



AMP CAPITAL SHOPPING CENTRES PTY LIMITED ENTERPRISE AGREEMENT 2007

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1 Standard Provisions

1.1 Title

This agreement will be called the “AMP Capital Shopping Centres Enterprise Agreement 2007” (***the Agreement***).

1.2 Parties Bound

The parties to this Agreement are:

- (a) AMP Capital Shopping Centres Pty Limited (***AMP Capital Shopping Centres***); and
- (b) All permanent (including both Full Time and Part Time), Temporary and Casual employees of AMP Capital Shopping Centres who fall within the classifications set out in **clause 2**, “Job Classification Structure and Minimum Pay Rates”.

1.3 Scope

This Agreement applies to all employees of AMP Capital Shopping Centres that are employed in the classifications referred to in **clause 2**, “Job Classification Structure and Minimum Pay Rates”.

1.4 Relationship with other awards and agreements

The Agreement applies to the exclusion of all:

- (a) Industrial Instruments;
- (b) Transitional Industrial Instruments;
- (c) Protected Award Conditions; and/or
- (d) Preserved Award Entitlements

unless provided for in this Agreement.

1.5 Commencement and Duration

This Agreement will commence on the date upon which it is submitted to the Workplace Authority and will have a nominal expiry date of 3 years from this commencement date (***the Term***).

1.6 No Extra Claims

AMP Capital Shopping Centres and the employees covered by this Agreement will not pursue any extra claims or further terms and conditions of employment other than those set out in this Agreement during the Term.

2 Job Classification Structure and Minimum Pay Rates

2.1 Job Classification Table and Rates of Pay

- (a) Subject to the exclusions below, this table sets out the classifications to which this Agreement applies. The **minimum** and **maximum** FPPs applicable to Full Time employees in this Agreement are set out below. However, the amount set out as a maximum amount is indicative only, AMP Capital Shopping Centres may pay a greater FPP than this amount, and employees who currently earn more than this amount will not be affected.

<u>Clerical Employees</u>	
This category includes all employees who are engaged to primarily perform clerical and/or administrative duties, including Secretaries, Personal Assistants, Receptionists, and Administrative Assistants.	
Minimum Fixed Pay Package per annum	Indicative Maximum Fixed Pay Package per annum [AMP Capital Shopping Centres may pay a greater amount]
\$30,000	\$50,000

<u>Accounts Employees</u>	
This category includes all employees who are engaged to primarily perform accounts duties, including Accounts Administrators, Accounts Assistants, Accounts and Administration Assistants, Accounts Payable/Receivable Officers, and Accounts Payable/Receivable Team Leaders.	
Minimum Fixed Pay Package per annum	Indicative Maximum Fixed Pay Package per annum [AMP Capital Shopping Centres may pay a greater amount]
\$34,000	\$55,000

<u>Customer Service Employees</u>	
This category includes all employees who are engaged to primarily perform duties relating to the provision of customer services at shopping centres managed by AMP Capital Shopping Centres, including Customer Service Officers and Customer Service Supervisors.	
Minimum Fixed Pay Package per annum	Indicative Maximum Fixed Pay Package per annum [AMP Capital Shopping Centres may pay a greater amount]

\$30,000	\$40,000
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<u>Operations/Casual Leasing/Marketing Support Employees</u>	
<p>This category includes all employees who are engaged primarily to perform duties relating to the operations, casual leasing, or marketing of shopping centres managed by AMP Capital Shopping Centres, including Operations Co-ordinators, Operations Administrators, Casual Leasing Co-ordinators and Marketing Assistants.</p>	
Minimum Fixed Pay Package per annum	Indicative Maximum Fixed Pay Package per annum [AMP Capital Shopping Centres may pay a greater amount]
\$34,000	\$55,000

The following employees are excluded from the above classifications and the operation of this Agreement:

- (i) Employees at a management or senior management level (but not including supervisors or team leaders who are not part of AMP Capital Shopping Centre's senior management team); and
 - (ii) Executives and employees who are also officers of AMP Capital Shopping Centres.
- (b) AMP Capital Shopping Centres will determine the FPP for each employee within the above parameters by taking into account factors such as qualifications, skill levels, depth of knowledge, experience and supervisory responsibilities.
 - (c) AMP Capital Shopping Centres will ensure that during the Term the minimum rates of pay per annum for each classification in this Agreement will be no less than the applicable Australian Pay and Classification Scale or any other applicable minimum wage rate as required by the *Workplace Relations Act 1996* (Cth).
 - (d) AMP Capital Shopping Centres reserves the right to provide employees with an FPP above the maximum annual FPP rate set out in **clause 2.1(a)** of this Agreement.

2.2 Casual Employees

- (a) All casual engagements will be by the hour and may be terminated on 1 hour's notice (or by the giving of a payment in lieu). Each casual engagement will be a stand alone period of employment.
- (b) Casual employees will receive an FPP Hourly Rate.
- (c) Casual employees will also receive a loading of 25% for each hour worked.

2.3 Probationary Employees (New employees only)

- (a) Each new employee will be on probation for the first 3 months of their employment (***the Probation Period***).
- (b) During the Probation Period, AMP Capital Shopping Centres will assess the employee's suitability for their position.
- (c) The employee's employment may be terminated for any reason and at any time during the Probation Period by AMP Capital Shopping Centres giving 1 week's notice in writing or making the payment of 1 week's remuneration in lieu of notice.
- (d) The Probation Period will not affect the employee's 6 month qualifying period of employment for the purposes of the termination of employment provisions contained in Part 12 Division 4 of the *Workplace Relations Act 1996 (Cth)*.

2.4 Allowances

- (a) AMP Capital Shopping Centres will pay the following allowances to employees:
 - (i) meal money; and
 - (ii) first aid allowance.
- (b) Meal Money of \$13.00 is payable where an employee works 1.5 or more hours beyond the ordinary hours on which the employee is rostered to work in any day.
- (c) The allowance for Meal Money will be indexed annually by reference to the Meals Out and Takeaway (Weighted Capital Cities) Consumer Price Index. The amount will be increased each calendar year within 1 month of the January-to-December index figures becoming available.
- (d) An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St Johns Ambulance or a similar body, will be paid an allowance of \$1.60 for each day worked by the employee on which the employee is assigned to be on call to perform first aid duty.

2.5 Exclusions

- (a) For the avoidance of any doubt, the following penalties, allowances, loadings and other benefits will not be provided by AMP Capital Shopping Centres and are specifically excluded by this Agreement:
 - (i) annual leave loadings;
 - (ii) penalty rates other than those expressly provided for in this Agreement;
 - (iii) shift loadings; and
 - (iv) rest breaks other than as set out in **clause 3.2** of this Agreement.

- (b) Unless required by law, any allowance payable under this Agreement will not be included in the calculation of any superannuation or service related entitlements.

2.6 Method and Frequency of Payment of FPP

- (a) All employees will have their FPP paid in fortnightly instalments into a nominated financial institution account.
- (b) Where an employee is absent from duty without reasonable cause, the employee will not be entitled to his or her FPP for this period and AMP Capital Shopping Centres may withhold payment. Where payment has been made, AMP Capital Shopping Centres may deduct the value of this FPP from any subsequent payment due and payable to the employee.

2.7 Remuneration Review

AMP Capital Shopping Centres will conduct a review of employee's FPP on an annual basis. The quantum and timing of any FPP increase will be at the absolute discretion of AMP Capital Shopping Centres.

2.8 Superannuation

- (a) In addition to FPP, AMP Capital Shopping Centres will make superannuation contributions on behalf of employees. These contributions will be calculated at the rate of 10.5% of each employee's FPP.
- (b) These contributions will be inclusive of and no less than the minimum statutory requirements under the *Superannuation Guarantee Administration Act 1992* (Cth).
- (c) These contributions will be paid into a complying fund by AMP Capital Shopping Centres. Employees may elect to join a complying superannuation fund of their choosing. If an employee does not elect a superannuation fund, any superannuation contributions will be made to AMP Capital Shopping Centres' nominated fund.

3 Hours of Work

3.1 Ordinary hours, Overtime, and Weekend work

- (a) Ordinary hours of work for Full Time employees will be 37.5 hours per week, exclusive of unpaid breaks. Employees may be required to work hours in excess of 37.5 hours per week as directed by AMP Capital Shopping Centres to complete their duties, and will be paid for any approved overtime in accordance with this Agreement.
- (b) The ordinary band of hours is 8am to 6pm Monday to Friday and from 7am to 12 noon Saturday.
- (c) Overtime hours (**Overtime Hours**) will be hours which are either:
 - (i) in excess of 7.5 hours in any day worked by an employee between Monday to Friday; or

- (ii) outside the ordinary band of hours described in **clause 3.1(b)** worked by an employee between Monday to Friday.

For the avoidance of any doubt, Overtime Hours will not include hours worked on a weekend or a public holiday. These are dealt with separately below.

- (d) Overtime Hours will be offered at the absolute discretion of AMP Capital Shopping Centres and must be approved in advance by the employee's manager or other authorised person/s. However, AMP Capital Shopping Centres retains the discretion to approve Overtime Hours after they have been worked. Such approval must be authorised by the employee's manager or other authorised person.
- (e) Subject to **clause 3.1(f) and (j)** below, if an employee is required to work approved Overtime Hours they will be paid at the following rates for the Overtime Hours:

Hours in excess of 7.5 hours or outside of ordinary band of hours on a weekday (Monday to Friday)	Rate for Overtime Hours
First 2 hours	Time and one half (150%)
Subsequent hours until completion of work shift	Double time (200%)

- (f) Employees who are earning an FPP which is in excess of \$55,000 per annum will not be entitled to payments or time off in lieu or other benefits for Overtime Hours. However, AMP Capital Shopping Centres may at its discretion provide time off in lieu on an hour for hour basis.
- (g) Subject to **clause 3.1(j) and (i)** below, if an employee is required to work on a weekend they will be paid at the following rates:

Saturday Work	Rate for Saturday Hours
From 7am to 12 noon on a Saturday	Time and one quarter (125%)
Subsequent hours on a Saturday until completion of work shift	Double time (200%)
Sunday Work	Rate for Sunday Hours
Sunday	Double time (200%)

- (h) Employees who are required to work on a weekend will receive a minimum of 4 hours' payment at the relevant rate.
- (i) Employees who are earning an FPP which is in excess of \$55,000 per annum will not be entitled to payments or time off in lieu or other benefits for working weekend hours. However, AMP Capital Shopping Centres may at its discretion provide such employees time off in lieu on an hour for hour basis.

- (j) An employee will not be entitled to any additional pay for working Overtime Hours or for working weekend hours (***the Excess Hours***) where :
 - (i) the employee has agreed with his or her manager in advance to adjust the employee's hours in a particular week to take into account the Excess Hours by working less hours on another day or days in the same week which are equivalent to the Excess Hours on an hour for hour basis; or
 - (ii) the employee elects within 7 days of working the Excess Hours and AMP Capital Shopping Centres agrees to allow the employee to take paid time off in lieu of the Excess Hours on an hour for hour basis. Employees may elect to accrue paid time off in lieu up to a maximum of 37.5 hours.
- (k) For avoidance of any doubt, the additional payments or benefits provided under this **clause 3.1** and **clause 3.3** below for work performed on a Saturday, Sunday or a Public Holiday are instead of and not in addition to payment for Overtime Hours.

3.2 Breaks

- (a) All employees who are scheduled to work 5 or more consecutive hours in a work shift are entitled to an unpaid meal break of between 30 minutes and 60 minutes to be taken between 4 and 6 hours after the commencement of work.
- (b) Employees are entitled to a paid rest break of 10 minutes for every 4 consecutive hours worked by the employee. The first rest break must be taken between 2 and 3 hours after the commencement of work.

3.3 Public Holidays

- (a) Employees will be entitled to take the public holidays gazetted in the State in which they are employed without loss of pay.
- (b) Subject to **clause 3.3(c)** below, if an employee is required to work on a public holiday as gazetted in the State in which they are employed, the employee will be entitled to be paid double time and a half for all hours worked on a public holiday.
- (c) Employees who work on a public holiday will receive a minimum 4 hours' payment at the applicable rate.
- (d) An employee will not be entitled to any additional payment for working on a public holiday where:
 - (i) the employee has agreed in advance with his or her manager in advance to adjust the employee's hours in a particular week to take into account the hours which will be worked on the public holiday by working less hours on another day or days in the same week which are equivalent to the hours to be worked on the public holiday, on an hour for hour basis; or
 - (ii) the employee elects within 7 days following the public holiday and AMP Capital Shopping Centres agrees to allow the employee to take paid

time off in lieu for each hour (or part of each hour) the employee worked on that public holiday.

- (e) Employees who are earning an FPP which is in excess of \$55,000 per annum will not be entitled to payments or time off in lieu or other benefits for working on a public holiday. However, AMP Capital Shopping Centres may at its discretion provide time off in lieu on an hour for hour basis.

4 Leave

4.1 Personal (Sick or Carer's) Leave

- (a) Subject to the provisions of this **clause 4.1**, all eligible employees are entitled to personal leave in accordance with the Australian Fair Pay and Conditions Standard.
- (b) All Full Time employees are entitled to paid personal (sick or carer's) leave as follows:
 - (i) 15 days' per annum for the first five years of service with AMP Capital Shopping Centres and;
 - (ii) 10 days' per annum thereafter.

Part Time employees are entitled to this benefit on a pro-rata basis.

For the avoidance of any doubt, these enhanced leave benefits will not be applied to service prior to the date upon which this Agreement commences. In other words, an employee who has accrued 6 years' service at the time of commencement will not become entitled to 15 days' personal leave per annum for the first 5 years of service, as a consequence of this Agreement.

- (c) Personal leave may be used as paid sick leave or paid carer's leave.
- (d) Carer's leave may be taken when an employee needs to provide care or support to a member of their Immediate Family or household due to the personal illness or injury of that person or an emergency that affects that person.
- (e) Unused personal (sick or carer's) leave will not be paid out on termination of employment.
- (f) Where employees are absent from work for 2 consecutive days or more they must produce, without the need for any request from AMP Capital Shopping Centres, valid medical certificates or statutory declarations satisfactory to AMP Capital Shopping Centres which support the reasons for taking the leave.
- (g) On all other occasions AMP Capital Shopping Centres may request a medical certificate or a statutory declaration which supports the reasons for taking the leave from an employee who takes personal leave, and may at its discretion reasonably refuse payment for personal leave where such evidence is not provided. Circumstances where AMP Capital Shopping Centres may require a medical certificate or a statutory declaration include:

- (i) frequent absences of a short duration;
 - (ii) absences immediately before or after a public holiday or leave;
 - (iii) where sick leave taken in a 12 month period exceeds six days; and
 - (iv) where AMP Capital Shopping Centres suspects that an employee has not taken personal leave for valid or genuine reasons.
- (h) Unused paid personal (sick or carer's) leave accumulates from year to year.
- (i) Eligible employees are entitled to a period of up to 2 days' unpaid carer's leave for each Permissible Occasion when an Immediate Family member or member of the employee's household requires care or support during this period because of:
- (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
- (j) The taking of unpaid carer's leave is also subject to the employee providing AMP Capital Shopping Centres upon request with a medical certificate or a statutory declaration which supports the reason for taking the leave.

4.2 **Compassionate Leave**

- (a) Employees will be entitled to paid compassionate leave in accordance with the Australian Fair Pay and Conditions Standard.
- (b) Employees who are eligible to receive compassionate leave under the Australian Fair Pay and Condition Standard are entitled to a period of up to 2 days' paid compassionate leave for each occasion when an Immediate Family member or a member of the employee's household:
- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (c) An employee is entitled to compassionate leave only if the employee provides any evidence which AMP Capital Shopping Centres reasonably requires of the illness, injury or death.
- (d) An employee may take compassionate leave as:
- (i) a single unbroken period of 2 days; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and AMP Capital Shopping Centres agree.
- (e) An employee who is entitled to a period of compassionate leave under **clause 4.2** because an Immediate Family member or a member of the employee's household has contracted or developed a personal illness or sustained a

personal injury, is allowed to start to take that compassionate leave at any time while the illness or injury persists.

4.3 **Emergency Leave**

- (a) AMP Capital Shopping Centres may at its discretion grant additional paid leave where an employee is unable to attend work because of an emergency (**Emergency Leave**). Such emergencies will include:
 - (i) the death of a close relative or friend;
 - (ii) the illness of a child, partner, parent or other dependent of the employee;
 - (iii) the absence or unavailability of a child's care-giver or unforeseen closure of a child's daycare-centre, pre-school or school; or
 - (iv) other such unforeseen occasions considered appropriate at the discretion of the manager.
- (b) The total amount of paid Emergency Leave which may be granted will not normally exceed five days' per annum except in the case of the death of a close relative or friend. An employee's entitlement to Emergency Leave will not accumulate from year to year.
- (c) This leave will be granted at the discretion of the employee's manager and will be subject to the production of documentary evidence satisfactory to AMP Capital Shopping Centres which supports the reasons for taking the leave.

4.4 **Long Service Leave**

- (a) All eligible employees are entitled to paid long service leave.
- (b) Long service leave will accrue as follows:
 - (i) If an employee has completed 10 years or more of Continuous Service, but less than 20 years - the employee will accrue long service leave at the rate of 1 week paid leave for each completed year of service.
 - (ii) If an employee has completed 20 years or more of Continuous Service - the employee will accrue long service leave at the rate of 1.3 weeks for each completed year of service.

This increased rate of accrual will be calculated over the entire period of service, but will apply instead of and not in addition to the accrual rate set out in (b)(i) above.

However, the accrual rate in (b)(ii) above will not apply to any period of Continuous Service for which the employee has already taken long service leave before completing 20 years' Continuous Service.

In other words, an employee who reaches this milestone will not be entitled to any additional leave or leave payment for any period of prior service for which the employee has already taken long service leave.

For example, a Full Time employee who has worked continuously for 20 years, but has already taken 15 weeks' long service (accrued over

the employee's first 15 years of service) will only be entitled to long service leave calculated at 1.3 weeks for the balance of 5 years' service. This will amount to a further 6.5 weeks' leave.

- (c) Employees are entitled to take long service leave after the completion of 10 years of Continuous Service with AMP Capital Shopping Centres.
- (d) This leave will be taken either:
 - (i) at a convenient time agreed between the employee and AMP Capital Shopping Centres; or
 - (ii) on the expiry of one month's prior notice given by AMP Capital Shopping Centres to an employee to take the leave.
- (e) FPP payments will continue while an employee is on long service leave unless the employee and AMP Capital Shopping Centres have agreed that payment for long service leave will be made in advance.
- (f) Subject to **clause 4.4(g)** below, payment will not be made in lieu of accrued long service leave except where an employee leaves employment with AMP Capital Shopping Centres after 10 years' continuous service.
- (g) Employees employed in New South Wales or Victoria will be entitled to receive a payment in lieu of any accrued but untaken long service leave upon termination of employment in accordance with this Agreement or the applicable State legislation which deals with long service leave (whichever provides the more generous entitlement).
- (h) Long service leave may be taken in one continuous period or if AMP Capital Shopping Centres and the employee agree, in separate periods of not less than 1 month.

4.5 **Parental Leave (Maternity and Paternity Leave)**

- (a) Employees who are eligible to receive parental leave (maternity and paternity leave) benefits under the *Workplace Relations Act 1996* (Cth) will be entitled to parental leave in accordance with the Australian Fair Pay and Conditions Standard.
- (b) Eligible employees who are the primary care-givers of their child are entitled to a total of 52 weeks' unpaid parental leave in accordance with the Australian Fair Pay and Conditions Standard. This amount is reduced by any parental leave taken by the employee's spouse (as defined in the *Workplace Relations Act 1996* (Cth)) to be the primary care-giver in connection with the same child.
- (c) AMP Capital Shopping Centres will provide an eligible employee who is the primary care-giver of a child and has had at least 12 months' Continuous Service with AMP Capital Shopping Centres before commencing parental leave, with 14 weeks' paid parental leave from the time the child is born or from the date the child comes into the home.
- (d) AMP Capital Shopping Centres will also provide an eligible employee who has accrued at least 12 months' Continuous Service with AMP Capital Shopping Centres with 1 week's paid parental leave from the date of birth of the child or from the date the child enters the home. This benefit will be provided

regardless of whether or not the eligible employee is a primary care-giver. For example, it will apply where the employee is a spouse of the primary care-giver.

- (e) The paid leave described above will run together with any unpaid parental leave provided by the Australian Fair Pay and Conditions Standard and the combined period of paid and unpaid parental leave must not exceed 52 weeks.
- (f) The combined period of paid parental leave must not exceed 14 weeks.
- (g) Paid and unpaid parental leave should be taken in one continuous period unless otherwise agreed with an employee's manager.
- (h) Accumulated annual or long service leave may be taken in conjunction with parental leave, but the total period of absence must not exceed 52 weeks.
- (i) A period of parental leave (including adoption leave below) will not break an employee's continuity of service, but the period will not be included as service for the purposes of calculating leave benefits (such as long service leave, annual leave, or personal leave) other than parental leave under Part 7, Division 6 of the *Workplace Relations Act 1996 (Cth)* or where required by law.

4.6 **Adoption Leave**

- (a) Employees who are eligible to receive adoption leave benefits under the parental leave provisions of the *Workplace Relations Act 1996 (Cth)* will be entitled to adoption leave in accordance with the Australian Fair Pay and Conditions Standard.
- (b) Eligible employees who are the primary care-giver of an adopted child and have at least 12 months' Continuous Service with AMP Capital Shopping Centres are entitled to a total of 52 weeks' unpaid leave from the time of the child's placement in accordance with the Australian Fair Pay and Conditions Standard.
- (c) This amount is reduced by any adoption leave taken by the employee's spouse (as defined in the *Workplace Relations Act 1996 (Cth)*) to be the primary care-giver in connection with the same child.
- (d) AMP Capital Shopping Centres will provide an eligible employee who is also the primary care-giver of an adopted child and has accrued at least 12 months' Continuous Service with AMP Capital Shopping Centres with 14 weeks' paid adoption leave from the date of placement of the adopted child to the employee.
- (e) AMP Capital Shopping Centres will also provide an eligible employee who has accrued at least 12 months' Continuous Service with AMP Capital Shopping Centres with 1 week's paid adoption leave from the date of placement of the adopted child to the employee. This benefit will be provided regardless of whether or not the eligible employee is a primary care-giver. It will apply where the employee is a spouse (as defined in the *Workplace Relations Act 1996 (Cth)*) of the primary care-giver.

- (f) The paid leave described above will run together with the unpaid leave provided by the Australian Fair Pay and Conditions Standard and the combined period of paid and unpaid parental leave must not exceed 12 months.
- (g) The entitlement to adoption leave ceases 12 months after the placement of the child.
- (h) Employees are entitled up to 2 days of unpaid leave to attend any compulsory interviews or examinations during the adoption process.

4.7 Annual Leave

- (a) Employees who are eligible to receive annual leave under the *Workplace Relations Act 1996 (Cth)* will be entitled to annual leave in accordance with the Australian Fair Pay and Conditions Standard. Full Time employees are entitled to 20 days' annual leave per annum.
- (b) Employees who have accrued at least 40 days' annual leave may be directed by AMP Capital Shopping Centres to take a portion of their accrued annual leave in accordance with the *Workplace Relations Act 1996 (Cth)*.
- (c) Annual leave may be taken in advance of the accrual of an employee's entitlement at the discretion of the employee's immediate manager.
- (d) An employee may cash out accrued annual leave at the employee's current FPP Hourly Rate (as at the date of the election below) subject to compliance with the conditions set out in the *Workplace Relations Act 1996 (Cth)*. These conditions include the following:
 - (i) the employee provides a written election to AMP Capital Shopping Centres to forego an amount of accrued annual leave and receive the Employee's current FPP Hourly Rate in lieu of this leave;
 - (ii) AMP Capital Shopping Centres authorises the employee to forego the amount of annual leave; and
 - (iii) during each 12 month period, an employee does not forego an amount of accrued annual leave which is equal to or more than 1/26 of the nominal hours worked by the employee for AMP Capital Shopping Centres during the period (that is, 10 days' annual leave per year of service for a Full-Time Employee).

Any request to cash out leave under this clause must be approved by the employee's Divisional Manager.

4.8 Leave for Part Time Employees

Subject to the Australian Fair Pay and Conditions Standard, Part Time employees will be entitled to take the leave entitlements set out in this **clause 4** on a pro-rata basis.

4.9 Leave for Casual Employees

Casual loading provided under this Agreement incorporates compensation for the leave benefits set out under this Agreement.

As such, Casual employees will not be entitled to take paid leave except to the extent that they are entitled to take these benefits under the Australian Fair Pay and Conditions Standard.

4.10 **Transmission of Business**

Nothing in this Agreement is intended to affect the transfer of leave entitlements upon the transmission of a business to a new employer in the circumstances contemplated by the *Workplace Relations Act 1996* (Cth) or by any other Industrial Instrument.

5 **Termination of Employment**

- (a) An employee's employment may be terminated by the employee or by AMP Capital Shopping Centres giving 4 weeks' prior notice, except for employees completing their 3 month Probation Period in which case the employee or AMP Capital Shopping Centres may terminate the employment by giving 1 week's notice, or in the case of AMP Capital Shopping Centres, 1 week's pay in lieu of notice.
- (b) An additional week's notice must be given by either party if the employee is over 45 years of age and has completed 5 years' Continuous Service.
- (c) AMP Capital Shopping Centres may elect to make a payment in lieu of notice for part or all of the notice period and not require an employee to work for the entire or part of the notice period, as the case may be.
- (d) AMP Capital Shopping Centres may terminate an employee's employment at any time without notice or payment in lieu of notice on the grounds of serious misconduct, a serious or persistent breach of an employee's obligations, or where an employee disobeys a lawful direction of AMP Capital Shopping Centres.
- (e) Nothing in any policy issued, statement made, or practice adopted by AMP Capital Shopping Centres will limit or affect its right to terminate an employee's employment under this **clause 5**.

6 **Dispute Resolution**

- (a) Any dispute or grievance over any matter arising under this Agreement (except for a dispute or grievance concerning the termination or proposed termination of employment) will, at first instance, be dealt with at the workplace level. This may involve the employee first discussing the matter in dispute with their line-manager, and then with more senior management, or a relevant Human Resources/Employee Relations representative.
- (b) If the matter in dispute cannot be resolved at the workplace level, the employee or AMP Capital Shopping Centres may choose to use an external mediator to reach an agreement.
- (c) At any stage of the dispute, an employee may contact Human Resources or Employee Relations for assistance or guidance, or to request attendance at meetings.

- (d) An employee, who is party to a dispute, must continue to work in accordance with this Agreement and comply with any reasonable directions given by AMP Capital Shopping Centres.

7 Redundancy

7.1 Redundancy Benefits

- (a) Subject to the other provisions of this **clause 7**, upon termination on the grounds of Redundancy, an employee will be entitled to the following retrenchment benefits:
 - (i) Notice
8 weeks' notice or pay in lieu of notice where notice is not provided;
and
 - (ii) Severance
5 Weeks' Salary for the first year of service or part thereof; and
3 Weeks' Salary for each additional year of service and a pro-rata amount for any period of service less than a full year.

For the purposes of the above, years of service means an employee's continuous service with the AMP Group, excluding any period of unpaid leave (for avoidance of doubt this includes unpaid parental leave) and excluding any period for which an employee has already received retrenchment benefits.

- (b) No employee will receive upon termination a combined notice benefit (whether in the form of actual notice or a payment in lieu) and severance benefit which is less than 13 weeks, irrespective of the employee's length of service.
- (c) In addition to the payments outlined above, an employee who is 45 years of age or more at the date of termination will receive an additional Week's Salary for every year of age or part thereof that the employee is over 45, up to a maximum additional payment of 10 Weeks' Salary.
- (d) Despite **clauses 7.1(a) to (c)** above, the maximum combined notice and severance benefit an employee may receive will be 104 weeks. For the purpose of calculating this cap, AMP Capital Shopping Centres may take into account not only notice and severance benefits provided under this clause, but any additional notice and severance benefits provided under any other instrument, including under a contract. A notice benefit includes both actual and prior notice of termination and payments in lieu of notice.
- (e) An employee who has transferred from Full Time to Part Time employment or vice versa will have their severance payment based on a pro-rata of the actual time worked in each mode using that employee's current FPP.

7.2 Leave Benefits

In addition to the payments outlined above, an employee whose employment is terminated on the grounds of Redundancy will also be paid a pro rata amount of long

service leave provided that the employee has completed 5 or more years of Continuous Service. All retrenched employees will also receive any accrued annual leave entitlements which become due on termination of employment.

7.3 Exclusions

The redundancy benefits outlined above in **clause 7.1** and the leave benefits outlined in **clause 7.2** above (except to the extent that the leave benefits must be paid on termination under any other provision of this Agreement) will not be paid in the following circumstances:

- (a) when AMP Capital Shopping Centres offers an employee Comparable alternative employment or AMP Capital Shopping Centres procures an offer of Comparable alternative employment for the employee either within the AMP Group or with another company irrespective of whether or not the employee accepts or rejects the offer;
- (b) when an employee accepts Voluntary alternative employment and remains in that employment for more than 3 months;
- (c) where an employee accepts such employment, AMP Capital Shopping Centres may withhold payment of any redundancy benefits until the expiry of the 3 month period;
- (d) where the employee is a Casual employee, apprentice, trainee, or engaged on a fixed term or temporary basis or for a specific project or task; or
- (e) where the employee resigns or is terminated on grounds other than redundancy (including where this occurs prior to the date scheduled for the termination of the employee's employment on the grounds of redundancy).

7.4 Source of Entitlements

Clause 7 operates as the source of all entitlements payable upon termination through retrenchment and/or redundancy.

8 Definitions

AMP Group means AMP Capital Shopping Centres Pty Limited and its Related Bodies Corporate as defined in the *Corporations Act 2001* (Cth).

Australian Fair Pay and Conditions Standard means the Australian Fair Pay and Conditions Standard set out in Part 7, Division 1 of the *Workplace Relations Act 1996* (Cth).

Casual employee means an employee engaged in a casual capacity and paid at an hourly rate.

Comparable alternative employment means employment in an alternative position, whether within the AMP Group or with another employer where that position:

- (a) has duties that are reasonable having regard to the employee's skills and abilities;
- (b) is in broadly the same level, profession or career stream as the redundant position;

- (c) is at the same or similar location as the redundant position, or is within reasonable commuting distance from the employee's home;
- (d) has an annual FPP which is no less than that earned by the employee in the redundant position; and
- (e) is on similar terms to the redundant position.

Continuous Service means service with AMP Capital Shopping Centres as an employee (other than as a Casual employee) during the whole period, including (as part of the period) any period of authorised leave.

Except to the extent required by the *Workplace Relations Act 1996* (Cth), Continuous Service will not include any period during which an employee is on unpaid leave or parental leave.

However, provided that such leave is authorised, it will not break an employee's continuity of service.

Fixed Pay Package (FPP) means the annual base pay for all hours worked by the employee and does not include any Short Term Incentive payments or other incentives, bonus payments, discretionary benefits, superannuation payments or any other benefits.

FPP Hourly Rate means the hourly base pay for all hours worked by the employee and does not include any Short Term Incentive payments or other incentives, bonus payments, discretionary benefits, superannuation payments, or any other benefits.

Full Time employee means a person engaged to work a minimum of 37.5 hours each week.

Immediate Family means:

- (a) a spouse (including a former spouse, de-facto spouse or former de-facto spouse or same-sex partner), child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of the employee's spouse (including a former spouse, de-facto spouse or former de-facto spouse or same-sex partner).

Industrial Instrument means any pre reform or transitional Federal award, Notional Agreement Preserving a State Award, pre or post reform Collective Workplace Agreement, State Collective or Enterprise Agreement, Australian Workplace Agreement, industrial instrument, contract, determination or other award or order of a Federal or State industrial tribunal.

Overtime Hours means the hours defined in **clause 3.1(c)** of this Agreement.

Part Time employee means a person engaged to work less than 37.5 hours each week. Part-Time employees are usually entitled to the benefits available to Full Time employees on a pro-rata basis.

Permissible Occasion is as defined in section 250(1) in the *Workplace Relations Act 1996* (Cth).

Preserved Award Entitlements are as defined in the *Workplace Relations Act 1996* (Cth).

Protected Award Conditions are as defined in the *Workplace Relations Act 1996* (Cth).

Redundancy means a situation where an employee's position is no longer required in the business, and this is not due to the ordinary and customary turnover of labour or the personal act or default of the employee.

Temporary employee means a person engaged on a temporary basis either on a full-time or part-time basis.

Transitional Industrial Instruments mean industrial instruments to which transitional arrangements have been made pursuant to the *Workplace Relations Act 1996* (Cth).

Voluntary alternative employment means employment in a position which is not Comparable alternative employment, but which is accepted by an employee within the AMP Group or with another employer.

Week's Salary means FPP divided by 52.2.