

**GE Money Operations,
Direct Sales & Home Lending
Employee Collective Agreement
2009**

For

**Operations (Parramatta, Buranda) and
Direct Sales (Parramatta) and
Home Lending (Sydney and Parramatta)**

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1. Title

GE Money Operations, Direct Sales & Home Lending Employee Collective Agreement 2009 (the 'Agreement').

2. Effective Date

- 2.1. This Agreement shall commence seven days after the Workplace Authority provides notification that the Agreement passes the no disadvantage test. The Agreement will have a nominal expiry date of 1 July 2013.
- 2.2. Following the expiry of its nominal term under Clause 2.1, this Agreement shall continue to operate until varied by the parties, replaced by another workplace agreement or terminated.

3. No Extra Claims

- 3.1. This Agreement deals comprehensively with the terms and conditions of employment of employees bound by it from time to time and covers all of the matters that the parties intend be the subject of the Agreement. The Agreement supersedes any other collective or individual agreements that may have been in operation prior to the commencement of this Agreement.
- 3.2. Employees will not make and/or pursue any claim or improvement in any term or condition of employment (whether or not such term or condition is covered by this Agreement) during the nominal life of this Agreement.
- 3.3. The Agreement is underpinned by the *Clerical and Administrative Employees (State) Award (NSW)* and the *Clerical Employees Award - State (Qld)* for the purposes of the No-Disadvantage Test, but those awards do not have effect in relation to the employees bound by this Agreement while the Agreement is in operation.

4. Who Is Bound by This Agreement

- 4.1. This Agreement applies to and is binding on:
 - 4.1.1 GE Capital Finance Australasia Pty Ltd in respect of the employees referred to in Clause 4.1.3;
 - 4.1.2 AFIG Wholesale Pty Ltd in respect of the employees referred to in Clause 4.1.4;
 - 4.1.3 All employees of GE Capital Finance Australasia Pty Ltd within the GE Money Operations, Direct Sales businesses employed at Buranda (Queensland), Sydney and Parramatta (New South Wales) or any such other places in NSW and QLD as the Company may determine from time to time, in roles classified as 'Band 1' or

'Associate Band' roles, or such other description of those roles as the Company may use from time to time.

- 4.1.4 All employees of AFIG Wholesale Pty Ltd within the Home Lending business employed at Sydney and Parramatta (New South Wales) or any other such places in NSW as the Company may determine from time to time in roles classified as 'Band 1' or 'Associate Band' roles, or such other description of those roles as the Company may use from time to time.
- 4.2. For the purposes of this Agreement, GE Capital Finance Australasia Pty Ltd and AFIG Wholesale Pty Ltd will be referred to as the 'Company'.
- 4.3. For the purposes of this Agreement, the employees who are bound by this Agreement will be referred to collectively as 'employees', and individually as 'employee' and 'you'.

5. General Employment Conditions

- 5.1. This Agreement sets out employment conditions for employees who are:
- permanent full-time employees; or
 - permanent part-time employees; or
 - casual employees; or
 - fixed term employees.
- 5.2. If, at the date that this Agreement comes into operation you are employed by the Company as a permanent full-time, permanent part-time, casual or fixed term employee you will, subject to this Agreement, continue to be employed on that same basis.
- 5.3. If you were not employed by the Company at the date this Agreement came into operation then, at the time of your engagement, the Company will inform you of the terms of your engagement and, in particular, whether you are to be a permanent full-time, permanent part-time, casual or fixed term employee.
- 5.4. The Company may direct you to carry out the duties that are within the limits of your skill, competence and training.

5.5. Permanent Full-time Employees

- 5.5.1 Without limiting the effect of any other clauses in this Agreement, the arrangements in this Clause 5.5 will apply to employees engaged in permanent full-time employment.
- 5.5.2 Permanent full-time employees are employees who work full-time with defined contracted hours.
- 5.5.3 A permanent full-time employee is employed to work for 76 ordinary hours a fortnight.

5.5.4 The Company will pay you for a minimum of four ordinary time hours for any one start. However, this Clause 5.5.4 will not apply if you go home due to illness within the first three hours of your rostered shift.

5.6. Permanent Part-time Employees

5.6.1 Without limiting the effect of any other clauses in this Agreement, the arrangements in this Clause 5.6 will apply to employees engaged in permanent part-time employment.

5.6.2 Permanent part-time employees are employees who work part-time with defined contracted hours.

5.6.3 A permanent part-time employee is employed to work for any number of ordinary hours less than 76 hours a fortnight.

5.6.4 If you are a permanent part-time employee you will receive equivalent pay and conditions, on a pro-rata basis, to a permanent full-time employee in the same job grade.

5.6.5 As a part-time employee, you may work for the same number of hours as a full-time employee if you occupy a full-time position for a limited period.

5.6.6 If you are a part-time employee employed in New South Wales, you will be employed for no less than two days per week and no less than 12 hours per week, unless otherwise agreed with the Company.

5.6.7 The Company will pay you for a minimum of four ordinary time hours for any one start. However, this Clause 5.6.7 will not apply if you go home due to illness within the first three hours of your rostered shift.

5.7. Casual Employees

5.7.1 Without limiting the effect of any other clauses in this Agreement, the arrangements in this Clause 5.7 and in Clause 5.8 will apply to casual employees.

5.7.2 Casual employees are engaged by the hour from engagement to engagement with no guarantee of on-going employment. Each period that the employee is engaged is regarded as a separate engagement. A casual employee is not a 'permanent employee' under this Agreement.

5.7.3 Unless otherwise stated, and subject to applicable legislation, casual employees are excluded from following clauses in this Agreement:

- Clauses 6.1 and 6.2 of Clause 6 (Termination of Employment);
- Clause 7.6 (Salary Reviews);
- Clause 9 (Leave and Public Holidays) except as stated in that clause;
- Clause 10 (Redundancy, Redeployment and Retrenchment); and
- Clause 11 (Workers Compensation Make Up Pay).

5.7.4 You can be required to work any hours within the span of hours specified in Clause 8.1.

5.7.5 The Company will pay you for a minimum of four hours for any one start. However, this Clause 5.7.5 will not apply if you go home due to illness within the first three hours of your rostered shift.

5.8. Casual Rate of Pay

5.8.1 If you are a casual employee employed in New South Wales, your rate of pay will be the minimum hourly rate set out in Clause 7.1 for the relevant job grade plus a casual loading of 20%.

5.8.2 If you are a casual employee employed in Queensland, your rate of pay will be the minimum hourly rate set out in Clause 7.1 for the relevant job grade plus a casual loading of 23%.

5.8.3 Except as stated in Clause 5.8.4, the loadings described in Clauses 5.8.1, and 5.8.2 above are paid in lieu of any entitlements under this Agreement that are available only to permanent or fixed term employees.

5.8.4 If you are a casual employee employed in New South Wales, the Company will pay to you an additional 8.33% of your ordinary hourly rate (being the rate in Clause 7.1 for the relevant job grade plus your casual loading) in lieu of annual leave.

5.8.5 The Company will pay the casual loading described in Clause 5.8.1 or 5.8.2, as relevant, as a separate loading.

5.9. Fixed Term Employees

5.9.1 Without limiting the effect of any other clauses in this Agreement, the arrangements in this Clause 5.9 will apply to employees engaged in fixed term employment.

5.9.2 A fixed term employee is an employee who is or has been employed to work on a full-time or part-time basis for a fixed term period.

5.9.3 A fixed term employee is employed to work for any number of ordinary hours equal to or less than 76 hours a fortnight within the span of hours specified in Clause 8.1.

5.10. Probation Period

5.10.1 As a full-time, part-time or fixed term employee you will be engaged on a probationary basis for three months. If you are required to undertake at least four weeks training in the first three months of your employment, the probationary period will be four months.

- 5.10.2 During or at the conclusion of the probationary period, your employment can be terminated by either you or the Company giving the other one week's notice, or by the Company paying to you one week's pay in lieu of notice. This notice period will not apply in cases warranting summary dismissal.

6. Termination of Employment

6.1. Termination by The Company

- 6.1.1 This Clause 6.1 applies to full-time, part-time and fixed-term employees only.
- 6.1.2 If the Company terminates your employment, the following notice periods shall be provided (except if you are summarily dismissed or in any other circumstance in Clause 6.4.2):

If your period of continuous service is	The period of notice will be
Less than 1 year	1 week
1 to 3 years	2 weeks
3 to 5 years	3 weeks
More than 5 years	4 weeks

In the event that a greater contractual entitlement to notice of termination is applicable, then the greater period shall apply to the exclusion of the notice period under Clause 6.1.2

- 6.1.3 You will be given an additional two weeks' notice if you are over 45 years of age and have completed at least two years' continuous service with the Company.
- 6.1.4 You will be given an additional two weeks' notice if you have had more than 10 years' continuous service with the Company.
- 6.1.5 Where the Company has given notice of termination to you, you will be entitled to up to one day's paid leave for the purpose of seeking other employment. You must consult with the Company regarding the timing of such leave and this leave must be taken during the notice period and prior to the termination date and at a time agreed with the Company.

6.2. Resignation from Employment

- 6.2.1 If you are a full-time, part-time or fixed term employee and you decide to leave the Company's employ you must give the Company two weeks' notice in writing.
- 6.2.2 If you do not give the Company the required notice it can, to the extent permitted by legislation, deduct from any money it owes you an amount equivalent to what you would have earned had you worked your ordinary hours for the required period of the notice. In addition, you will not receive any money, including but not limited to superannuation benefits, that would have been payable to you or for your benefit during the required notice period.

6.3. Notice of Termination for Casual Employees

If you are a casual employee, your employment may be terminated by either you or the Company giving the other one-day's notice. This notice period will not apply in cases warranting summary dismissal.

6.4. General Provisions Regarding Termination of Employment

6.4.1 The Company may, in its absolute discretion, elect to make a payment to you in lieu of any period of notice, or the unexpired part of any period of notice, given under Clauses 6.1, 6.2 or 6.3. If the Company chooses to pay you instead of allowing you to work for your full notice period, it will pay you an amount equal to the total of all amounts that, if your employment had continued until the end of the required notice period, the Company would have been required to pay you under this Agreement.

6.4.2 The period of notice prescribed in Clauses 6.1, 6.2 or 6.3 shall not apply if:

- you have been engaged as a fixed term employee and the fixed term period of your employment contract expires, in which case your employment terminates on the date your contract expires (otherwise your fixed term contract of employment may be terminated by the Company or by you in accordance with Clauses 6.1 or 6.2);
- your employment is terminated during your probationary period; and/or
- you are summarily dismissed.

6.4.3 Unless you have otherwise mutually agreed with the Company, any money you owe the Company on cessation of employment will, to the extent permitted by legislation, be deemed payable on the date your employment ceases, irrespective of the original due date. This includes monies advanced in relation to your employment including any annualised salary. It does not include monies owed as a result of a client relationship between you and any company in the GE Money group of companies ('Group').

6.4.4 If you were employed by GE Finance Australasia Pty Ltd (formerly Australian Guarantee Corporation Ltd) at the time of conversion to Westpac payroll and received six days overpayment of salary on the basis that this amount will be repaid on termination. You agree that these monies can be repaid to the Company out of monies owing due to you on termination of employment with the Company for payment for accrued but untaken annual leave or accrued but untaken long service leave.

6.4.5 On your last working day, you must return all property belonging to the Company and that of any other company in the Group, which has been issued to you. This includes your access identification, keys, manuals, corporate credit cards and any other Group owned property and all Group files in your possession or custody or under your control.

6.4.6 You must keep confidential all details of the Group's business and those of its customers during your employment and after you leave the Company's employment.

6.5. Summary Dismissal

The Company has the right to dismiss an employee without notice or payment in lieu of notice where there has been serious misconduct by the employee. This type of dismissal is known as summary dismissal. In the case of a summary dismissal, the Company does not have to give the employee advance notice (or payment in lieu of notice) of termination of employment.

7. Salaries, Superannuation and Allowances

7.1. Minimum Salary Rates

7.1.1 The following will be the minimum ordinary hourly rates and annualised salary (based on a 76 hour fortnight) for a full-time employee, without taking account of any purchased leave under this Agreement from the date this Agreement commences to 31 December 2009:

Cluster	Minimum hourly rate from date Agreement commences until 31 December 2009	Minimum annualised salary from date Agreement commences until 31 December 2009
FLA 1	\$17.95	\$35,470
FLA 2	\$18.59	\$36,734
FLA 3	\$20.58	\$40,667

7.1.2 The following will be the minimum ordinary hourly rates and annualised salaries (based on a 76 hour fortnight) for a full-time employee without taking account of any purchased leave under this Agreement as at 1 January 2010 and (if applicable) will be adjusted in accordance with Clause 7.6.6:

Cluster	Minimum hourly rate from 1 January 2010	Minimum annualised salary from 1 January 2010
FLA 1	\$18.31	\$36,181
FLA 2	\$18.96	\$37,465
FLA 3	\$20.99	\$41,477

7.1.3 The following will be the minimum ordinary hourly rates and annualised salaries (based on a 76 hour fortnight) for a full-time employee without taking account of

any purchased leave under this Agreement as at 1 January 2011 and (if applicable) will be adjusted in accordance with Clause 7.6.6:

Cluster	Minimum hourly rate from 1 January 2011	Minimum annualised salary from 1 January 2011
FLA 1	\$18.67	\$36,892
FLA 2	\$19.34	\$38,216
FLA 3	\$21.41	\$42,307

7.1.4 The following will be the minimum ordinary hourly rates and annualised salaries (based on a 76 hour fortnight) for a full-time employee without taking account of any purchased leave under this Agreement as at 1 January 2012 and (if applicable) will be adjusted in accordance with Clause 7.6.6:

Cluster	Minimum hourly rate from 1 January 2012	Minimum annualised salary from 1 January 2012
FLA 1	\$19.05	\$37,643
FLA 2	\$19.73	\$38,987
FLA 3	\$21.84	\$43,156

7.1.5 The following will be the minimum ordinary hourly rates and annualised salaries (based on a 76 hour fortnight) for a full-time employee without taking account of any purchased leave under this Agreement as at 1 January 2013 and (if applicable) will be adjusted in accordance with Clause 7.6.6:

Cluster	Minimum hourly rate from 1 January 2013	Minimum annualised salary from 1 January 2013
FLA 1	\$19.43	\$38,394
FLA 2	\$20.12	\$39,758
FLA 3	\$22.27	\$44,006

7.1.6 Current Associate Band (Band 1) role descriptors are set out in the Appendix to this Agreement. New Associate Band (Band 1) role descriptors can be created by the Company to reflect changes in the workforce required over time.

7.1.7 Where the terms 'ordinary hourly rate' or 'base hourly rate' are used in this Agreement, they mean your current hourly rate of pay and, unless stated otherwise in this Agreement, do not include: bonuses; commissions; overtime payments; payments pursuant to any incentive payment; any allowance; or loadings.

7.1.8 Your ordinary rate of pay (and annualised salary) includes a loading to compensate you for having to work for shifts that finish between 7pm and 11pm.

7.2. Payment of Salary

The Company will pay your salary directly into your nominated bank account on a fortnightly or monthly basis (as determined by the Company). The dates for the salary deposits will be those most convenient to the Company. The Company will provide you with a payroll advice setting out details of gross pay, deductions, tax paid and net amount paid.

7.3. Overpayment or Prepayment of Salary

In the event that a salary overpayment or prepayment is made to you, you are required to repay the amount of such overpayment or prepayment to the Company. The rate of recovery of the overpayment, prepayment or amount owed will be by agreement where possible. Where agreement cannot be reached with you on the rate of recovery, the overpayment, prepayment or amount owed will be repaid at the rate equal to 20 per cent of your salary and will be deducted from your fortnightly/monthly pay until such time as the amount has been repaid. You may authorise a greater amount to be deducted from your salary by the Company. Where the deduction would cause severe hardship to you, a lesser amount may be approved by the Company, except in relation to Court orders, garnishees and attachment orders.

7.4. Deductions Upon Termination of Employment

If you owe money to the Company upon termination of employment or if you provide less than the required notice of your intention to resign, the Company may, to the extent permitted by legislation, withhold from your termination payment a sum equivalent to the sum owed and/or equivalent to the remuneration you would have received for the portion of notice period not served.

7.5. Salary Sacrifice Arrangements/Payroll Arrangements

The Company can deduct amounts from your pre-tax or post-tax salary to cover any or all of the following:

- GE share purchase;
- voluntary employee superannuation contributions;
- purchased leave; and
- any other item as agreed from time to time.

7.6. Salary Reviews

7.6.1 The Company will each year create a salary increase pool equal to 4% of the total annual base salaries per annum of those employees described in Clause 7.6.3. The Company will, in its sole discretion, allocate all or part of the pool as it determines to the eligible employees as increases to their salaries.

7.6.2 Individual salary increases will be distributed in accordance with the Company salary review process on the basis of merit and relativity, as assessed by the Company, and calculated from the following effective dates: 1 January 2010, 1 January 2011, 1 January 2012 and 1 January 2013. The increased amount of

salary will be paid prior to 1 July of the applicable year, and will be back dated to 1 January of that year.

7.6.3 To be eligible for a salary increase in any year you must:

- be a permanent full-time, part-time or fixed term employee; and
- have been employed by the Company before 1 October of the previous year; and
- occupy an Associate Band (Band 1) position identified as covered by the terms of this Agreement; and
- have participated in the Company's performance evaluation process and have received a performance rating of 'strong contributor' (or equivalent) or better on your annual performance review; and
- be a current employee at the time that the salary increase payment is made by the Company to employees. A 'current employee' is an employee who has not resigned, abandoned their employment or been provided with notice of termination of employment.

7.6.4 If you meet the conditions of Clause 7.6.3 and subject to Clause 7.6.5 the Company will guarantee you a minimum per annum salary increase of 2% of your base salary.

7.6.5 If your salary exceeds the band maximum, as determined by the Company from time to time, for a GE Associate Band (Band 1) employee, the Company may elect to pay your salary increase to you as a lump sum amount rather than as a percentage increase to your salary.

7.6.6 The minimum ordinary hourly rate and annualised salary rate specified in clauses 7.1.2 and 7.1.3 and 7.1.4 and 7.1.5 will be adjusted for each year at the time that the salary review increases are paid to employees under Clause 7.6.2. Any increase to the minimum ordinary hourly rate and/or amount of annualised salary to be paid will be paid prior to 1 July of the applicable year, and will be backdated to 1 January of that year. To be eligible for an increase in minimum hourly rate and annualised salary in any year you must:

- be a permanent full-time, part-time or fixed term employee; and
- occupy an Associate Band (Band 1) position identified as covered by the terms of this Agreement; and
- be a current employee at the time that the minimum hourly rate and annualised salary rate increase payment is made by the Company to employees. A 'current employee' is an employee who has not resigned, abandoned their employment or been provided with notice of termination of employment.

7.7. Superannuation

7.7.1 The Company will make superannuation contributions on your behalf at the minimum level required by relevant superannuation legislation which, at the date that this Agreement is made, is 9% of your ordinary time earnings.

7.7.2 The minimum superannuation contributions made on your behalf will be increased in accordance with any legislation that may come into effect from time to time.

7.8. Meal Allowance

7.8.1 If you are employed in New South Wales, the Company will pay you a meal allowance of \$15.00 if you are required to work overtime (as defined in Clause 8.8) of one hour or more. An additional meal allowance will be paid if you are required to work overtime (as defined in Clause 8.8) exceeding 5 hours on any one shift.

7.8.2 If you are employed in Queensland, the Company will pay you a meal allowance of \$15.00 if you are required to work overtime (as defined in Clause 8.8) of one hour or more after 6.30pm.

7.9. First Aid Allowance

An employee holding a current first aid qualification from St. John's Ambulance or similar body shall be paid an allowance of \$9.35 per week for each week he/she is appointed by the Company to perform first aid duty. This will be pro-rated for part time employees.

7.10. Higher Duties Allowance

7.10.1 Higher duties is applicable when you are required to relieve another employee in a higher banded position (e.g. your Team Leader) and the Company regards you as carrying out the majority of those duties for one or more consecutive days.

7.10.2 When you perform higher duties, the Company will pay you at least at the minimum rate of pay prescribed for that higher banded position for the time worked by you on relief on higher duties. For higher duties performed in a Team Leader role, the minimum rate shall be deemed to be \$45,000 per annum.

7.10.3 Where you perform higher duties and you are already paid above the minimum rate of pay for the higher job grade, the Company will pay you a higher duties allowance of at least 2.5% of your current salary for the time you spend performing the higher duties.

8. Hours of Work, Rostering, Breaks, Overtime, Loadings

8.1. Span of Hours

8.1.1 For employees who commenced employment with GE Capital Finance Australasia Pty Ltd prior to 7 July 2006, ordinary hours of work are between 7.00am and 9.00pm on any day from Monday through to and including Sunday. Any variation to the span of ordinary hours shall only be by agreement between the Company and any individual employee, but in any case the length of the span for these employees (14 hours) shall not be varied.

8.1.2 For employees who commenced employment with the Company on or after 7 July 2006, ordinary hours of work will be between 7.00am and 11.00pm on any day from Monday through to and including Sunday. Any variation to the span of ordinary hours shall only be by agreement between the Company and any

individual employee, but in any case the length of the span for these employees (16 hours) shall not be varied.

8.1.3 For employees of AFIG Wholesale Pty Ltd ordinary hours of work will be between 7am – 11pm on any day from Monday through to and including Sunday.

8.2. Ordinary Hours

8.2.1 If you are a full-time employee, your ordinary hours of work, excluding meal breaks, are 76 hours in a fortnight.

8.2.2 Subject to Clause 8.2.4 you can be required to work any pattern of ordinary hours within the bounds of the span of hours, as long as your roster has no more than a maximum of 10 hours (excluding meal breaks) in any day.

8.2.3 The actual times when you work these hours will be set by the Company using the process of rostering set out in Clause 8.3.

8.2.4 If you commenced employment with GE Capital Finance Australasia Pty Ltd or GE Finance Australasia prior to 29 November 2000 and, at the date of lodgement of this Agreement, you are not rostered to work or have not agreed to work:

- on weekends; or
- before 7.00am or past 6.00pm from Monday to Friday

you will not be required to do so during the term of this Agreement, unless your consent is obtained in writing. Once your consent is obtained, this clause does not apply to you.

8.3. Rostering

8.3.1 The following process of setting and varying standard hours is intended to ensure the business and operational needs of the Company are met whilst taking into consideration, where possible, your personal needs.

8.3.2 Where practicable, you will be advised electronically or in writing of any changes to your existing roster 7 days prior to the commencement of the roster. In cases of emergency, 24 hours notice will be provided to you of a change in your roster.

8.3.3 You and the Company can agree at any time to a change in your roster. This can be done at the request of either yourself or your Manager.

8.3.4 Where you or your Manager cannot agree to a proposed change, your Manager will explore options in an attempt to accommodate both the business needs and your personal needs and, after this, will set the roster and, to the extent that it is reasonably practicable, give you at least one week's written notice of your new roster.

8.3.5 The business requirement will determine the total rostered hours required within the team. Your Manager will determine individual rosters taking into account employees' preferences, prior arrangements, and any other factors the Company regards as relevant.

8.3.6 Where you have been given notice as described in Clause 8.3.4 above and require more than one week to adjust your personal arrangements to comply with the new roster, you may request an extension from your Manager. Your Manager will consider the request, taking into account the requirements of the business.

8.4. Rostering Guidelines

8.4.1 Where business requirements allow and/or you mutually agree, the Company will endeavour to give you a period of at least 2 consecutive days or shifts in each 14 day roster cycle in which you will not be rostered to work.

8.4.2 You may be rostered to work 10 hours (excluding meal breaks) per shift on no more than 4 occasions in a fortnightly roster.

8.4.3 The Company will not roster you more than six shifts in seven consecutive days unless mutually agreed by yourself and the Company. If you are rostered and work more than six shifts in seven consecutive days you will be paid overtime for the 7th consecutive worked day and all working hours thereafter until such time that you have had a 24 hour break between the completion of one shift and the commencement of your next shift. To avoid doubt, the Company will not permit you to swap a shift that would introduce this situation, unless the prior agreement of the Company is obtained.

8.4.4 If you do not have a 10 hour break between working overtime on a shift and the commencement of your next shift, you will be paid double time on the second shift and will continue to be paid at this rate until you have a 10 hour break.

8.4.5 If you are an employee other than a casual employee and you work overtime on a shift that finishes after 7pm, in circumstances where the overtime is worked:

- because you are replacing an employee who has not reported for work; or
- the shift is worked by arrangement with another employee and approved by your Team Leader,

then Clause 8.4.4 applies to you as though 8 hours were substituted for 10 hours.

8.5. Meal Breaks

8.5.1 Meal breaks must occur at least every five hours unless you would normally finish work within the meal break period. If there is an emergency, the Company can give you a meal break starting outside these limits at a time mutually agreed with you.

8.5.2 Meal breaks will be taken for at least 30 minutes and up to 1 hour, as determined by the Company.

8.6. Rest Period

8.6.1 If you are working a shift for more than three hours, you are entitled to a paid 15 minute rest period. If you work more than 7 hours in a shift you will be entitled to two 15 minute rest periods.

8.6.2 You cannot take a rest period within an hour of your start time, your meal break (if applicable) or your end time. Rest breaks can be rostered or may be changed by agreement between you and your Team Leader. The scheduling of rest periods may be changed by the Company if its business needs are such that they need to be rescheduled.

8.7. Energy Breaks

The Company encourages employees to take energy breaks where required, in addition to rest periods. Energy breaks should be taken at times agreed with your Team Leader, and you must remain in the building if you take an energy break.

8.8. Overtime

8.8.1 The Company may require full-time, part-time, fixed term and casual employees to work overtime on a reasonable basis.

8.8.2 Overtime work is provided to you at the discretion of the Company.

8.8.3 The Company will only pay you for overtime that has been authorised by a Team Leader or Leader before you have worked it.

8.8.4 Overtime is paid if you:

- work in excess of 10 hours per day;
- work on a rostered day off;
- work more than 76 hours in a fortnightly roster;
- work more than 6 shifts in 7 consecutive days (overtime paid on the seventh and subsequent shifts); or
- work more than 10 shifts in a 14 day roster cycle (overtime paid on the eleventh and subsequent shifts); or
- are a part-time employees and work in excess of your contracted hours; or
- do not have a 10 hour break between finishing working overtime on a shift and the commencement of your next shift.

8.8.5 Unpaid breaks or unpaid leave do not count as hours worked when calculating overtime.

8.8.6 Subject to Clauses 8.8.7 and 8.8.9 overtime loading is calculated as follows:

Day	Overtime loading for employees employed in NSW	Overtime loading for employees employed in Qld
Monday to Saturday (hours worked greater than 76 hours in a 14 day roster)	50% of your base hourly rate for first 2 hours and 100% thereafter.	50% of your base hourly rate for first 2 hours and 100% thereafter.
Sunday	100% of your base hourly rate.	100% of your base hourly rate
Employees who work more than 10 shifts in a 14 day roster cycle	100% of your base hourly rate.	100% of your base hourly rate.
Public Holidays	150% of your base hourly rate.	150% of your base hourly rate.

8.8.7 If more than one additional rate applies to your hours worked, you will be paid at the higher rate only.

8.8.8 The Company will calculate all overtime pay on your ordinary hourly rate of pay.

8.8.9 Despite Clauses 8.8.7 and 8.8.8, casual employees who work overtime are entitled to the rates in Clause 8.8.6 above in addition to the casual loading.

8.8.10 A minimum of 15 minutes of overtime must be worked before an overtime payment is applicable.

8.8.11 If you and the Company agree, you can take time off instead of being paid for some or all of your overtime. The amount of time you can take off is equal to the number of overtime hours worked and for which the Company is not paying you, that is 1 hour off for 1 hour of overtime (irrespective of when the overtime is worked).

8.8.12 Where you have not taken the time off instead of payment for overtime within 12 months from the date of accrual of the overtime, the overtime will be paid at your ordinary hourly rate of pay except in the circumstances where, for business needs, your Manager requests that you not take the time off. In this instance, the overtime will be paid out at the appropriate overtime rate.

8.9. Weekend and Public Holiday Loadings

8.9.1 Only one loading in Clause 8.9.2 will be applied in a given situation - loadings are not cumulative.

8.9.2 Subject to Clause 8.9.3 and 8.9.4, the following loadings apply to full-time, part-time and fixed term employees:

Day	Condition	Loading for employees in NSW	Loading for employees in Qld
Saturday	Ordinary hours, all day Saturday	50% of your base hourly rate	For hours worked up to 12.30pm, 25% of your base hourly rate. For hours worked after 12.30pm, 50% for first 2 hours and 100% thereafter
Sunday	Ordinary hours, all day Sunday	75% of your base hourly rate	100% of your base hourly rate
Public Holidays	Ordinary hours	150% of your base hourly rate	150% of your base hourly rate

8.9.3 If you work overtime at any of the times set out in Clause 8.8, you will not be paid a loading set out in this Clause 8.9 and will, instead, be paid for the overtime at the rate set out in Clause 8.8.

8.9.4 If you are a casual employee, you are entitled to the loadings in Clause 8.9.2 plus the casual loading.

9. Leave and Public Holidays

9.1. Annual Leave

9.1.1 Full-time, part-time and fixed term employees are entitled to four weeks of annual leave per twelve months of continuous service with the Company according to the employee's ordinary hours of work. Part-time employees are entitled to a proportionate rate of the entitlement for full-time employees. This proportion is determined by comparing the number of contracted ordinary hours that the part-time employee works with the number of ordinary hours worked by a full-time employee.

9.1.2 Your entitlement to annual leave accrues pro-rata to your period of service with the Company and is credited as per your ordinary hours of work.

9.1.3 You will be entitled to a loading of 17.5% of your ordinary hourly rate for the period of annual leave that you take. This loading does not apply to payments in lieu of untaken leave on termination of employment, to the "Cash out of Excess Annual Leave" pursuant to Clause 9.3 of the Agreement and/or to "Purchased Leave" pursuant to Clause 9.12 of the Agreement. For the avoidance of doubt, you will be entitled to the 17.5% loading calculated on your ordinary hourly rate for periods of annual leave which the Company requires you to take pursuant to Clause 9.2.3 of the Agreement. This payment will be made in accordance with the usual pay cycle applicable to the leave.

9.2. Taking Annual Leave

9.2.1 Subject to this Clause 9.2, you can take your annual leave at any time mutually agreed between you and the Company.

- 9.2.2 Applications for annual leave must be submitted at least 4 weeks prior to the proposed commencement date of the leave. For annual leave over Christmas, Easter and school holidays, leave application forms must be submitted to your Team Leader three months prior to the commencement of these periods. All leave applications will be reviewed at one time, with preference being given to those employees who have given three months' notice or employees who need to take leave because of pressing personal circumstances.
- 9.2.3 If you have an excessive accrual of annual leave, the Company can require you to take annual leave.
- 9.2.4 The Company can require you to take annual leave (either accrued annual leave or, if you do not have sufficient accrued annual leave, annual leave in advance of its accrual) during a period or periods when the Company shuts down or otherwise curtails operations in part or all of the business of the Company.
- 9.2.5 If the Company wants you to take your annual leave at a particular time, then it will give you at least 4 weeks' notice. You and the Company may agree to vary the amount of notice.
- 9.2.6 In pressing personal circumstances, you can take annual leave in advance of it being accrued if the Company agrees.
- 9.2.7 If a Public Holiday is prescribed by Clause 9.10 of this Agreement and occurs on a day when you would normally be at work if you were not on annual leave, then you will be paid for the Public Holiday and it will not be deducted from your annual leave balance.
- 9.2.8 When you take annual leave, you are entitled to your ordinary hourly rate of pay for the ordinary hours you would have worked if you had not been on leave (and without regard to any loading and/or penalties).
- 9.2.9 On cessation of employment with the Company, the Company will pay to you an amount in lieu of your accrued and untaken annual leave.
- 9.2.10 If you have taken leave before it has accrued and your employment with the Company ends before you have accrued the leave, the Company can, to the extent permitted by legislation, deduct an amount equivalent to your payment for the leave from any money that it owes you.
- 9.2.11 If you take up employment with another company in the Group then, to the extent permitted by legislation, your accrued annual leave will be transferred to your new employment (and no payment in lieu of annual leave will be made to you by the Company).

9.3. Voluntary Cash Out of Excess Annual Leave

- 9.3.1 On or before 31 December 2009, you may cash out annual leave in the following circumstances:
- you make a written request to your Manager;
 - your Manager approves your request; and

- the total amount of annual leave to be cashed out by you is no more than 2 weeks in the prior 12 month period (inclusive of any leave you have previously cashed out in that period).
- 9.3.2 On or after 1 January 2010, you may cash out annual leave in the following circumstances:
- you make a written request to your Manager;
 - your Manager approves your request;
 - the amount of leave to be cashed out will leave you with a remaining accrued entitlement to paid annual leave of at least 4 weeks; and
 - you and the Company enter into an agreement in writing regarding the cashing out of leave.
- 9.3.3 Leave cannot be cashed out under Clauses 9.3.1 or 9.3.2 in advance of it accruing.
- 9.3.4 Payment for annual leave cashed out under Clauses 9.3.1 or 9.3.2 will be the gross amount that would have been payable to you had you taken the annual leave foregone.

9.4. Personal/Carer's Leave

- 9.4.1 The Company recognises that there may be times where you will be genuinely unable to attend for work due to personal illness or injury or the illness or injury of a member of your immediate family or household. This Clause 9.4 sets out the circumstances in which you may take personal/carer's leave, and the requirements for taking such leave.
- 9.4.2 You have access to leave, as set out in this clause, in the event of personal ill health or injury (sick leave) or to care for a member of your immediate family or a member of your household who requires care or support because of personal illness or injury or unexpected emergency (carer's leave). Full-time, part-time and fixed term employees have access to up to 10 days' paid personal/carer's leave each year of employment. For avoidance of doubt, 10 days means 2 weeks of your ordinary hours of work.
- 9.4.3 Your immediate family is any of the following people:
- your spouse (which includes a former spouse, de-facto spouse, and former de-facto spouse); and
 - a parent, stepparent, sister, stepsister, brother, stepbrother, child, stepchild, grandfather, grandmother or grandchild of either you or your spouse.
- 9.4.4 You must provide the Company with appropriate documentary evidence to satisfy the Company that the leave you have taken has been taken for the reason specified in Clause 9.4.2. This evidence will ordinarily take the form of a medical certificate from a registered health practitioner to support any absence on sick leave or carer's leave in the following circumstances:
- for a period of absence equal to two or more consecutive work days or two or more consecutive shifts (i.e. two consecutive shifts on which you

have been rostered to work and which are not necessarily consecutive days); and/or

- on a day or shift which is immediately before or immediately after a Public Holiday, weekend or any other day on which you were not required to work (i.e. time off in lieu as outlined in Clause 8.8.11); and/or
- during a probationary period; and/or
- where your personal leave accrual has been exhausted; and/or
- if a requirement to produce such documentation is part of a performance improvement plan; and/or
- at the Company's request.

The Company may agree to waive the requirement for a certificate to be provided pursuant to this clause in circumstances where it considers it appropriate to do so. These circumstances may include (for example) where the employee has provided satisfactory evidence that it was not practicable in the circumstances for a certificate to be provided.

- 9.4.5 It is a requirement of the Company under Clause 9.4.4 that the appropriate certificate bear a date of issue no later than the first day of the absence and to cover you for the full period of your absence from work. For avoidance of doubt, this means that the Company will accept only certificates which relate to a period prior to the date of issue in exceptional circumstances where a satisfactory explanation for the discrepancy is provided by the registered health practitioner. If a satisfactory explanation is not provided with the certificate, the certificate will not be accepted by the Company and will be treated in the same manner as if no certificate had been provided.
- 9.4.6 Without limiting the circumstances in Clause 9.4.4, the Company may, at its discretion, require you to provide appropriate documentary evidence of your illness or need for carer's leave if you are absent from work in any circumstances, including for absence on a Public Holiday. This evidence will ordinarily take the form of a medical certificate from a registered health practitioner.
- 9.4.7 Where reasonably practicable, the required documentary evidence should be provided within 48 hours of the absence. If you fail to provide the Company with the required documentary evidence when you are required to do so, the Company may refuse to pay you for the absence and the period may be considered unauthorised leave and unpaid.
- 9.4.8 If you have a chronic illness or you require special workplace modifications, the Company can, at its discretion, refer you to a medical practitioner at the Company's expense.
- 9.4.9 Should you wish to return to work prior to the return date stated on the certificate, the Company will require that you obtain medical clearance from your treating practitioner confirming that you are fit to return to the workplace.
- 9.4.10 If you use up all your accumulated personal/carer's leave, the Company may, at its discretion, give you extra paid or unpaid sick leave after considering the

nature of your case, including your sick leave history, length of continuous service and work performance.

- 9.4.11 Your 10 days (or pro-rata for part-time employees) personal/carer's leave accrues as per your ordinary hours of work.
- 9.4.12 Your unused personal/carer's leave accumulates annually. Unused personal/carer's leave may accumulate indefinitely. Unused personal/carer's leave will not be paid out when your employment ends.
- 9.4.13 So far as reasonably practicable, you must notify your Team Leader as soon as possible but not less than one hour prior to your normal starting time that you are unable to work because you are ill or injured or you need to take carer's leave.
- 9.4.14 If you fail to provide the Company with the notification required in Clause 9.4.13, the Company may elect to not pay you for the period of your absence from work and the period may be considered unauthorised leave.
- 9.4.15 Subject to production of the required documentary evidence, if you are ill while on annual leave you will have the relevant period treated as personal/carer's leave (if you have accrued an entitlement to personal leave).

9.5. Long Service Leave

- 9.5.1 You are entitled to the number of days of long service leave as specified in applicable long service leave legislation. During any periods of unpaid leave you will not accrue long service leave.
- 9.5.2 When you take long service leave, the Company will pay you your ordinary hourly rate of pay for the ordinary hours you would have worked if you had not been on leave (and without regard to any loadings or penalties).
- 9.5.3 Where your employment is terminated, the Company will pay you for any accrued untaken long service leave to which you are entitled and for which you have not already been paid.
- 9.5.4 If you take up employment with another company in the Group, your service with the Company will count as continuous service for long service leave purposes. Any untaken long service leave to which you are entitled will be transferred to your employment with that other company.

9.6. Parental and Adoption Leave

9.6.1 Definitions

- (1) The primary care giver of a child is the parent who assumes the principal role of providing care and attention to a child.
- (2) The secondary care giver is the other parent who does not assume the principal role of providing care and attention to a child.
- (3) An eligible casual employee is a casual employee who has been engaged by the Company on a regular and systematic basis for a sequence of periods of employment during a period of at least 9

months and who (but for the expected birth or adoption) would have a reasonable expectation of continuing engagement by the Company on a regular and systematic basis.

- (4) Child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years as at the day of placement or the proposed day of placement, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of 6 months or more as at the date of placement or the proposed day of placement.
- (5) Continuous service means unbroken service. Service is not broken if you take leave in accordance with this clause or any leave authorised by the Company.
- (6) Spouse means a married or de-facto partner of the same or opposite sex including a former spouse or de-facto spouse.

9.6.2 Who is entitled to parental leave?

Permanent full-time, permanent part-time, fixed term and eligible casual employees are entitled to parental and/or adoption leave.

9.6.3 Basic entitlement

- (1) After 9 months' continuous service, care givers are entitled to leave in relation to the birth or adoption of their child.
- (2) Parental and adoption leave are available to only one care giver at a time, except that both care givers may simultaneously take leave in the following circumstances:
 - for parental leave, an unbroken period of three weeks at the time of the birth of the child;
 - for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

9.6.4 Paid parental leave

- (1) The primary care giver will be entitled to 6 weeks' paid parental leave if they have had at least 9 months' continuous service with the Company;
- (2) The primary care giver is entitled to 12 weeks' paid parental leave if they have had at least 24 months' continuous service with the Company;
- (3) The secondary care giver will be entitled to one week's paid parental leave at the time of birth if they have had at least 9 months' continuous service with the Company;
- (4) Parental leave is paid at the ordinary hourly rate of pay as at the commencement of parental leave;
- (5) Where both care givers are employees of the Company, or of any other company in the Group, and are both eligible for paid parental leave under this Clause 9.6.4 paid parental leave will be given to only one of the employees;
- (6) This Clause 9.6.4 applies to permanent employees only. To avoid doubt, eligible casual employees are not entitled to paid parental leave.

- (7) To the extent that an employee may be entitled to paid parental leave under legislation:
- that statutory entitlement will, to the extent permitted by legislation, be part of the leave benefit available to the employee under this Agreement (and the employee will not be entitled to any additional paid parental leave); and
 - for the leave period under this Agreement, the Company will pay to the employee the difference (if any) between the benefit which the employee receives under the legislation and what he/she would have received under this Agreement.

9.6.5 Paid adoption leave

- (1) The primary care giver will be entitled to 6 weeks' paid adoption leave if they have had at least 9 months' continuous service with the Company;
- (2) The secondary care giver will be entitled to one week's paid adoption leave if they have had at least 9 months' continuous service with the Company;
- (3) Parental leave is paid at the ordinary hourly rate of pay as at the commencement of parental leave;
- (4) Where both care givers are employees of the Company, or of any other company in the Group, and are both eligible for paid adoption leave under this Clause 9.6.5 paid adoption leave will be given to only one of the employees;
- (5) This Clause 9.6.5 applies to permanent employees only. To avoid doubt, eligible casual employees are not entitled to paid adoption leave.
- (6) To the extent that an employee may be entitled to paid adoption/parental leave under legislation:
- that statutory entitlement will, to the extent permitted by legislation, be part of the leave benefit available to the employee under this Agreement (and the employee will not be entitled to any additional paid adoption leave); and
 - for the leave period under this Agreement, the Company will pay to the employee the difference (if any) between the benefit which the employee receives under the legislation and what he/she would have received under this Agreement.

9.6.6 Transfer to a safe job when pregnant

- (1) If you are pregnant, illness or risks arising out of the pregnancy or hazards connected with the work assigned to you may make it inadvisable for you to continue in your present work. If, in the opinion of a registered medical practitioner, this situation has arisen, the Company will, if it is practicable, transfer you to a safe job. You will be paid for that job at the rate and on the conditions attaching to that job until the beginning of your parental leave.
- (2) If a transfer to a safe job is not practicable, you may elect, or the Company may require you, to commence parental leave.

9.6.7 Returning to work after parental leave

- (1) You will be entitled to return to the position that you held immediately before commencing parental leave (this does not include any position you held on a temporary basis). If you were transferred to a safe job before beginning parental leave, you will be entitled to return to the position you held immediately before your transfer.
- (2) Where your former position no longer exists, but there are other positions available which you are qualified for and capable of performing, you will be entitled to a position as nearly comparable in status and pay to that of your former position.
- (3) For the first six months after your return to work from parental leave, you may request preferred shifts that assist with childcare arrangements.
- (4) At least four weeks prior to the expiry of the leave, you must notify the Company of your intention to return to work after a period of parental or adoption leave.

9.6.8 Parental and adoption leave and other entitlements

You may, in lieu of or in conjunction with parental or adoption leave, take other paid leave entitlements to which you are entitled, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

9.6.9 Right to request additional leave

- (1) You may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of your available parental leave period. To avoid doubt, you are not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or date of placement of the child.
- (2) The request must be made to your Manager, in writing, at least 4 weeks before the end of your available parental leave period and must specify the amount of leave taken (or to be taken) by your spouse prior to the requested extension.

9.7. Compassionate Leave

9.7.1 If you are a permanent or fixed-term employee you are entitled to a maximum of 3 days' paid leave per occasion:

- to spend time with a member of your immediate family (for the purposes of this Clause 9.7, immediate family is as defined in Clause 9.4.3) or household who has contracted or developed an illness, or sustained an injury, that poses a serious threat to his or her life; or
- after the death of a member of your immediate family or household.

9.7.2 If you are required to travel outside Australia to attend the funeral of a member of your immediate family or household you will be entitled to a maximum of 4 days' paid compassionate leave.

- 9.7.3 If you are a casual employee you are entitled to a maximum of two days' paid leave per occasion for the purposes of spending time with a member of your immediate family or household who has contracted or developed an illness, or sustained an injury, that poses a serious threat to his or her life, or after the death of a member of your immediate family or household.
- 9.7.4 Casual employees who are required to travel outside Australia to attend the funeral of a member of their immediate family or household will be entitled to a maximum of four days' paid compassionate leave.
- 9.7.5 To avoid doubt, the leave available under Clauses 9.7.1, 9.7.2, 9.7.3 and 9.7.4 is not cumulative.

9.8. Natural Disaster Leave

You may be entitled to up to 3 days' paid leave in the event of a natural disaster that directly affects you or your home or property. Leave is granted to assist the employee to evacuate, repair or clean up afterwards and be able to show insurance assessors the scene. A natural disaster is:

- flood;
- bushfire;
- cyclone;
- earthquake;
- tidal wave or extreme seas;
- volcanic eruption;
- land or mud slide; or
- severe storm damage.

If the disaster occurs during work time, your Team Leader will allow you to leave work immediately. If the disaster occurs outside of working hours you must make every attempt to notify your Team Leader of the circumstances.

9.9. Blood Donor Leave

The Company expects employees who donate blood to make every reasonable attempt to donate during non-working hours. However, where this is not possible a permanent or fixed term employee shall be provided with a maximum of two hours' paid leave for the purpose of donating blood. You may take blood donor leave a maximum of four times in every 12 months of employment, at a time agreed between the Company and you. The Company may require you to produce proof of attendance to donate blood.

9.10. Public Holidays

9.10.1 In addition to any other leave entitlements, you are entitled to the following Public Holidays:

- New Year's Day

- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day (observed on the date determined in the State in which you are employed)
- Labour Day
- Queen's Birthday
- Christmas Day
- Boxing Day

9.10.2 If there is any other day declared as a Public Holiday in the State in which you are employed you will, subject to Clause 9.10.6, be entitled to that day as a Public Holiday.

9.10.3 If the State in which you are employed declares another day as a Public Holiday in substitution of one of the days listed in this clause, you will, subject to Clause 9.10.6 be entitled to a holiday on the substituted day instead of the listed day.

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

9.10.5 If you are based in NSW or ACT, to the extent that another day is not declared as a Public Holiday in accordance with Clause 9.10.2, you will be entitled to a day off work to be paid at your ordinary hourly rate. This day may be taken at a time to be agreed with your Team Leader within the calendar year that it falls. If the day is not taken within the calendar year, you will not be entitled to take that day in any subsequent year.

9.10.6 The operational requirements of the Company are such that it requires work to be performed on Public Holidays and the Company may roster you to work on Public Holidays.

9.10.7 If you work ordinary rostered hours on Good Friday, Easter Saturday, Christmas Day (25 December) or New Year's Day, you will receive a loading of 150% of your ordinary hourly rate for all such time worked. Alternatively, you may, by mutual agreement with the Company, perform such work on these days at your ordinary hourly rates plus a loading of 50% and receive an amount, equivalent to the time worked, as either time in lieu (to be taken within the same pay period) or annual leave.

9.10.8 The following table summarises your payments if you are rostered on a Public Holiday other than Good Friday, Easter Saturday, Christmas Day or New Year's Day:

Rostered and required to work	Rostered but not required to work	Not rostered and not required to work (rest day)
<p>You will be paid at your ordinary hourly rate of pay plus a Public Holiday loading of 150% of your ordinary hourly rate</p> <p>OR</p> <p>By agreement between you and the Company you will be paid at your ordinary hourly rate of pay plus receive an amount, equivalent to the time worked, as time in lieu (paid at your ordinary rate of pay) to be taken within the same pay period</p>	<p>You will be paid at your ordinary hourly rate of pay</p>	<p>No payment will apply</p>

9.10.9 Process for rostering employees on a Public Holiday

- (1) Permanent employees will be asked to volunteer.
- (2) If insufficient volunteers are received from permanent employees, temporary and casual employees will be asked to fill the required numbers.
- (3) If there are still not enough employees to fill shifts for work on Public Holidays, employees will be rostered at the Company's discretion.

9.11. Jury Service

9.11.1 If you are a full-time, part-time or fixed term employee required to attend for jury service during ordinary working hours, you will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the jury service and the ordinary hourly rate of pay you would have received in respect of the ordinary hours you would have worked (without regard to any loadings or penalties).

9.11.2 You will notify the Company as soon as possible of the date upon which you are required to attend for jury service. As proof of such a requirement, you will need to furnish the Company with a copy of the summons you receive requiring your attendance.

9.11.3 You will give the Company proof of attendance, the duration of such attendance and the amount received.

9.12. Purchased Leave

9.12.1 If you are a full-time or part-time employee, and you have completed your probationary period, you may choose to purchase one additional week's leave, in each year of employment, by way of a deduction from your pre-tax salary of the amount you would have received for the ordinary hours you would have worked in that period.

- 9.12.2 Approval to purchase additional leave is subject to the operational requirements of the workplace and any purchase of leave is to be in accordance with the Company's policy on this issue. This policy is not incorporated into and does not otherwise form part of this Agreement, and may be varied from time to time by the Company.
- 9.12.3 Purchased leave not taken within 18 months after the leave is purchased will be forfeited and the value of the leave refunded at the end of the calendar year.
- 9.12.4 Purchased leave counts as service for all purposes.

9.13. Effect of Unpaid Leave on Leave Accruals

Any period of absence by an employee on unpaid leave shall not count as service for any purpose under this Agreement or relevant legislation, but shall not break continuity of employment. You will not be entitled to the accrual of personal, annual or long service leave during any period of unpaid leave, including any Public Holidays that may fall within the period of unpaid leave.

10. Redundancy, Redeployment and Retrenchment

- 10.1. This clause will apply only to permanent full-time and permanent part-time employees.
- 10.2. 'Redundancy' is a situation where the work of a position (or the major portion of the work of a position) is not required to be done (within a reasonable commuting distance) as a result of re-organisation, changed business practice, technological change or downturn in business.

10.3. Comparable Alternative Employment

- 10.3.1 If your position is made redundant and the Company finds a directly comparable position for you either with the Company, elsewhere in the Group, or outside the Company and the Group, or if you accept a position which is not directly comparable, you will not be entitled to the benefits outlined in Clauses 10.6, 10.7 or 10.8.
- 10.3.2 For the new position to be directly comparable to the redundant position, it must:
- have at least the same salary and overall benefits as the redundant position; and
 - be at the same location or a location within reasonable commuting distance; and
 - be a role that is at least at a comparable classification; and
 - have duties that you are, because of your skills and abilities able to perform (or will, with training, be able to perform).

- 10.4. 'Retrenchment' means the termination of your employment as the result of redundancy and where alternative employment is not achieved.
- 10.5. If your position becomes redundant and you are to be retrenched, you shall be entitled to the benefits in, as applicable, Clauses 10.6, 10.7 or 10.8 of this Agreement unless you decline a directly comparable position or you accept another position. To avoid doubt, if you accept another position, whether or not it is directly comparable to the redundant position, you will not be entitled to the benefits in Clauses 10.6, 10.7 or 10.8. If you are retrenched, you will be entitled to, as applicable, the benefits under only one of Clauses 10.6, 10.7 or 10.8.
- 10.6. If you commenced employment with the Company on or after 1 June 2002 and you are retrenched, you will be entitled to the notice and severance payments in Clause 10.6.1 and 10.6.2.
- 10.6.1 The Company will give you 6 weeks' written notice of termination or payment in lieu of such notice. If you are aged 45 years or over, you will be given 8 weeks' written notice or payment in lieu of notice. If you have ten years or more of continuous service you will receive an additional 2 weeks' written notice or payment in lieu of notice.
- 10.6.2 In addition to any notice or payment in lieu of notice, the Company will make the following severance payments to you:

Period of Continuous Service	Rate for Calculation of Amount of Severance Payment	
	If employee is under 45 years of age	If employee is 45 or more years of age
Less than 1 year	3 weeks' pay pro-rated over the year of service	3 weeks' pay pro-rated over the year of service
1 yr or more but less than 2 years	4 weeks' pay plus pro-rata payment per (2) below	5 weeks' pay plus pro-rata payment per (2) below
2 yrs or more but less than 3 years	7 weeks' pay plus pro-rata payment per (2) below	8.75 weeks' pay plus pro-rata payment per (2) below
3 yrs or more but less than 4 years	10 weeks' pay plus pro-rata payment per (2) below	12.5 weeks' pay plus pro-rata payment per (2) below
4 yrs or more but less than 5 years	13 weeks' pay plus pro-rata payment per (2) below	15 weeks' pay plus pro-rata payment per (2) below
5 yrs or more but less than 6 years	16 weeks' pay plus pro-rata payment per (2) below	17.5 weeks' pay plus pro-rata payment per (2) below
6 yrs or more years	19 weeks' pay plus pro-rata payment per (2) below	20 weeks' pay plus pro-rata payment per (2) below

The Company will make the following additional severance payments to you:

1. Three weeks' salary will be paid to you for each year of continuous service completed after 6 years.
2. Pro-rata payment for each completed month in the final part-year of your continuous service.

- 10.6.3 The severance payments are not to exceed 52 weeks' pay (excluding notice).
- 10.7. If you were employed by GE Finance Australasia Pty Ltd (formerly Australian Guarantee Corporation Limited) prior to 1 June 2002 and you are retrenched, you will be entitled to the notice and severance payments in this Clause 10.7.
- 10.7.1 The Company will give you 6 weeks' written notice of termination or payment in lieu of such notice.
- 10.7.2 In addition to any notice or payment in lieu of notice, the Company will make the following severance payments to you:
- seven weeks' salary for the first year of service;
 - three weeks' salary for each subsequent year of service;
 - pro-rata payment for each completed month in the final part-year of your continuous service.
- 10.7.3 The severance payments paid to you, including any payment in lieu of notice, shall not exceed 90 weeks' salary.
- 10.7.4 If, at the date of lodgement of this Agreement, your redundancy entitlements are prescribed by this Clause 10.7, and you subsequently accept a role with another company in the Group and you have unbroken service, Clauses 10.7.1, 10.7.2 and 10.7.3 will continue to apply to you in your new role if you are retrenched unless you agree otherwise.
- 10.8. If you commenced employment with AFIG Wholesale Pty Ltd prior to 1 June 2009 and you have had continuous service with AFIG Wholesale Pty Ltd since that date and you are retrenched, you will be entitled to the notice and severance payments in this Clause 10.8.
- 10.8.1 The Company will give you four weeks' written notice of termination or payment in lieu of such notice. If you are aged 45 years or over you will be entitled to an additional week's notice or payment in lieu of notice. If you have completed 10 years or more continuous service you will receive an additional 1 week's notice or payment in lieu of notice.
- 10.8.2 In addition to any payment in lieu of notice, the Company will make the following severance payments to you:
- six weeks' salary for the first year of service;
 - three weeks' salary for each subsequent year of service;
 - pro-rata payment for each completed month in the final part-year of your continuous service.
- 10.8.3 The severance payments paid to you, exclusive of any payment in lieu of notice, shall not exceed 52 weeks' salary (excluding notice).
- 10.9. To avoid doubt, you are not entitled to notice (or payment in lieu of notice) on termination of employment pursuant to Clause 6 if you are retrenched. Your entitlement to notice in the event of retrenchment is governed by this Clause 10.

- 10.10. If you are retrenched, the Company will pay you for any accrued untaken long service leave to which you are entitled and for which you have not already been paid.
- 10.11. For the purposes of this Clause 10, a week's salary is your base rate of pay, and any loadings and allowances paid under this Agreement averaged out over the preceding 12 months of your employment. To avoid doubt a week's salary does not include overtime payments.

11. Workers Compensation Make Up Pay

- 11.1. If you are an employee other than a casual employee and, after the commencement of this Agreement, you are injured at your place of employment, you cannot perform work, and you receive compensation under the relevant workers' compensation legislation, the Company will pay to you the difference between the amount of your ordinary rate of pay (without regard to any loading and/or penalties) at the time of the injury and the compensation you receive. The payment made by the Company shall be limited to a maximum period of 26 weeks.
- 11.2. The provisions of this clause shall not apply to the first 7 days following lodgement of any claim under the relevant legislation.

12. Dispute Settlement Procedure

- 12.1. The procedures outlined in this Clause 12 shall govern the settlement of disputes about matters arising under this Agreement.
- 12.2. As soon as practicable after the grievance or claim has arisen, you must take the matter up with your Team Leader, affording him or her the opportunity to remedy the cause of the grievance or claim.
- 12.3. Where:
- any such attempt at settlement has failed; or
 - the grievance or claim is of such a nature that a direct discussion between you and your Team Leader would be inappropriate,
- you must discuss the matter with your Team Leader's Manager who will pursue the matter further if satisfied of the substance of the grievance or claim.
- 12.4. If the matter remains unresolved either you, your Manager or your representative may contact the relevant Human Resources representative and they will attempt to resolve the dispute or claim.
- 12.5. If the matter still remains unresolved, you may refer the matter to the GE Ombudsperson.

- 12.6. If the matter is not settled, it will be submitted to the Australian Industrial Relations Commission, or its successor, to endeavour to resolve the matter by conciliation.
- 12.7. You will continue to work as directed while the matter(s) in dispute are being dealt with in accordance with this clause.
- 12.8. Nothing in this clause affects your right to contact an employee representative at any time.

13. Stand Down Provisions

- 13.1. The Company may stand you down, without pay, during a period in which you cannot be usefully employed because of one or more of the following circumstances:
- industrial action (other than industrial action organised or engaged in by the Company);
 - a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - a stoppage of work for any cause which the Company cannot reasonably be held responsible.
- 13.2. The Company will pay you for the minimum period you are entitled to for work that day. Every attempt will be made to provide you with other duties.

14. Introduction of Change

Where the Company has made a definite decision to introduce major changes that are likely to have significant effects on employees, the Company shall, where practicable, notify the employees who will be affected by the proposed changes.

APPENDIX

Associate Band (Band 1) role descriptors are currently:

	FLA Level (Band 1)		
	FLA 1	FLA 2	FLA 3
Role Type	Basic Clerical & Administrative Roles	Customer Relationships/Service/Sales Front Line Roles	Senior Customer Relationship/Service/Sales Front Line Roles
Sample Roles	Mailroom Clerk	Collections Officer	Customer Resolutions officer
	Filing clerk	Collections Admin Officer	Help Line Officer
		Customer Service Officer	Senior Collections Officer
		Customer Solutions Officer	Senior Servicing Officer /SME
		Direct Sales Associate	Senior Sales Associate
		Lending Officer	Team Support Associate
		Records Officer	
		Retailer Services Officer	
		Servicing Officer	
		Settlements Officer	