

AG836367 PR950973

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ Agreement with organisations of employees (Division 2)

Australian Administration Services Pty Ltd

and

Finance Sector Union of Australia
(AG2004/6771)

AAS ENTERPRISE AGREEMENT

Insurance industry

COMMISSIONER RAFFAELLI

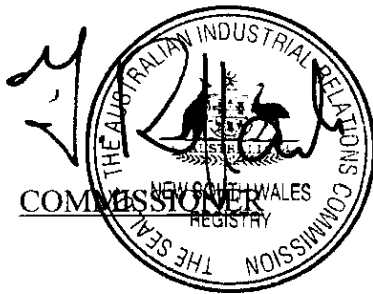
SYDNEY, 18 AUGUST 2004

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 18 August 2004 and shall remain in force until 17 August 2006.

BY THE COMMISSION:



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AAS

Enterprise Agreement

2004

1 STANDARD PROVISIONS 5

1.1	TITLE	5
1.2	WHO THIS AGREEMENT APPLIES TO	5
1.3	WHEN THIS AGREEMENT APPLIES	5
1.4	RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS	5
1.5	NO EXTRA CLAIMS	5
1.6	RESERVE ITEMS	5

2 REMUNERATION AND THE PERFORMANCE MANAGEMENT CYCLE 6

2.1	DEFINITIONS	6
2.2	JOB CLASSIFICATION STRUCTURE	6
2.3	SETTING OF TARGETS AND OBJECTIVES – PERFORMANCE AGREEMENTS	7
2.4	PERFORMANCE APPRAISAL	8
2.5	REVIEW OF THE PERFORMANCE MANAGEMENT SYSTEM	8
2.6	REMUNERATION REVIEW PROCESS	8
2.7	ANALYSING PAY REVIEW OUTCOMES	9
2.8	PROMOTION	9
2.9	BONUS SCHEME	9
2.10	PAYMENT	9
2.11	GRIEVANCE PROCEDURES	9

3 BENEFITS 10

3.1	HIGHER DUTIES ALLOWANCE	10
3.2	MEAL MONEY	10
3.3	SUPERANNUATION	10
3.4	INTERSTATE TRANSFER - HOME VISITS	10
3.5	TRAVEL	11
3.6	CAR ALLOWANCE	11

4 HOURS OF WORK 12

4.1	GUIDING PRINCIPLES ON SETTING HOURS OF WORK	12
4.2	ORDINARY HOURS	12
4.3	SCHEDULING OF HOURS	13
4.4	AGREED SCHEDULE	13
4.5	CORE HOURS	13
4.6	NON CORE HOURS	13
4.7	NIGHT WORK	13
4.8	NIGHT WORK PAYMENT	15
4.9	PAYMENT FOR NON CORE HOURS/NIGHT WORK WHILE ON LEAVE	15
4.10	WORKING WEEK	15
4.11	MEAL BREAKS	15
4.12	OVERTIME	15
4.13	CREDIT AND DEBIT TIME	16
4.14	MINIMUM BREAK BETWEEN WORKING DAYS	17
4.15	RECALL TO WORK	17
4.16	PART TIME EMPLOYMENT	17
4.17	CASUAL EMPLOYMENT	18

5 FLEXIBLE WORK PRACTICES 19

5.1 WORKING FROM HOME 19
5.2 JOB SHARING 19

6 LEAVE 20

6.1 ANNUAL LEAVE 20
6.2 SICK LEAVE 20
6.3 FAMILY LEAVE 21
6.4 PERSONAL EMERGENCY LEAVE 21
6.5 LONG SERVICE LEAVE 22
6.6 PUBLIC HOLIDAYS 22
6.7 PARENTAL LEAVE 24
6.8 ADOPTION LEAVE 25
6.9 DECLARATIONS AND NOTICE PERIODS FOR PARENTAL AND ADOPTION LEAVE 25
6.10 EMPLOYMENT RELATIONSHIP 26
6.11 RETURN TO WORK 26
6.12 REPLACEMENT EMPLOYEES 26
6.13 PARENTAL LEAVE AND PART-TIME WORK 26
6.14 OTHER LEAVE 27
6.15 TRANSFER TO SAFE DUTIES 27
6.16 SPECIAL MATERNITY LEAVE 27

7 TERMS OF EMPLOYMENT 28

7.1 LEVEL 4 EMPLOYEES AND CHOICE OF AWARD OR MANAGEMENT TERMS OF EMPLOYMENT 28
7.2 PROBATION 28
7.3 CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT 28
7.4 COPYRIGHT 29

8 TRANSMISSION OF BUSINESS 30

9 CONSULTATION, FSU RIGHT OF ENTRY AND DISPUTE RESOLUTION 31

9.1 CONSULTATION WITH AAS EMPLOYEES AND FSU 31
9.2 FSU RIGHT OF ENTRY 31
9.3 FSU ACTIVITIES 31
9.4 DISPUTE/GRIEVANCE RESOLUTION PROCEDURE 31

10 WORK PERFORMANCE IMPROVEMENT 33

**11 OCCUPATIONAL HEALTH AND SAFETY AND WORKERS COMPENSATION
MAKE-UP PAY 34**

12 TERMINATION OF EMPLOYMENT 35

12.1	NOTICE OF TERMINATION BY EMPLOYEES	35
12.2	NOTICE OF TERMINATION BY AAS	35

13 BUSINESS RESTRUCTURING AND SECURITY OF EMPLOYMENT **36**

13.1	REDUNDANCY, RETRENCHMENT AND REDEPLOYMENT	36
13.2	RETRENCHMENT DEFINITION	37
13.3	SEVERANCE PAYMENTS & PAYMENT IN LIEU OF NOTICE	37
13.4	OFFSET	38

14 SPECIAL CONDITIONS **39**

14.1	ONCE OFF PAYMENT	39
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15 SIGNATORIES **40**

1 Standard Provisions

1.1 Title

This Agreement is to be known as the AAS Enterprise Agreement

1.2 Who this Agreement applies to

The parties to this agreement are Australian Administration Services Pty Ltd (AAS) and the Finance Sector Union of Australia (FSU).

It shall apply to all employees of AAS who are employed in conditions classified as Level 1 to 4 under this Agreement. Employees who have accepted management terms will be covered only by Section 2 if applicable, Section 13 and the Dispute Resolution Procedure in clause 9.4.

1.3 When this Agreement applies

It applies from the day it is certified by the Australian Industrial Relations Commission.

Its nominal expiry day will be 2 years from the day of certification.

1.4 Relationship with other Awards and Agreements

This Agreement replaces and supersedes the AMP/GIO Enterprise Agreement 2000 and all previous agreements between the parties. This Agreement should be read in conjunction with the Insurance Industry Award 1998, provided that where there is inconsistency between the Award and this Agreement, the Agreement will prevail to the extent of the inconsistency.

1.5 No extra claims

The parties acknowledge that this Agreement settles all claims and is exhaustive of the terms and conditions of employment of the employees to whom it applies and agree that they will not engage in the pursuit of any extra claims during the term of this Agreement, subject to Clause 1.6

1.6 Reserve Items

AAS and the FSU each reserve the right to raise the following reserve items over the life of this Agreement:

- A review of the current performance management system
- A review of the current job families and job levels

2 Remuneration and the Performance Management Cycle

AAS is committed to the development of a performance management and remuneration system, which demonstrates fairness and equity and appropriately rewards staff for their efforts. Remuneration Reviews will be based on individual and business performance.

2.1 Definitions

2.1.1 Fixed Pay Package (FPP)

FPP is defined as follows: cash component, the cost of other remuneration benefits selected by the employee, and the cost of fringe benefits tax applicable to such benefits. Non-cash benefits available (eg. parking) within a FPP may be varied from time to time. Where combined the cost of salary and these non-cash benefits in the package is less than the employee's agreed FPP, the remainder is known as package residue and is paid as a cash benefit.

FPP incorporates annual leave loading of 17.5%.

Following remuneration review each year, employees will be provided with an Annual Remuneration Package statement detailing their package components.

2.1.2 Job Family

Job Family: a group of jobs, which are, very broadly, in the same job market with similar skills, knowledge and experience.

2.1.3 Market Pay Range

Market Pay Range: is the range of FPP which are typically paid in the market for a particular job family and level. These market ranges will be determined by market research each year prior to remuneration review.

2.2 Job Classification Structure

This table sets out the classification of jobs and minimum FPPs that apply to jobs within Levels 1 to 4 of the AAS job classification structure. Job Levels represent the job's "work value" and impact on the organisation based on an assessment of the skill and responsibility required to do the job.

Level	Typical Job Types	Agreement Minimum
1.	<ul style="list-style-type: none"> ◆ Trainee with very little or no vocational training and/or work experience (eg. recent school leaver); 	N/A
2.	<ul style="list-style-type: none"> ◆ Clerical/Service support, usually requiring some prior work experience; ◆ Trainee within a technical stream (eg. part-way through TAFE certificate or associate diploma or substantial industry training program); 	\$28500
3.	<ul style="list-style-type: none"> ◆ Senior Clerical/Service support, usually performing more advanced work of this nature; ◆ Telesales/Internal Sales or Trainee Field Sales; ◆ Technical role usually requiring full qualification at TAFE certificate or associate diploma level or accredited industry training; ◆ Trainee within a professional stream (eg. graduate intake); 	\$33333
4.	<ul style="list-style-type: none"> ◆ Professional – occupation requiring an undergraduate degree; ◆ Team Leader/First Line Supervisor of small team outside professional stream; ◆ Field Sales/Account Manager; ◆ Senior Technical, usually performing more advanced work of this nature; ◆ Project Manager of small project of limited/moderate complexity; 	\$42367

Award employees may lodge a grievance under the Dispute Resolution Procedure in Clause 9.4 of this Agreement against the level attributed to their job using this evaluation system.

2.2.1 Review of Job Families and Levels

AAS undertake to review the job family categories and the associated remuneration ranges during the life of this agreement. This review will be done with the FSU.

2.3 Setting of Targets and Objectives – Performance Agreements

AAS recognises the need for targets and objectives to be fairly and equitably set and agreed to by employees. An individual's targets and objectives must be reasonable and achievable and are recorded in their performance agreement. Performance Agreements should be negotiated between new employees and their direct manager immediately upon commencement. Existing employees should reconfirm their performance agreements and revise where necessary after each performance appraisal, at a minimum.

2.4 Performance Appraisal

Employees will have their performance appraised at 6 monthly intervals and given a performance score and capability rating using the prescribed appraisal format. If, at the time of the performance appraisal, the employee has not had a performance agreement for at least the past six months, they should be asked to document what they have achieved during the period under review in a Statement of Achievements.

2.5 Review of the Performance Management System

During the life of this agreement the current performance management system will be reviewed by AAS in conjunction with the FSU.

2.6 Remuneration Review Process

Remuneration is reviewed annually in July. AAS will consult with the FSU in determining appropriate markets, gathering market survey data and interpreting that data.

2.6.1 Guaranteed Increase

As part of the annual remuneration review, employees who have been employed for at least 3 months before the review is paid, and have been rated as Capable (contribution is at the level of someone who has demonstrated all of the capabilities needed at this level or in this role; no significant development is required; meets all benchmark expectations) or better will receive the lesser of CPI (calculated using the Weighted Average of Eight Capital Cities Index from April to April) or 2%.

Those employees who have been employed for less than 3 months at that date will receive their increase on successful completion of the 3 month probation period

2.6.2 Performance Based Increase

Dependent on business performance, employees may be entitled to a further performance based increase.

2.6.2.1 Guidelines for performance based increase

Dependent on business performance, managers will receive a pay review budget to allocate amongst their direct reports.

Preference for performance increases should only be to those employees rated as Capable

Managers should determine an appropriate point within the Market ranges for an employee based on their capability level and when distributing the performance increase pool, preference should also be given to those employees whose FPPs are furthest below their appropriate point in the Market Range.

Employees will not have their FPP reduced as a result of the remuneration review.

When managers communicate the results of the performance increase review, they will also explain their reasoning to the employee. Any employee not happy with the outcome of their

review can raise this as a grievance under the Dispute Resolution Procedure in Clause 9.4 of this agreement.

2.7 Analysing Pay Review Outcomes

AAS will conduct analyses after each annual pay review to ensure (and rectify if appropriate), that the aggregate expenditure on fixed pay increases complies with the obligations under this Agreement.

2.8 Promotion

When an employee is promoted the employee's minimum rate of pay will be the minimum existing in the Level to which he or she is promoted. FPP will not be reduced when the employee's existing FPP is greater than the minimum of the new level.

2.9 Bonus Scheme

Employees will be entitled to participate in an annual Bonus scheme. Bonus payments will be allocated based on individual and/or team-based performance outcomes from bonus pools which are determined by business performance.

2.10 Payment

All employees will have their salaries paid fortnightly into a nominated financial institution account.

Where an employee is absent from duty without reasonable cause, AAS may deduct salary equal to the period of absence.

2.11 Grievance Procedures

An employee may lodge a grievance relating to the remuneration or performance review process using the Grievance Procedure as set out in clause 9.4.

3 Benefits

3.1 Higher Duties Allowance

Employees who act in a higher level position for at least 10 consecutive working days will receive payment at the minimum FPP for that position. Higher duties will be paid for the period that an employee acts in the higher level position. This will be reviewed at the 4 month mark.

Should the employee already be paid at or above the minimum for the next level a suitable salary level, recognising the additional responsibility, will be negotiated between the employee and the manager.

3.2 Meal Money

Where an employee works overtime for a minimum of one and a half hours the employee is entitled to meal money of \$11.59

The amount to be paid to as Meal Money will be indexed annually by the Meals Out and Take Away Food (Weighted Capital Cities) Consumer Price Index. The amount will be increased each year within one month of the December to December index figure becoming available.

3.3 Superannuation

In addition to your FPP, AAS will make superannuation contributions for you which will be no less than the minimum statutory requirement (which is currently 9%). The current level of AAS's contribution on your behalf is 10.5% of your FPP.

Employees may elect to put their superannuation contributions and rollover amounts (subject to legislation) into one of a suite of funds endorsed by AAS.

Currently these are:

CustomSuper – this will remain as the default option
Acumen
ARF
Intrust
Tasplan
CARE

This list may be modified at AAS's discretion.

AAS will only pay into 1 fund per employee and changes to that choice of fund may only be made once a year.

3.4 Interstate Transfer - Home Visits

Employees transferred interstate at AAS' request including the situation where an employee applies for and is appointed to an interstate position, will be provided with air travel for themselves and their immediate family to visit their home state once each year (from the date of transfer) for a maximum of three visits.

3.5 Travel

AAS will meet fair and reasonable business and travel expenses to cover fares and accommodation, meals and out-of-pocket expenses such as telephone calls home, to sustain a comfortable standard and convenient schedule whilst away from home on AAS business, in accordance with AAS guidelines and policy. Where an employee is required to work at a location other than the employee's normal place of work, AAS will reimburse the employee for any travel costs in addition to those which would normally be incurred by the employee travelling to and from work.

3.6 Car Allowance

Employees who are approved to use their own car in the course of AAS business (including work at a location other than an employee's usual place of work), will be reimbursed by AAS in line with the applicable tax office scales for kilometre reimbursement

4 Hours of Work

4.1 Guiding Principles on Setting Hours of Work

The parties agree that in order for AAS to be competitive and to meet changing circumstances the Company needs flexibility in its staffing arrangements. There is a need to seek a balance between the operational requirements of the business, the needs of customers and the needs of the employees. This is a shared responsibility and the issues will be approached cooperatively.

Consultation - Predictability of working hours is important for employees with family, elder care or personal commitments outside of work. Where there is a business need managers may seek to change the schedule of hours or days of employees. They will need to consult with the employees affected and give reasonable notice of the proposed change.

Staffing

- a) During the term of this Agreement, AAS will continue to develop and regularly review its staffing methodologies to ensure that they are consistently applied and remain current. AAS is committed to fully staffing workplaces in accordance with appropriate staffing methodologies, ensuring that managers are trained in the effective use of appropriate tools and techniques for scheduling staff and hours.
- b) AAS acknowledges that unpaid overtime prevents proper assessment of staffing and relief levels. AAS in consultation with the FSU will implement and resource a strategy to eliminate unpaid overtime.
- c) AAS undertakes to provide the FSU, when requested but not more frequently than half yearly, with information in regard to:
 - i) Staffing complements by business unit to facilitate an understanding of AAS's deployment of staff in line with staffing methodologies.
 - ii) Overtime worked and credit time worked in excess of 15 hrs per 8 week cycle by business unit to facilitate an understanding of hours worked against staffing compliments in AAS.
- d) Where any problem with regard to staffing levels is identified by the FSU, this problem will be drawn to the attention of the appropriate representative of AAS who will assess and rectify the matter.
- e) AAS will consult with the FSU regarding restructures or change programs which may impact upon future staffing and relief levels.

Travel to and From Work – Managers will exercise judgement in consultation with their employees and take whatever steps are necessary to ensure safety risks are minimised as much as possible. Where an employee is required to commence or finish work outside core hours, arrangements will be made to ensure safety risks are minimised.

4.2 Ordinary Hours

Full time employee's ordinary hours of work will be 37.5 hours per week, exclusive of their meal time.

Part time employee's ordinary hours of work are less than 37.5 hours per week. Part time work will not be less than 4 hours per day, but an employee may agree voluntarily to work less hours per day.

4.3 Scheduling of Hours

Managers are responsible for the scheduling of hours in each business area and will do this in consultation with their employees, taking into account,

- a) The provision of service;
- b) the work of the department; and
- c) the personal circumstances of the employees, including family responsibilities.

The hours of work for individual employees will be determined in consultation with their manager, taking into account the points above. In the interests of efficiency and good management, it is expected individual schedules will be altered infrequently.

Any disputes regarding proposed changes to individual schedules will be dealt with in accordance with the Dispute Resolution Procedure set out in this Agreement. In the case of a dispute, no change to working schedules will occur until the Dispute Resolution Procedure is complete.

4.4 Agreed Schedule

Full time employees may agree with their manager to work ordinary hours over an 8 week cycle as follows:

- a) No more than 12 hours may be scheduled on a day
- b) No more than 50 hours may be scheduled over any 5 consecutive day period
- c) Scheduled hours must be within the applicable span.

4.5 Core Hours

AAS's core hours of work will be 7:00 am to 8.00 pm, Monday to Friday.

4.6 Non Core Hours

Employees may make themselves available to work scheduled hours outside of the core hours of work. Employment under this term will be provided on a voluntary offer and acceptance basis and consultation of the FSU will be made.

Before an employee agrees to work voluntary non-core hours, he or she will be provided with an indicative roster of hours.

The non core span of hours will be 7:00 am to midnight, Monday to Friday.

The following loadings will apply to employees' normal hourly rates for non-core hour work

DAY	7.00am - 8.00 pm	8.00 pm - Midnight
Monday to Friday	0%	25%
Saturday	25%	100%
Sunday	75%	100%

4.7 Night Work

Employees may voluntarily agree, in writing, to make themselves available for night work. Night Work hours will be from 8.00 pm to 6.00 am.

AAS Enterprise Agreement

Before an employee agrees to voluntary night work, he or she will be provided with an indicative roster of hours.

Night work will not be introduced unless satisfactory rostering, travel, and equalisation of public holiday arrangements are first agreed with the FSU (such agreement will not be unreasonably withheld).

Night work is scheduled work (not overtime) performed at any time of the day or week. All overtime for employees who have agreed to perform night work will be at the rate of double time.

4.8 Night Work Payment

The following loadings will apply to employees' normal hourly rates for night work

DAY	7.00am - 8.00 pm	8.00 pm - Midnight	Midnight - 7.00 am
Monday to Thursday	0%	35%	50% (Tuesday to Friday morning inclusive)
Friday	0%	35%	100% (Saturday morning)
Saturday	50%	100%	100% (Sunday morning)
Sunday and Public Holidays	100%	100%	50% (Monday morning)

4.9 Payment for Non Core Hours/Night Work while on leave

Non Core Hour and Night work employees on annual leave and paid sick leave will continue to receive the loadings to their ordinary time rate of pay that they would have received, based on typical rosters, had they been working.

4.10 Working Week

Employees working core hours will work up to five consecutive days between Monday and Friday.

Employees working Non-core hours may have hours scheduled up to five consecutive days between Monday and Sunday.

All employees will be guaranteed two consecutive days off in any seven day period. Where these days off are other than a Saturday and Sunday, these will be an employee's 'notional weekend'. For example, where an employee's normal working week is Tuesday to Saturday, the employee's notional weekend will be Sunday and Monday.

4.11 Meal Breaks

Employees are entitled to an unpaid meal break of between 30 minutes to one hour after working continuously for five hours.

Employees are also entitled to one paid break in the morning and afternoon. These breaks must not exceed 15 minutes, must be separate to the main meal break and are non-cumulative.

Depending on their agreed schedule of hours part-timers may not be entitled to 2 breaks per day.

4.12 Overtime

Employees may be required to work additional hours from time to time where business needs dictate. Overtime is work in addition to the employee's normal scheduled hours, which is approved as overtime by the employee's manager.

An employee may be required to work reasonable overtime.

4.12.1 Payment for overtime

Overtime payments will be made within 14 days of the end of the pay period in which the overtime is worked.

4.12.2 Core Hour Overtime Rates

Employees working Core Hours will be entitled to additional payment at the rate of:

- i. Time and a half for the first three hours of overtime
- ii. Double time for the hours after the first three hours of overtime
- iii. Double time for all overtime on a Saturday and/or Sunday, subject to a minimum payment of four hours at double time
- iv. Double time for all overtime on statutory holidays or gazetted bank holidays (in addition to the payment the employee would normally receive for that day), subject to a minimum payment of four hours at double time

4.12.3 Non Core Hour Overtime Rates

Employees working Non-Core hours will be entitled to additional payment for time worked at the applicable loading or at the following penalty rates (whichever is the higher):

- i. Time and a half for the first three hours of overtime
- ii. Double time for the hours after the first three hours of overtime
- iii. Double time for all overtime on a Sunday
- iv. Double time for all overtime on statutory holidays or gazetted bank holidays (in addition to the payment the employee would normally receive for that day), subject to a minimum payment of four hours at double time
- v. Double time for all time worked on any day on which the employee is not scheduled to work subject to a minimum payment of four hours at double time

4.12.4 Night Work Overtime Rates

"Night Work" will be entitled to additional payment at the rate of:

- i. Double time (with a minimum payment of four hours at double time for all time worked on any day on which the employee is not normally scheduled to work)
- ii. Double time for all overtime on statutory holidays or gazetted bank holidays (in addition to the payment the employee would normally receive for that day), subject to a minimum payment of four hours at double time

OR

Employee's elect at the time to take time off in lieu (at ordinary rates) if the overtime was worked within the applicable span of hours (Note: an employee can convert such time back to paid overtime and receive payment if this election is within 8 weeks of the overtime being worked).

4.13 Credit and Debit time

The credit time/debit time system is designed to provide employees with the opportunity to manage their hours of work flexibly. Credit time is not a substitute for overtime and employees cannot be directed to work credit time.

When an employee elects to perform work beyond their scheduled hours (as agreed with their manager), which is not approved as overtime, the employee will be entitled to credit time. If an employee works less than his or her scheduled hours, this is debit time. Accrual of credit/debit time must have prior management approval and scheduled time off will be taken at a mutually agreed time by the employee and the manager.

An employee should have a maximum of 15 hours debit or credit time at any one time. Credit time in excess of 15 hours at the end of an 8 week cycle can be paid out at single time.

AAS at it's discretion, can review the amount of credit/debit time that an employee accrues and where necessary can schedule an employees hours, or review workload issues, to ensure excessive amounts of credit/debit time are managed within this 15 hour benchmark.

If an employee is directed to work on what has been previously arranged as an agreed day or half-day off, normally an alternative day or half day will be arranged.

If an employee is sick on an agreed day or half-day off, that day can be taken as sick leave rather than agreed time off if the employee provides a doctor's certificate.

All accumulated credit time will be paid out at single rates if an employee is retrenched.

Debit time accrues when time off is taken and there is no credit time accumulated. Debit time accumulated and carried forward from one period must normally be worked off in the next period.

4.14 Minimum Break between working days

Employees must have a break of at least ten hours between finishing work on one day or shift and starting the next day or shift. Employees who are directed to start before this ten hour period has elapsed will be paid double time for any hours worked until a ten hour break has been taken.

An employee will not lose any pay if having the ten hours off duty causes him/her to miss working time that would normally be worked. Employees who are directed to commence work after 9.00 am the following day in order to provide a ten hour break will be paid double time for all hours worked after 5.00pm on that day.

4.15 Recall to work

Employees who are unexpectedly recalled back to work after departure will receive double time for:

- a) all hours worked; plus
- b) one hour for travel

(subject to a minimum payment of four hours at double time).

Employees will also be reimbursed for any reasonable travel expenses when called back to work.

4.16 Part Time Employment

A part time employee is an employee who is contracted to work less than 37.5 hours per week. Part-time work will not be less than 4 hours per day.

Permanent part-time employees are entitled to all Enterprise Agreement and non-Enterprise Agreement benefits and where appropriate on a pro-rata basis. Permanent part-time employees are entitled to equal access to all training, promotional opportunity and performance based pay.

Part-time employees who work extra hours over and above their scheduled hours of work will be paid overtime or can accrue credit time depending on the circumstances. It is not intended that part-time employees regularly work beyond the ordinary scheduled hours.

Where a permanent part-time employee's usual day of work falls on a public holiday, the employee will be paid their normal pay for that day.

A full-time employee who converts to part-time employment or vice versa will transfer all accrued entitlements and their employment will be deemed to be continuous. A full-time employee who requests part-time work which is agreed to by AAS, may revert to full-time employment on a specified future date by agreement in writing.

AAS and the FSU are committed to ensuring that opportunities exist to provide part-time employees with challenging work on the same basis which applies to full-time employees.

4.17 Casual Employment

From time to time employment may be offered on a casual basis.

Casual employees do not work set hours from week to week, employment should be for a short duration and should not exceed 3 months. Employees may be employed for a longer period than three months where there is no regular or systematic pattern to the hours of work.

Casual employees receive a 20% loading on the ordinary time rate for the level of work to be performed. The 20% loading is in lieu of all paid leave entitlements (except long service leave). These include; annual leave, sick leave and public holidays.

Casuals receive overtime at the rate of time and half for the first 3 hours and double time thereafter for time worked:

- In excess of ten hours in a single day
- In excess of 37.5 hours per week
- Outside the applicable span of hours

Double time is paid for all worked on weekends and Public Holidays

5 Flexible Work Practices

5.1 Working From Home

Employees may apply to Work from Home for a set period of time where it meets the needs of the business and the employee. Such application must be in writing to Human Resources with the endorsement of the business unit manager.

In assessing such applications, AAS will consider:

- a) The nature and confidentiality of the work performed and its suitability to be performed in the home environment
- b) The employees performance and how it will be assessed while working from home. For an employee to be allowed to work from home they must be performing at a level of Achieved
- c) Equipment required and the cost
- d) Effect on work socialisation
- e) Impact of the arrangement on the domestic situation of the employee
- f) OH&S issues

5.2 Job Sharing

Job Sharing is a voluntary arrangement where 2 employees share the duties of a full time position.

The job sharers and managers will determine how the hours are to be split. The agreed hours of the job sharers can only be changed with the mutual consent of both job sharers and AAS. In order to facilitate communication and continuity between the 2 job sharers, the agreed hours should include time for mutual discussion.

In the case of a short-term casual absence such as sick leave of the job sharer's partner, the remaining job sharer may volunteer to relieve.

In the case of planned or structured absence, should leave be taken separately, the remaining job sharer may volunteer to relieve and be paid at the single time rate for the period in which they relieve.

An individual job sharer may indicate their intention to terminate a job sharing arrangement on the giving of four weeks' notice in writing to AAS. In this four week notice period, AAS and the employee will attempt to find a suitable replacement person to job share. Where this cannot be found in this time, the remaining job sharer is to assume all work and hours of the position permanently, or until such time as a suitable replacement can be found.

In instances where the remaining job holder is unable to assume the responsibilities on a permanent basis, AAS will provide temporary assistance of not longer than four weeks. During this period of time, AAS will attempt to redeploy the remaining job-sharer to a permanent part-time position.

Job sharers receive pro rata pay and conditions where appropriate.

6 Leave

6.1 Annual Leave

- a) An employee is entitled to 20 days' leave on full pay each year
- b) "Full pay" in this clause means the amount of actual (cash component) pay the employee would have received for the work which would have been performed in ordinary hours had the employee not been on leave during the relevant period.
- c) An employee engaged in voluntary non-core hours and/or night work is entitled to an additional five days annual leave per year if the employee works more than five Sundays during that year.
- d) An employee is entitled to an extra days leave if a public holiday occurs during annual leave.
- e) An employee who leaves AAS will receive all accrued annual leave entitlements up to the date of departure based on FPP. Should any monies be outstanding on the employee's last day then AAS is entitled to deduct the amount from such accrued leave.

6.1.1 Cash out of Annual Leave

Following ratification of this agreement, employees will have a time period of 8 weeks in which to elect to cash out some or all of their Annual Leave entitlement which is in excess of 20 days.

An amount of leave equal to that which is cashed out must be booked during the next 12 months.

6.2 Sick Leave

6.2.1 Pre Ratification Entitlements

Entitlements for employees who are employed, or have been offered employment, prior to the ratification of this agreement

Sick leave is leave for an employee who is unable to perform their duties on account of illness or injury not covered by Workers' Compensation or Total Temporary Disablement.

- a) Employees are entitled to 15 days sick leave per year of service. Employees are able to accrue untaken leave of up to 15 days per year for the first 5 years of service and up to 10 days thereafter.
- b) AAS may require a medical certificate when
 - i) An employee is absent for more than two (2) consecutive days,
 - ii) When sick leave precedes or follows a weekend or statutory holiday or leave
 - iii) Sick leave taken in a calendar year exceeds 6 daysIf a medical certificate is reasonably requested, and not provided on these occasions, then the leave will be unpaid.
- b) An employee will be paid for sick leave taken at the rate of pay they would normally receive on that day, had they not been sick.

6.2.2 Post Ratification Entitlements

Entitlements for employees who are offered employment after the ratification of this agreement

Sick leave is leave for an employee who is unable to perform their duties on account of illness or injury not covered by Workers' Compensation or Total Temporary Disablement.

- a) Employees are entitled to 10 days sick leave per year of service. Employees are able to accrue untaken leave
- b) AAS may require a medical certificate when
 - i) An employee is absent for more than two (2) consecutive days,
 - ii) When sick leave precedes or follows a weekend or statutory holiday or leave
 - iii) Sick leave taken in a calendar year exceeds 6 days

If a medical certificate is reasonably requested, and not provided on these occasions, then the leave will be unpaid.

- b) An employee will be paid for sick leave taken at the rate of pay they would normally receive on that day, had they not been sick.

6.3 Family Leave

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support will be entitled to use their sick leave entitlement for absences to provide care and support for such persons when they are ill.

The employee will establish by production of a Medical Certificate or Statutory Declaration, the illness of the person concerned.

The term immediate family includes:

- a) A spouse (including a former spouse, a de facto spouse living with the employee on a bona fide domestic basis and a former de facto spouse) of the employee
- b) A child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

It is agreed that Personal Emergency Leave must be exhausted before an application for family leave is made.

6.3.1 Unpaid Leave for Family Purposes

An employee may elect, with AAS' consent to take unpaid leave for the purpose of providing care to a family member who is ill.

6.3.2 Annual Leave for Family Purposes

Notwithstanding the provision of this clause, an employee may elect, with AAS's consent, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

6.4 Personal Emergency Leave

AAS may grant paid leave where an employee is unable to attend work because of an emergency. Such emergencies will include:

- i) The death of a close relative or friend;

- ii) Illness of a child, partner or parent, or other dependent of the employee; absence of a child's carer, or unforeseen closure of a child's school;
 - iii) other such unforeseen occasions considered appropriate at the discretion of the manager.
- a) The total amount of paid leave which will be five days per annum and will not accumulate from year to year. Additional personal emergency leave may be available at management discretion.
 - b) This leave can be taken in two hour blocks.
 - c) It is agreed that an employee will exhaust this leave before an application for leave is made under Family Leave.
 - d) This application will be granted at the discretion of the manager.

6.5 Long Service Leave

Employees will be entitled to long service leave after 10 years continuous service and/or as defined by the applicable state legislation where that state legislation is more favourable than this clause.

- a) Employees with 10 or more years of continuous service receive an entitlement of 1 week of leave for each completed year of service.
- b) Employees with 20 or more years of continuous service receive an entitlement of 1.3 weeks of leave for each completed year of service (calculated over the whole period of service).
- c) Ex SA&A employees who were employed by SA & A prior to 25 July 1994, and transferred to AAS as a result of the purchase of SA & A by AAS, will accrue Long Service Leave at the rate of 1.3 weeks per year of service.

Long service leave should be taken at a time that is convenient to both the employee and AAS and it should be taken in one continuous period (at least 4 weeks), unless agreement is reached between the employee and manager that the leave be taken in separate periods.

6.5.1 Payment whilst on Long Service Leave

An employee will be paid for long service leave at the rate of pay they would normally receive on that day, had they not been on Long Service Leave.

6.5.2 Payment in lieu of Long Service Leave

Upon cessation of employment AAS employees will be entitled to pro-rata payment-in-lieu of Long Service Leave

- a) After 5 years of completed service in the case of retrenchment,
- b) After 10 years of completed service in the case of voluntary departures.

6.6 Public Holidays

Employees are entitled to the following public holidays

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day.

6.6.1 State or local public holidays

In addition to the public holidays listed above the following days are observed as holidays

- i) Australian Capital Territory: August Bank Holiday
- ii) New South Wales: August Bank Holiday
- iii) Northern Territory: Picnic Day
- iv) Queensland: Brisbane Royal National Show Day
- v) South Australia: Adelaide Cup Day
- vi) Tasmania: Easter Bank Holiday
- vii) Victoria: Melbourne Cup Day
- viii) West Australia: Foundation Day

6.6.2 Payment for public holidays

Employees will receive their normal rate of pay for statutory public holidays or gazetted bank holidays where these fall on a normal work day, whether the employee is required to work on that day or not.

In addition to any entitlement to payment under this clause, an employee who works on a public holiday will be entitled, at the employee's election, to

- a) Double time for four hours or the time actually worked, whichever is the greater; or
- b) A day off in lieu to be taken at a time agreed between the manager and the employee.

6.7 Parental Leave

To be eligible for parental leave an employee must be the primary care giver of the child and have had at least 12 months continuous service with AAS before commencing the parental leave.

The total amount of parental leave available is 52 weeks. This amount is reduced by any parental leave taken by the employee's spouse to be primary carer (including a de facto or former spouse) in connection with the same child.

Maternity or Paternity Leave is available up to the child's first birthday and adoption leave is only available up to one year after the placement of the child.

Maternity, paternity or adoption leave must be taken in one unbroken period unless otherwise agreed between the employee and the employee's manager (e.g. two days leave per week and three days work might be agreed).

6.7.1 Paid Parental Leave

6 weeks paid parental leave is available to the primary carer of the child.

1 weeks paid leave to be joint carer for the child from the date of birth or adoption or from the date the child first comes to the home following the birth.

6.7.2 Unpaid Parental Leave

Employees who have been permanently employed for 12 months or longer with AAS can take Unpaid Parental Leave. This leave can be taken in conjunction with any other paid leave entitlements and the combined limit of all leave is a maximum of 52 weeks.

Unpaid Parental Leave may consist of:

- a) Maternity Leave, available to female employees who become pregnant
- b) Paternity Leave, available to male employees on the birth of a child; or
- c) Adoption Leave, which is available to an employee who is adopting a child under five (who is not a child or step child of the employee or the employees' spouse or a child who has previously lived continuously with the employee for at least six months).

6.8 Adoption Leave

- a) An employee may take adoption leave in:
 - i) One unbroken period of three weeks to be joint carer of the child at the time of placement and a further unbroken period up to 49 weeks to be the primary care giver at a later time; or
 - ii) One unbroken period up to 52 weeks at any time from the date of placement to be the primary care giver.
- b) Except for the three weeks joint carer period referred to in clause 6.8.a) i), an employee cannot take adoption leave at the same time as the employee's spouse.
- c) AAS may at its discretion consider adoption leave to an employee who adopts a child who is over the age of five under special circumstances.

6.9 Declarations and Notice Periods for Parental and Adoption Leave

At least 10 weeks before a proposed period of paternity or maternity leave, the employee must give AAS:

- a) A certificate from a registered medical practitioner stating:
 - i) The name of the spouse; and
 - ii) The anticipated date of confinement.
- b) A Statement stating:
 - i) That the employee is taking the leave to become the primary caregiver for the child; and
 - ii) What period or periods of leave the employee proposes to take; and
 - iii) What periods of leave are planned to be taken by the employees' spouse (including a de-facto and former spouse); and
 - iv) That the employee will not do anything during the leave that is inconsistent with the employees' contract of employment.

In the case of Adoption Leave the employee must provide:

- a) The abovementioned statement:
 - 1. At least 14 days before taking broken period of three weeks leave at the time of placement; or
 - 2. Immediately on deciding to take custody of a relative child, (i.e., a grandchild, brother, sister, nephew or niece) while applying for adoption; or
 - 3. At least eight weeks before taking any other period of leave.
- b) Any notice from an adoption agency, government authority or other appropriate body:
 - i) Indicating the anticipated date of placement; or
 - ii) Confirming that the employee is to have custody of the child pending application for an adoption order.

6.10 Employment Relationship

- a) Absences on parental or special maternity leave do not break the continuity of service of an employee. This provision operates no matter what is said in any Award or other agreement.
- b) An employee may undertake casual employment with AAS while on parental leave. The employment does not alter the employee's contract of employment or affect parental leave entitlements.
- c) An employee may terminate her employment at any time while absent on maternity or special maternity leave by giving notice in accordance with this Agreement.
- d) AAS cannot terminate the employment of an employee because of pregnancy or absence on parental or special maternity leave. However, the other rights of AAS in relation to termination are not affected.
- e) Employees on Parental Leave will be kept informed about developments at AAS. Employees on Parental Leave are encouraged to participate in team meetings and training sessions where appropriate.

6.11 Return To Work

- a) An employee on parental or special maternity leave must confirm in writing the employees' intention to return to full-time work at least four weeks before the leave ends.
- b) The employee is guaranteed:
 - i) Where it exists, the position held immediately prior to going on parental leave; or where the position does not exist;
 - ii) To a position which uses the employee's skills, competencies, and experience and is comparable in pay and status to the position held immediately prior to going on parental leave or being transferred (ie. to a safe role).

6.12 Replacement Employees

- a) AAS must tell any employee it engages, promotes or transfers to replace another employee on parental leave or part-time work:
 - i) The temporary nature of the engagement, promotion or transfer; and
 - ii) the rights of the employee who is replaced.

6.13 Parental Leave and Part-Time Work

- a) If AAS agrees, an employee who is caring for a child may be allowed to work part-time up to the second anniversary of the birth or adoption placement of the child.
- b) The work to be performed need not be the same work as the employee performed full-time before transferring to part-time.
- c) The part-time work may be worked in one or more periods.
- d) A female employee may request to work part-time:
 - i) While she is pregnant if it is necessary or desirable because of the pregnancy;
 - ii) From the seventh week after the birth of the child; or
 - iii) From the date of adoption placement of the child
- e) A male employee may request to work part-time from the date of birth or the date of placement of the child.
- f) An employee must give AAS at least four weeks' notice of their desire to work part-time.
- g) The agreement to work part-time must be set down in writing and be signed by both AAS and the employee. It must set out:
 - i) How many hours are to be worked and when
 - ii) The position classification
 - iii) The period
- h) The agreement may be varied if AAS and the employee agree.

- i) An employee who has transferred to part-time work must be allowed to take any annual leave accrued while working full-time and be paid at the full-time rate in accordance with the annual leave provisions of this Agreement.
- j) An employee who resumes full-time work must be allowed to take any leave accrued while working part-time in accordance with the annual leave provisions of this Agreement. If AAS agrees, the employee may take the leave over a shorter period to receive pay at the employee's current full-time rate.
 - i) Any accumulated sick leave must be converted into hours.
 - ii) When the employee uses any of this sick leave entitlement, whether as a part-time or a full-time employee, it must be debited for the ordinary hours the employee would have worked during the period of sick leave.
- k) An employee on part-time work must give at least four weeks' notice, in writing, of their intention to return to full-time work.
- l) An employee who returns to work after the first period of part-time work is guaranteed:
 - i) Where it exists, the position held immediately prior to commencing part-time work; or
 - ii) Where the position does not exist, a position that uses their skills, competencies and experience and is comparable in pay and status to the position held immediately prior to commencing part-time work

6.14 Other Leave

An employee may take any part of their annual or long service leave to which they are entitled to, in conjunction with parental or special maternity leave. The combined amount of other leave and parental or special maternity leave must not exceed 52 weeks.

6.15 Transfer to Safe Duties

Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with her work make it inadvisable for the employee to continue in their present work, the employee may elect to be transferred to a safe role at the new rates and conditions until the commencement of her maternity leave if AAS considers it practicable.

If it is not practicable, the employee may, or AAS may require her to, take leave for any period certified as necessary by a registered medical practitioner. The leave is treated as part of her maternity leave entitlement.

6.16 Special Maternity Leave

If the employee's pregnancy ends after 28 or more weeks other than by the birth of a living child and the employee has not begun parental leave, then the employee is entitled to:

- a) Unpaid special maternity leave for any period that a registered medical practitioner specifies as necessary before she returns to work; or
- b) For illness other than the normal consequences of confinement – any period of paid sick leave to which she is then entitled and which a registered medical practitioner specifies as necessary before she returns to work. (This sick leave may be taken instead of, or in addition to, special maternity leave).
- c) If the pregnancy ends before 28 weeks then normal sick leave provisions will apply.

7 Terms of Employment

7.1 Level 4 employees and choice of Award or Management Terms of Employment

Existing or new employees in positions which are classified level 4 in accordance with this Agreement, may be offered, at any time, the choice of having their terms and conditions of employment governed by this Agreement or by Management Terms of Employment. Acceptance of this offer will be in writing and entirely voluntary on the part of employees.

Acceptance of Management Terms of Employment will immediately exclude such employees from the provisions of the relevant Award and this Agreement except for Section 2 if applicable, Section 13 and the Dispute Resolution Procedure in clause 9.4 and to avoid any confusion, the employee retains the right to union representation.

Employees who accept the offer of management terms of employment will be guaranteed terms and conditions of employment which are, overall, no less favourable than those available under this Agreement.

Employees who accept Management Terms will not be entitled to the overtime or time-off-in-lieu provisions of this Agreement, but this does not mean that they will be expected to work unreasonably long hours. Generally, when an employee on Management Terms works excessive hours they will agree with their manager on an informal basis, an appropriate arrangement for compensatory time off.

Acceptance of an offer of Management Terms may only be revoked if an existing employee has accepted a position which that employee has not performed before (as a promotion or transfer) on Management Terms and the employee revokes acceptance in writing within 8 weeks of the acceptance. Following revocation of Management Terms, an employee will not be entitled to claim retrospectively for any conditions under this Agreement for the period that the employee was on Management Terms. For the purpose of calculating any bonus paid under this Agreement, an employee who has revoked their acceptance of Management Terms will be treated as though they had been on Agreement terms for the period that they were on Management Terms.

7.2 Probation

All employees, excluding casual employees, shall be on probation for a period of 3 months commencing on the first day of employment with AAS.

During this time the employment contract may be terminated by AAS or the employee, by giving the notice period or pay in lieu of notice.

7.3 Conflict of interest and outside employment

During your employment with AAS you must be free of any influence, interest, investment or association arising as a result of an involvement with suppliers, customers or competitors that may lead to a conflict with the best interests of AAS.

An AAS employee must not engage in any other business or employment without the previous consent of their manager.

7.4 Copyright

All work, product, improvements, discoveries, processes, programs and/or systems developed by you in the performance of your duties while employed by AAS shall be disclosed by employees to AAS and become the sole and absolute property of AAS.

Upon request employees will execute, acknowledge and deliver such assignments, certificates and other documents that AAS may consider necessary or appropriate to vest all rights, titles and interests therein in AAS or its nominee.

8 Transmission of Business

If the business or part of the business of AAS or any of its related bodies corporate is transmitted to another company ("the Transmittee Company"), the following arrangements will apply to any employee of AAS who is employed by the Transmittee Company as a consequence of and concurrent with the transmission:

- a) The employee will retain their terms and conditions of employment; and
- b) The employee's period of continuous service with AAS will count as continuous service with the Transmittee Company; and
- c) The employee will retain their entitlements to all accrued benefits including superannuation, sick leave, annual leave and long service leave.

9 Consultation, FSU Right of Entry and Dispute Resolution

9.1 Consultation with AAS Employees and FSU

AAS will notify its employees and the FSU where it has made a definite decision to introduce significant change to its business operations that is likely to significantly affect its employees. Discussions on proposed changes are to occur as soon as practicable after a definite decision has been made to make the changes. AAS will address with its employees and the FSU any measures to lessen the effect of the changes on employees.

9.2 FSU Right of Entry

AAS will allow full access to its workplaces during working hours to accredited officers of the Finance Sector Union of Australia. Such officers will give reasonable prior advice of such visit(s) and in order not to disrupt the normal business of the workplace will give favourable consideration to reasonable requests of AAS regarding times/days for visits.

9.3 FSU Activities

AAS will continue to work cooperatively with FSU.

9.3.1 FSU Representatives

AAS will allow a reasonable amount of time for FSU Representatives to engage in FSU activities at the workplace. (However, these activities must not unreasonably affect the performance of work). Attendance at off-site union activities will generally be outside of working hours, however up to a minimum of two days paid leave per year for training and other FSU activities may be granted (subject to office convenience). Any additional days are at the discretion of AAS.

9.3.2 Employee Information

AAS will provide the FSU, upon request, with:

- a) The work location of FSU members
- b) Employee numbers by mode of employment, state and gender.

9.4 Dispute/Grievance Resolution Procedure

AAS and the FSU are committed to ensuring that disputes are settled at line management level, where possible Managers and employees at this level should make every effort to find lasting and creative solutions to disputes over working arrangements.

An employee may contact Human Resources or a duly authorised FSU representative or another representative of the employee's choice for assistance, for guidance or to request attendance at meetings, at any stage of the dispute.

The following procedure should be followed to resolve disputes about matters arising under this Agreement:



EMPLOYEE - IMMEDIATE MANAGER

Employee discusses issue with immediate manager. Employee can discuss the issue with next manager if not comfortable in going to immediate manager or human resources ("HR") representative if grievance relates to appointment or promotion.

AAS Enterprise Agreement



COOLING OFF PERIOD

If the issue is not resolved in two days there will be a two day cooling off period



NEXT MANAGER

If the issue is still unresolved, the employee can then raise the matter with the next manager. The parties will then meet, work through the issues and attempt to settle the matter. At this stage the parties should aim to be as frank as possible and disclose all relevant information necessary to enable settlement of the dispute.



HUMAN RESOURCES; EMPLOYEE RELATIONS OR FSU

If the matter is still not resolved the matter may be referred to an appropriate Human Resources Officer, Employee Relations, the FSU or another representative of the employee's choice



AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION (AIRC) OR OTHER AGREED MEDIATOR

If the matter cannot be resolved internally, the matter may be referred to the AIRC or other appropriate tribunal for resolution.

10 Work Performance Improvement

The parties to this Agreement are committed to providing employees with the opportunity to improve their performance where they are not meeting the minimum expectations of their role as set out in their Performance Agreements described in clause 2.3.

The steps for the Work Performance Improvement Procedure are:

Step 1

Where there is evidence that an employee's performance is unsatisfactory, the manager will first investigate whether there are any external factors beyond the employee's control. These factors may include personal circumstances. Where a genuine need for training arises, this will also be addressed by AAS.

Step 2

a) If there are no acceptable reasons for unsatisfactory performance, written notice will be given to the employee:

- Restating the minimum expectations and the agreed objectives of the role;
- Setting a reasonable time-frame to improve performance to meet the minimum expectations of the role
- Stating that the employee is entitled to be represented by the FSU.

Step 3

The performance of the employee will be monitored over the time-frame. Written progress reports, including suggestions as to areas of improvement, will also be given to the employee at fortnightly intervals.

Step 4

- a) AAS will assess the employee's performance at the end of the time-frame and then:
- i) Continue to employ the person where they have met the minimum expectations of the role over the time-frame. AAS will advise the employee that should there be a recurrence of the ongoing unsatisfactory performance in the role within six months (which is not due to external factors beyond the control of the person e.g. family circumstances) then they face the prospect of dismissal; or
 - ii) Where an employee is still not meeting the minimum expectations of the role at the end of the time-frame, AAS can dismiss the employee or may elect to demote the employee to a lower level and adjust salary accordingly. Where demotion occurs, AAS may advise the employee that should there be a recurrence of the unsatisfactory performance within six months whilst in the role that is not due to circumstances beyond their control, this may result in dismissal.

Employees may view any notes directly relating to performance in their employee files. Such material would include counselling notes, performance management reports, etc.

- b) When an employee's performance reaches agreed objectives for two years, the employee may request that all documentation in terms of this clause will be sent to the employee, and the employee will suffer no disadvantage.

11 Occupational Health and Safety and Workers Compensation Make-Up Pay

AAS is committed to providing a healthy and safe work environment for all employees and to provide information, training and supervision for all employees enabling them to work in a safe and healthy manner.

AAS is committed to preventing accidents and work related illness and the provision of occupational rehabilitation to facilitate recovery and early, safe return to work.

An employee who is receiving workers compensation payments is entitled to be paid make-up pay by AAS, representing the difference between the compensation pay and the fortnightly Agreement salary of the employee. This is paid in the employee's normal fortnightly pay.

The liability of AAS to pay make-up pay only commences as at the date of incapacity to which compensation applies and make-up pay is only payable for such time as the employee is employed by AAS receiving a workers compensation payments.

The liability of AAS in this regard may be discharged by another person.

12 Termination of Employment

AAS will not terminate an employee's employment harshly, unjustly or in circumstances that are unreasonable. This will include terminations with or without notice.

12.1 Notice of Termination by Employees

An employee will give notice of termination in writing to AAS as follows.

Period of Continuous Service	Period of Notice
Employees on Award terms less than 5 years service	2 weeks
Employees on Award terms more than 5 years service	4 weeks
Employees on Management terms	4 weeks

If an employees fails to give notice or gives notice less than that required, AAS can forfeit any salary for that period of absence, except where the absence is due to any approved leave entitlements.

12.2 Notice of Termination by AAS

In the event that AAS terminates an employee's employment for reasons other than conduct warranting summary dismissal or where employees have been engaged for a specified period or task, the following notice period will be provided.

Period of Continuous Service	Period of Notice
Award employees employed 3 years or less	2 weeks
Award employees employed 3 years but not more than 5 years	3 weeks
Award employees employed more than 5 years and employees on Management terms	4 weeks

- a) Employees who are over 45 years of age and with two years or more continuous service with AAS are entitled to an additional week's notice.
- b) AAS can elect to provide payment in lieu of notice or a combination of notice and payment in lieu.
- c) The ordinary rate of pay will be used by AAS in calculating any pay in lieu of notice.

13 Business Restructuring and Security of Employment

AAS and FSU recognise that job security is an essential focus for employees particularly during periods of change.

Where a position or positions are to be declared redundant all reasonable efforts will be made to avoid retrenchment through redeployment, retraining, normal employee turnover, and curtailing recruitment. Such measures shall be implemented in a manner that limits additional work demands, overtime and pressure on employees.

When redundancies are occurring AAS will provide in writing to the Union all relevant information about the redundancies including the reasons, the number and categories of employees likely to be affected, the number of employees normally employed and the period over which redeployment and any retrenchments are likely to be carried out.

13.1 Redundancy, Retrenchment and Redeployment

13.1.1 Redundancy definition:

a) A situation where the work being done by an employee (or the major portion of it) is no longer required to be done in that location as a result of re-organisation, restructuring, changed business practice, technological change or down turn in business) a situation where rostered hours being performed by a part-time employee are reduced due to a lessened requirement for the performance of that work in that location as a result of re-organisation, restructuring, changed business practice, technological change or down turn in business.

A position being made redundant does not automatically require the retrenchment of the incumbent.

13.1.2 Redeployment definition

Redeployment means the allocation by AAS of an acceptable alternative position, or acceptance by the employee of a voluntary alternative position.

Redeployment efforts will be assisted by retraining, staff turnover and curtailing recruitment where practicable. In filling vacancies priority will be given to suitably qualified employees whose positions are redundant. In each case of redundancy AAS will make all reasonable efforts to redeploy employees to an acceptable alternative position. Where an acceptable alternative position is not available, AAS will identify voluntary acceptable positions.

13.1.3 Acceptable Alternative Position definition

A position of at least the same level having regard to the relevant award level under clause 2.2 of this Agreement (or classification where a nominated award level does not apply), which does not entail an unreasonable change of duties having regard to the employee's current skills and abilities; and that does not involve a reduction of salary, status or promotional opportunity; and which is in the same location or at another location that is within reasonable commuting distance and which does not entail unreasonable changes in hours both having regard to family and personal commitments, and historical use of public and private transport.

If the employee is offered redeployment to an Acceptable Alternative Position, it is expected that the employee will accept the offer. If, however, the employee declines the offer, the

employee's employment will be terminated as a result of redundancy but no severance payments in accordance with clause 13.2 will be payable.

13.1.4 Voluntary Alternative Position definition

- i) A position at a level lower than an employee's current level, having regard to the relevant award level (or classification where a nominated award level does not apply); or
- ii) A position at the same level having regard to the relevant award level (or classification where a nominated award level does not apply); but which:
 - Entails a significant change in duties which may require different skills and abilities; and/or
 - Involves a reduction of salary, status or promotional opportunity.

An employee offered a Voluntary Alternative Position will be given 2 weeks to accept the offer. Employees accepting a Voluntary Alternative Position are given a 3 month trial period. Should either AAS or the employee find the position unsuitable during this period, then the employee's employment will be terminated without loss of severance entitlements, calculated from the termination date.

Employees salaries will not be reduced should they accept a voluntary acceptable position no more than 1 level lower than their redundant position. Employees accepting a voluntary alternative position 2 or more levels lower than their redundant position may have their salary reduced to the maximum salary in the market range for that position. This reduction will be effective at the completion of the 3 month trial period.

13.2 Retrenchment definition

Retrenchment will mean the termination of employment as a result of redundancy where redeployment to a either a voluntary or acceptable alternative position is not available or retraining appropriate.

13.3 Severance Payments & Payment in Lieu of Notice

13.3.1 Entitlements applying to employees employed prior to the ratification of this agreement

Upon termination through retrenchment, an employee will be paid a severance payment calculated as follows:

- 8 weeks salary in lieu of notice
- 5 weeks salary for the first year of service
- 3 weeks for every other year of service or a pro rata amount for any period of service less than a full year
- Any outstanding statutory entitlements

No employee shall receive upon termination less than 13 weeks salary irrespective of length of service.

In addition to the severance payments an employee who is 45 or more years of age at the date of retrenchment, will receive an additional weeks salary for every year of age or part there of that employee is over 45, up to a maximum additional payment of 10 weeks salary.

The maximum notice and severance payment an employee will receive under this clause will be 104 weeks.

An employee who has transferred from full time to part time employment or vice versa will have their retrenchment payment based pro rata on the actual time worked in each mode using that employee's current salary level.

'Salary' will mean employees FPP.

13.3.2 Entitlements applying to employees employed post the ratification of this agreement

Upon termination through retrenchment, an employee will be paid a severance payment calculated as follows:

- 8 weeks salary in lieu of notice
- 3 weeks for every year of service or a pro rata amount for any period of service less than a full year
- Any outstanding statutory entitlements

No employee shall receive upon termination less than 11 weeks salary irrespective of length of service.

In addition to the severance payments an employee who is 45 or more years of age at the date of retrenchment, will receive an additional weeks salary for every year of age or part there of that employee is over 45, up to a maximum additional payment of 10 weeks salary.

The maximum notice and severance payment an employee will receive under this clause will be 75 weeks.

An employee who has transferred from full time to part time employment or vice versa will have their retrenchment payment based pro rata on the actual time worked in each mode using that employee's current salary level.

'Salary' will mean employees FPP.

13.4 Offset

All severance payments to an employee under this agreement will be offset against any payment in lieu of notice of termination and retrenchment pay, if any, payable to the employee under the employee's award, employment contract or other arrangement.

14 Special Conditions

14.1 Once off Payment

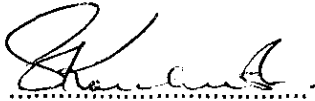
At the date of ratification of this Agreement, all Award employees will receive a 2% increase to their FPP.

Those employees who have been employed for less than 3 months at that date will receive their increase on successful completion of the 3 month probation period

15 Signatories

Executed by the parties as an Agreement:

Signed for and on behalf of
Australian Administration Services Pty Limited

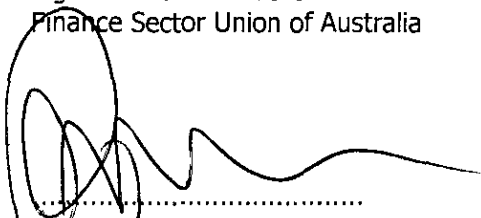


Stuart Korchinski
Managing Director

21 JULY 2004

Date

Signed for and on behalf of
Finance Sector Union of Australia



Paul Schroder
National Secretary

22 JULY 2004

Date