



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Teachers Mutual Bank Limited T/A Teachers Mutual Bank
(AG2022/437)

TEACHERS MUTUAL BANK LIMITED ENTERPRISE AGREEMENT 2021

Banking finance and insurance industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 11 MARCH 2022

Application for approval of the Teachers Mutual Bank Limited Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement to be known as the *Teachers Mutual Bank Limited Enterprise Agreement 2021* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Teachers Mutual Bank Limited T/A Teachers Mutual Bank (**Employer**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings dated 11 March 2022. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Banking, Finance and Insurance Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

[3] The Finance Sector Union of Australia (**FSU**), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 March 2022. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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Annexure A

TEACHERS MUTUAL BANK LIMITED

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/437 - Teachers Mutual Bank Limited Enterprise Agreement 2021

Applicant:

Teachers Mutual Bank Limited

Section 185 – Application for approval of a single enterprise agreement

Undertakings - Section 190

I, Victoria Leaver, Chief People and Culture Officer at Teachers Mutual Bank Limited give the following undertakings with respect to the Teachers Mutual Bank Limited Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by Teachers Mutual Bank Limited to provide this undertaking in relation to the application before the Fair Work Commission.

2. I provide the following Undertakings:

(a) Clause 12 – Shift Work Allowances

Clause 12 will be applied as if it reads as follows:

"For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week".

(b) Clause 66 – Consultation

Clause 66 will be applied as if it reads as follows;

"In addition to the requirements to consult with employees and the FSU about major changes that are contained in clause 66, if the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees the employer will consult in accordance with clause 66.

(c) Clause 35 - Redundancy

Clause 35 will be applied as if it reads as follows:

**TEACHERS MUTUAL
BANK LIMITED**

“Provided that, as a minimum, no employee shall receive redundancy pay that is less than the entitlement they would otherwise receive under the National Employment Standards covering redundancy”.

(d) Clause 30 and clause 31 will be applied as if they read as follows:

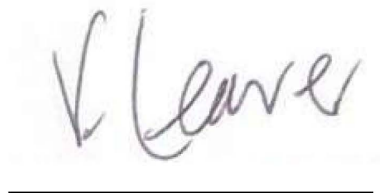
“These provisions shall apply in respect to permanent employees only”.

(e) Clause 15.1

Clause 15.1 will be applied as if it reads as follows:

“Any Employee at Grade 1 who works past 7pm on any day between Monday and Friday, shall be paid no less than they would otherwise receive under the Award”

3. These Undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Victoria Leaver

Chief People and Culture Officer

Teachers Mutual Bank Limited

11 March 2022

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Teachers Mutual Bank Limited Enterprise Agreement 2021

1. Title

This Agreement is the Teachers Mutual Bank Limited Enterprise Agreement 2021.

2. Scope and Application

- (1) This Agreement represents the consolidation of wages and conditions of employment for all employees covered by this Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and Agreements in connection with that subject matter.
- (2) This Agreement should be read in conjunction with the *National Employment Standards* (NES) provided that to the extent of any inconsistencies this Agreement will apply but will not reduce any NES entitlement.
- (3) This Agreement is a stand-alone Agreement. It replaces the Teachers Mutual Bank Enterprise Agreement 2018 and operates to the exclusion of the Banking Finance and Insurance Award 2020 and any other Modern Award.

3. Definitions

Agreement means *Teachers Mutual Bank Limited Enterprise Agreement 2021*

BDM means Broker Development Manager

CPA means Certified Practising Accountant

FSU means Finance Sector Union

FWC means Fair Work Commission

LWOP means Leave Without Pay

NES means National Employment Standards

PCLWOP means Personal/Carers Leave Without Pay

RDO means Rostered Day Off

TMBL means Teachers Mutual Bank Limited

4. Agreement Coverage

This Agreement shall cover Teachers Mutual Bank Limited, ABN 30087650459 (TMBL) and employees of TMBL up to and including Grade 5.

5. Date and Period of Operation

This Agreement shall operate from seven (7) days after the date of approval by the Fair Work Commission with a nominal expiry date of 30th June 2023.

6. Rates of Pay

- (1) All employees will be allocated a Grade in accordance with the descriptors in Appendix A and the evaluation of the role they are performing in accordance with Clause 8 of this Agreement.
- (2) The minimum full-time annual rate of salary payable to employees shall be as follows:

Table 1 – Full-time Adult Salaries

Grade	1 July 2021	1 July 2022
Grade 1	\$49,098	\$50,571
Grade 2	\$55,086	\$56,739
Grade 3	\$61,073	\$62,905
Grade 4	\$68,259	\$70,307
Grade 5	\$77,839	\$80,174

- (3) No employee other than a Trainee will be paid less than they would be eligible to be paid in terms of Schedule B of the *Banking, Finance and Insurance Award 2020*. Trainees will not be paid less than they would be eligible to be paid in terms of Schedule E of the *Miscellaneous Award 2020 as outlined in clause 15.4 of the Banking, Finance and Insurance Award 2020*.

7. Salary Increases

Employees will be entitled to a 2.8% salary increase effective the first full pay period after 1 July 2021 and a 3% salary increase effective the first full pay period after 1 July 2022.

8. Job Evaluation

- (1) TMBL engages reputable survey providers that align with the Financial Services Industry.
- (2) Jobs are evaluated using internal job descriptions compared to external survey job descriptions and aligned by the manager in consultation with People and Culture. Only positions that have a high level of correlation to the external survey job description will be used. Internal job descriptions can be reviewed against the market at any time and will only be changed when a position changes significantly. The appropriate salary surveys will determine the salary range available for the role, in line with TMBL's Remuneration Framework and Policy.
- (3) Any dispute arising from a job evaluation should be addressed with the manager in the first instance who will work with People & Culture to resolve. Where required a position may be referred to the relevant survey provider for further independent analysis.

9. Junior Rates of Pay

- (1) Where an employee under the age of 21 is employed to do a full time comparable job with the same duties and responsibilities as an employee already performing those duties, they will be paid the adult wage.
- (2) If the responsibilities are diminished, TMBL retains the right to pay the employee at the appropriate junior wage provided that the wage is no less than the relevant scale as detailed in the Banking, Finance and Insurance Award 2020 and in accordance with the table below:

Table 2 – Junior Pay Rates

Age	Percent of applicable adult base rate
At 17 years	60%
At 18 years	70%
At 19 years	80%
At 20 years	90%

10. Trainee Salaries

Salaries for Trainees who are in their first year of employment will increase effective the first full pay period after 1 July each year of the Agreement as detailed below:

Table 3 — Trainee Salaries

	July 2021	July 2022
School Leaver (Year 12)	\$26,259	\$27,047
Plus 1 year out of school	\$30,599	\$31,517
Plus 2 years out of school	\$35,493	\$36,558
Plus 3 years out of school	\$40,600	\$41,818
Plus 4 years out of school	\$40,600	\$41,818
Plus 5 years out of school	\$44,364	\$45,695

11. Hours of Work

- (1) The ordinary hours of work for full-time employees will be either:
 - (a) An average of 140 hours over a four (4) week period exclusive of meal breaks, or
 - (b) An average of 150 hours over a four (4) week period exclusive of meal breaks which includes the accrual of one (1) RDO per month allocated on the first day of each month.
- (2) Periods of absence whilst on any type of paid leave during the month will not reduce the RDO accrual for that month.
- (3) An employee may work a maximum of 10 ordinary hours per day exclusive of meal breaks by agreement.
- (4) The span of ordinary hours of work will be 7:00 am to 10:00 pm Monday to Saturday and 9:00 am to 5:00 pm Sunday.
- (5) All ordinary hours of work performed on a Sunday will attract a 100% loading.
- (6) At the request of the employee, and where mutually agreed, an arrangement may be made to work outside the span of ordinary hours at ordinary time rates provided such arrangement meets the operational needs of TMBL as well as the personal, family and financial needs of the employee.
- (7) Arrangements for weekend working hours will be freely agreed between each employee and their Manager, following full and open, non-coercive discussion

between the parties. These discussions will take into account the personal, family and financial needs of the employee and the business needs of TMBL. In the event of agreement not being reached, the matter may be resolved in accordance with Clause 65 of this Agreement.

- (8) Working hours will be arranged over a maximum of five (5) days per week, except where an employee reaches agreement with their Manager to arrange their hours over six (6) days per week.
- (9) Meal breaks are unpaid and shall be between 30 minutes and one (1) hour duration, as mutually agreed. An employee shall 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 a break and the organisation agrees. Furthermore, in emergency circumstances a meal break may be deferred by mutual agreement.
- (10) Full-time, part-time and casual employees will be employed for a minimum of three (3) hours for each start or a lesser amount with mutual agreement.

12. Shift Work Allowances

- (1) Employees who are rostered to work until at least 7:00 pm on any day between Monday to Saturday as part of their normal scheduled working hours will be paid a loading of 7.5% for all hours worked.
- (2) Employees who relieve an employee and work until 7:00 pm will be paid the 7.5% loading for the days they work until 7:00 pm.
- (3) Employees who work split shifts will only be eligible for payment under this clause for the shift that extends beyond 7:00 pm.
- (4) Employees who are rostered to work outside the span of ordinary hours as part of their ordinary hours of work will be paid a 30% loading for all hours worked outside the span of ordinary hours.
- (5) Employees who are entitled to payment in accordance with clause (1) and (4) above for the same shift are not entitled to receive double payment in respect of time worked. This clause overrides Clause 15.1 (b) of this Agreement.
- (6) In relation to Public Holidays, a shift which traverses midnight will be deemed to fall on the day on which the majority of hours are worked.
- (7) Employees who relieve in a role working outside the span of ordinary hours will be paid overtime instead of a shift loading for the hours worked outside the span of ordinary hours.

- (8) Absences due to an employee being on paid leave will not result in the cessation of payment of these allowances to them during leave, except where the employee is on paid Parental Leave.
- (9) This clause does not apply to Broker Development Managers (BDMs) or Mobile Bankers.

13. Rostered Days Off (RDOs)

- (1) Full-time employees who are rostered to work 150 hours over a four (4) week period exclusive of meal breaks will accrue one (1) RDO per month allocated on the first day of each month.
- (2) Periods of absence whilst on any type of paid leave during the month will not reduce the RDO accrual for that month.
- (3) RDOs must be approved in advance by the relevant Team Leader, Supervisor or Manager.
- (4) Employees may accrue up to five (5) RDOs. These may be taken either as single days or as a block. Any RDO balances in excess of five (5) days will be automatically paid out in the next pay period without the need to consult.
- (5) An employee may request to have RDOs paid out at the rate of single time by advising their Line Manager and the Staff Payroll Officer.
- (6) Absences of LWOP or PCLWOP for less than a whole month will not affect the accrual of RDOs.

14. Rostering Arrangements

- (1) The following process of setting and varying employees' hours is intended to promote harmony between the business needs of TMBL and the personal needs of individual employees. The emphasis is on reaching agreement between TMBL and its employees.
- (2) Each employee will mutually agree with their Line Manager, the number of hours they will work and the times at which they will work, in accordance with Clause 12 of this Agreement.
- (3) Each employee's roster will be designed to satisfy the business requirements of TMBL while accommodating each employee's personal, family and financial needs.

- (4) Where mutual agreement cannot be reached between an employee and his/her Line Manager, the matter may be resolved in accordance with Clause 65 of this Agreement.
- (5) One option, which may be considered when trying to accommodate both the operational requirements of TMBL and the personal needs of the individual employee, is a transfer. All transfers will be in accordance with Clause 54 of this Agreement.

15. Overtime

- (1) Full-time employees (excluding Mobile Bankers and BDM's) will be paid overtime at the rate of time and one half for the first three hours and double time thereafter, calculated on a daily basis, if they work the following times with the approval of their Line Manager:
 - (a) more than their normal rostered hours in a day.
 - (b) outside the span of 7:00 am to 10:00 pm Monday to Saturday.

An employee is not entitled to include time worked as defined in (a) above in a claim under (b) so as to receive two payments in respect of the time worked.
- (2) Overtime performed on a Sunday will be paid at double time.
- (3) 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.
- (4) 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.
- (5) The minimum payment for overtime worked on a day that is not an employee's normal working day will be two (2) hours at overtime rates.
- (6) TMBL may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. TMBL will provide at least 24 hours' notice when overtime is required to be worked. In exceptional circumstances this period may be less with the mutual agreement of the employee.
- (7) If the employer requests an employee to work overtime the employee may refuse the request if:
 - (a) the request is not reasonable, or
 - (b) the refusal is reasonable.

- (8) In determining whether a request, or a refusal of a request, to work overtime is reasonable, the following must be taken into account:
- (a) any risk to employee health and safety from working the additional hours;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the employee is employed;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (e) any notice given by the employer of any request or requirement to work the additional hours;
 - (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (h) the nature of the employee's role, and the employee's level of responsibility;
 - (i) whether the additional hours are in accordance with averaging terms included under section 65 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
 - (j) any other relevant matter.
- (9) When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (10) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on one 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.
- (11) 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. This clause does not apply to staff who are rostered on standby and are recalled to work.

16. Time Off Instead of Payment for Overtime

- (1) An employee and their Line Manager may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (2) Each application made by the employee in accordance with this clause will be subject to a separate written agreement.
- (3) Time off must be taken within the period of six (6) months after the overtime is worked and must be approved by the employer.
- (4) An employee who takes time off in lieu of payment for overtime is still entitled to any meal allowance that would have been payable at the time of working the overtime.
- (5) An employee will be paid a meal allowance or be provided with a suitable meal, if required to work one and a half hours overtime and the period of overtime extends beyond 6.00pm. A further allowance will be paid if the overtime exceeds five and a half hours.
- (6) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken TMBL will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

17. Travel Time Payment

- (1) An Employee who is required to travel during their normal rostered hours to a place other than their usual place of work except where the employees usual place of work is not a TMBL office, will be paid all reasonable costs incurred in such travel including a motor vehicle allowance in accordance with Clause 18.1 of this Agreement.
- (2) An employee who is required to travel to a place other than their usual place of work outside their normal rostered hours will be paid all reasonable costs incurred in such travel including a motor vehicle allowance in accordance with Clause 18.1 of this Agreement. If additional travel time exceeds one (1) hour more than the employee's normal travel time from home to their usual place of work they will be paid for these additional hours at ordinary time rates. No

extra payment will be made under this clause when overtime is being paid for the time spent travelling.

18. Allowances

The following allowances will apply for the term of this Agreement.

1. Motor Vehicle Allowance

When an employee is requested by the employer to use their own motor vehicle in connection with the employer's business the employee will be entitled to a motor vehicle allowance as published by the Australian Tax Office and reviewed annually.

2. Standby and Call-Back Allowance

- (a) An employee required to be available by roster for standby to perform work outside their ordinary working hours shall be paid a standby payment at the following rate:

Table 4 — Standby Allowance

Standby period	Allowance
Monday to Friday inclusive	\$27.50 per day
Saturday, Sunday, Public Holidays, RDOs or days on which the employee is rostered off work	\$55.00 per day

- (b) An employee (other than IT staff covered by Clause 33) who is formally rostered to standby and is recalled to work shall be paid in accordance with Clause 15 of this Agreement. For the purpose 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 shall be included. The minimum payment for work performed under this clause shall be two (2) hours at the appropriate overtime rate.
- (c) An employee (other than IT staff covered by Clause 33) who is not formally rostered to standby but is recalled to work shall be paid in accordance with Clause 15 of this Agreement and shall be entitled to a minimum payment of two (2) hours at the appropriate overtime rate. 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 shall be included.

3. First Aid Allowance

TMBL will appoint a certified First Aid Officer at each office in accordance with *Workplace Health and Safety Code of Practice* recommendations. Occupational First Aid Officers will be paid a first aid allowance of \$16.55 per week.

4. Meal Allowance

A meal allowance of \$18.50 will be paid to an employee who is entitled to a meal allowance in accordance with Clause 15 of this Agreement. If the overtime exceeds 5.5 hours a further allowance of \$16.00 will be paid.

5. Broadband Allowance

An employee who is required by TMBL to have internet access to perform work at home and who is not already provided with internet access and data will be provided with a fortnightly pre-tax allowance of \$30.00. This allowance will not be paid when on LWOP or absences of four (4) or more weeks of Annual Leave or Long Service Leave. Employees who request to work from home will not be entitled to Broadband allowance.

6. Higher Duties Allowance

- (a) An employee required to relieve in a position at a higher grade for a period of at least five (5) consecutive working days will be entitled to an allowance as detailed below. Public holidays that fall within the higher duties period will be recognised as working days in relation to this entitlement. The Chief People & Culture Officer may approve higher duties in other special circumstances.

Table 5 — Higher Duties Allowance

Grade	Allowance
Grades 2 and 3	\$100 per week
Grade 4	\$200 per week
Grades 5 and 6	\$300 per week
Grade 7	\$500 per week
Team Leader	\$200 per week
Supervisor	\$300 per week

- (b) Any period of acting in a lower grade position will not result in a decrease in salary.

19. Corporate Uniform

- (1) Full-time front office employees will be allocated a uniform allowance in accordance with Appendix B of this Agreement.
- (2) Part-time front office staff will receive an allowance on a pro-rata basis calculated on the number of days worked each week.
- (3) Employees who fall pregnant will be allocated an additional one-off allowance in accordance with Appendix B of this Agreement to cover the purchase of maternity uniform items.
- (4) Mobile Bankers, BDM's and Property and Facilities employees may use a portion of their uniform allowance to purchase an approved sunhat and one pair of shoes per annum.
- (5) The design and range of the uniform reflects equal employment opportunity principles and guidelines.
- (6) Employees who receive a uniform allowance must wear the corporate uniform in its entirety at all times other than approved mufti days.
- (7) Employees will be responsible for the proper maintenance of the uniform.

20. Public Holidays

- (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes on that day.
- (2) However, the employer may request an employee to work on a public holiday if the request is reasonable.
- (3) If the employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (a) the request is not reasonable, or
 - (b) the refusal is reasonable.
- (4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (a) the operational requirements of TMBL and the nature of the work performed by the employee.
 - (b) the employee's personal circumstances, including family responsibilities.

- (c) whether the employee could reasonably expect that TMBL might request work on the public holiday.
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of work on the public holiday.
- (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shift-work).
- (f) the amount of notice in advance of the public holiday given by TMBL when making the request.
- (g) in relation to the refusal of a request - the amount of notice in advance of the public holiday given by the employee when refusing the request.
- (h) any other relevant matter.

21. Meaning of Public Holiday

- (1) The following are public holidays:
 - (a) each of these days:
 - (i) 1 January (New Year's Day)
 - (ii) 26 January (Australia Day)
 - (iii) Good Friday
 - (iv) Easter Monday
 - (v) 25 April (Anzac Day)
 - (vi) Queen's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
 - (vii) 25 December (Christmas Day)
 - (viii) 26 December (Boxing Day)
- (2) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- (3) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would

otherwise be a public holiday because of subsection (a), then the substituted day or part-day is the public holiday.

(4) Payment for absence on public holiday:

- (a) If an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

(5) Payment for working on a public holiday:

- (a) Work done on a public holiday will be paid at double time and a half. In all cases a minimum payment of four hours at overtime rates will be payable provided the employee is available to work for four hours.

22. NSW Bank Holiday

The first Monday in August is designated a public holiday for TMBL employees in New South Wales. TMBL will be open for business on this day. All employees employed in New South Wales who are rostered to work on the first Monday in August of any given year will be required to work on that day and will be paid at ordinary time rates. These employees will receive the equivalent hours rostered as a substitute day off to be taken by the end of January the following year. Approval in advance to take this substitute day must be sought from your Line Manager.

23. Superannuation

- (1) TMBL will make superannuation contributions on your behalf in accordance with superannuation legislation and the minimum contributions required under that legislation.
- (2) Any superannuation increases either government legislated or negotiated shall not be absorbed in any wage increase negotiated during bargaining.
- (3) No employee will have a reduction in their take home pay when the Superannuation Guarantee is increased.

24. Salary Sacrificing for Superannuation

- (1) All employees employed under this Agreement have the option to sacrifice part of their salary for superannuation purposes. This means an employee can pay any personal contribution to their superannuation from their pre-tax salary.

The principal purpose of salary sacrificing is to restructure the way an employee receives their salary to suit their individual needs. Employees considering salary sacrificing are advised to seek independent financial advice.

- (2) An election to salary sacrifice for superannuation purposes must be made prior to the commencement of the period of service to which the earnings relate.
- (3) Salary sacrificing will not reduce an employee's total salary amount for the purpose of superannuation, severance and termination payments and for the calculation of allowances, penalty rates and overtime.

25. Employer Superannuation Co-contributions

- (1) Employees who commenced employment prior to 1 March 2022 will be entitled to employer superannuation co-contributions as follows:
 - (2) In addition to the compulsory Superannuation Guarantee Contribution for employee's covered by this Agreement, the employer will match up to 3% of an employee's annual base salary if they elect to make additional superannuation contributions. An election to make contributions under this clause must be agreed in advance in writing and such contributions must be made on a fortnightly basis. Contributions will be made on whole percentage bases of Ordinary Time Earnings and co-contribution matched on an equivalent percentage as outlined below:
 - (a) 1% contribution will be matched by a further 1% co-contribution, or
 - (b) 2% contribution will be matched by a further 2% co-contribution, or
 - (c) 3% contribution will be matched by a further 3% co-contribution.
- (3) Employees who commenced employment on or after 1 March 2022 will not be entitled to the employer superannuation co-contribution.

26. Salary Sacrificing for the Purchase of a Motor Vehicle

- (1) All employees employed under this Agreement have the option to salary sacrifice part of their salary to purchase a motor vehicle through a novated leasing arrangement via a leasing provider TMBL has an agreement with.
- (2) Employees are responsible for seeking their own financial advice prior to entering into an arrangement in accordance with this clause.

27. Part-time Employees

- (1) A part-time employee is any employee working less than 70 hours per fortnight. A part-time employee will work regular days and regular hours. Upon commencement of employment with TMBL part-time employees will have their regular days and hours of work detailed and provided in writing. A part-time employee will be paid for ordinary hours worked at the rate of 1/35 of the weekly rate prescribed for the work performed in accordance with Clause 6 of this Agreement.
- (2) A part-time employee who works their ordinary hours on a Saturday shall be paid a loading of 50% for those hours.
- (3) Where a part-time employee works hours on a Saturday and those hours are not ordinary hours, the employee shall be paid at overtime rates in accordance with clause 15 of this Agreement.
- (4) A part-time employee may be required, from time to time, to work additional hours in order to undertake compulsory training. Such training which is conducted outside a part-time employee's regular hours of work will be paid at overtime rates in accordance with Clause 15 of this Agreement. Where an employee is required to work overtime in accordance with this clause, a minimum notice period of seven (7) days will be provided, notwithstanding that a lesser period may be arranged by mutual agreement.
- (5) Part time employees will accrue leave entitlements and uniform allowances on a pro rata basis.

28. Casuals

- (1) Casual employees will be paid an hourly rate of 1/35 of the weekly applicable rate for the job they are employed to perform, plus a casual loading of 25%.
- (2) The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of permanent full-time or permanent part-time employment.
- (3) In addition, casual employees will receive 50% loading for work performed on Saturdays and 100% loading for work performed on Sundays and Public Holidays.

29. Casual Conversion

- (1) A casual employee with 12 months service, who has worked regularly for a period of six months will be offered conversion to permanent full-time or permanent part-time employment.
- (2) The offer will be in writing and provided to the employee within 21 days of their 12 month anniversary.
- (3) A casual employee with 12 months service who is not offered conversion will be advised in writing within 21 days of their 12 month anniversary that they will not be offered casual conversion and the reason why conversion will not be offered.

The reasons being the employee hasn't worked a regular pattern of hours:

- (a) on an ongoing basis for at least 6 months;
- (b) which they could continue working as a full-time or part-time employee without significant changes; or
- (c) the business has reasonable grounds for not making an offer.

30. Broker Development Managers (BDMs)

BDMs are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) The hours worked by these employees will be flexible, varying as their position requires from time to time and not tied to the standard hours specified elsewhere in this Agreement for other employees.
- (2) BDMs do not receive payment for overtime worked.
- (3) BDMs will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on Annual Leave or Long Service Leave.
- (4) TMBL will pay all legitimate travel, entertainment and accommodation expenses incurred while on approved work trips.
- (5) TMBL will review the salary of any employee who is covered by this clause on a 12 monthly basis to ensure that the compensation paid to the employee is at least one and a half times above what the employee would have otherwise received having regard to the award provisions that would have applied to the employee, had the annualised salary not been paid.

31. Mobile Bankers

Mobile Bankers are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) Mobile Bankers will be paid for 70 hours per fortnight and no overtime will be paid.
- (2) Mobile Bankers are responsible for managing their own hours of work. Weekend work and public holidays should be managed on an as needed basis.
- (3) Mobile Bankers will be provided with a fully maintained company motor vehicle approved by the Chief Executive. Maintenance will not include petrol usage while the employee is on Annual Leave or Long Service Leave.
- (4) TMBL will pay all legitimate travel, entertainment and accommodation expenses incurred while on approved work trips.
- (5) TMBL will review the salary of any employee who is covered by this clause on a 12 monthly basis to ensure that the compensation paid to the employee is at least one and a half times above what the employee would have otherwise received having regard to the award provisions that would have applied to the employee, had the annualised salary not been paid.

32. Information Technology (IT) Staff

IT staff are subject to the terms of this Agreement to the extent that the following provisions override any other provisions in this Agreement in the event of any inconsistencies:

- (1) IT staff will be paid a standby allowance as outlined in this Agreement if they are rostered to be on standby.
- (2) IT staff who are required to perform work while on standby and that work does not require them to attend the office will be paid for the time spent undertaking the work provided that a minimum of one (1) hour at ordinary time rates will be paid for each occasion and that only one (1) payment will be paid in any one (1) hour period.
- (3) IT staff who are not on standby but are required to perform work outside the span of ordinary hours or in addition to their normal hours in a day and that work does not require them to attend the office will be paid at the applicable overtime rates for the time spent undertaking the work provided that a minimum of one (1) hour will be paid for each occasion and that only one (1) payment will be paid in any one (1) hour period.

- (4) IT staff who are required to work from home will be provided with an appropriate toolkit to perform this work.
- (5) IT staff who are required to return to the office to perform work while on standby will be paid call back rates in accordance with Clause 18.2 of this Agreement.
- (6) No mileage will be paid for staff using their own vehicle to return to work but the length of the call out will be calculated for the time spent travelling from home to work and home again.

33. Trainees

Trainees are subject to the terms of this Agreement except as outlined below:

- (1) TMBL's Traineeship Program is a two year program.
- (2) During the first 12 months Trainees will be paid as outlined in Clause 10 of this Agreement.
- (3) Trainees will be required to complete a Certificate IV in a relevant discipline during the period of their Traineeship and will be provided with structured training for 20% of the time.
- (4) On successful completion of the first 12 months Trainees will be paid the minimum Grade 2 salary in accordance with Clause 6 of this Agreement for the next 12 months of the Traineeship.

34. Redundancy, Redeployment and Retrenchment

- (1) Redundancy may occur in a situation where the work being performed by an employee is:
 - (a) no longer required to be performed by anyone within TMBL,
 - (b) required to be performed at a different location not within reasonable commuting distance of the employee currently performing the role, or
 - (c) restructured and allocated to other employees on an ongoing basis.
- (2) Where a position is made redundant in the first instance TMBL will make reasonable efforts to redeploy the employee concerned. All due consideration will be given to redeploying the employee into a directly comparable position if available. A directly comparable position is one which:

- (a) is at the same classification level and does not involve a reduction of salary, and
 - (b) is a position which the employee has the skills and experience required to perform the role to a reasonable standard, or
 - (c) is a position for which the employee should be able to perform to a reasonable standard after a reasonable period of training and time in the job, and
 - (d) is at the same location or is within reasonable distance and travelling time from the employee's place of residence, taking into consideration the employee's usual travel arrangements.
- (3) If, however, an employee chooses to take a position at a lesser grade and salary then that salary will apply from the end of the notice period.
- (4) In situations where redeployment is not an option the employee will be retrenched. In these situations the following severance payments will apply:
 - (a) six (6) weeks' notice of retrenchment. Provided that TMBL may pay the whole or part of the notice period at its absolute discretion. Further, if the employee leaves the employment of TMBL of their own accord during the notice period they will forgo the balance of the notice period.
 - (b) three (3) weeks' pay for every year of service capped at 60 weeks.
- (5) An employee is not entitled to payment under this clause if they have refused an offer of employment in a directly comparable position as outlined above.
- (6) Counselling through TMBL's Employee Assistance Program will be offered to employees who are retrenched.
- (7) Outplacement services which include assistance with preparing resumes, applying for jobs and interviewing skills will be offered as required.
- (8) The severance payment shall be calculated on a pro-rata basis for completed months of continuous service with TMBL.

35. Personal/Carer's Leave

Personal/Carer's Leave shall apply in accordance with relevant Federal legislation. Where there is any inconsistency between this clause and the Act, this clause will apply.

Personal/Carer's Leave

- (1) A full-time employee will progressively accrue 14 days of paid Personal/Carer's Leave per annum.
- (2) Accrued paid Personal/Carer's Leave may be taken when the employee is:
 - (a) not fit for work because of a personal illness or injury affecting the employee; or
 - (b) providing care or support to a member of their immediate family or household who requires such care or support because they have a personal illness or injury;
 - (c) required to attend planned medical appointments or hospital stays relating to the employee or a member of the employee's immediate family or household; or
 - (d) are affected by an unexpected emergency.
- (3) Casual employees and employees who have exhausted their accrued paid Personal/Carer's Leave may access two (2) days of unpaid Carer's Leave for each occasion the employee is required to provide care or support to a member of the employee's immediate family or household as outlined in this clause.
- (4) Any period of unused Personal/Carer's Leave will accumulate from year to year.

Sick Leave Safety Net

- (1) Where a permanent employee cannot attend duty due to a life-threatening, significant or long term personal injury or illness, and has used all accumulated personal leave, an employee will be entitled to apply to the Chief People and Culture Officer for approval of the sick leave safety net benefit.
- (2) Employees must provide supporting medical evidence of their illness/injury, prognosis and expected length of absence, from their treating medical practitioner.
- (3) If approved by the Chief People and Culture Officer, in consultation with the employee's department Executive, a permanent full time employee will be entitled to receive the following safety net sick leave benefits without loss of pay:
 - (a) After one (1) year of service, a safety net of twenty (20) working days sick leave.

- (b) After five (5) or more years of service, a safety net of forty (40) working days sick leave.
 - (c) Permanent part time employees will receive a pro rata entitlement based on ordinary contracted hours of work.
 - (d) Paid time off under this clause will count as continuous service for the purpose of calculating service related entitlements.
- (4) The sick leave safety net must be taken as a continuous block of leave.
- (5) The sick leave safety net is a non-accruable entitlement and is available to employees once only during the course of their employment, provided that the Agreement at that point in time provides for a sick leave safety net benefit. Once an employee has exhausted the available entitlement, they will not be eligible to access any further payments.
- (6) The sick leave safety net is not available for absences related to family illness/injury or for injuries compensated by workers compensation.

36. Compassionate Leave

Compassionate Leave shall apply in accordance with relevant Federal legislation. Where there is any inconsistency between this clause and the Act, this clause will apply.

- (1) An employee is entitled to a period of up to two (2) days of paid Compassionate Leave for each occasion to care for and/or spend time with a member of the employee's immediate family or household who:
 - (a) contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) sustains a personal injury that poses a serious threat to their life.
- (2) TMBL may require an employee who has given notice to take Compassionate Leave to provide a medical certificate or other written evidence of the personal illness or injury relating to the member of the employee's immediate family or household.

Bereavement Leave

- (3) An employee is entitled to three (3) days of paid Bereavement Leave after the death of a member of the employee's immediate family or household which includes leave to attend the funeral.

- (4) Where an employee has not taken the maximum period of Compassionate Leave in respect of the death of a member of the employee's immediate family or household, Bereavement Leave may be extended to a maximum of five (5) days.
- (5) An employee is entitled to a period of up to one day's paid Bereavement Leave to attend the funeral of a close friend or relative not defined as "immediate family". This leave may be extended to two days where distance or other special circumstances reasonably justify. Approval must be sought in advance from the Chief People & Culture Officer for such extension.
- (6) TMBL may require an employee who has given notice to take Bereavement Leave to provide a death certificate or other written evidence appropriate to the circumstances.

37. Long Service Leave

1. Employment prior to 21 October 1996

Employees who commenced employment prior to 21 October 1996 will be entitled to Long Service Leave as follows:

- (a) An employee who has completed 10 years continuous service with TMBL will be entitled to 13 weeks Long Service Leave.
- (b) After an employee has completed 10 years' service, Long Service Leave will accrue at the rate of 6.5 days for each subsequent full six (6) months of service.
- (c) Except in extraordinary circumstances, an employee is required to give three months' notice when applying for Long Service Leave. The minimum period taken will be one (1) week.

2. Employment after 21 October 1996

Employees who commenced employment after 21 October 1996 will be entitled to Long Service Leave as follows:

- (a) An employee who has completed 10 years continuous service with TMBL will be entitled to 13 weeks Long Service Leave.
- (b) After an employee has completed 10 years' service, Long Service Leave will accrue at the rate of 6.5 days for each subsequent full year of service.

- (c) Except in extraordinary circumstances, an employee is required to give three months' notice when applying for Long Service Leave. The minimum period taken will be one (1) week.

3. Pro Rata Long Service Leave

- (a) Employees can elect to take a pro-rata amount of their accrued Long Service Leave after five (5) years' continuous service with TMBL. Except in extraordinary circumstances, an employee is required to give three months' notice when applying for Long Service Leave. The minimum period taken will be one (1) week.
- (b) Where an employee has completed between five (5) and ten years' service and the employee leaves TMBL or where an employee's service is terminated by the employer for reasons other than serious or wilful misconduct, pro rata Long Service Leave will be paid at the rate of 6.5 days for each full year of service.

38. Leave Without Pay (LWOP)

- (1) LWOP of less than five (5) days may be approved by an employee's Line Manager. LWOP of five (5) days or more may only be approved by the Chief People & Culture Officer if all Annual Leave and Long Service Leave entitlements have been utilised. It is acknowledged that for the purposes of this sub-clause, Personal/Carer's Leave without pay (PCLWOP) does not require Annual Leave or Long Service Leave to be utilised first or the approval of the Chief People & Culture Officer.
- (2) If an employee takes LWOP or PCLWOP all pro-rata entitlements to Annual Leave, Personal/Carer's Leave, RDO's, uniform allowance and company-funded superannuation contributions will cease for the period of that LWOP or PCLWOP. This clause does not override Clause 13 (6) which states that absences of LWOP or PCLWOP for less than a whole month will not affect the accrual of RDOs.

39. Study Leave

Study Leave is available for approved courses as outlined in the Study Assistance Policy. Leave under this clause must be approved in advance by the employee's Line Manager, and must not be unreasonably denied.

40. Annual Leave

- (1) Annual Leave shall apply in accordance with relevant Federal legislation. Where there is any inconsistency between this clause and the Act, this clause will apply.
- (a) Annual Leave shall be taken subject to TMBL's approval either when it falls due or within the following 12 months period. Leave requests will not unreasonably be refused. In the event of an entitlement becoming due and leave not being granted, the deferment by the employer shall not extend for more than six (6) calendar months beyond the due date provided that this may be varied by mutual agreement in writing between the employer and the employee.
 - (b) Annual Leave applications must be submitted at least four (4) weeks prior to the proposed date of leave. No holiday arrangements should be made until approval is received.
 - (c) Employees with accrued leave greater than four (4) weeks who wish to take Annual Leave greater than four (4) weeks should discuss their application with their Line Manager at least three (3) months prior to the proposed leave date.
 - (d) TMBL may direct an employee to take Annual Leave by giving at least eight (8) weeks' notice prior to the date the leave is to commence in the following circumstances:
 - (i) at the time the direction is given the employee has accrued in excess of 30 days, or the pro-rata equivalent for part-time employees, and the amount of leave directed to be taken is only the amount accrued over 30 days and the period of leave to be taken is not less than one week; or
 - (ii) the employee has not taken at least 10 consecutive days leave as detailed in Clause 45 (1) of this Agreement.
 - (iii) A lesser notice period may be given if mutually agreed.
 - (e) The maximum Annual Leave balance that an employee can hold at any time is 30 days or the pro-rata equivalent for part-time employees.
 - (f) In exceptional circumstances an employee may hold an Annual Leave balance of more than 30 days with the prior approval of the Chief People & Culture Officer.

41. Annual Leave Loading

- (1) Annual Leave loading of 17.5% of an employee's base rate of pay will be paid for all accrued Annual Leave as at 1 December each year and will be paid in the first pay period after 1 December each year.
- (2) On an employee's termination of employment Annual Leave loading will be paid for any Annual Leave accrued between 1 December of the year prior to the termination of employment and the date of termination.

42. Purchasing Additional Annual Leave

- (1) An employee may agree with the employer to purchase Annual Leave in addition to their normal four (4) weeks Annual Leave in a year. Leave must be purchased in weekly blocks and the minimum amount of additional leave able to be purchased is one (1) week. Where agreement is reached, the employee's salary and other entitlements shall be appropriately adjusted in accordance with the amount of additional leave agreed. The adjusted salary will apply for a period agreed to in advance by the employee and the employer.
- (2) No leave loading will be paid for any additional leave approved in accordance with this clause.
- (3) If an employee resigns from TMBL, or their employment is terminated during a period where additional leave has been approved in accordance with this clause, any reduction in salary that has not been offset by the taking of additional leave will be paid to the employee.
- (4) Each application for additional Annual Leave will be considered on an individual basis and will take into account the personal needs of the employee and the operational needs of TMBL.

43. Cashing Out of Annual Leave

An employee may elect to cash out Annual Leave provided:

- (1) The employee has taken a period of paid leave in the preceding 12 month period in accordance with Clause 45 (1) of this Agreement.
- (2) After the cashing out of any period of paid Annual Leave the employee's remaining accrued entitlement to paid Annual Leave is not less than four (4) weeks.
- (3) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks.

- (4) Each cashing out of a particular amount of paid Annual Leave must be by a separate agreement in writing between the employee and the employer.
- (5) The employee must be paid at the least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

44. 10 Consecutive Days Leave

- (1) By their second anniversary date and every anniversary year thereafter, an employee is required to take at least 10 consecutive working days off work. This leave may be either one or a combination of the following:
 - Annual Leave
 - Long Service Leave
 - Public Holidays
 - RDOs
 - Bank Holiday
- (2) For employees who have remote access to TMBL systems this will be disabled during this time. Emails on mobile devices will continue to be accessible.
- (3) Only in extenuating circumstances may an employee apply to the Chief People & Culture Officer for an exemption to this requirement.

45. Parental Leave

Parental Leave shall apply in accordance with relevant Federal legislation. In addition, the following provisions shall apply:

(1) Unpaid Parental Leave

- (a) All employees are eligible for unpaid Parental Leave. This includes casual employees, but only if:
 - (i) they have been employed on a regular and systematic basis for a sequence of periods over at least 12 months.
 - (ii) had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, they would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

- (b) Each eligible member of an employee couple may take a separate period of up to 12 months of unpaid Parental Leave. However, if only one member of an employee couple intends to take leave that employee is eligible to apply for up to 24 months leave which includes any paid Parental Leave.
- (c) An 'employee couple' is where two employees (not necessarily of the same employer) are in a spousal or de facto relationship.
- (d) Unpaid Parental Leave is only available to employees who have or will have responsibility for the care of a child.
- (e) The leave must be associated with:
 - (i) the birth of a child to the employee, the employee's spouse, or the employee's de facto partner, or
 - (ii) the placement of a child under 16 with the employee for adoption.
- (f) **One employee taking unpaid Parental Leave.** The following rules apply where one employee (or only one member of an employee couple) takes leave:
 - (i) Leave must be taken in a single continuous period (paid leave, such as Annual Leave, may be taken at the same time).
 - (ii) In the case of a pregnant employee, leave can start up to six weeks before the expected date of birth, or earlier if the employer and employee agree. If the employee is not giving birth to the child, leave starts on the date of birth or placement of the child.
 - (iii) Leave may start at any time within 12 months after the birth or placement of the child if the employee has a spouse or de facto partner who is not an employee, and the spouse or de facto partner has primary responsibility for the care of the child.
- (g) **Both members of an employee couple taking leave.** The following rules apply to an employee couple if both employees take unpaid Parental Leave:
 - (i) The employees are entitled to no more than 24 months of leave between them, which generally must be taken separately in a single continuous period.
 - (ii) If the employee who takes leave first is pregnant or gives birth, they may start their leave up to six (6) weeks

before the expected date of birth, or earlier if the employer and employee agree.

- (iii) If the employee who takes leave first is not pregnant, their leave must not start before the date of birth or placement of a child.
- (iv) Both employees of an employee couple may take leave at the same time for a maximum period of eight (8) weeks including any paid Parental Leave. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods. Each period must be no shorter than two (2) weeks unless the employer agrees.
- (v) Concurrent leave reduces an employee's unpaid Parental Leave entitlement.

(2) Paid Parental Leave

- (a) Employees who are eligible for unpaid Parental Leave as detailed above are also entitled to a period of 12 weeks paid Parental Leave as follows:
 - (i) In the case of a pregnant employee, paid Parental Leave can start up to six (6) weeks before the expected date of birth, or earlier if the employer and employee agree, or
 - (ii) If the employee is not giving birth to the child paid Parental Leave commences on or after the date of birth or placement of the child provided the employee is the primary care-giver of the child within 52 weeks after the birth or placement of the child.
- (b) A member of an employee couple who is not the primary care-giver of the child is entitled to a period of four (4) weeks paid concurrent leave in addition to six (6) weeks unpaid concurrent leave.
- (c) Paid Parental Leave can be taken on full pay or half pay at the request of the employee.
- (d) Employees on half pay will accrue entitlements proportionately.
- (e) Relevant statutory declarations must be provided prior to any payment of paid Parental Leave.

- (f) An employee must return to work for six (6) months before being entitled to second and subsequent periods of paid Parental Leave.
- (g) An employee will not accrue RDOs while on unpaid Parental Leave.

(3) Superannuation on Parental Leave

- (a) Superannuation will be paid during periods of paid and unpaid Parental up to a maximum of 52 weeks. This clause does not apply to secondary carers leave.
- (b) Superannuation Payments in relation to the unpaid component will be made as a lump sum payment after the employee has completed three months service following their return to work and will be calculated on the employee's salary at the time of commencing leave.

46. Paid leave in the event of a miscarriage

- (1) Where an employee, the employee's spouse, or a de facto partner of an employee miscarries, the employee is entitled to five days paid miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (2) An employee's 'de facto partner' is someone who lives with the employee and is in a relationship as a couple on a genuine domestic basis. The employee's partner can be either a current or former de facto partner of the employee.
- (3) Leave as defined above will commence from the date of the miscarriage and is to be taken in one continuous block of leave. Paid miscarriage leave must not be taken with any other form of leave available to the employee.
- (4) (d) When accessing paid miscarriage leave, the employee must provide notice as soon as reasonably practicable stating:
 - (i) the period of leave being sought; and
 - (ii) the anticipated date of return to duty. (e) To access paid miscarriage leave, TMBL needs to be satisfied that a miscarriage has occurred and may require evidence such as a medical certificate.

47. Volunteer Leave

Employees are entitled to take up to two (2) days per calendar year to participate in an approved charitable event as detailed in the Volunteer Leave section of the TMBL Human Resources Policy. Leave taken in accordance with this clause must be approved in advance.

48. Community Service Leave

- (5) Employees are entitled to Community Service Leave in accordance with *Division 7* of the *National Employment Standards*. In addition, the following provisions apply.
- (6) Employees will be entitled to a maximum of 10 days paid leave in accordance with this clause excluding when on Jury Service where payment will continue to be paid for the duration of the Jury Service, less any payment received from the Sheriff's Office, if applicable.
- (7) Community Service Leave includes:
 - (a) Jury Service.
 - (b) Defence Force Leave.
 - (c) Voluntary Emergency Management Activities.

49. Domestic Violence Leave

- (1) TMBL recognises that staff may face situations of violence or abuse in their personal life that may affect their health and safety and attendance or performance at work. TMBL is committed to providing support to staff who experience domestic violence.
- (2) For the purposes of this clause, domestic violence refers to a pattern of coercive behaviours which may include physical, psychological, sexual, economic and emotional abuse, in a close relationship, family or domestic situation.
- (3) Proof of domestic violence may be required and can be in the form of a document issued by Police, a Court, a Doctor, a District Nurse, a Maternal and Child Health Care Nurse, a Counsellor, a Psychologist, a Family Violence Support Service or a Lawyer.
- (4) All personal information concerning domestic violence will be kept confidential. No information will be kept on a staff member's personnel file without their express written permission.

- (5) Consideration will be given to a staff member if their attendance or performance at work suffers as a result of them experiencing domestic violence.
- (6) TMBL will designate domestic violence contact persons in People and Culture and publicise their contact details. Domestic violence contact officers will receive appropriate training. A staff member experiencing domestic violence may raise the issue with their Line Manager or a People and Culture contact. The Line Manager may seek advice from People and Culture if the staff member chooses not to raise the issue with a People and Culture contact.
- (7) Where requested by a staff member, the People and Culture contact will liaise with the staff member's Line Manager on the staff member's behalf.
- (8) TMBL will, in consultation with the FSU, develop guidelines and policies to support the implementation of this clause.
- (9) A staff member experiencing domestic violence will have access to 20 days per year of paid leave for the purposes of attending medical appointments, preparing for and attending legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as whole days or as part days.
- (10) A staff member who supports an immediate family member, or a member of the staff member's household who is experiencing domestic violence will have access to 10 days paid leave. This leave will be in addition to existing leave entitlements and may be taken as whole days or as part days.
- (11) Prior approval is not necessary to take leave under this clause, although a staff member must advise their Line Manager as early as practicable that they are taking the leave.
- (12) In order to provide support to a staff member experiencing domestic violence, TMBL will approve any reasonable request from a staff member experiencing domestic violence for:
 - (a) Changes to their span of hours or pattern of hours and / or shift patterns;
 - (b) Transfer to suitable alternative employment or alternative work location within TMBL where a suitable alternative is able to be identified;
 - (c) A change to their work telephone number and / or their work email address to avoid contact with an alleged perpetrator.
 - (d) Any dispute concerning such refusal may be addressed in accordance with Clause 65 of this Agreement.

- (13) A staff member experiencing domestic violence will be advised of TMBL's Employee Assistance Program (EAP) and/or other local resources.

50. Natural Disaster Leave

- (1) Where a locality has been declared a Natural Disaster by the relevant State or Territory Government an employee whose usual residence or place of employment is in this locality may apply for up to two (2) days per occasion of Natural Disaster Leave, subject to their usual place of residence, access to the business unit or TMBL premises being directly impacted by such Natural Disaster.
- (2) Where a Natural Disaster has not been declared and their usual place of residence or their usual place of work is inaccessible and directly affected by a Natural Disaster an employee can apply to the relevant Manager to access this leave.
- (3) Approval to access this leave will not be unreasonably declined.
- (4) Approval of Natural Disaster Leave is discretionary and the operational needs of TMBL must be taken into account.
- (5) Where a workplace is located in an area that has been declared a Natural Disaster and it is impossible for work to continue at that place of business, TMBL may direct an employee to work at another location within reasonable travelling distance, taking into account an employee's personal circumstances.
- (6) Where a workplace is inaccessible due to a Natural Disaster and there is no other workplace within reasonable travelling distance, an employee will be entitled to access Natural Disaster Leave until the workplace can reopen or for a maximum of two (2) days.

51. Religious Observation

TMBL recognises that employees have different personal religious beliefs and observe different religious holidays. TMBL is committed to approving Annual Leave, Long Service Leave or RDOs for employees in order for them to observe their religious obligations. This approval will take into account the personal needs of the employee and the operational needs of TMBL. Requests for leave under this clause will not unreasonably be denied. It is recommended that employees who require leave for religious reasons discuss such requests with their Line Manager on commencement of employment or as soon as reasonably practicable. A minimum of ten (10) days notice is required for leave under this clause notwithstanding that a lesser period may be approved by mutual agreement.

52. Regulatory Compliance Training

- (1) TMBL is committed to meeting its obligations in relation to regulatory compliance training. Employees covered by this Agreement will be provided with the required training in order to meet these obligations and will agree to complete any such training as a condition of their employment.
- (2) Where possible, such training will be conducted during an employee's normal working hours. However, where that is not possible, all time spent by the employee on undertaking the required training will be paid for by TMBL at the applicable overtime rate prescribed in this Agreement.

53. Out of Hours Training

At its discretion, TMBL will provide, from time to time, free training courses conducted outside normal working hours. This training will be organised through the Employee Relations Department and staff may attend, on a voluntary, unpaid basis.

54. Staff Transfers

- (1) With Senior Management approval, transfers of employees to positions of the same grade and at least the same salary may occur without the need to advertise internally or externally.
- (2) Such transfers will occur, where possible, by mutual agreement between Management and the employee concerned, taking into consideration the employee's personal, family and financial needs. Where mutual agreement cannot be reached, either party may refer the matter to the Dispute Settlement Procedure of this Agreement. The transfer will not take effect until the matter is resolved or the process is completed.

55. Staffing

- (1) TMBL is committed to ensuring that workplaces have enough appropriately trained staff to ensure that all work can be completed during ordinary working hours.
- (2) TMBL commits to advertising and filling vacancies in a timely manner, wherever possible and will endeavour to provide relief staff to cover long term approved absences.
- (3) Where workplaces are not fully staffed TMBL will take all practicable steps to relieve immediate pressures on staff including adjustments to individual and

team performance targets and the payment of overtime as required for work that cannot be completed in ordinary working hours.

56. Key Performance Indicators (KPI's)

- (1) TMBL will ensure that consultation occurs with employees when setting KPI's prior to the period the KPI's will apply for. KPI's will be realistic and achievable in ordinary working hours.
- (2) When setting and assessing KPI's TMBL will consider the following factors:
 - (a) Staffing levels.
 - (b) Authorised absences from normal duties.
 - (c) Relevant market factors.
 - (d) Provision of appropriate and relevant training to perform current job roles.
 - (e) the employee's experience.
- (3) TMBL will not adjust KPI's during the period in which they apply without prior consultation with the employees to whom the KPI's apply.

57. Pay Equity

- (4) TMBL is committed to providing equal pay for equal work and for ensuring that a fair and transparent remuneration structure exists within TMBL. A reputable survey provider that aligns with the Financial Services Industry will be used to evaluate roles and salaries.
- (5) TMBL is committed to reducing any pay equity gaps that may exist from time to time.
- (6) Every two years TMBL will provide the FSU with a workplace gender pay gap analysis which is prepared as part of its Workplace Gender Equality Agency report.

58. Workplace Health and Safety

TMBL has established a Workplace Health and Safety Committee to ensure ongoing consultation between Management and employees regarding workplace health and safety issues.

59. Working From Home

Working From Home arrangements are set out in the HR Policy.

60. Individual Flexibility Arrangement (IFA)

- (1) TMBL and an employee covered by this enterprise agreement may agree to make an IFA to vary the effect of any terms of the agreement if:
 - (a) the arrangement meets the genuine needs of TMBL and the employee, and
 - (b) the arrangement is genuinely agreed to by TMBL and the employee.
- (2) TMBL will ensure that the terms of the IFA:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*, and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*, and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) TMBL will ensure that the IFA:
 - (a) is in writing, and
 - (b) includes the name of the organisation and the employee, and
 - (c) is signed by the Chief People and Culture Officer and the 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
 - (iv) states the day on which the arrangement commences.

- (4) TMBL will give the employee a copy of the IFA within 14 days after it is agreed to.
- (5) TMBL or the employee may terminate the IFA:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement, or
 - (b) if TMBL and the employee agree in writing — at any time
- (6) An IFA made in accordance with this Agreement will end when a new Agreement comes into operation.

61. Transition to Retirement

- (1) An employee over the age of 55 may take advantage of transition to retirement benefits that enable them to substitute a reduction in income from reduced working hours with part of their superannuation. Employees are advised to seek independent financial advice before entering into an arrangement under this clause.
- (2) An employee over the age of 55 may request to change his/her hours of work to assist them with transitioning to retirement. When considering this request the employer will ensure that the arrangement meets the operational needs of TMBL as well as the personal needs of the employee. Any request under this clause will not unreasonably be refused.

62. Recovery of Overpayments

In the event of an overpayment made to you in relation to your salary, leave entitlements, allowances, loadings or any other payment associated with your employment, TMBL shall be entitled to make salary deductions from your pay in order to recover moneys owed.

Before instigating the recovery of any monies TMBL will ensure:

- (1) You have been provided with written details of the amount and reasons why moneys are owing and given you an opportunity to respond; then
- (2) Make a reasonable attempt to agree with you on a suitable method and timeline for the repayment.
- (3) Provide you with written details of the repayment arrangements and capacity to renegotiate at any stage should the original repayment schedule cause financial hardship.

Where an overpayment has not been recovered in total prior to you resigning or otherwise ceasing your employment with TMBL any outstanding amounts will be taken from your final payment.

In the event that agreement on the method of recovery of the overpayment cannot be reached TMBL may attempt to recover the monies in compliance with s.324 and s326 of the Fair Work Act 2009.

63. Anti-Discrimination

It is the intention of the parties to this agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

64. Discipline and Dismissal

TMBL is committed to the fair and equitable treatment of employees should the discipline and dismissal process be applied.

65. Dispute Settlement Procedure

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;

This term sets out procedures to settle the dispute.

- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation,

conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

(6) While the parties are trying to resolve the dispute using the procedures in this term:

(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 occupational 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.

(7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

66. Consultation Regarding Major Workplace Change

(1) If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them, their representatives (if any) and the FSU; and

(b) discuss with affected employees, their representatives (if any) and the FSU:

(i) the introduction of the changes; and

- (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- (2) For the purposes of the discussion under clause 66.1(b), the employer must give in writing to the affected employees, their representatives and the FSU (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- (3) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees, or
 - (b) major change to the composition, operation or size of TMBL'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.

Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

67. FSU Right of Entry

- (1) TMBL agrees that an official of the FSU may enter TMBL's premises, at any time, for the following reasons:
- (a) to consult with persons covered by the agreement about their rights and obligations under the agreement.
 - (b) to consult with persons covered by the agreement about the operation of the agreement.

- (c) to consult with members on Enterprise Bargaining, and
 - (d) for any other reason allowable under the Fair Work Act.
- (2) Provided that:
 - (a) the FSU agrees and undertakes not to hinder or obstruct an employee in the performance of their work during working times.
 - (b) they will preserve the confidentiality of all work, books or documents inspected during entry granted under this clause, and
 - (c) they must produce, at the request of TMBL, the FSU's written authority to undertake these activities.
 - (d) Failing the availability of a suitable meeting room the lunchroom will be the default location for FSU visits at each office.
- (3) However, nothing in this clause provides the FSU with a right to enter premises contrary to section 194(f) or (g) of the Fair Work Act.

68. Trade Union Training Leave

FSU workplace representatives, with approval of the union and upon application in writing, shall be granted leave with pay each calendar year to:

- (1) attend trade union training, and
- (2) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.
- (3) A maximum of 16 days leave per calendar year, non-cumulative, will be granted by TMBL for the purposes of trade union training. A greater amount as agreed between the FSU and TMBL may be granted in circumstances where it may be necessary. Any additional leave granted will take into account the operational requirements of TMBL and TMBL will not unreasonably withhold the approval of such additional leave.
- (4) The application to TMBL must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 28 days' notice of the proposed training.
- (5) The granting of leave pursuant to this clause shall be subject to TMBL being able to make adequate staffing arrangements amongst current employees during the period of such leave. TMBL shall not use this sub-clause to avoid an obligation under this clause.

- (6) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (7) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (8) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the union.
- (9) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (10) An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.
- (11) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the Dispute Settlement Procedures of the Agreement.

69. FSU Representatives

- (1) To facilitate a harmonious, consultative and cooperative approach to employee relations within TMBL, staff who have been duly appointed as FSU Representatives by the FSU Local Executive Secretary, or other persons who have been elected to act as staff representatives, will be allowed reasonable time and facilities during working hours to attend to their duties as FSU representatives, or other staff representatives. Any time spent by an FSU representative or staff representative attending to employee relations shall, where possible, be agreed in advance with the representatives Line Manager and subject to the operational needs of the section. Any request made in accordance with this clause will not unreasonably be refused.
- (2) Nothing in this clause shall be construed as conferring a right or benefit that is contrary to the terms of the Fair Work Act.

Appendix A—Role Type Examples

Grade 1

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

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

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

Indicative job list:

- Mail Clerk
- Filing Clerk
- Driver

Grade 2

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

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

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

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

- providing information/assistance to other staff members.

Indicative Job List:

- Cashiers
- Member Service Officers or Contact Centre Service Officers who have not completed their competencies
- Payment Services Officers

Grade 3

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

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

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

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

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

Indicative Job List:

- Member Service Officers
- Contact Centre Service Officers
- Administration Officers
- Trainee Accountants
- Fraud Control Officers
- Credit Control Officers

Grade 4

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

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

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

Typical activities and skills may include but not limited to:

- managing and maintaining service standards
- overseeing day to day operations of functional areas of responsibilities
- implementing and maintaining effective controls
- assist with recruitment of staff and initiating disciplinary processes
- preparation of reports.

Indicative Job List

- IT Service Desk Support Officers
- Credit Underwriters
- Personal Assistants
- Assistant Accountants
- Lending Managers

Grade 5

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

The position may be:

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

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

Indicative Job List:

- Branch Managers
- Accountants
- Mobile Lenders
- Broker Development Managers

Appendix B – Uniform Allowance

Table 7 — Uniform Allowance

Role	Allowance
New BDMs and Mobile Bankers	\$1,600
New Mobile Banker Support Officers	\$1,200
New Front-line Branch Staff	\$1,050
Mobile Bankers Annual Allowance	\$1,340
Mobile Banker Support Officers Annual Allowance	\$900
Front-line Branch Staff	\$680
One-off allowance for employees who fall pregnant	\$240

Agreement Authorisation

Signed for and on behalf of Teachers Mutual Bank Limited:



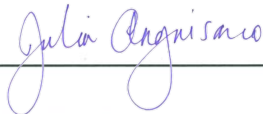
Stephen Clive James

Chief Executive Officer

Date 15 February 2022

The above person is authorised to sign the Agreement on behalf of the Employer, Teachers Mutual Bank, 28-38 Powell Street, Homebush 2140 as the Chief Executive Officer of the Employer

Signed for and on behalf of the Finance Sector Union



Julia Angrisano

National Secretary

Level 1, 341 Queen Street, Melbourne, Victoria

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

Date 4 March 2022

The above person is authorised under FSU Rule 49 to sign the agreement on behalf of the Finance Sector Union of Australia, 341 Queen Street, Melbourne, Victoria 3000.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/437 - Teachers Mutual Bank Limited Enterprise Agreement 2021

Applicant:

Teachers Mutual Bank Limited

Section 185 – Application for approval of a single enterprise agreement

Undertakings - Section 190

I, Victoria Leaver, Chief People and Culture Officer at Teachers Mutual Bank Limited give the following undertakings with respect to the Teachers Mutual Bank Limited Enterprise Agreement 2021 ("**the Agreement**"):

1. I have the authority given to me by Teachers Mutual Bank Limited to provide this undertaking in relation to the application before the Fair Work Commission.
2. I provide the following Undertakings:

(a) Clause 12 – Shift Work Allowances

Clause 12 will be applied as if it reads as follows:

“For the purpose of the additional week of annual leave provided for in the [NES](#), a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week”.

(b) Clause 66 – Consultation

Clause 66 will be applied as if it reads as follows;

“In addition to the requirements to consult with employees and the FSU about major changes that are contained in clause 66, if the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees the employer will consult in accordance with clause 66.

(c) Clause 35 - Redundancy

Clause 35 will be applied as if it reads as follows:

TEACHERS MUTUAL BANK LIMITED

“Provided that, as a minimum, no employee shall receive redundancy pay that is less than the entitlement they would otherwise receive under the National Employment Standards covering redundancy”.

(d) Clause 30 and clause 31 will be applied as if they read as follows:

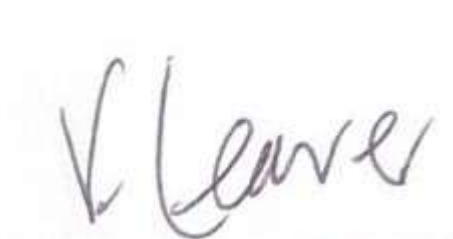
“These provisions shall apply in respect to permanent employees only”.

(e) Clause 15.1

Clause 15.1 will be applied as if it reads as follows:

“Any Employee at Grade 1 who works past 7pm on any day between Monday and Friday, shall be paid no less than they would otherwise receive under the Award”

3. These Undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Victoria Leaver

Chief People and Culture Officer

Teachers Mutual Bank Limited

11 March 2022