



DECISION

Fair Work Act 2009

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

Pillar Administration

(AG2015/5194)

PILLAR ADMINISTRATION ENTERPRISE AGREEMENT 2015

Banking finance and insurance industry

DEPUTY PRESIDENT SAMS

SYDNEY, 23 OCTOBER 2015

Application for approval of the Pillar Administration Enterprise Agreement 2015.

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by Pillar Administration (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Pillar Administration Enterprise Agreement 2015* (the ‘Agreement’). The Agreement was negotiated with Public Service Association and Professional Officers’ Association Amalgamated Union of New South Wales (the ‘Union’) and is to cover 438 administrative and call centre employees engaged in the provision of superannuation services. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 11 August 2015 and voting for the Agreement’s approval took place between 30 September and 2 October 2015. The time limits under s 181(2) of the Act are thereby satisfied. In a vote for the Agreement’s approval, 165 of the 307 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 6 October 2015, thereby satisfying s 185(3) of the Act.

[3] In the Employer’s Declaration in support of the application (Form F17) Ms F Abbas, Executive General Manager Corporate Services identified the *Banking, Finance and*

Insurance Award 2010 [MA000019] as the relevant reference instrument for the purposes of the Better Off Overall Test (the 'BOOT'). Ms Abbas said that the Agreement provides for a number of conditions that are in excess of, or are more beneficial than the terms of the relevant reference instruments and that there are no less beneficial terms. The Agreement provides for higher salaries, increases to personal and annual leave and paid parental leave of 14 weeks for employees with over 12 months of continuous service. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 7 and 8 respectively, and a disputes resolution procedure at clause 10 erroneously refers to Fair Work Australia, which I take as providing for conciliation and arbitration by the Commission.

[4] At a hearing of the application on 19 October 2015, Ms F *Abbas* appeared for the applicant. Ms *Abbas* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. She explained that the rates of pay under the Agreement would be backpaid to 1 July 2015. The Union did not appear, but had filed a Declaration in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that it wishes to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the Union is to be covered by the Agreement.

[5] Having heard the applicant's submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Pillar Administration Enterprise Agreement 2015*. Pursuant to s 54 of the Act, the Agreement shall operate from 26 October 2015 and have a nominal expiry date of 30 June 2016.



DEPUTY PRESIDENT

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Pillar Administration Enterprise Agreement 2015

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1. **Title**

This Enterprise Agreement shall be known as the *Pillar Administration Enterprise Agreement 2015*.

2. **Commencement and Nominal Expiry Date**

2.1 This Enterprise Agreement commences 7 days from the date approved by Fair Work Australia and will have a nominal expiry date of 30 June 2016.

3. **Definitions and interpretation**

3.1 In this Enterprise Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009* (Cth);

CEO means the Chief Executive Officer or any other officer authorised by the CEO to assume responsibility for the management of the relevant function of activity for the Corporation;

Corporation means the Superannuation Administration Corporation Pty Ltd as established by the Superannuation Administration Authority Corporatisation Act 1999; trading as Pillar Administration;

Employer means the Corporation;

NES means the National Employment Standards as contained in Part 2–2 of the Act;

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;

Pillar Administration is the trading name for the Superannuation Administration Corporation Pty Ltd;

Standard rate means the minimum weekly wage for a Level 2 employee in clause 14.1.

3.2 Where this Enterprise Agreement refers to a condition of employment provided for in the NES, the relevant NES definition applies.

4. **Coverage**

4.1 This Enterprise Agreement applies to the Superannuation Administration Corporation Pty Ltd trading as Pillar Administration, its employees whose work is covered by the classifications contained within this Enterprise Agreement as set out in Schedules A and B, and the Community and Public Sector Union.

4.2 This Enterprise Agreement excludes and displaces all prior industrial agreements and awards and operates to the exclusion of the Banking, Finance and Insurance Award 2010.

4.3 All employees at work will have access to this Enterprise Agreement through the Employer's intranet.

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

5. No Extra Claims

5.1 The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

5.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

6. The National Employment Standards and this Enterprise Agreement

The NES and this Enterprise Agreement contain conditions of employment for employees covered by this Enterprise Agreement.

7. Individual Flexibility Agreement

7.1 The Employer and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the 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) purchasing additional annual leave; and
- (b) the arrangement meets the genuine needs of the Employer 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 the Employer and employee.

7.2 The Employer 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.

7.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and employee; and
- (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

- (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 7.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Employer or 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 the Employer and employee agree in writing — at any time.

Part 2 - Consultation and Dispute Resolution

8. Consultation regarding major workplace change

- 8.1 This clause applies if:
- (a) the Employer has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees to whom the Enterprise Agreement applies. Significant includes but is not limited to changes to core duties, hours and days of work, outsourcing of work, changes to policies and reduction in staffing levels. Consultation is to occur with employees who are off work on extended leave, for example on parental leave.
- 8.2 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.
- 8.3 The Employer must notify the relevant employees and their nominated representative of the decision to introduce the major change.
- 8.4 The relevant employees may appoint a representative such as a union for the purposes of the procedures in this clause.
- 8.5 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

8.6 As soon as practicable after making its decision, the Employer 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 the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

8.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their representatives.

8.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

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

8.10 In this clause, relevant employees mean the employees who may be affected by the major change.

9. Consultation about changes to rosters or hours of work

9.1 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.

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

9.3 The employer will:

(a) Provide to the employee or employees affected and the Union 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 the employer 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 and their Union 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.

9.4 In respect of clauses 8 and 9 above, a Joint Consultative Committee (JCC) will operate to provide a forum for matters of mutual interest and concern, both formal and informal, encourage and facilitate workplace reform and equitable, innovative and productive workplace relations. JCC meetings are to occur on a regular basis.

10. Dispute resolution

10.1 If a dispute relates to:

(a) a matter arising under the Enterprise Agreement; or

(b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

10.2 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.

10.3 Other than the processes identified in 10.2 above, an employee who is a party to the dispute may appoint a representative (which could be the union) for the purposes of the procedures in this clause.

10.4 An issue or dispute will be discussed in the first instance by the employee with their immediate Manager.

10.5 If a dispute remains unresolved between the employee and their immediate Manager, the employee or their Manager may refer the matter to their 'one up' Manager for discussion and resolution.

10.6 Where an issue has not been resolved following the steps in 10.4 and 10.5 the dispute may be raised with the Human Resources department.

- 10.7** If the issue or dispute in question relates to the immediate Manager, the employee may seek assistance or advice from a more Senior Manager or Human Resources.
- 10.8** If discussions at the workplace level do not resolve the dispute, any party to the dispute may refer the matter to Fair Work Australia.
- 10.9** 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 the Employer 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.
- 10.10** Fair Work Australia may resolve the dispute by the processes of conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or recommendation of Fair Work Australia, subject to a right of appeal to a Full Bench of Fair Work Australia.

Part 3 - Types of Employment and Termination of Employment

11. Types of employment

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

11.1 Full-time employment

- (a) A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.
- (b) Employees engaged prior to the 28th September 2012 will retain their existing ordinary annual salary (as per the rates in Schedule A), and work a 38 hour week in accordance with the provisions of 11.1 (a) above, and the relevant hourly rate will be calculated by dividing the annual salary by 52 and then by 38 in accordance with the arrangements of 11.1 (a) above.

11.2 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 in accordance with the provisions of 11.1 (a) above, 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 1/38th of the minimum weekly rate of pay for the relevant classification in clause 14 or if eligible, as provided for in Schedule A; in accordance with the provisions of 11.1 (a) above.
- (c) The Employer 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 at the ordinary rate of pay 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 11.1(a) by 5 days); or
 - (ii) More hours in a week than the full-time weekly hours (as set out in clause 11.1(a)).
 - (iii) In the circumstances set out in clauses 11.2(c)(i) and (ii), an employee will be paid in accordance with clause 20.

11.3 Casual employment

- (a) A casual employee is one (1) engaged and paid as such. The minimum engagement period for a casual employee is three (3) hours.
- (b) For each hour worked, a casual employee will be paid no less than 1/38th of the minimum weekly rate of pay in accordance with the provisions of 11.1 (a) above for their classification in clause 14, plus a casual loading of 25%.
- (c) A casual employee engaged prior to the commencement of this Agreement will be paid in accordance with the rates set out in clause 14.1 or Schedule A, whichever is the greater in regards to their position. A casual employee engaged under rates established in Schedule A on a regular and systematic basis for a period more than 6 months, will be entitled to receive the relevant rate set out in Schedule A for any subsequent period of engagement by Pillar, unless the relevant rate set out in clause 14.1 is greater.
- (d) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (e) A casual employee may give notice to the employer of a period of time during which they will be unable to work. Following the completion of such time the employer will not unreasonably fail to reengage the casual employee.

11.4 Other Arrangements

- (a) Subject to clauses 13 and 14 persons who are permanent employees as at the date this Enterprise Agreement commences shall, subject to subclause 14.1 (c), retain their weekly salary for the duration of the Enterprise Agreement unless they are entitled to a higher benefit under this Enterprise Agreement.

11.5 Probationary Employment

- (a) An employee will be initially engaged for a three (3) month probationary period. The initial period of three (3) months may be extended by the Employer for a further period to address identified and communicated performance issues or to account for absences during the initial three (3) month period.
- (b) An employee's performance will be monitored by the Employer during the probationary period and the Employee may be counselled about their performance during this period.
- (c) If an employee's performance is unsatisfactory during or at the conclusion of the probationary period, their employment may be terminated in accordance with clause 12, Termination of employment.

12. Termination of employment

12.1 Notice of termination or payment in lieu

- (a) The notice of termination required to be given by the Employer to an employee is set out in the following table:

Employee's period of continuous service with the Employer at the end of the day the notice is given	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

and then increase the period by one (1) week if the employee is over 45 years old and has completed at least two (2) years of continuous service with the Employer at the end of the day the notice is given.

- (b) Unless otherwise agreed, an employee upon resignation will give at least one (1) weeks' notice if they have been employed for under a year, or two (2) weeks if employed for more than one (1) year.
- (c) If an employee fails to give the required notice, the Employer may withhold any monies due to the employee on termination under this Enterprise Agreement, an amount not exceeding the amount the employee would have been paid under this Enterprise Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the employee.
- (d) The period of notice in this clause will not apply in the case of dismissal for serious misconduct; in the case of an employee engaged for a specific period of time on a temporary/fixed term contract; or for a specific task or tasks; or to an employee engaged as a casual. Non-permanent employees will have agreed termination terms specified in their contract of employment.

12.2 Job search entitlement

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

employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer and is pro-rated for part-time employees.

13. Management of excess employees

13.1 Where an employee no longer has a position due to a change in the business' structure or work requirements, the employee will be managed in accordance with the State Government's *Managing Excess Employees Policy*, and the Pillar policy for *Managing Organisational Change*.

13.2 These policies provide the conditions for entitlement to redundancy pay, the amount of redundancy payable, retention and salary maintenance, and the redeployment process.

13.3 Employees not covered by clause 13

This clause does not apply to any of the following employees:

- (a) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (b) an employee whose employment is terminated because of serious misconduct;
- (c) a casual employee;
- (d) 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.

13.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) This entitlement applies in cases of redundancy instead of clause 12.2.

Part 4 - Minimum Wages and Related Matters

14. Classifications and rates

14.1 Employees

- (a) A full-time employee who is engaged by the Employer from the day this Enterprise Agreement commences will be paid the minimum annual salary for their classification as set out in the table below. The relevant hourly rate will be calculated by dividing the annual salary by 52 and then by 38. These rates apply from the first Full Pay Period (FPP) on or after the specified dates.

Level	Minimum Annual salary (from FFP Period on or after 1 July 2015) \$
Level 1 Grade 1	50,156
Level 1 Grade 2	52,294
Level 2	54,432
Level 3	57,483
Level 4	66,327
Level 5	71,854

- (b) The classification structure and descriptors for the above classifications are contained in Schedule B to this Enterprise Agreement.
- (c) Employees who were engaged by the Employer prior to the date this Enterprise Agreement commences, and who continue to work full-time hours, will be paid in accordance with Schedule A. Schedule A provides for a 2.5% increase in salary from the FFP period on or after 1 July 2015.
- (d) Where an employee moves into a position in the new structure that provides for a higher rate of pay than the employee is then receiving (including any allowance being paid), the employee will be classified into the new structure and receive that higher rate of pay.

15. Allowances

15.1 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 as applies at the time of the weekly allowance.

15.2 Allowances for responsibilities or skills that are not taken into account in rates of pay:

(a) First aid allowance

An employee who is appointed as an accredited Senior First Aid Officer by the Employer to perform first aid duties will be paid an allowance of \$13.90 per week. Where such an employee is the holder of an Occupational First Aid Certificate the employee will be paid an allowance of \$21.85 per week. This allowance is paid pro rata to part-time employees.

(b) Higher duties allowance

- (i) Employees who relieve in a higher position for a period of at least five (5) consecutive work days, and who satisfactorily perform the duties of the higher position, will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the employee's 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.
- (iv) 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.

15.3 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; or
- (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 ordinary rate 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 the Employer, 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 the Employer.

(c) Motor vehicle allowance

Where the Employer 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 \$0.75 per kilometre travelled.

16. Payment of wages

- 16.1** Employees must be paid their salaries fortnightly in arrears; however the Employer will generally pay salaries partly in advance.

16.2 In the event of an overpayment of wages the Employer will notify the employee at the earliest opportunity, advising the employee of the amount, how it occurred and that the overpayment will be deducted from the following pay.

16.3 Where such a deduction is greater than three (3) days' ordinary 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 on based on the circumstances, following discussions between with the employee and their Manager.

16.4 Wages will be paid by electronic funds transfer.

17. Leave without pay

17.1 The CEO may grant leave without pay to an employee for a period of up to 12 months where good and sufficient reason is provided.

17.2 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.

17.3 Any period of leave without pay of greater than five (5) days shall not be counted as service for the purpose of the accrual of personal/carers, annual, or long service leave and any public holiday falling within the period of the leave without pay does not attract payment for that holiday.

18. Superannuation

18.1 Superannuation legislation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of the Employer and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the First State Superannuation fund will be the default fund.

18.2 Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee. At the time of making this Enterprise Agreement the employer contribution is 9.5% of ordinary salary.

18.3 Voluntary Employee and Salary Sacrifice contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 18.2.

(b) An employee may adjust the amount the employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three (3) months' written notice to the Employer.

- (c) The Employer must pay the amount authorised under clauses 18.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or (b) was made.
- (d) An employee may elect at any time to make additional pre-tax contributions into their chosen superannuation fund provided that:
 - (i) Such election must be made prior to the commencement of the period of service to which the earnings relate;
 - (ii) Where salary sacrifice arrangements attract fringe benefits tax the employee will be liable for any payment of the fringe benefit tax;
 - (iii) Salary sacrifice will not reduce the employee's salary for the purposes of superannuation, redundancy, termination payment or for the calculation of allowance, penalty rates and overtime payments;
 - (iv) An employee does not make more than four (4) variations to their salary sacrifice arrangement within a financial year.
- (e) Where an employee is a member of a superannuation scheme established under the:
 - (i) State Authorities (Superannuation) Act 1987; or
 - (ii) Superannuation Act 1916;

the Employer must ensure that the amount of any additional employer superannuation contributions as provided for in (d) above, is included in the employee's superannuable salary, which is notified to the SAS Trustee Corporation.

18.4 Absence from work

Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or (b) in the following circumstances:

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

Part 5 - Hours of Work and Related Matters

19. Ordinary hours of work

19.1 Span of hours

Subject to clauses 19.4 and 19.5 Flexible working arrangements, the span of ordinary hours will be 7.00am to 7.00pm Monday to Friday.

19.2 Ordinary hours of work, exclusive of meal breaks, will be an average of 38 hours per week as provided for in 11.1 (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.

in accordance with the provisions of 11.1(a).

Week means five (5) days worked Monday to Friday.

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

19.4 Flexible Work Arrangements – Span of Hours

- (a) Additional Band Widths of 6.00am to 6.00pm and 10.00am to 10.00pm can apply to work performed in relation to new business, including additional work previously not required from an existing client such as additional services required by the client.
- (b) Work that cannot reasonably or practically be accommodated within the span of hours provided for in clause 19.1 will be performed under the arrangements in (a) above as ordinary time. 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 the Employer.
- (c) Any person employed after the date that this Enterprise Agreement commences may be required to work in accordance with the 6.00am to 6.00pm and 10.00am to 10.00pm Band Widths provided for in (a) above. Employees will be notified upon commencement of employment which of the two band widths they will be required to work under. Any changes to an employee's band width will occur in consultation with clause 8 of this Agreement.
- (d) Subject to the provisions above, any person who was an employee of the Employer as at the date this Enterprise Agreement commences will not be required to work the hours provided for in clause 19.4 except by agreement of the individual employee.

- (e) Where an employee identified in (d) above is directed to work hours in accordance with provision of this clause, the employee will be entitled to time and a half rates for the hours outside the span of hours provided for in this Enterprise Agreement.
- (f) Where for operational reasons it becomes necessary that employees identified in (e) above work in accordance with the provisions of Clause 19.4(a), consultation should occur with the affected employees as per clause 8 of this Agreement.

19.5 Flexible Working Arrangements – Flex Day

- (a) All of the provisions of clause 19.5 are subject to the arrangements being consistent with the business and operational requirements of the Employer, 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 19.1 and 19.4, 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 clause 19.5, 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 employee may in advance agreement with their Manager, elect to work additional hours at ordinary time 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 19.5 (a) are met, Managers should consider planning monthly to ensure Flex arrangements can be reasonably accommodated. 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 clause 11.1 (a) and 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.
- (e) During peak work periods an employee, with the agreement of their Manager, may defer taking up to three (3) accrued days with these days to be taken during the next non-peak work time.
- (f) Reasonable attempts will be made to accommodate individual preference as to the day on which a Flex day is to be taken, subject to business and operational requirements.
- (g) All flex time accrual will be recorded on the flex time sheet by the employee and authorised by the Manager on a weekly basis. Failure to complete the flex time sheet and the administrative arrangements may result in disciplinary action in accordance with the terms set out in clause 32.
- (h) A Flex day is paid at the employee's salary.
- (i) On notice of termination of employment where an employee has any untaken Flex hours, the Employer 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 time paid to an employee will be paid on a time for time basis.

- (k) Any dispute relating to the employee's span of hours, start and finish times, ability to accrue additional hours, accrual of and/or taking of Flex days shall be dealt with in terms of clause 10 of this agreement.

19.6 Meal and rest breaks

- (a) Subject to working a minimum of five (5) hours, an unpaid meal break of no less than 30 minutes and not more than one (1) hour, in consultation with the Employer shall be taken, provided that 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 the Employer agrees.
- (b) Provided further that in emergency circumstances, a meal break may be deferred by mutual agreement.
- (c) All employees working a full shift will be allowed two (2) ten minute paid rest breaks during a working day at a time or times and in a manner agreed between the Employer and employee or, if no agreement is reached, as determined by the Employer.
- (d) In any circumstances where an employee takes more than two (2) ten minute rest breaks, any additional rest breaks will not count as working time and the employee's finish time will be extended accordingly.
- (e) Commencing and ceasing times of meal breaks within the span of hours may be staggered by the Employer to improve operational efficiency.
- (f) Notwithstanding 19.6 (a) an employee may, with the agreement of their Manager and subject to business needs, extend their lunch break up to two (2) hours to meet genuine personal obligations.

19.7 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 clause 19.5 Flexible work arrangements, will not be considered shift workers for the purposes of this Enterprise Agreement.

- (b) An employee working rotating day, afternoon and night shifts or where an employee works afternoon or night shifts only, will be paid a shift allowance of 20% of their base salary per week, paid weekly as a shift allowance, including when the employee is working day shifts.

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

20. Overtime and penalty rates

- 20.1** All time worked at the direction of the Employer outside ordinary hours of work prescribed by this Enterprise Agreement, will be paid for at the rate of:
- (a) time and a half for the first two (2) hours and double time thereafter; or
 - (b) time and a half for the first two (2) hours then double time for overtime worked on Saturday; or
 - (c) double time for all work performed on Sunday; and
 - (d) double time and a half for all work performed on a Public Holiday.
- 20.2** In computing overtime each day's work will stand alone.
- 20.3** 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.
- 20.4** An employee working overtime will be allowed a 20 minute paid rest break once the employee has worked five (5) hours since the last rest break.
- 20.5** Meal breaks may be extended by mutual agreement to a period not exceeding one (1) hour provided that any time taken in excess of the paid break determined by this clause will be unpaid.
- 20.6** An employee may elect, with the consent of the Employer, to take time off instead of payment for overtime at a time or times agreed with the Employer.
- 20.7** Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, which is an hour for each hour worked. A maximum accrual of 7.6 hours may be taken off during ordinary hours which can be taken as a day off subject to workloads and business requirements.
- 20.8** The Employer will, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in this clause, for any overtime

worked under this clause where such time has not been taken within eight (8) weeks of accrual.

- 20.9** The Employer 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.
- 20.10** When overtime work is necessary, it will wherever reasonably practicable, be so arranged that the employee has at least 10 consecutive hours off duty between work on successive days.
- 20.11** 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 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.
- 20.12** If, on the instruction of the Employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty they must be paid at double rates until they are released from duty for such period. They will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 20.13** 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, the Employer shall provide him/her with a conveyance to his/her home or shall pay him/her current salary for the time reasonably occupied in reaching his/her home.
- 20.14 Call Out to Return to Work**
- (a) An employee who is recalled to work must be paid in accordance with the provision of clause 20.1 and is entitled to a minimum payment of three (3) hours at the appropriate overtime rate. The duration of the call-out will be assessed as in 20.14(b) of this clause.
 - (b) For the purposes of assessing the duration of the call-out, time spent on the journey from home to work and from work to home by the most direct route must be included, to a maximum time of one (1) hour in total, for time travelled to and from work.

Part 6 - Leave and Public Holidays

21. Annual leave

21.1 Definition of Shift worker

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.

21.2 Annual leave loading

- (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 14.

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

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

21.3 Requirement to take leave

Pillar is committed to maintaining the health and wellbeing of employees. Pillar expects employees to take at least one two (2) week break per annum.

Where an employee has in excess of eight (8) weeks annual leave accrued, the Employer may, by giving a minimum of four (4) weeks' notice, require an employee to take annual leave such that their leave balance is reduced 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.

21.4 Purchase of Additional Annual Leave

- (a) A full-time or part-time employee can make application in writing to purchase additional whole weeks of annual leave to a maximum of an additional four (4) weeks annual leave. This additional purchased leave will be added to the employee's available leave balance on an incremental basis.
- (b) The additional leave purchased by the employee's annual salary, as per clause 14.1 (a) or (c) being reduced by the equivalent value of the leave sought, with the reduction spread across their weekly pay for 52 weeks.
- (c) Any approval of applications for the purchase of additional annual leave shall be subject to the business needs.

21.5 Cashing out annual leave

In limited circumstances, and where an employee has accrued excessive amounts of leave (more than eight (8) weeks), the Employer 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 the Employer 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.

21.6 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 leave (other than unpaid parental leave) and including community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

22. Long Service Leave

- (a) Long Service Leave (LSL) shall accrue at the rate of 44 days for 10 years' service.
- (b) Persons who were employees at the date this Enterprise Agreement commenced, shall for post ten years' service, accrue LSL at the rate of eleven (11) days per year.
- (c) Otherwise LSL for post 10 years' service will accrue at the rate of six and a half (6½) days per year of service.
- (d) With the agreement of the employer LSL may be taken at half or double pay.
- (e) Clause 21.6 applies equally to LSL provided that the absence is at least five (5) working days' duration.

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

23. Personal/carer's leave

23.1 A full-time employee employed prior to 28 September 2012 is entitled to 15 days personal/carer's leave per year of service. Part-time employees are entitled personal/carer's leave calculated on a pro rata basis.

23.2 A full-time employee employed since 28 September 2012 is entitled to 12 day personal/carer's leave per year of service. Part-time employees are entitled personal/carer's leave calculated on a pro rata basis.

23.3 Clause 23 does not apply to casual employees.

23.4 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.

23.5 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. A medical certificate or other appropriate evidence shall be provided for any absence of two (2) consecutive days or more. 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.

23.6 Domestic Violence

For the purposes of this Agreement the Employer adopts the definitions of Domestic Violence and Domestic Relationship from the *NSW Police Force Domestic and Family Violence Policy* (as varied from time to time). This definition includes domestic and family violence involving an abuse of power, in an intimate partner relationship or after separating from the relationship. It extends beyond physical violence and may involve the exploitation of power imbalances and patterns of abuse over many years. Domestic and family violence can occur in all sectors of the community and in traditional and non-traditional settings. It amounts to a pattern of behaviour that can include:

- (a) escalating levels of abuse and violence;
- (b) intimidation;
- (c) physical abuse;
- (d) sexual assault;
- (e) verbal abuse and/or threats;
- (f) psychological abuse;
- (g) threats to harm others, and/or causing harm to pets;
- (h) threats to damage property or actually damaging property;
- (i) financial deprivation and social isolation;
- (j) coercive control in order to maintain control over the victim's behaviour, or to have them suffer emotional or physical torment and live in fear.

An employee who is affected by Domestic Violence, as defined in sub clause 23.6 (above), may access personal/carer's leave for the following reasons:

- (a) attending medical or professional counselling appointments;
- (b) organising alternative accommodation, care and/or education arrangements;
- (c) attending court hearings and/or police appointments;
- (d) accessing legal advice.

An employee may be required to provide supporting documentation to access Personal/carer's leave for this purpose. The employer may approve an employee's request for the following:

- (a) changes to hours of work;
- (b) relocation to suitable employment;
- (c) temporary change to their work location;
- (d) changes to their contact details such as phone number and email address;
- (e) other measures, if any, appropriate to the circumstances.

23.7 Taking of paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) because the employee is experiencing family/domestic violence; or
- (c) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (d) Paid personal/carer's leave may be taken in periods of part days, in hourly increments where there is a reasonable requirement to do so.

23.8 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.

23.9 Payment for paid personal/carer's leave

If an employee takes a period of paid personal/carer's leave, the Employer must pay the employee at the employee's base rate of pay 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 clause 15.2 (b) (ii) of this Agreement, personal leave will also be paid at that higher rate.

23.10 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.

23.11 Entitlement to unpaid carer's leave

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) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

23.12 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 clause 23.7.

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 his or her employer agree.

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

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

24. Compassionate Leave

- 24.1 An employee other than a casual employee is entitled to two (2) 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 (eg, flood, fire, earthquake) that impacts on the employee's home or their capacity to attend work for up to two (2) days.

- 24.2 Compassionate leave is available on a pro-rata basis for part-time employees as defined at clause 11.2 of this Enterprise Agreement.

- 24.3 Payment of compassionate leave is at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- 24.4 Compassionate leave may be taken in two (2) consecutive days or two (2) separate days or any separate periods as agreed between the employee and the Employer.

- 24.5 The CEO may request appropriate medical or other evidence to support the employee's claim for compassionate leave.

- 24.6 Paid compassionate leave is not available to casual employees as defined in clause 11.3 of this Enterprise Agreement; however they are entitled to unpaid compassionate leave.

- 24.7 Notwithstanding any other provision in this Agreement, the CEO may grant an employee additional paid or unpaid compassionate leave where paid compassionate leave has been exhausted.

25. Parental Leave

- 25.1 Parental Leave is provided for in the NES (unpaid leave) and the *Paid Parental Leave Act 2010* (Cth). The following clauses provide benefits in addition to those provided for under the NES and the *Paid Parental Leave Act 2010* or reiterate the provisions thereof.

- 25.2 Employees will be entitled to parental leave on completion of 12 months continuous service with Pillar.

- 25.3 Unless the Employer otherwise determines, a female employee who is pregnant shall, subject to this clause, be entitled to be granted parental leave:

- (a) for a period of not more than nine (9) weeks prior to the expected date of birth;
 - (b) commencing not later than the date of birth; and
 - (c) for a further period ending not more than 12 months after the actual date of birth.
- 25.4** An employee, who has commenced parental leave, shall as soon as practical after the birth of the child, notify the Employer of the date of birth of the child.
- 25.5** An employee is entitled to 12 months of unpaid parental leave if the leave is associated with the birth of a child of the employee or the employee's spouse or de facto partner; and the employee has or will have a primary responsibility for the care of the child.
- (a) the employee must take the leave in a single continuous period;
 - (b) where each member of an employee couple intends to take unpaid parental leave the employee taking the second period of leave must commence that leave immediately after the end of the first employee's period of leave;
 - (c) an employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the first available parental leave period.
- 25.6** An employee who gives birth and who is an eligible employee, as defined by clause 25.2, who proceed on parental leave will be paid the equivalent of 14 weeks' salary, calculated on the basis of their pre-leave salary.
- 25.7** Payments may be made as follows:
- (a) on a normal fortnightly basis; or
 - (b) where the employee is entitled to 14 weeks paid leave, at the rate of half pay over a period of 28 weeks on a regular fortnightly basis.
- 25.8** An employee is not eligible to return to work whilst on paid parental leave as provided for under this clause 25.
- 25.9** Where an employee who has taken parental leave, whether paid or unpaid, ceases to have primary responsibility for the care of the child, the Employer may give the employee written notice to return to work on a specific date, provided that;
- (a) the specified date must be at least four (4) weeks after the date of notice is given to the employee; and
 - (b) not before six (6) weeks after the date of the birth of the child; and
 - (c) any paid parental leave under this clause ceases on the employee's return to work.
- 25.10** A non-birth eligible parent is entitled to one (1) week's paid leave at the time of the birth. If unpaid leave is requested in order to access a Government-funded parental benefit, this leave should be taken concurrently with the Pillar-funded leave entitlement.

- 25.11** An employee is required to provide four (4) weeks' notice of their intention to return to their pre-parental leave position and work arrangements.
- 25.12** On ending unpaid parental leave, an employee is entitled to return to:
- (a) the employee's pre-parental leave position; or
 - (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.
- 25.13** If a subsequent period of paid parental leave is taken within 12 months of returning to work following a previous period of parental leave, Pillar may withhold 50% of the eligible weekly payment to be reimbursed to the employee upon their return to work. This repayment will be made on a fortnightly basis upon the employee's return, unless otherwise agreed by Pillar and the employee. This clause will not apply to an employee who had been employed by Pillar for a period of more than 24 continuous months prior to their first period of paid parental leave.
- 25.14** The provisions in clause 25 apply equally where a child under 16 years of age is adopted by the employee, provided that:
- (a) a reference to non-birth parent in clause 25.10 is also taken to refer to an adoptive parent who will not be the child's primary caregiver; and
 - (b) the employee is not eligible for paid parental leave under this clause where the child has lived continuously with the employee for six (6) months or more at the date of the placement of the child, or is the child of the employee or the employee's spouse or de-facto partner (otherwise than because of the adoption).
- 25.15** Subject to clause 25.16 an employee who is a parent or has responsibility for the care of a child, may request the Employer for a change in working arrangements to assist the employee to care for the child if the child is under school age or is under 18 and has a disability, provided that:
- (a) the request must be in writing and set out details of the change sought and the reasons for the change;
 - (b) the Employer must give the employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request;
 - (c) the Employer may refuse the request only on reasonable business grounds;
 - (d) if the Employer refuses the request, the written response under subclause (b) must include details of the reasons for the refusal.
- 25.16** An employee is not entitled to make the request unless:
- (a) for an employee other than a casual employee, the employee has completed at least 12 months continuous service with the Employer immediately before making the request; or
 - (b) for a casual employee, the employee:
 - (i) has been employed with the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and

- (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

25.17 Where an employee is returning from parental leave any request for a change in working arrangements is to be made at least six (6) weeks prior to the employee's return to work date.

26. Jury Service

26.1 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.

26.2 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 the Employer must, subject to subclause 26.4, pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period of jury service to a maximum of 10 days.

26.3 Notice of jury service must be given to the Employer, as soon as practicable (which may be a time after the absence has started); and must advise the Employer of the period, or expected period, of the absence.

26.4 To be eligible to receive payment from the Employer the employee is required to give the Employer evidence that would satisfy a reasonable person:

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
- (b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period; and
- (c) the amount payable to the employee for jury service is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence provided by the employee.

27. Study Leave

Study leave is available for an approved course from a recognised educational provider with the approval of the CEO. Aspects for consideration for approval will include employee performance, the relevance of the course to the Employer's business and the area in which the employee works and the personal development plan for the employee. Pillar's *Education Assistance* policy provides further detail about the approval process.

28. Public holidays

28.1 The Employer and the employees may by agreement substitute another day for a public holiday.

28.2 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.

28.3 An additional public holiday (picnic day) shall be a day falling during the Christmas New Year period as determined by the CEO.

- 29. Rights and responsibilities of employees, employers and industrial organisations**
- 29.1 Workplace Representatives**
- (a) The FWA provides for protections for employers, employees and industrial organisations in Chapter 3 of the Act.
- (b) An employee who has been duly appointed as a representative of a relevant industrial association and where the Employer has been formally advised of such an appointment, shall be released from their normal duties without loss of ordinary pay 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.
- Represent members in enterprise bargaining
 - Represent the interest of members to the Employer and industrial tribunals
 - Consult with members concerning enterprise agreement negotiations
 - Participate in the operation of the union
 - Attend union education
 - Invite new employee to attend a meeting in non work time regarding union membership
 - Incidental activities such as maintenance of unions notice board in the workplace.
- 29.2 Trade Union Training Leave**
- (a) Duly recognised representatives of a relevant industrial association shall be granted paid leave to attend trade union training that are designed to develop skills and competencies that will assist the workplace representative in resolving workplace disputes and grievances.
- (b) Unless otherwise agreed, an employee wishing to attend such training will, at least 14 days prior to the proposed training, request the Employer 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 ordinary pay only for the period of the training provided that the employer has approved the employee attending the training.
- (d) The employee must be able to satisfy the Employer that the employee attended the training.
- (e) Any issue arising from these arrangements will be dealt with under the dispute settlement arrangements.
- 29.3** Employees may seek leave of absence or other forms of leave to attend duties that are not directly related to the Employer.
- 29.4** A recognised employee representative may have reasonable access to existing facilities at the workplace during working hours to undertake appropriate duties as an employee representative provided that there is no interruption to the Employer's operational activities.

30. Lactation Breaks

- 30.1** This clause applies to employees who are lactating mothers. An unpaid lactation break is provided as necessary for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk.
- 30.2** An employee and their Manager should reach mutual agreement on the taking of lactation breaks within the scope of flexibility allowed for by the Agreement and the custom and practice of taking breaks within the workplace. When giving consideration to any such requests for flexibility, a Manager needs to balance the operational requirements of the organisation with the lactation needs of the employee.
- 30.3** The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 30.4** Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the Manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 30.5** 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 clause 19.4 and 19.5, Flexible Working Arrangements, where applicable.

31. Secondary Employment

- 31.1** 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 with the Employer, or its clients.
- 31.2** During their employment an employee must not, without the prior written consent of the CEO:
- (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 the Employer.
- 31.3** 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.
- 31.4** In any situation where there may be a potential for secondary employment to cause a conflict of interest the employee must immediately refer the matter to their Manager.

32. Conduct and Discipline

- 32.1** Employees shall abide by the Employer's policies and procedures or their successors as varied from time to time.
- 32.2** Where normal discussion between the employee and their Manager have not resulted in the performance or conduct matters being resolved, the following steps shall be taken:

- (a) The employee shall be advised that there will be a formal counselling discussion at which the expected standards are to be set out in writing to the employee. The employee will be offered assistance and guidance in achieving those standards.
- (b) The employee will be provided with a written record of the counselling and is given an opportunity to comment either in writing or orally. The record will then be placed on the employee's personnel file.
- (c) The employee will be allowed adequate time to demonstrate willingness and an improvement in their performance or behaviour. If, during or at the end of this period, no willingness or improvement has been demonstrated, then disciplinary action (up to and including dismissal) may be undertaken.
- (d) Nothing in the procedure limits the rights of Pillar Administration to summarily dismiss an employee for serious or wilful misconduct or to take stronger disciplinary action against an employee for misconduct which warrants action beyond counselling in the first instance.
- (e) The employee is entitled to have an available employee present as a support person throughout the process set out in these subclauses. The employee may seek to appoint a representative (which could be the union) to assist them during the process, however in either case confidentiality is not to be breached.

33. Work Health and Safety

- (a) The provisions of the relevant State and/or Federal legislation regarding Work Health and Safety Act apply at Pillar's business locations.
- (b) 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.
- (c) 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.
- (d) 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.

34. Traineeships

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

Schedule A

The table refers to persons employed prior to 28 September 2012 and who were being paid in accordance with Award as set out in this schedule, and will continue to be paid in accordance with Schedule A unless otherwise provided for in this Enterprise Agreement in which case clause 14 of this Enterprise Agreement will apply.

Classification	Year	From the first FPP on or after 1 July 2015 \$
General Scale	Year 7	50,855
	Year 8	52,735
	Year 9	54,648
	Year 10	56,666
SAC Officer Level 1	Year 1	59,787
	Year 2	61,545
SAC Officer Level 2	Year 1	63,260
	Year 2	64,996
SAC Officer Level 3	Year 1	66,838
	Year 2	68,852
SAC Officer Level 4	Year 1	71,002
	Year 2	73,186
SAC Officer Level 5	Year 1	78,900
	Year 2	81,388
SAC Officer Level 6	Year 1	84,578
	Year 2	87,057
SAC Officer Level 7	Year 1	89,664
	Year 2	92,345
SAC Officer Level 8	Year 1	96,193
	Year 2	99,252
SAC Officer Level 9	Year 1	102,210
	Year 2	105,095

Schedule B

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 at this level will be required to undertake technical training (for example a Certificate IV Superannuation).

Promotion to level 1 Grade 2 will be dependent on successful completion of relevant technical training, and a minimum of 1 year of service.

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, and that of others. It requires the ability to provide technical and procedural guidance to other staff. The position:

- Requires ability to organise own work and that of others
- 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

The position requires relevant technical qualifications (for example, a minimum of ASFA 146) and/or equivalent relevant experience.

Qualification: Employee is to complete Certificate IV Superannuation or equivalent required before moving to this level and complete Regulatory Guide (RG) 146 qualification at this level and if required a Certificate III Customer Contact or equivalent.

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. 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

The position requires relevant specialised technical qualifications (for example, insurance, pensions) and/or equivalent relevant experience.

Qualification: Employee will complete (RG) 146 and if required a Certificate III Customer Contact before progressing to this level. Diploma in Superannuation – technical industry based courses relevant to role.

Level 4

The 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. 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

The position has accountability for a function or complete process. The position requires relevant specialised technical qualifications (for example, insurance, pensions) and/or equivalent relevant experience.

Qualification: In addition to the requirement to level 3, incumbents will hold a Diploma in Superannuation and other relevant subjects at a Diploma level, or Advanced Diploma level.

Level 5

The position is one that requires extensive 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 is required to instruct, guide and supervise the work of others.

Signatories.

Signed on behalf of the Employer:

Name (print): Fatima Abbas

Company: Superannuation Administration Corporation, trading as Pillar Administration

Company Position: Executive General Manager, Corporate Services

Address: GPO Box 3887, Sydney 2001

Signature: 

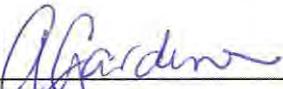
Date: 19.10.15

Signed on behalf of the ~~CPSU~~ PSA

Name (print): Anne Gardiner

Position: General Secretary, ~~CPSU SPSF Group, NSW Branch~~ PSA

Address: GPO Box 3365, Sydney NSW 2001

Signature: 

Date: 20.10.15