

Dated 20 November 2007

**BNP Paribas Fund Services
Australasia Pty Ltd
Collective Agreement 2007**

Parties

BNP Paribas Fund Services Australasia Pty Ltd
ABN 71 002 655 674

CONTENTS

CONTENTS	1
PART 1 - APPLICATION AND OPERATION	1
1. Who this Agreement applies to.....	1
2. How the Employer will employ and pay you	1
3. How this Agreement can be varied	3
4. How disputes will be resolved	3
PART 2 – EMPLOYMENT RELATIONSHIP	4
5. When this Agreement applies	4
6. The Employer will give you notice of transfer	4
7. If you work part time.....	4
8. Ending your Employment.....	6
9. If you are redundant	6
PART 3 – WAGES AND RELATED MATTERS	8
10. Your wage	8
11. How will you be graded	9
12. Meal Allowance.....	9
13. Travel Expenses.....	10
14. Car allowance	10
15. Removal expenses.....	10
16. Accident make up pay	11
17. Stand by or call-back.....	11
18. Staff incentive reward scheme.....	11
19. Superannuation	11
PART 4 – HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK	12
20. Hours you work	12
21. The length of time you are entitled to be off duty	12
22. Overtime you work	13
23. Shift work.....	14
PART 5 – LEAVE AND PUBLIC HOLIDAYS	16
24. Public holidays.....	16
25. Your annual leave	17
26. Unpaid leave in special circumstances.....	19
27. Personal leave	19
28. Personal emergency leave	20
29. Parental leave.....	21
30. Long service leave	21
SCHEDULE A ENDING YOUR EMPLOYMENT.....	22
SCHEDULE B ACCIDENT MAKE UP PAY	23
SCHEDULE C PARENTAL LEAVE	24

PART 1 - APPLICATION AND OPERATION

1. WHO THIS AGREEMENT APPLIES TO

Who is covered?

- 1.1 This Agreement binds BNP Paribas Fund Services Australasia Pty Ltd and all its employees whose wages and conditions of employment are intended to be regulated by the AMP Employees' Award 2002.

Definitions

- 1.2 In this Agreement:

- the **Act** refers to the *Workplace Relations Act 1996* (Commonwealth).
- the **award** refers to the *AMP Employees' Award 2002*.
- the **Employer** refers to BNP Paribas Fund Services Australasia Pty Ltd (ABN 71 002 655 674).
- **You** refers to any employee of the Employer who is described in clause 1.1.

This Agreement prevails over awards or orders

- 1.3 This Agreement prevails over any award or order of the Australian Industrial Relations Commission (**AIRC**) to the extent of any inconsistency with such award or order. The terms and conditions of employment in this Agreement are to be taken as being exhaustive and intended, collectively, to be inconsistent with any award or order of the AIRC concerning a matter that is not dealt with directly or indirectly by this Agreement.

Entire agreement

- 1.4 This Agreement operates to the exclusion of all awards (including any protected award conditions) that would otherwise apply.

2. HOW THE EMPLOYER WILL EMPLOY AND PAY YOU

How often you are paid

- 2.1 The Employer will employ you by the month and pay you by the fortnight on a date the Employer chooses. However, you and the Employer may agree in writing for you to be paid on some other basis.

You can ask for deductions from your salary

- 2.2 The Employer may deduct amounts of money from your salary to be paid to wherever you direct if the Employer agrees to the arrangement.

What the Employer will direct you to do

- 2.3 The Employer can direct you to carry out the duties which it considers are within your skill, competence and training. You must perform the duties the Employer directs you to perform.

Probation

- 2.4 (a) You will be initially employed for a probationary period of 3 months.
- (b) The Employer may extend this probation period beyond this initial period of 3 months, provided that the probationary period must end before you have been employed for 6 months.
- (c) During this probationary period (including any extension), you will have an opportunity to ascertain whether you are satisfied with the job and you must satisfy the Employer that you have the qualities necessary for, and are capable of performing, those duties assigned to you at the level required by the Employer.
- (d) During the probationary period (including any extension), you or the Employer may terminate your employment by giving one week's notice or by the Employer paying you a sum equal to your Fixed Pay Package (**FPP**) for one week in lieu of notice.
- (e) The probationary period is not the qualifying period of employment referred to in the Act.

Calculating the length of your service

- 2.5 If it is necessary to calculate your length of service with the Employer (including for the purposes of clause 9) this will include:

- all service, including service when on probation, and any broken periods of service, whether as a part time or full time employee,
- up to 12 months of any sick leave you have taken,
- all annual leave,
- any period of National Service Training,

but will not include any service or other period before your last break of 12 months or more, unless extenuating circumstances have occurred where a break of more than 12 months has been necessary, in which case the Employer will use its discretion

Management Terms of Employment

- 2.6 (a) If you are not employed on Management Terms of Employment at the date of lodgement of this Agreement with the Office of Workplace Services (**operative date**) and you earn less than \$56,500 per annum you will continue to be so employed;
- (b) If you are employed on Management Terms of Employment at the Operative Date you will continue to be so employed;
- (c) If you are engaged as a Level 3 employee after the Operative Date at a total remuneration (including salary sacrifice components) of, or which is subsequently increased to \$45,000 per annum or more you will be employed on Management Terms of Employment.

(d) If you are engaged as a Level 4 employee after the Operative Date at a total remuneration (including salary sacrifice components) of, or which is subsequently increased to \$50,000 per annum or more you will be employed on Management Terms of Employment

(e) If you are employed on Management Terms of Employment you are entitled to all the benefits of this Agreement. However your total remuneration is calculated to compensate for all hours worked to perform the duties of the position and clause 12 - Meal Allowance, clause 22 - Overtime You Work and clause 23.6 Staff work Overtime do not apply to you..

3. HOW THIS AGREEMENT CAN BE VARIED

Agreement can be varied

3.1 This Agreement can be varied in accordance with the Act.

When a clause can be varied

3.2 A clause can be varied if it:

- needs to be varied to deal with the effect of legislative change;
- needs to be varied to recognise changes in community standards;
- is no longer relevant or appropriate to the Employer's operational requirements;
- is inconsistent with the delivery of optimum productivity;
- is a matter of significant employee concern.

How can a clause be varied

3.3 The Employer may, in writing, propose a variation to this Agreement. Any variation to this Agreement must be done in a way that complies with the Act. The proposed variation to this Agreement must be in writing and must be approved by a majority of the persons covered by this Agreement at that time. The proposed variation has no effect unless it is lodged with the Office of Workplace Services.

4. HOW DISPUTES WILL BE RESOLVED

The Employer wishes this dispute settlement procedure to encourage open communication between all staff so that grievances are resolved amicably and fairly.

Type of grievances

4.1 Individual grievances - involving matters arising under this Agreement. These usually involve only one or 2 employees and are often resolved by the supervisor and the individual employee. However, this can potentially be the starting point for major disputes to develop, in which case the matter may need to be considered at a higher level.

Grievances procedures

4.2 Except where the matter concerns termination of your employment, you should discuss any matter arising under this Agreement with your immediate supervisor or manager. If for some reason you wish to consult with the Head of Human Resources, you are welcome to

do so, but as far as possible, matters should be dealt with by managers within the branch/department.

If a matter remains unresolved, the following steps should be followed:

- (a) as soon as is practicable after the dispute or claim has arisen, you shall take the matter up with your immediate supervisor affording him/her the opportunity to remedy the cause of the dispute or claim;
- (b) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion with your immediate supervisor would be inappropriate, you shall as soon as practicable take the matter up initially with your Departmental Manager, or if the matter remains unresolved, with the Head of Human Resources, affording the Departmental Manager or Head of Human Resources the opportunity to remedy the cause of the dispute or claim.
- (c) Where any such attempt at settlement has failed, or where the dispute or claim is of such a nature that a direct discussion with your Departmental Manager and/or Head of Human Resources would be inappropriate you may authorise a representative to take up the matter with the Employer and the Employer will discuss the matter with the representative.
- (d) If the matter is not settled it may be submitted to the Australian Industrial Relations Commission which shall endeavour to resolve the issue between the parties by conciliation; and
- (e) Without prejudice to either party, work should continue in accordance with this Agreement while the matters in dispute are being dealt with in accordance with this Dispute Settlement Procedure.

PART 2 – EMPLOYMENT RELATIONSHIP

5. WHEN THIS AGREEMENT APPLIES

This Agreement applies on and from the date that it is lodged with the Office of Workplace Services. Its nominal expiry date is 5 years from that date.

6. THE EMPLOYER WILL GIVE YOU NOTICE OF TRANSFER

The Employer will give you as long a notice as practicable before asking you to transfer jobs. The Employer will not transfer you in a way that requires you to change your place of residence without giving you one month's notice, unless you agree to a shorter period of notice, or the circumstances are special or urgent.

7. IF YOU WORK PART TIME

The Employer can employ on a part time basis

- 7.1 The Employer can employ you on a part time basis. If it does, the conditions concerning your employment are set out in this clause.

Your wage and allowance

- 7.2 If you work part time, the Employer will pay you a minimum pro rata wage for each hour you work. Your wage will be based on the relevant minimum rate referred to in clause 10.1. The relevant annual salary is divided by 52 weeks in the year to arrive at a weekly rate and then by 37.5 hours per week to arrive at an hourly rate.

Your normal hours

- 7.3 If you work part time, the Employer can employ you between 7 am and 8 pm from Monday to Friday inclusive on ordinary time for any number of hours up to but less than 37.5 hours per week. However, the Employer cannot employ you for more than 7.5 hours ordinary time on any day, or less than 4 hours ordinary time on any day without prior written agreement with you. Overtime is payable if you work in excess of 37.5 hours in a week.

Your meal break

- 7.4 If you are a part time employee, the Employer cannot require you to work for more than 5 hours without a meal break of at least 30 minutes, unless you would normally finish work within 30 minutes after the end of the 5 hours. However, the Employer can ask you to work on without a meal break in an emergency. In those circumstances, the Employer will allow you to take your meal break as soon as practicable.

Your pay for public holidays

- 7.5 If you are a part time employee and a holiday falls on a day on which you regularly work, the Employer will pay you what you would have earned if you had worked your ordinary hours on that day.

Your annual leave

- 7.6 If you are a part time employee, you are entitled to 4 weeks of annual leave for each 12 month period of continuous service. While you are on leave, the Employer will pay you a pro rata amount based on 4 times the average number of ordinary hours you worked in a week in the previous 12 months. Any statutory, gazetted, or proclaimed holidays which happen while you are on your leave will not be counted as leave.

The Employer will pay you for your leave if you stop working for the Employer

- 7.7 The Employer will pay you or your legal representative for all the leave you are entitled to at the time when you stop being an employee of the Employer.

Taking annual leave

- 7.8 The taking of annual leave shall be as provided in clause 25.

Part time shift work

- 7.9 The clauses about shift work set out in this Agreement apply to you if you work part time. However:
- the Employer cannot ask you to work more than 8 hours and 25 minutes ordinary time in any shift,
 - the Employer will pay you an extra percentage of your rate for all hours worked on a shift as set out in clause 23,

- you are not entitled to the benefits given under clauses 23.5 and 23.9.

8. ENDING YOUR EMPLOYMENT

Schedule A applies to anything the Employer does in relation to ending your employment. Schedule A forms part of this Agreement.

9. IF YOU ARE REDUNDANT

Definitions

- 9.1 Redundancy occurs when the Employer decides that it no longer wishes the job you have been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 9.2 **Weeks Salary** shall be defined as actual salary plus shift allowance and weekend penalty payments where applicable (to the exclusion of ordinary overtime, stand-by/call-back, etc) averaged over the 6 weeks worked by the employee immediately prior to the date of termination of employment.
- 9.3 a **directly comparable position** shall mean a position with the Employer which has the same grade and actual salary and is in the same location or at another location which is within reasonable commuting distance.
- 9.4 **Date of termination of employment** means the employee's last day of duty except with regard to leave without pay. That date shall be the date upon which the employee is notified pursuant to subclause 9.15.

Re-deployment

- 9.5 Every effort will be made by the Employer to avoid redundancy through redeployment, retraining, normal staff wastage and curtailing recruitment. Temporary or casual staff may be employed in an impending redundancy situation to meet short-term staffing requirements.
- 9.6 Employees shall not be made redundant until all reasonable alternatives for continuing employment have been explored, and there is no suitable alternative employment available.
- 9.7 The Employer may offer a less than directly comparable job option only given the following circumstances:
- there is no directly comparable job option available,
 - the employee's rate of pay for the old position will remain at its current level until overtaken by the rate of pay of the new position,
 - the job option is within reasonable commuting distance unless adequate compensation is provided,
 - where the job option necessitates a change in residence the employee shall be entitled to the same provision as an employee who is transferred at the Employer's request.

- 9.8 An offer of redeployment shall be in writing with the following information about the proposed job option:
- location.
 - grade
 - salary,
 - principal duties.
- 9.9 The redundant employee shall be given sufficient time to decide whether or not to accept the Employer's offer of redeployment. The time given shall be as follows:
- for an offer of a directly comparable position - 1 week
 - for an offer of a less than directly comparable position - 2 weeks
- 9.10 A redundant employee shall not be entitled to the provisions in subclauses 9.7 and 9.8 of this Agreement if he or she declines a directly comparable offer which meets the terms of this Agreement and which does not entail a change in duties significant enough as to be unreasonable in the circumstances of his or her skills and ability.
- 9.11 The Employer will provide training in new skills as appropriate for employees transferred to alternative positions.
- 9.12 Employees accepting alternative employment within the Employer will be given a trial period of up to 3 months in their new position. Should either the Employer or the employee find that the employment is unsuitable, the employee's services may be terminated without loss of entitlement to severance payments calculated to the date service actually ends.

Notice

- 9.13 All employees to be made redundant will be given 8 weeks written notice or payment in lieu of that notice or part notice and part payment in lieu.
- 9.14 The Employer will allow up to 1 day off per week on full pay during the period of notice for the employee to attend job interviews. Upon request, the employee will supply proof of attendance at an interview(s). Wherever practicable the employee will provide reasonable advance notice of his or her absence at a job interview.
- 9.15 The Employer will provide appropriate counselling and information procedures to employees made redundant.
- 9.16 Where an employee made redundant is taking approved unpaid leave his or her length of service shall be calculated including that leave without pay which has been taken prior to the notice of termination.

Severance payments and payments in lieu of notice

- 9.17 Upon termination through redundancy, an employee will be paid a severance payment calculated as follows:
- a payment in lieu of notice if payable pursuant to subclause 9.6;
 - 5 weeks salary for the first year of service or part thereof; and

- 3 weeks' salary for each additional year of service and pro rata amount for any period of service less than a full year,

provided that no employee shall receive upon termination less than 13 weeks salary including notice or payment in lieu of notice irrespective of length of service.

- 9.18 In addition to the payments in 9.7 an employee who is 45 or more years of age at the date of termination, will receive an additional weeks salary for every year of age or part thereof that employee is over 45, up to a maximum additional payment of 10 weeks salary.
- 9.19 The maximum notice and severance payment an employee will receive under this clause will be 104 weeks.
- 9.20 An employee who has transferred from full time to part time employment or vice versa will have his or her severance payment based pro rata on the actual time worked in each mode using that employee's current salary level.

Other Payments

- 9.21 A redundant employee (subject to the provisions in subclause 9.7 shall be paid the following payments:

- Annual Leave

Each employee shall be paid pro rata in lieu of any annual leave accrued but not yet taken.

- Long Service Leave

Each employee with 5 or more years continuous service shall be paid pro rata in lieu of any long service leave accrued but not yet taken.

- Superannuation

Where an employee is made redundant and is a member of the Employer's Superannuation Plan, he or she shall be entitled to benefits in accordance with this Plan.

PART 3 – WAGES AND RELATED MATTERS

10. YOUR WAGE

Your minimum wage

- 10.1 If you work full time, the Employer will pay you at least the relevant annual rate shown in this table for work during ordinary hours:

Level 1	\$26,782.60 a year
Level 2	\$30,923.88 a year
Level 3	\$36,150.40 a year
Level 4	\$43,382.04 a year

The rates of pay will be reviewed by each year

- 10.2 In each calendar year, the Employer will review the amount actually paid to each full time and part time employee. The review will take account of market rates and the skills and performance you have demonstrated. Any decision made as part of the review will be implemented no later than the first full pay period in February of each year.

You may be able to take part of your income in other benefits

- 10.3 Your Fixed Pay Package (FPP) will be not less than the relevant wage specified in clause 10.1. FPP is defined as the cash component, the cost of other remuneration benefits selected by you, and the cost of fringe benefits tax applicable on such benefits.
- 10.4 You and the Employer can agree that you receive part of your income in benefits and not a wage.

11. HOW WILL YOU BE GRADED

You will be graded according to the work allocation set out below:

Level	Description
1	Trainee with little work experience.
2	Clerical – has a knowledge of specific processes, routines & products. Trainee within a technical stream – part-way through attaining tertiary qualification.
3	Senior Clerical – performs more complex administrative processes. Technical role - usually requiring tertiary qualification.
4	Team Leader – supervision of staff. Professional – primarily working on specialist or technically complex issues. Senior Technical – performing more advanced work.

12. MEAL ALLOWANCE

The amount of the meal allowance

- 12.1 The meal allowance the Employer will pay you is \$10.75.

When you are entitled to a meal allowance

- 12.2 The Employer will pay you for a meal if you work for more than 9 hours (not counting meal breaks) at the Employer's request on any day from Monday to Friday inclusive that is not a holiday. The Employer will pay you for a meal if, at its request, you work for more than 5 hours on any Saturday, Sunday, or public holiday. If you work more than 9 hours on one of those days, the Employer will pay you another meal allowance.

When this clause does not apply

- 12.3 This clause does not apply to any work you do when you are recalled to work in the way set out in clause 17.

13. TRAVEL EXPENSES

The Employer will pay your travelling expenses

- 13.1 If you have to travel in the normal course of business from your normal place of employment, the Employer will pay you all reasonable travelling, accommodation, meal and related expenses (including reasonable calls home) to sustain a comfortable and convenient schedule whilst away from home. However, the Employer can choose how you travel and where you stay.

The Employer also pays for dependent family members

- 13.2 If it is necessary for any of your dependent family members to go on the same journey as you, the Employer will pay each dependent person the same costs that it pays you. This applies whether the dependent family member travels with you or separately.

Late finish allowance

- 13.3 If you are required by the Employer to work until 8.00 pm or beyond, and this is approved beforehand by your Manager, you will be reimbursed for the cost of a taxi to your home.

14. CAR ALLOWANCE

The Employer will pay you an allowance if you use your car

- 14.1 If you use your car in connection with the Employer's business in circumstances approved by the Employer, it will at least pay you one of the following allowances:

Non rotary engine capacity	Rotary engine capacity	Cents a kilometre
up to 1600 cc	Up to 800 cc	58
1601 – 2600 cc	801 to 1300 cc	69
More than 2600 cc	More than 1300 cc	71

The Employer pays you for a minimum of 7 kilometres

- 14.2 The Employer will pay you for at least 7 kilometres for every return trip from your work place even if you travel less than 7 kilometres.

15. REMOVAL EXPENSES

Your removal expenses and reimbursement

- 15.1 The Employer will pay your reasonable removal expenses if you change your residence at the Employer's request. If you retire from the Employer or are made redundant, the Employer will also pay your reasonable removal expenses to the place where you were first employed by the Employer if, at the end of your employment, you are not living there.

Visits if you are transferred interstate

- 15.2 Where you have applied for and been appointed to an interstate position with the Employer, the Employer will provide air travel for you and your immediate family to visit your home state once each year (from the date of transfer), up to a maximum of 3 visits.

16. ACCIDENT MAKE UP PAY

You are entitled to accident make-up pay.

You are entitled to accident make-up pay. The full details of your entitlement are set out in Schedule B to this Agreement. Schedule B forms part of this Agreement.

17. STAND BY OR CALL-BACK

Your telephone costs

- 17.1 The Employer will pay your full telephone rental costs, plus the cost of calls you make in relation to your work, for the period while you are rostered to stand-by.

Your pay and allowances if you are called back to work

- 17.2 If the Employer recalls you to work, it will pay you double time for:

- all hours worked; and
- 1 hour of travel time,

with a minimum of 4 hours payment, including travel time.

- 17.3 If you use your own car in relation to being called back to work, the Employer will pay you the allowance set out in clause 14. If you use taxis, the Employer will reimburse your full fare.

18. STAFF INCENTIVE REWARD SCHEME

You will be entitled to participate in a Performance Bonus Plan which provides you with the opportunity to receive a variable annual bonus. Payment of, and the amount of any bonus is contingent on BNP Paribas, Business Unit, team and individual performance during a "performance year" Such payment is not guaranteed and does not constitute a contractual promise.

19. SUPERANNUATION

You and the Employer can agree to an arrangement where superannuation contributions are deducted from your salary before the correct amount of tax to be deducted is assessed. Superannuation contributions are made to a complying superannuation fund nominated by you or, if you do not nominate, then as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

PART 4 – HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK

20. HOURS YOU WORK

Your ordinary hours each week

- 20.1 The Employer will continue to normally only require you to work for 37.5 ordinary hours each week between 7:00 am to 8:00 pm, Monday to Friday. Any time you have off as a meal break is not counted when adding up the hours you work.

Limit on scheduled hours

- 20.2 You cannot be scheduled to work:
- more than 12 hours of ordinary time in any 1 day; or
 - more than 50 hours of ordinary time in any 5 day period

Who this clause applies to

- 20.3 This clause, with the exception of clause 20.5, does not apply to you if:
- you work part time; or
 - you are employed on shift work.

Meal breaks

- 20.4 Meal breaks must be at least 45 minutes. The Employer determines when you can take your meal break. Your break will be between 11:30 am and 2:30 pm. However:
- in an emergency, you and the Employer can agree that your meal break is only to last for 30 minutes;
 - you may take a meal break of 30 minutes to suit your personal needs if the Employer agrees to that; and
 - you may change the time of your meal break if the Employer agrees to the change.

Times of work

- 20.5 The times when you work your ordinary hours shall be as directed by the Employer.

21. THE LENGTH OF TIME YOU ARE ENTITLED TO BE OFF DUTY

Your break between work periods

- 21.1 You are entitled to at least 10 consecutive hours off duty between the end of your ordinary work or shift and the beginning of your ordinary work on the next day or shift. If the Employer asks you to start your work again, or continue your work, without you having had 10 hours off duty, the Employer will pay you at double time until you go off duty. When you do go off duty, you are entitled to 10 consecutive hours off duty. You will not lose any pay

if having the 10 hours off duty causes you to miss working time which you would normally work.

- 21.2 If you commence work after 9.00 am the following day, you will be paid double time for all hours worked after 5.00 pm on that day.

Who this clause applies to

- 21.3 This clause does not apply to you:

- for time you work when the Employer recalls you to work in the way allowed under clause 17;
- for time you are on standby in the way described in clause 17;
- if you swap shifts and clause 23.12 applies.

22. OVERTIME YOU WORK

What you are paid for working overtime

- 22.1 The Employer will pay you for any overtime you work at the rate of time and a half for the first 3 hours. After the first 3 hours, you will be paid at double time. Subject to clause 20.2, you work overtime if:

- you work more than 7.5 hours in any one day. The Employer will not count your meal time when counting up the 7.5 hours;
- you work before 7.00 am on any day;
- you work more than 37.5 hours in a week.

Saturday, Sunday and Public Holidays

- 22.2 If you work on any Saturday, Sunday, or statutory, designated or proclaimed public or bank holiday because the Employer requires you to, the Employer will pay you at double time for all time worked, with a minimum payment of 4 hours, even if you work for less than 4 hours

You can take time off in lieu

- 22.3 If you ask the Employer and the Employer agrees, you can take time off instead of being paid for some or all of your work on overtime, Saturdays, Sundays or Public Holidays. The amount of time you take off is equal to the amount of such time you worked and for which the Employer is not paying you. If you have not taken the time off within 4 months of working that overtime, you can request payment at the overtime rate for the overtime worked.

The Employer will not pay you more than once for the same time

- 22.4 You cannot be paid more than once for any period of time you work.

Overtime must be authorised

- 22.5 The Employer will only pay for overtime that has been authorised by your supervisor.

Overtime will be paid for each 15 minute period you work

22.6 Your overtime pay is based on each completed 15 minute period you work.

The Employer will keep records and arrange payment

22.7 The Employer will keep records of all overtime you work. The Employer will pay you for overtime within 4 weeks after the end of the period in which you worked that overtime. You do not have to apply to be paid.

Your hourly rate

22.8 Your hourly rate for calculating your overtime pay is your minimum weekly total cash salary divided by 37.5.

This clause does not apply to some people

22.9 This clause does not apply to you if you are employed on Management Terms of Employment.

23. SHIFT WORK

The Employer may employ you on shift work

23.1 Despite anything else in this Agreement, the Employer may employ you on a shift work basis. If the Employer does, this clause sets out the conditions that apply to your employment. If any part of this clause is inconsistent with anything else in this Agreement, the condition in this clause applies to you.

Your ordinary hours

23.2 If you are employed on a shift work basis, your ordinary hours must not be more than 8 hours 25 minutes a shift and 38 hours per week. The Employer cannot ask you to work more than 6 shifts in a week.

Two different shifts

23.3 For the purpose of this clause, the core span of hours is 7.00 am to 8.00 pm Monday to Friday. The Employer may operate 2 shifts outside core hours. To be shift work, your work period must form part of a cycle of shifts. The shifts are:

8.00 pm - means a shift rostered to begin at, or after, 8 pm and before
Midnight midnight

Midnight – 7.00 means a shift rostered to begin at, or after, midnight and before
am 7.00 am.

Your shift allowance

23.4 If you work a morning shift, afternoon shift, or night shift, the Employer will pay you an extra allowance in addition to your ordinary hours rate. The extra allowance is based on a percentage of your total cash salary. The percentages are as follows:

Shift	Extra percentage the Employer pays you
8.00 pm – Midnight	20%
Midnight – 7.00 am	27.5% (Tuesday to Friday morning inclusive)

If your shift is on Saturday, Sunday, or Public Holiday

- 23.5 If more than half of your shift falls on a Saturday, Sunday, or public holiday, the Employer will pay you at double your normal rate of pay for the whole shift. A shift that is rostered to begin at, or after 9.00 pm will be treated as having all been worked on the day after the day on which the shift is rostered to begin. That also applies to any overtime worked after that shift.

Shift work overtime

- 23.6 If you work more than 8 hours 25 minutes in any one day (not including your meal time), the Employer will pay you:
- double time for work on a Saturday, Sunday, or public holiday;
 - time and a half for the first 3 hours on any other day. For any time you work after the first 3 hours, the Employer will pay you at double time.

The extra time you work is calculated on a weekly basis, unless it is performed on a Saturday, Sunday, or public holiday.

This sub-clause does not apply to you if you are employed on Management Terms of Employment.

If you are transferred to or from shift work in the middle of a pay period

- 23.7 If you are transferred to or from shift work during a normal weekly overtime calculation period, the Employer will calculate your overtime payments on the basis that you worked shift work for all of the time you worked during that period.

When you are not entitled to additional payment for overtime

- 23.8 You are not entitled to be paid overtime if you are employed on Management Terms of Employment.

Your meal break

- 23.9 If you work shift work for more than 5 hours, you can have a meal break of at least 30 minutes, unless you would normally finish your shift within that 30 minutes. The Employer decides at what time you take your meal break.

Shift meal allowance

- 23.10 The Employer will pay you \$10.75 for a meal if you work for more than 9 hours (not counting meal breaks) at the Employer's request on any day from Monday to Friday inclusive that is not a holiday. The Employer will pay you \$10.75 for a meal if, at its request, you work more than 5 hours overtime on any Saturday, Sunday or public holiday. If you work more than 9 hours overtime on one of those days, the Employer will pay you

another \$10.75. You are not entitled to a meal allowance if you are on Management Terms of Employment.

Your transport costs

- 23.11 If you start or finish a shift (or overtime related to a shift) at a time when the usual or reasonable means of travel are not available, the Employer will pay you your travel costs from and/or to your home.

The Employer will give you notice before it transfers you to shift work, or from one pattern of shift work to another

- 23.12 The Employer will give you at least 2 weeks notice before it transfers you to shift work. The Employer will give you at least 1 week's notice before it transfers you from one pattern of shift work to another pattern of shift work. However, neither of those clauses applies if the transfer happens because of emergency, or the absence of another person.

You and another employee can swap shifts

- 23.13 You may swap your shift with another employee as long as your request is approved in writing by the Employer. If you swap shifts, you are entitled to at least 7 consecutive hours off duty between shifts.

If you then work so much overtime at the end of your first shift that you are unable to have 7 consecutive hours off duty before starting your next shift, you are not entitled to any period off duty, or to any extra payment.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

24. PUBLIC HOLIDAYS

Which Public Holidays will you be paid for?

- 24.1 In addition to any other leave entitlements you have under this Agreement, the following days shall be observed as a holiday:

- New Year's Day
- Good Friday
- Easter Saturday
- Easter Monday
- Christmas Day
- Boxing Day

The following days, if those days have been declared public holidays in your State or Territory, shall be observed as a holiday:

- Australia Day
- Anzac Day

- Queen's Birthday
- Eight Hours Day/Labour Day

Whichever of the following days is a declared public holiday in your State or Territory shall be observed as a holiday:

- August Bank Holiday (New South Wales)
- Melbourne Cup Day (Victoria)
- Brisbane Royal National Show Day (Queensland)
- Adelaide Cup Day (South Australia)
- Foundation Day (Western Australia)
- Easter Bank Holiday (Tasmania)
- August Bank Holiday (Australian Capital Territory)
- Picnic Day (Northern Territory)

What happens if the Government changes the public holidays?

- 24.2 If your State, Territory or locality declares another day as a public holiday in substitution for one of the days listed in this clause, the substituted day will be observed as a holiday instead of the listed day.

What if a public holiday falls on a weekend?

- 24.3 If Christmas Day falls on a Saturday or Sunday, 27 December will be observed as a holiday in lieu. If Boxing Day falls on a Saturday or Sunday, 28 December will be observed as a holiday in lieu. If New Year's Day or Australia Day falls on a Saturday or Sunday, the next Monday will be observed as a holiday in lieu.

What if there are more public holidays in your State or Territory?

- 24.4 If in your State or Territory more days are declared public holidays than those listed in this clause, those extra days will be observed as holidays.

You can agree with the Employer to substitute another day for a public holiday

- 24.5 If you and the Employer agree, another day may be substituted for any of the holidays listed in this clause.

25. YOUR ANNUAL LEAVE

Your entitlement

- 25.1 You are entitled to at least 20 working days leave for each full year you work for the Employer. You are entitled to proportionate leave for the number of calendar days you work for the Employer that do not total a year. Your proportionate entitlement will be calculated as follows:

$$\frac{20 \text{ days} \times \text{number of calendar days worked}}{365 \text{ days}}$$

When leave involves portion of a day

25.2 If you are entitled to leave that includes a portion of a day:

- that is more than 0.5 of a day, you are entitled to an additional day's leave;
- that is less than 0.5 of a day, you are not entitled to any leave for that portion.

When leave is taken

25.3 The time of giving and taking of leave shall be by mutual arrangement between you and the Employer. However the Employer will not unreasonably refuse your request for leave.

Taking leave if directed

25.4 The Employer may direct you to take annual leave during any shut down, including any such shut down over the Christmas and New Year period, provided you have an accrued annual leave balance that will at least cover the period of the shut down.

The Employer may direct you to take up to a quarter of your total accrued annual leave entitlement if your accrued annual leave entitlement exceeds 8 weeks.

The Employer pays you for your leave if you stop working for the Employer

25.5 On termination of employment the Employer will pay you for your leave entitlements. The amount the Employer pays you will include all the salary, the higher duties rate if this would have been payable during the period of leave, and allowances which you are entitled to for work you perform within ordinary hours. However, the Employer will not pay for allowances or costs for your removal or travel except in the circumstances covered by clause 15.

You must pay the Employer back for leave you take in advance

25.6 If you are no longer employed the Employer, you must pay it an amount equal to any leave that you have taken in advance, but not earned. The Employer can deduct that amount from any money that it owes you.

The Employer does not pay annual leave loading

25.7 The Employer will not pay you an annual leave loading.

Cashing out annual leave

25.8 You may forego an entitlement to take an amount of annual leave available to you if:

- you give the Employer a written election to forego the amount of annual leave; and
- the Employer authorises this.

You will be entitled to pay in lieu of this annual leave at a rate no less than your basic periodic rate of pay at the time you make the election. However, during each 12 month period, you are not entitled to forego an amount of annual leave credited to you that is equal to more than 1/26th of the nominal hours worked by you for the Employer during the period. Nominal hours has the same meaning as in the Workplace Relations Act 1996. In

summary the Act provides that, for employees who work a specified number of hours per week, nominal hours are the specified hours less:

- absence on leave which does not count as service
- any period of industrial action

For employees who work irregular hours, nominal hours are the lesser of:

- the number of hours in the week the employee works plus any hours absent on leave that counts as service less any period of industrial action; and
- nominal hours calculated as if the employee were employed to work 38 hours per week.

26. UNPAID LEAVE IN SPECIAL CIRCUMSTANCES

In certain circumstances the Employer may agree to you taking leave without pay if you have exhausted your entitlement to annual leave. If the Employer allows you to take such unpaid leave for a period of longer than 9 days, your annual leave entitlement will not accrue during the whole period of this unpaid leave.

27. PERSONAL LEAVE

27.1 You are entitled to 5 days paid personal leave per year, which accrues pro rata and is credited monthly throughout the year. Personal leave is cumulative as follows:

- in the first 5 years of service - up to 15 days of untaken leave per year of service
- thereafter - up to 10 days of untaken leave per year of service

27.2 Personal leave is paid when you are absent to:

- personal illness or injury (sick leave); or
- the need to care for an immediate family or household member who is ill or injured, or has been affected by an unexpected emergency, and requires your care and support (carer's leave)

Sick Leave

27.3 You are entitled to take sick leave when you are suffering from an illness or injury. If you do so you must provide a statement that you were unfit for work in the form of a medical certificate from a registered health practitioner or, if this is not reasonably practicable, a statutory declaration made by you substantiating your personal illness or injury.

Carer's leave

27.4 You are entitled to take carer's leave to support an immediate family member, or household member who:

- has suffered a personal illness or injury; or
- is affected by an unexpected emergency.

An immediate family member means:

- your spouse, child, parent, grandparent, grandchild or sibling; or
- your spouse's child, parent, grandparent, grandchild or sibling.

Before, or as soon as reasonably practicable after taking carer's leave, you must provide a statutory declaration made by you stating that the above need for carer's leave arose.

Unpaid carer's leave

If you have exhausted your paid personal leave entitlements, you are entitled to take up to 2 days of unpaid carer's leave on each occasion satisfying the above conditions. If you do so, the above requirements for substantiation will apply.

Compassionate Leave

27.5 In addition to your entitlement to carer's leave you are entitled to take compassionate leave:

- after the death of a member of your household or immediate family; or
- to spend time with a member of your household or immediate family who has a personal illness or injury that poses a serious threat to his or her life.

You are entitled to up to 2 days paid compassionate leave on each occasion satisfying clause 27.4. If you do so the Employer may require reasonable evidence that clause 27.4 has been satisfied.

The 2 days compassionate leave need not be taken consecutively.

28. PERSONAL EMERGENCY LEAVE

28.1 The Employer may grant paid leave where you are unable to attend work because of an emergency. Such emergencies will include:

- the death of a close relative or friend
- illness of your child, partner or parent, or other dependant, absence of your child's carer, or unforeseen closure of your child's school;
- other such unforeseen occasions considered appropriate at the discretion of your manager.

28.2 The total amount of paid leave which may be granted will not normally exceed 5 days per annum except in the case of the death of a close relative or friend and will not accumulate from year to year.

28.3 This leave can be taken in 2 hour blocks.

28.4 It is agreed that you will exhaust this leave before an application for leave is made under clause 27 - Personal Leave.

28.5 This application will be granted at the discretion of your manager.

29. PARENTAL LEAVE

You are entitled to unpaid leave for the birth or adoption of a child. The full details of your entitlements are set out in Schedule C to this Agreement. Schedule C forms part of this Agreement.

30. LONG SERVICE LEAVE

Long service leave shall be provided in accordance with the relevant state long service legislation. However if you were entitled to accrue long service leave pursuant to the AMP-GIO Enterprise Agreement 2000, then this entitlement will continue.

SCHEDULE A ENDING YOUR EMPLOYMENT

The Employer will apply the Workplace Relations Act 1996 if it terminates your employment.

1. In circumstances which might lead to the Employer terminating your employment, the Employer will apply the provisions of the Workplace Relations Act 1996. However where notice of termination of your employment is required it will not be less than 4 weeks, unless you are on probation, in which case notice will be 1 week, or payment in lieu, as provided in clause 2.4. The Employer will also apply the terms set out in this clause.

The Employer can pay out your notice

2. Instead of giving you the notice set out in the Workplace Relations Act 1996, the Employer can pay you for the notice period or can reduce the notice period and pay you for that reduction. If the Employer chooses to pay you instead of allowing you to work for your full notice period, it will calculate the amount it pays you on your actual rate of pay for the ordinary hours you would have worked during the period of notice.

You have to give the Employer the same notice

3. If you decide to leave the Employer's employment, then you must give to the Employer the same notice that it would have to give to you to terminate your employment. However, if you are over 45 years old you do not have to give the Employer the extra week's notice that it has to give you. If you do not give the Employer the proper notice the Employer can deduct from any money it owes you up to the amount you would have earned if you had worked for the period of notice you should have given.

You can have paid time off to look for employment

4. If the Employer has given you notice, it will give you up to 1 day off without loss of pay so that you can look for other employment. You can take the time off when it is convenient for you, after you have consulted the Employer. The Employer may, at its discretion, allow you to take more than 1 day off without loss of pay so that you can look for other employment. If it does so the Employer may require you to give it proof you attended a job interview. A statutory declaration from you will be sufficient proof.

Your entitlement to a Statement of Service and reference

5. If your employment by the Employer ends, the Employer must provide you with a Statement of Service and may, at its discretion, provide you with a reference.

You must repay any money owing to the Employer

6. If your employment by the Employer ends, you must immediately repay to the Employer any amounts of money you owe it unless you have an agreement in writing with the Employer which states otherwise. This must be done whether the amounts of money are due to be repaid at that time or not. The Employer may deduct any amounts of money you owe it from any amounts of money it owes to you at the time your employment ends.

SCHEDULE B ACCIDENT MAKE UP PAY

When are you entitled to make-up pay

If you are injured while employed by the Employer and entitled to receive worker's compensation under the appropriate State legislation, you will also be entitled to receive make-up pay from the Employer.

What you are entitled to and for how long

Make-up pay is a weekly payment which covers the difference between what you receive in direct compensation and the rate to which you are entitled when working ordinary time for your particular position. This payment can continue for a maximum of 26 weeks in respect of any one particular injury. You are not entitled to make up pay while you are on any other paid leave.

Your entitlement may end sooner

If a registered medical practitioner declares you fit for certain work, and the Employer makes that work available at the rate to which you are entitled when working ordinary time, and you reject or fail to commence that work, make-up pay will cease from the date you refuse to work or fail to perform the work. Make-up pay also ceases if you die.

What you must do if you claim damages or settle your claim

You must tell the Employer if you start any action or claim for damages in relation to your injury. You must authorise it, if it asks you to, to obtain information on the progress of the action or claim from your solicitors. You must give the Employer an authority, if it wants it, allowing it a charge on any money payable under any verdict or settlement relating to your injury. Make-up pay also ceases if you settle your claim for the injury.

You must pay back any make-up pay you received from the Employer if the settlement was not reduced by the amount of that make-up pay.

You have protection against termination of employment

The Employer cannot terminate your employment during the 26 week period of make-up pay merely by reason of incapacity or for the purpose of avoiding make-up pay. However all other normal termination rights apply.

SCHEDULE C PARENTAL LEAVE

1. GENERAL PROVISIONS

1.1 What is Parental leave?

The Employer will provide unpaid leave to you if you are about to become a parent through child birth or adoption. Nevertheless payment for leave will be made in the following circumstances:

- 6 weeks of maternity leave to be paid upon commencement of the leave;
- 1 week of paternity leave at the time of the birth.

1.2 Who is entitled to leave?

You must be a full time or part time employee and have had twelve months' continuous service with the Employer immediately before the date you start your leave.

1.3 What is continuous service?

Continuous service means unbroken service. Your service is not broken if you work part-time or if you take leave in accordance with this Schedule or any leave authorised by the Employer.

1.4 What is the leave available for?

Maternity leave is for employees who become pregnant.

Paternity leave is for a male employee taking on the principal role of providing care and attention (primary care giver) to a child of his, or his spouse, under the age of 1 year.

Adoption leave is for an employee taking on the principal role of providing care and attention (primary care giver) to a child under the age of 5 years whom the employee is adopting within Australia. It includes leave for "relative adoption", which is when a child is adopted by a grandparent, brother, sister, aunt or uncle (whether a full blood relative, half blood, or by marriage) of the child. If the employee is adopting from another country, then "Adoption Leave" can apply where the child is above the age of 5 years.

1.5 Who is your spouse?

Your spouse is either your married partner, de facto partner or former spouse.

1.6 How much leave is available?

You and your spouse can between you take up to 52 weeks of leave. For example if your spouse takes 3 months leave from his/her employer you can take up to 9 months leave.

1.7 Other leave entitlements

You can take any annual leave or long service leave owing to you at the same time as parental leave provided your total absence from work is not more than the period of parental leave you are allowed.

You cannot take sick leave or other paid absences during parental leave.

1.8 What happens to your job?

Your continuity of service

Your continuity of employment with the Employer is not broken by your parental leave. However you do not accrue other entitlements such as annual or long service leave while you are away. Your period on leave does not count as part of your total period of service with the Employer.

When you are ready to return

You must give the Employer at least 4 weeks notice in writing of your intention to come back to work before the end of your leave. When you return to work, or to full time work if you have been working part-time under these procedures (or at the end of the notice you have given), you are entitled to your previous position or, where agreed in writing with the Employer, to a position of equal status and at least the same remuneration. Your previous position is the position you held before starting leave or, if you moved to safe duties or a part-time position under these provisions, the position you held before you moved. If your previous position no longer exists but other comparable positions you are capable of performing are available, you are entitled to such a position.

You can lengthen or shorten your leave

Subject to the 52 week maximum which you and your spouse can take as parental leave you may extend your period of leave by giving the Employer at least 1 month's notice in writing of how much extra time you want to take. You may do this once as of right. If you want more than one extension you have to get the Employer's agreement.

You may also shorten the period with the Employer's consent, by giving at least 1 month's notice of the period by which you want to shorten your leave.

A replacement employee

The Employer can employ a replacement employee to fill your position. Before employing the employee, the Employer must tell the employee of the temporary nature of the employment and of your right to return to work. If someone is temporarily promoted or transferred to your position and a replacement is employed for the promoted or transferred employee, the Employer must tell the replacement of the temporary nature of the employment and of the rights of the promoted/transferred employee to return to his/her position.

Termination

While on leave you or the Employer can terminate your employment by giving the required notice. However the Employer cannot terminate your employment because of your need for, or absence on, parental leave.

Parental Leave and Part-time Work

Provided the Employer agrees, if you are 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. The work to be performed need not be the same work as you performed full-time before transferring to part-time.

You must give the Employer at least four weeks' notice of their desire to work part-time.

The agreement to work part-time must be set down in writing. It must set out how many hours are to be worked and when, the position classification, the period.

You must also give the Employer at least four weeks notice of your intention to return to full-time work. Upon return to full-time work you are guaranteed a position that uses your skills, competencies and experience and is comparable in pay and status to the position you held immediately prior to commencing part-time work.

2. MATERNITY LEAVE

2.1 When can you take leave

You can take leave up to your child's first birthday. Except for 1 week at the time of birth you cannot take maternity leave at the same time as your spouse takes paternity leave.

Where you continue to work within the 6 week period immediately prior to the expected date of birth, or where you elect to return to work within 6 weeks after the birth, the Employer may require you to provide a medical certificate stating that you are fit to work on your normal duties.

2.2 Notice and documentation

You must give the Employer a certificate from a registered medical practitioner stating that you are pregnant and the expected date of birth. You must give the Employer this certificate at least 10 weeks before the expected date of birth. You must give the Employer at least 4 weeks notice in writing of the date on which you propose to start your maternity leave and the period of leave you plan to take. At the same time you must give the Employer a statutory declaration as to the amount of paternity leave to be taken by your spouse. The statutory declaration must also state that you will not engage in any conduct inconsistent with your contract of employment during your period of maternity leave.

You are not breaching this Agreement if you cannot give the Employer 10 weeks notice because you have your child earlier than expected.

2.3 Transfer to safe duties

If a registered medical practitioner considers it inadvisable for you to continue in your present job, due to illness or risks arising out of your pregnancy or hazards connected with your work you must, if the Employer considers it practicable, transfer to safe duties until the time you start your maternity leave. When working these safe duties you are entitled to the rate of pay and conditions of that particular job. If safe duties are not practicable then you may, or the Employer may require you to, take leave for whatever period a registered medical practitioner certifies as necessary. In either case Section 268 of the Act will apply. This leave will cease on the earlier of the date stated in the medical certificate as the end of the period during which you are not fit for your present job, or the day before the date of birth of the child or the end of the pregnancy.

2.4 Cancellation of maternity leave

If your pregnancy ends other than by the birth of a living child before you have started your maternity leave, the Employer will cancel your leave.

If this happens and you have started your leave, you can notify the Employer in writing of your desire to return to work. The Employer must nominate a starting date which will be no later than 4 weeks after you notified it of your desire to return to work.

2.5 Special maternity leave and sick leave

If your pregnancy ends after 28 or more weeks other than by the birth of a living child, you are entitled to special maternity leave which is certified as necessary by a registered medical practitioner. Alternatively, for illness other than the normal consequences of birth, you are entitled to take accrued paid sick leave (either in addition to special maternity leave or instead of it) if a registered medical practitioner certifies it as necessary before you return to work.

If you are sick as a result of the pregnancy you may take accrued paid leave and further unpaid leave, prior to commencing maternity leave, if a registered medical practitioner considers it necessary. However the total of all these periods of leave must not be more than the total maternity leave available to you.

3. PATERNITY LEAVE

3.1 When you can take leave

You can take leave up to your child's first birthday. You can take 1 week of your leave at the time of the birth. You can take a further unbroken period of up to 51 weeks where you are to be the primary care giver to your child, but you cannot take this part of the leave at the same time as your spouse takes maternity leave.

3.2 Notice and documentation

You must give the Employer at least 10 weeks notice of your proposed period of leave, and the starting and finishing dates of the leave. You must also give the Employer, at the same time:

- (a) a certificate from a registered medical practitioner stating the name of your spouse, the fact that she is pregnant and the expected date of birth or the date on which the birth took place;
- (b) a statutory declaration stating that you will be the primary care giver to the child, and the details of any maternity leave to be taken or already taken by your spouse. It must also state that you will not engage in any conduct inconsistent with your contract of employment during the period of paternity leave.

You do not breach this Agreement if you do not give the proper notice because the birth occurs earlier than expected or the mother of the child dies or some other compelling circumstance. However, you must inform the Employer immediately of any change in the information you have given in the certificate and statutory declaration.

3.3 Cancellation of paternity leave

Where you have not started your leave and the pregnancy of your spouse ends other than by the birth of a living child, the Employer will cancel your leave.

4. ADOPTION LEAVE

4.1 When you can take leave

You can take leave if a child is placed with you for the purposes of adoption, except where the child is your own, or is the child of your spouse, or a child who has previously lived with you for a period of 6 months or more. You can only take leave if you are to be the primary care giver to the child and the child is less than 5 years of age (or older in the case of an international adoption). You must take leave within 1 year of the child being placed with you for adoption. It can be taken in 2 periods, one of 3 weeks at the time of placement, and

the rest at a later date, or in one unbroken period of up to 52 weeks. Your entitlement to 52 weeks will be reduced by any period of adoption leave to be taken by your spouse.

4.2 Notice and documentation

The Employer requires a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with you for adoption purposes, or a statement from an appropriate Government authority confirming that you are to have custody of the child pending application for an adoption order. When you get notice that your application for adoption has been approved you must tell the Employer. If you are applying for relative adoption, then you must give this notice when you decide to take the child into custody pending that application. Within 2 months of getting the notice (or for relative adoption, taking the child into custody) you must also notify the Employer of the period or periods of adoption leave that you propose to take. If you have received approval at the time of commencing employment with the Employer you must notify the Employer on commencing employment.

10 weeks before commencing leave you must give the Employer notice in writing of the date of starting leave and the period of leave to be taken. No later than 1 month before the placement takes place, you must give notice in writing to the Employer of the proposed date of starting any period of leave which you are taking at the time of the placement of the child. You do not breach this Agreement if you do not give the notice because of a requirement of an agency to accept earlier or later placement of a child, the death of the spouse, or other compelling circumstances.

4.3 Cancellation of adoption leave

The Employer will cancel your leave if you have not started it and the placement of the child does not proceed. If this happens and you have started the leave, you must give notice to the Employer of your intention to return to work, and the Employer must nominate a time within 4 weeks for you to return to work.

4.4 Special leave

2 days unpaid leave is available to you where you are required to attend compulsory interviews or examinations as part of the adoption procedure. Where paid leave is available the Employer has the option of paying you out of this leave.

ATTACHMENT 1

10/12/2007

**BNP PARIBAS FUND SERVICES COLLECTIVE AGREEMENT 2007
PROPOSED COLLECTIVE AGREEMENT FAIRNESS TEST**

PROTECTED CONDITIONS IN AWARD	MODIFIED/EXCLUDED IN DRAFT AGREEMENT? IF SO, HOW?
<p>1. The AFPCS</p> <ul style="list-style-type: none"> • wages and classifications • minimum 38 hours per week • 4 weeks annual leave • 10 days paid carer's leave • 52 weeks unpaid parental leave 	<ul style="list-style-type: none"> • meets (no provision for casual employment) • exceeds • meets (continuous shifts not permitted – weekend work is overtime) • Exceeds • exceeds (6 weeks paid maternity leave, one week paid paternity leave)
<p>2. Other conditions</p> <p>2.1 rest breaks – no award provision</p> <p>2.2 incentive based payments and bonuses – no award provision</p> <p>2.3 annual leave loading – incorporated in award wage rates</p> <p>2.4 public holidays</p> <p>2.5 days substituted for public holidays and procedure</p> <p>2.6 allowances</p> <ul style="list-style-type: none"> • higher duties • location • travel and car • qualification • loadings for overtime • loadings for shift work • penalty rates 	<p>2.3 no change</p> <p>2.4 no change</p> <p>2.5 no change except substitution may be by individual agreement and not majority, ie. an improvement</p> <ul style="list-style-type: none"> • not an “allowance” – requires promotion to, after 6 months acting in, position • no change • no change except superior, having minimum payment for 7 kms • these allowances are relevant to the insurance industry only and so should not constitute a disadvantage if not offered • no change • award provides for shift provisions by agreement. Collective agreement is agreement, hence no reduction • No casual employment so no casual loading
<p>3. Management Terms of Employment A Level 4 employee (or an employee earning in excess of \$38,480 under the Enterprise Agreement) may elect to be on Management Terms of Employment and so exempted from all award provisions except dispute settlement provided not disadvantaged in overall terms</p>	<p>An employee earning over \$45,000 p.a.(or \$50,000 p.a. if Level 4) is not paid separately for:</p> <ul style="list-style-type: none"> • overtime • shift work overtime • meal money <p>• A Level 3 person being paid the award salary would need to work overtime over the value of \$8,840.60 to be</p>

PROTECTED CONDITIONS IN AWARD	MODIFIED/EXCLUDED IN DRAFT AGREEMENT? IF SO, HOW?
	disadvantaged.
	<ul style="list-style-type: none"> • The minimum agreement salary for a Level 4 is \$6,617.96 p.a. over the award Level 4 rate to allow for overtime or meal money otherwise payable <p>Company policy provides:</p> <ul style="list-style-type: none"> • award equivalent compensation for public holiday work • award equivalent compensation for weekly hours over 12.5 and weekend hours over 6

ATTACHMENT 2

10/12/2007

AMP Employees' Award 2002		BNP Paribas Fund Services Collective Agreement 2007	
Who is covered			
3.4	<ul style="list-style-type: none"> Employees of AMP (including Cogent Investment Operations Pty Ltd) in Australia employed in Levels 1 - 4 positions <p>"Cogent" employees on Fixed Pay Package above Level 4 rate are exempt except for Dispute and Grievance Resolution provision.</p>	1.1	<ul style="list-style-type: none"> All BNP Paribas Fund Services Australasia Pty Ltd employees whose wages and conditions of employment are intended to be regulated by the AMP Employees' Award 2002
Relationship with other awards			
5	<ul style="list-style-type: none"> Supersedes and replaces the Finance Sector - AMP Employees' Award 1995 	1.3	<ul style="list-style-type: none"> Prevails over any other award to the extent of any inconsistency Terms and conditions are intended to be taken as exhaustive
How can the instrument be varied			
7	<ul style="list-style-type: none"> Enterprise flexibility consultative process 	3	<ul style="list-style-type: none"> Change as permitted by the Act
Classification and grading			
9	<ul style="list-style-type: none"> Four level grading system for employees 	10,11	<ul style="list-style-type: none"> No change.
Method of payment			
12	<ul style="list-style-type: none"> Salaries paid fortnightly into a nominated financial institution account 	2.1, 2.2	<ul style="list-style-type: none"> No changes
Allowances			
12,13	The Award provides the following allowances:		
13.1	<ul style="list-style-type: none"> Higher duties allowance 		<ul style="list-style-type: none"> No corresponding provision
13.2	<ul style="list-style-type: none"> Location allowance 	15.2	<ul style="list-style-type: none"> No change
13.3	<ul style="list-style-type: none"> Travel and car allowance 	15.1	<ul style="list-style-type: none"> Travel – no change
		14	<ul style="list-style-type: none"> Car – no change except also a guaranteed minimum payment for 7 kilometres
13.4	<ul style="list-style-type: none"> Qualification Allowance 		<ul style="list-style-type: none"> No corresponding provision

Workers' compensation make-up pay

16	<ul style="list-style-type: none"> Up to 26 weeks compensation (make up to award rate) Employees cannot be terminated within the first 26 weeks because of the incapacity 	16	<ul style="list-style-type: none"> No change except that make up is superior, being to actual salary
----	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	---------------------------------------------------------------------------------------------------------------------

Wage rates

10	<ul style="list-style-type: none"> The wage rates under the Award are: 	10	<ul style="list-style-type: none"> The wage rates under the Agreement are:
----	---------------------------------------------------------------------------------------	----	-------------------------------------------------------------------------------------------

New Grade (AMP Employees Award 2002)	Minimum Rate (2005 Safety Net Adjustments) \$ pa	Minimum Rate (if 2006 and 2007 AFPC increases added) \$ pa
Level 1	\$24,826.80	\$26,782.60
Level 2	\$28,968.00	\$30,923.88
Level 3	\$34,194.60	\$35,150.40
Level 4	\$41,959.20	\$43,382.04

Category or classification	Minimum Rate \$ per annum
Level 1	\$26,782.60
Level 2	\$30,923.88
Level 3	\$35,150.40
Level 4	\$43,382.04

- Salaries are reviewed annually
- By agreement employees can receive part of their income in other non-wage benefits

Superannuation

17	<ul style="list-style-type: none"> Superannuation contributions are paid according to law. Employees may choose fund. 	19	<ul style="list-style-type: none"> No change. By agreement additional contributions can be made by salary sacrifice.
----	--------------------------------------------------------------------------------------------------------------------------------------	----	-------------------------------------------------------------------------------------------------------------------------------------

Dispute resolution procedure

18	<ul style="list-style-type: none"> A graduated consultative process is employed. Dispute may be submitted to the AIRC for resolution. 	4	<ul style="list-style-type: none"> Similar to award provision. Dispute may be submitted to AIRC for conciliation.
----	------------------------------------------------------------------------------------------------------------------------------------------------------	---	----------------------------------------------------------------------------------------------------------------------------------

Hours of work

19	<ul style="list-style-type: none"> Ordinary hours of work - 37.5 (exclusive of meal time) per week between 8.30 a.m. and 5.30 p.m. Monday to Friday. A different span of hours may be agreed 	20	<ul style="list-style-type: none"> Ordinary hours are 37.5 per week between 7:00am and 8:00pm, Monday to Friday.
----	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----	---------------------------------------------------------------------------------------------------------------------------------

Overtime							
20	<ul style="list-style-type: none"> • Only payable with management's consent • All time worked in excess of ordinary hours on any work day other than statutory public holidays or gazetted bank holidays. • Paid at: <ul style="list-style-type: none"> • 1.5 times ordinary hours rate for first three hours • double time thereafter. • Overtime meal allowance \$10.75 (20.8) 	22	Overtime conditions and rate of pay remain unchanged				
Shift work							
22	<ul style="list-style-type: none"> • Employees in any classification may be employed on shifts. • All shift arrangements may be decided in accordance with the Enterprise Flexibility clause in the Award 	23	<ul style="list-style-type: none"> • Employees may be employed on shift work. • Ordinary hours must not exceed 8 hours 25 minutes per shift and 38 per week or 6 shifts per week. • Shift allowances are: <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">8.00 pm - Midnight</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>Midnight – 7.00 am</td> <td style="text-align: right;">27.5%</td> </tr> </table> <p style="margin-left: 40px;">calculated on the employee's wage.</p> 	8.00 pm - Midnight	20%	Midnight – 7.00 am	27.5%
8.00 pm - Midnight	20%						
Midnight – 7.00 am	27.5%						
Part-time employment							
23	<ul style="list-style-type: none"> • Part-time employees can be appointed and: <ul style="list-style-type: none"> • work less than 37.5 hours (excluding meal time) per week paid on a pro rata basis • employer can vary hours • accrue leave at the pro rated rate 	7	<ul style="list-style-type: none"> • No change 				
Casual employees							
24	<ul style="list-style-type: none"> • A loading of 20% in lieu of all paid leave and public holidays • Overtime paid at 1.5 times for the first three hours and 2 times thereafter where hours are: <ul style="list-style-type: none"> • in excess of 10 hours in any single day. • in excess of 37.5 hours in a week. 		<ul style="list-style-type: none"> • The Agreement does not provide for casual employment. 				

	<ul style="list-style-type: none"> • on a Sunday or public holiday. • before 7.00 a.m. or after 8.00 p.m. 		
Annual leave			
25	<ul style="list-style-type: none"> • 20 days paid leave for 12 months continuous service, accruing pro rata monthly • Shift workers are entitled to an extra 1/2 day per month up to a maximum of 5 additional days • Annual leave re-credited where a public holiday occurs during annual leave • Annual leave loading is incorporated into rates of pay • Leave must be taken one year after its accrual (this is not enforceable) • Annual leave or a portion may by agreement be taken before it is accrued 	25	<ul style="list-style-type: none"> • No change
Leave without pay			
	<ul style="list-style-type: none"> • No equivalent provision 	26	<ul style="list-style-type: none"> • Unpaid leave of up to 9 days can be negotiated with the employer
Public holidays			
26	<ul style="list-style-type: none"> • All employees receive New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day. • Where Christmas or Boxing Day or New Years Day fall on weekends holidays will be taken on the next week day • Employees also receive Australia Day, Anzac Day, Queen's Birthday, and Eight Hours' Day or Labour Day as prescribed in the relevant States, Territories and localities • Other locality based holidays are preserved such as August Bank Holiday in NSW • Further State, Territory or locality, public holidays declared or prescribed will constitute additional holidays for the purpose of the award • Another day may be substituted if majority of affected employees 	24	<ul style="list-style-type: none"> • No change except: • Another day may be substituted if employer and an employee agree

	agree		
Parental leave			
27	<ul style="list-style-type: none"> • Parental leave can be taken by full-time, part-time and eligible casual employees • A combined total of 52 weeks unpaid parental leave can be taken on a shared basis • Parental leave is to be available in a single unbroken period, except that both parents may simultaneously take leave immediately following the event 	29	<ul style="list-style-type: none"> • No change from award. In addition there is: <ul style="list-style-type: none"> • 6 weeks paid maternity leave • 1 week paid paternity leave
Personal leave			
28	<ul style="list-style-type: none"> • Employees (other than casuals) are entitled to 10 days personal leave per annum per year which is cumulative and may be taken as: <ul style="list-style-type: none"> • personal sick leave • up to 10 days per year carer's leave • If paid carer's leave exhausted, may take up to 2 days unpaid per occasion • Subject to notice and supporting evidence 	27	<ul style="list-style-type: none"> • 15 days of available personal/sick leave may be taken in each year of service • Personal leave accrues: <ul style="list-style-type: none"> • in the first 5 years – up to 15 days per year • thereafter – up to 10 days per year • Sick leave is cumulative <p>Carer's leave</p> <ul style="list-style-type: none"> • May use any untaken sick leave accrued since 21 July 1995 to care for eligible person who is sick or injured
Personal emergency leave			
29	<ul style="list-style-type: none"> • Paid leave up to 5 days may be available for emergency purposes 		<ul style="list-style-type: none"> • No change.
Bereavement leave			
29A	<ul style="list-style-type: none"> • Up to 2 days bereavement leave on each occasion for full and permanent part-time employees for a death in Australia • Up to 2 further days on each occasion if such death occurs outside Australia and the employee travels outside Australia to attend the funeral • An employee may also take unpaid bereavement leave by agreement 	27	<ul style="list-style-type: none"> • Employees are entitled to 2 days bereavement leave per occasion

	with the employer.		
Termination of employment			
30	<ul style="list-style-type: none"> • Notice of between 1 and 4 weeks depending on length of service (1 and 5+ years). • Employees over 45 years of age with more than 2 years continuous service are entitled to an additional 1 week's notice. • Employer can pay in lieu • No notice obligation where termination is for serious misconduct • No award obligation for apprentices, fixed term employees, trainees or casuals • Employees must give the same notice to the employer or monies can be withheld • Continuity of service is protected on transmission of business. 	8 Schedule A	<p>Similar to award except:</p> <ul style="list-style-type: none"> • minimum of 4 weeks • paid time off will be provided to look for other employment • Employees will be entitled to a Statement of Service • Employees will be required to repay any money owing to the employer at termination
Redundancy			
3.1	<ul style="list-style-type: none"> • Severance payments of between 0 and 16 weeks (for between 1 and 10+ years service) • Employees can terminate employment by giving notice in circumstances of redundancy and remain entitled to receive the benefits and payments had they remained with the employer until the expiry of the notice only less any payment in lieu of notice • No severance will be paid to employees terminated as a consequence of serious misconduct. • Probationary employees, apprentices, trainees, fixed term or task employees or casuals are not entitled to redundancy 	9	<ul style="list-style-type: none"> • All reasonable alternatives for continuing employment will be explored • Severance payments of between <ul style="list-style-type: none"> • 5 weeks salary for the first year of service or part of a year, • 3 weeks salary for each subsequent consecutive year of continuous service and pro rata for part of a year • The maximum severance payment shall be 104 weeks salary. • Severance payments shall not exceed the amount payable if employment had proceeded to normal retirement date. • An employee who has transferred from full time to part time employment or vice versa will have his or her severance payments based pro rata on the actual time worked in each mode using the employee's current hourly salary rate.