

As you are aware over the past few months we have been consulting with the Negotiating Committee and the United Services Union to extend and make minor variations to the current [Enterprise Agreement \(2015\)](#). During those discussions, it came to our attention that there is some inconsistency in the understanding of the interpretation and application of additional hours for Part-time Employees, specifically **clause 14.12**.

We would like to take this opportunity to provide clarity on clause 14.12 to ensure all employees have a clear understanding of on what occasions normal and overtime rates apply when Part-time Employees work additional hours.

Additional information for you

Please read the following when referring to clause 14.12 in the 2015 Enterprise Agreement:

Part-time Employees are offered the opportunity to work additional hours when such additional hours become available.

If a Part-time Employee accepts an offer to work additional hours the Part-time Employee will be paid at normal hourly rates.

If no Part-time Employees accepts an offer to work additional hours at normal hourly rates, Newcastle Permanent explores what alternative arrangements can be made during those hours to meet business needs.

If alternative arrangements are available that meet business needs Newcastle Permanent will implement those alternative arrangements and no Part-time employee will work additional hours.

If no alternative arrangements are available that meet business needs Newcastle Permanent may reasonably require a Part-time Employee to work additional hours.

If Newcastle Permanent reasonably requires a Part-time Employee to work the additional hours, the Part-time Employee will be working those additional hours at the direction of Newcastle Permanent and will be paid at applicable overtime rates.

We believe that ensuring proper resourcing of our work locations is in the best interests of our customers, our employees and our business.

Where the above guidance refers to an alternative arrangement being "available", we will **not** consider an alternative resourcing arrangement to be "available" if the arrangement would result in a work location being under-resourced and unable to effectively meet customer and business needs. Where no Part-time Employee accepts an offer to work additional hours at normal rates, and alternative resourcing arrangements are not "available", Managers will be encouraged to engage Part-time Employees to work additional hours at overtime rates to ensure the relevant work location is properly resourced and customer and business needs continue to be met.

Additionally, after referring to the additional information provided above, if you feel that you have not been paid at the correct rate of pay on any occasion, we encourage you to raise this concern so we can explore it further. You can do this by contacting any of the following:

- ∞ Your Direct Manager or Team Leader
- ∞ Your Branch Manager or Regional Manager
- ∞ United Services Union - Danni Hunt or Paul Sansom
- ∞ People & Development:
 - **Ben Osborn**, Strategic HR Business Partner – Member Services & Distribution
 - **Kristy Ingall**, Strategic HR Business Partner – IT, Marketing & Finance
 - **Sarah Jane Tasker**, Strategic HR Business Partner – Operations, Legal, Risk & P&D
 - **Stevie Lee Smith**, HR Advisor – Member Services & Distribution

Please be assured that we are committed to ensuring our employees are paid correctly and will work with you to address any concerns.

What happens next?

The Enterprise Agreement is still being independently assessed by the **Fair Work Commission**, which we expect to take approximately **4 weeks**. We will **update you again** once this process has been completed.

For further information or if you have any questions, please visit our [Enterprise Agreement intranet page](#) or alternatively contact our People & Development team.