.2 and 16.3 will be applied to an employee’s Base Salary, subject to the following conditions:

- (a) Where application of the Base Salary increases in clause 16.2 and 16.3 will result in the employee’s Base Salary exceeding the maximum salary range applying to the relevant classification level (per Schedule B), the employee’s 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 employee’s 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 clauses 16.2, 16.3 and 16.4, 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 4 or 5 in 2023, or Stand Out in 2024 in the annual performance review process;
- (c) are not serving out notice of termination per clause 13;
- (d) have not received an “out of cycle” salary review in the prior six months; and
- (e) are not the subject of a performance improvement plan.

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 salary range that applies to the new classification, 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%
1B	4A	5	25%
1A	4A	6	30%
1B	4B	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.

17.3 At the conclusion of a secondment or cessation of the higher duties allowance, the employee will return to the Base Salary of their substantive position, or an amount determined by the relevant leader and HR Business Partner.

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 1/38th 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 First Aid Officer by Mercer to perform first aid duties will be paid an allowance of \$17.31 per week. This allowance is paid pro rata to part-time employees or employees on a hybrid working schedule for the period they are present on-site.

(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 \$0.92 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 an amount equivalent to three (3) days' 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/carer's 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/carer's 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 application for 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 a complying fund nominated by the employee. In all instances either the default or nominated fund must be MySuper compliant.

22.3 If the employee does not choose a fund, Mercer will make contributions on their behalf into:

- (a) a fund that is a "stapled fund" within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended or replaced from time to time; or
- (b) if there is no "stapled fund" for the employee, into Mercer's default fund, Mercer Super Trust.

22.4 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.

22.5 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 22.4(a), 22.4(b) or 22.4(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 that the employee is absent from work (subject to a maximum of 52 weeks) 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) For the avoidance of doubt, nothing in this clause 23.4 or clause 23.5 limits an employee's ability to request a change in working arrangements in accordance with the NES.
- (b) 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.
- (c) 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 23.4(b) 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.
- (d) When an employee works their ordinary hours in accordance with the additional bandwidths in clause 23.4(b), between:
 - (i) 6.00am and 7.00am, they will be entitled to receive a loading equivalent to 40% of their Base Salary for that hour worked; and
 - (ii) 7.00pm and 10:00pm, they will be entitled to receive a loading equivalent to 40% of their Base Salary for all hours worked during this period.

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 23.5(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) An employee, with the agreement of their Manager, may defer taking up to three (3) accrued days with these days to be taken at an agreed 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. Deliberate 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 39.
- (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

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 Hybrid Working

- (a) Hybrid 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 hybrid 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 request, a formal hybrid 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 involving a working environment that is 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 the employee's needs, or meet business and operational requirements.
- (d) Mercer may approve informal ad-hoc periods of hybrid working on a case-by-case basis, subject to 23.9(c)(i) and (ii) being met.

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 hybrid-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 a reasonable, 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 weekly Base Salary, paid weekly as a shift allowance, including when the employee is working day shifts.
- (c) Shift workers will receive the loadings 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 employee's ordinary hourly rate of pay derived from their Base Salary.
- (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 employee's ordinary hourly rate of pay derived from their Base Salary.
- (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 employee's ordinary hourly rate of pay derived from their Base Salary 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 of the employee's ordinary hourly rate of pay derived from their Base Salary for the first two (2) hours and double time thereafter for time worked Monday to Friday; or
- (b) time and a half of the employee's ordinary hourly rate of pay derived from their Base Salary for the first two (2) hours and double time thereafter for overtime worked on Saturday; or

- (c) double the employee's ordinary hourly rate of pay derived from their Base Salary for all work performed on Sunday; and
 - (d) double time and a half of the employee's ordinary hourly rate of pay derived from their Base Salary 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 during a period of overtime 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 of 7.6 hours per occasion may be taken as time 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 overtime rate applicable to the overtime when worked as prescribed in 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 On-call arrangements and allowances

- (a) Subject to agreement between an employee and Mercer, Mercer may require a permanent employee to be rostered on-call to return to work and perform duties at the direction of Mercer. On-call arrangements occur where a permanent employee is required to be on standby under a formal roster to perform such work outside of their ordinary hours of work, either at the workplace or elsewhere. This clause does not apply to casual employees.
- (b) An employee who is on-call is to be paid an on-call allowance whilst on-call at the following rate:
 - (i) 2.12% of the ordinary hourly rate of pay derived from their Base Salary if they are rostered to be on-call during Monday to Friday; and
 - (ii) 4.33% of the ordinary hourly rate of pay derived from their Base Salary if they are rostered to be on-call during a Saturday, Sunday or public holidays.
- (c) An employee who is recalled to work must be paid in accordance with clause 24.1 and is entitled to a minimum payment of three (3) hours at the appropriate overtime rate. An employee who is not formally rostered to be on-call but is recalled to work must be paid in accordance with clause 24.1. The duration of the call-out will be assessed as in 24.14(d) below.
- (d) 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.

25. RIGHT TO DISCONNECT

- 25.1 The parties covered by this Enterprise Agreement recognise that an important aspect of maintaining work-life balance is the employee being able to switch off from work. Both supervisors and employees have a role to play in enabling and ensuring this balance.
- 25.2 Contact by Mercer with employees outside of their rostered or normal hours is to be avoided. Mercer does not expect an employee to respond to emails or phone calls outside of their normal or rostered work hours, or when on leave, except:
- (a) where Mercer considers the matter to be time critical or an emergency situation;
 - (b) where the nature of the employee's position requires work at irregular hours, including because of the seniority of the employee's position, or to respond to business needs from time to time;
 - (c) where the employee is appropriately compensated for such contact; or
 - (d) as agreed in accordance with the Enterprise Agreement.
- 25.3 Nothing in this clause 25 restricts Mercer's right to require an employee to work overtime outside of their ordinary hours under clause 24.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

26. ANNUAL LEAVE

- (a) 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.

26.2 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.

26.3 Annual leave loading

- (a) During a period of paid annual leave an employee will receive a loading calculated on the employee's Base Salary.
- (b) Annual leave loading is payable on annual leave that has accrued.
- (c) Annual leave loading is paid to the employee in the nearest pay cycle to when the annual leave is taken.
- (d) 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.

26.4 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 encourages 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:
 - (iii) as part of a close down of its operations (for example, between Christmas and New Year); or
 - (iv) 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.

26.5 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 per year. This additional purchased leave will be added to the employee's available leave balance on an incremental basis.

- (b) If the application is approved, Mercer will reduce the employee's Base Salary 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.

26.6 **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.

26.7 **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.

27. **LONG SERVICE LEAVE**

- 27.1 Long Service Leave (**LSL**) shall accrue at the rate of 44 days for 10 years' service for a full-time employee or otherwise as provided by legislation. Employees, other than full time employees, will receive a pro-rated entitlement to LSL based on their ordinary hours of work.
- 27.2 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 or otherwise as provided by legislation. Employees, other than full time employees, will receive a pro-rated entitlement to LSL based on their ordinary hours of work.
- 27.3 Otherwise LSL for post 10 years' service will accrue at the rate of six and a half (6½) days per year of service or otherwise as provided by legislation. Employees, other than full time employees, will receive a pro-rated entitlement to LSL based on their ordinary hours of work.
- 27.4 With the agreement of Mercer LSL may be taken at half or double pay.
- 27.5 Clause 26.7 applies equally to LSL provided that the absence is at least five (5) working days' duration.

27.6 On completion of seven (7) years' service LSL is available to be taken by the employee on a pro rata basis.

28. PERSONAL/CARER'S LEAVE

28.1 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 employed prior to 28 September 2012 are entitled personal/carer's leave calculated on a pro rata basis, however will receive at least 10 days per year.

28.2 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 employed on or after 28 September 2012 are entitled personal/carer's leave calculated on a pro rata basis, however will receive at least 10 days per year.

28.3 Clause 28 does not apply to casual employees.

28.4 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.

28.5 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) may be required by Mercer 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.

28.6 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) 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
- (iii) 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.

28.7 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.

28.8 **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.

28.9 **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.

28.10 **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.

28.11 **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 28.6.

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.

28.12 Notwithstanding any other provision in this Enterprise Agreement, the Administration Operations Leader 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.

29. FAMILY AND DOMESTIC VIOLENCE LEAVE

29.1 Employees are entitled to family and domestic violence leave in accordance with the NES. This clause supplements the NES.

29.2 An employee is entitled to 10 days' paid family and domestic violence leave in each 12 month period in accordance with Mercer policies, as varied from time to time. This entitlement does not accumulate from year to year.

29.3 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.

29.4 Family and domestic violence is defined as any violent, threatening or abusive behaviour by a close relative of an employee, a current or former member of an employee's household, or a current or former intimate partner of an employee that seeks to coerce or control the

employee and causes them harm or to be fearful. For the purposes of this clause, a close relative is:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- (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.

29.5 Mercer provides a supportive environment in which employees who are affected by family and domestic violence can come forward for help and support.

29.6 An employee who is experiencing family and domestic violence can raise the issue with their Manager or HR Business Partner confidentially.

29.7 Mercer may request supporting documentation for an application for family and domestic violence leave. For example, a statutory declaration may be accepted.

30. COMPASSIONATE LEAVE

30.1 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.

30.2 An employee is entitled to compassionate leave in accordance with the NES for each permissible occasion when:

- (a) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (b) the employee, or the employee's spouse or de facto partner, has a miscarriage.

30.3 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.

30.4 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.

30.5 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 in accordance with the NES.

30.6 Notwithstanding any other provision in this Enterprise Agreement, Mercer may grant an employee additional paid or unpaid compassionate leave where paid compassionate leave has been exhausted.

31. PARENTAL LEAVE

- 31.1 Parental Leave is provided for in accordance with the NES (unpaid leave) and the *Paid Parental Leave Act 2010* (Cth). This clause supplements the NES and the *Paid Parental Leave Act 2010* (Cth).
- 31.2 Employees are entitled to paid parental leave and other benefits in accordance with Mercer policies, as varied from time to time. At the time of making this agreement, the Mercer Parental Leave policy confers entitlements to:
- (a) 16 weeks' paid parental leave for eligible employees under the policy;
 - (b) one day's paid leave for employees who become grandparents within three months of the birth, adoption or placement of a child and up to 52 weeks' unpaid leave within the first two years of the birth or placement of the child;
 - (c) superannuation contributions at the minimum rate during a period of paid parental leave and unpaid parental leave up to a combined maximum of 104 weeks;
 - (d) five days' paid leave in any 12 month period for the purpose of accessing fertility treatments;
 - (e) five days' paid leave in the event that the pregnancy ends in a miscarriage before 20 weeks' gestation or if the pregnancy is terminated;
 - (f) access to unpaid parental leave for legal guardians and kinship carers;
 - (g) access to paid parental leave, and up to 24 months' unpaid parental leave, where a child passes away within the first 24 months of life, or in the cases of stillbirth after 20 weeks' gestation; and
 - (h) greater flexibility in how paid parental leave can be used, including in blocks or on a part-time basis.

32. NURSING BREAKS

- 32.1 This clause applies to employees who are nursing. To assist such employees, lactation breaks will be provided, for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk.
- 32.2 Employees may be entitled to paid lactation breaks in accordance with Mercer policies, as varied from time to time. At the time of making this agreement, the applicable Mercer policy confers entitlements to at least two 30-minute paid lactation breaks per day.
- 32.3 Mercer will provide access to a suitable, private space with comfortable seating for an employee who is a nursing mother to breastfeed or express milk in a hygienic and private environment.
- 32.4 Other suitable facilities, such as refrigeration and a sink, will 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 a nursing mother's needs.
- 32.5 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.

33. GENDER AFFIRMATION LEAVE

- 33.1 On application employees are entitled to up to four weeks' paid leave and one year of unpaid leave for the purpose of taking social, medical, legal and financial steps to affirm their gender. Applications for gender affirmation leave must be made in accordance with Mercer policy, as varied from time to time.
- 33.2 Employees are not obliged to use other accrued paid leave entitlements before applying for and taking gender affirmation leave. Further detail on the process of applying for gender affirmation leave and the circumstances in which paid leave is available is contained in Mercer policy, as varied from time to time.

34. JURY SERVICE

- 34.1 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.
- 34.2 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 34.4, pay the employee at the employee's Base Salary for the employee's ordinary hours of work for the duration of the jury service.
- 34.3 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.
- 34.4 To be eligible to receive payment from Mercer, the employee is required to give Payroll the certificate of attendance together with any payment received, endorsed to Mercer (payment for Jury Service).

35. STUDY LEAVE

- 35.1 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.

36. PUBLIC HOLIDAYS

- 36.1 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 Monarch's day/birthday holiday (on the day it is celebrated in a State or a region of a State);
 - (g) the day observed as the Bank Holiday in the State of New South Wales;
 - (h) the day observed as Labour Day in the State of New South Wales;
 - (i) 25 December (Christmas Day);
 - (j) 26 December (Boxing Day);

- (k) 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
- 36.2 Mercer and individual employee may by agreement substitute another day for a public holiday.
- 36.3 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. An employee will not be required to work on a public holiday where the request is unreasonable or where the employee reasonably refuses Mercer's request to work the public holiday.

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

37. RIGHTS AND RESPONSIBILITIES OF EMPLOYEES, EMPLOYERS AND INDUSTRIAL ORGANISATIONS

37.1 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 or organisation 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) Representing members in enterprise bargaining;
 - (ii) Representing the interests of members before Mercer;
 - (iii) Attending an industrial tribunal or court to represent the interests of members, including participating as a witness;
 - (iv) Consulting with members concerning enterprise agreement negotiations and matters under Part 2 of the Enterprise Agreement – Consultation and Dispute Resolution;
 - (v) Participating in the operation of the union or an industrial association;
 - (vi) Attending union or an industrial association education;
 - (vii) Inviting new employees to attend a meeting in non-work time regarding CPSU membership;
 - (viii) Incidental activities such as maintenance of union notice board in the workplace.
- 37.2 An employee may authorise Mercer to deduct union fees from their pay at no cost to the employee. This arrangement may be terminated by the employee by providing two weeks written notice to Mercer. Any variation in the amount of the deduction must be authorised in writing by the employee.

37.3 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 10 business 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. A letter from the relevant union or a statutory declaration will suffice.
- (e) Any issue arising from these arrangements will be dealt with under 11 - Dispute Resolution.

37.4 Employees may seek leave of absence or other forms of leave to attend duties that are not directly related to Mercer.

37.5 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.

38. SECONDARY EMPLOYMENT

38.1 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.

38.2 During their employment an employee must not, without the prior written consent of the Administration Operations Leader:

- (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.

38.3 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.

38.4 In any situation where there may be a potential for secondary employment to cause a conflict of interest the employee must promptly raise the matter with their Manager to assist Mercer and the employee to determine whether a potential conflict of interest exists.

39. CONDUCT AND DISCIPLINE

- 39.1 Employees shall abide by Mercer policies and procedures or their successors as varied from time to time, including the Mercer disciplinary policy. Copies of Mercer policies will be made available to employees, as varied from time to time.
- 39.2 Where a Manager holds any concern regarding an employee's performance or conduct, in the first instance the concerns are to be discussed between the employee and Manager.
- 39.3 Where 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 in writing 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 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.

40. WORK HEALTH AND SAFETY

- 40.1 The provisions of the relevant State and/or Federal legislation regarding work health and safety apply at Mercer's workplace.
- 40.2 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.
- 40.3 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.
- 40.4 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.

41. TRAINEESHIPS

- 41.1 Employees engaged under a formal traineeship arrangement will be managed and paid in accordance with any legislation and regulations that apply to trainees and clause 15.4 of the *Banking, Finance and Insurance Award 2020*.

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, Document Administrator, Superannuation Administrator.

Level 1 B: 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, Customer Service Officer, Quality Assurance Officer.

Level 2 B: Desktop Publishing Specialist, Employer Relations Officer, Insurance Administrator, 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: Client Relations Officer, Complex Correspondence and Compliant Resolution Officer, Family Law Administrator, PSAC Claims Analyst, Pooled Fund Medical Analyst, Senior Administrator, Senior Benefit Accounting Officer, Senior Customer Service Officer, Senior Insurance Administrator.

Level 3 B: Assistant Transaction Accountant, 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 Leader, Incident Resolution Analyst.

Level 4 B: AML Compliance Officer, Client Compliance Officer, Senior Mailing House and Production Coordinator, Training Officer.

SCHEDULE B

Classification Salary Ranges

Annual Base Salary

Classification Level	Year 1 Effective 1 April 2023		Year 2 Effective 1 April 2024	
	Minimum	Maximum	Minimum	Maximum
Level 1	\$58,027	\$72,642	\$59,042	\$75,184
Level 2	\$62,984	\$81,233	\$64,086	\$84,076
Level 3	\$66,515	\$86,344	\$67,679	\$89,366
Level 4	\$76,749	\$96,023	\$78,092	\$99,384

Fortnightly Rate of Pay

Annual Base Salary divided by 26.0893 (number of fortnights)

Classification Level	Year 1 Effective 1 April 2023		Year 2 Effective 1 April 2024	
	Minimum	Maximum	Minimum	Maximum
Level 1	\$2,224	\$2,784	\$2,263	\$2,882
Level 2	\$2,414	\$3,114	\$2,456	\$3,223
Level 3	\$2,550	\$3,310	\$2,594	\$3,425
Level 4	\$2,942	\$3,681	\$2,993	\$3,809

Hourly Rate of Pay

Annual Base Salary divided by 26.0893 (number of fortnights) divided by 76 (hours per fortnight)

Classification Level	Year 1 Effective 1 April 2023		Year 2 Effective 1 April 2024	
	Minimum	Maximum	Minimum	Maximum
Level 1	\$29.27	\$36.64	\$29.78	\$37.92
Level 2	\$31.77	\$40.97	\$32.32	\$42.40
Level 3	\$33.55	\$43.55	\$34.13	\$45.07
Level 4	\$38.71	\$48.43	\$39.38	\$50.12

42. SIGNATORIES

Signed on behalf of Mercer:

Name (print): **Jody Turner**

Company: Mercer Administration Services Pty Ltd

Authority to Sign: **Senior People Partner**

Address: PO Box 1229, Wollongong NSW 2500

Signature: Jody Turner

Date: 22/03/2023

Signed on behalf of the CPSU:

Name (print): **Stewart Little**

Position/ authority to sign: **STATE BRANCH SECRETARY**

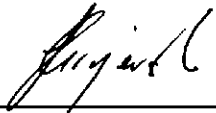
Address: **160 Clarence St, Sydney NSW 2000**

Signature: Stewart Little

Date: 17.3.23

Signatures of Bargaining

Representatives Name (print): Silvana Grujevska
Position / authority to sign: Bargaining representative
Address: PO Box 1229, Wollongong NSW 2500

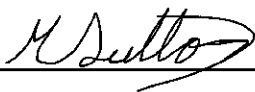
Signature:  _____

Date: 22/03/2023

Signatures of Bargaining Representative

Signatures of Bargaining

Representatives Name (print): Merinda Sutton
Position / authority to sign: Bargaining representative
Address: PO Box 1229, Wollongong NSW 2500

Signature:  _____

Date: 22/03/2023

Signatures of Bargaining Representative

Signatures of Bargaining

Representatives Name (print): Phillip Scott
Position / authority to sign: Bargaining representative
Address: PO Box 1229, Wollongong NSW 2500

Signature:  _____

Date: 22/03/2023

Signatures of Bargaining Representative

SCHEDULE OF UNDERTAKINGS

I refer to the application by Mercer Administration Services (Australia) Pty Ltd T/A Mercer (**Mercer**) for the approval of the *Mercer Administration Services Enterprise Agreement 2023* in matter AG2023/800.

Mercer provides the following undertakings to the Fair Work Commission pursuant to section 190 of the *Fair Work Act 2009* (Cth):

In these undertakings:

Agreement means the *Mercer Administration Services Enterprise Agreement 2023*.

Casual Employee means an employee engaged on a casual basis under clause 12 of the Agreement.

Part-Time Employee means an employee engaged on a part-time basis under clause 12 of the Agreement.

Trainees

1. Notwithstanding clause 41.1 of the Agreement, any trainees engaged by Mercer will be paid at least 5% above the rates of pay referred to in clause 15.4 of the *Banking, Finance and Insurance Award 2020*.

Casual Employee minimum engagement period

2. Casual Employees will be engaged and paid for at least two consecutive hours of work on each occasion they are required to attend work.

Part-Time Employees and overtime

3. Subject to clause 23.5 of the Agreement ("Flex Day"), Part-Time Employees working at the direction of Mercer outside their agreed or contracted ordinary hours will be paid at the applicable overtime rates in accordance with clause 24 of the Agreement.

Saturday payment for part-time and casual shift workers

4. This undertaking applies to Part-Time and Casual Employees engaged as a shift worker within the meaning of clause 23.11:

All time worked before 8:00am or after 12:00pm on a Saturday will be paid at the rate of 150% of the employee's ordinary hourly rate derived from their Base Salary for the first three hours and 200% thereafter. The casual loading prescribed by clause 12.5(a) of the Agreement will be paid in addition to these rates for Casual Employees.

Clauses 24.2 to 24.13 of the Agreement will only apply if the time worked is overtime within the meaning of clause 24.1 of the Agreement.

Sunday payment for part-time and casual shift workers

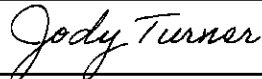
- 5. All time worked on a Sunday by a Part-Time Employee who is engaged as a shift worker within the meaning of clause 23.11 and who is classified at Level 1, Level 2 or Level 3 of the Agreement will be paid at the rate of 200% of their ordinary hourly rate derived from their Base Salary.

- 6. All time worked on a Sunday by a Casual Employee who is engaged as a shift worker within the meaning of clause 23.11 and who is classified at Level 1, Level 2 or Level 3 of the Agreement will be paid at the rate of 225% of their ordinary hourly rate derived from their Base Salary (inclusive of the casual loading).

Clauses 24.2 to 24.13 of the Agreement will only apply if the time worked is overtime within the meaning of clause 24.1 of the Agreement.

NOTE: The penalty and overtime payments provided by these undertakings are not cumulative. Only the highest applicable payment will apply.

Signed for, and on behalf of Mercer Administration Services (Australia) Pty Ltd T/A Mercer:

Signature	
Name	Jody Turner
Position	Senior People Partner, Mercer
Date	6 April 2023