

**GE MONEY**



**BRANCH COLLECTIVE  
AGREEMENT  
2011 - 2015**

## 1 Title

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This Agreement will be known as the GE Money Branch Collective Agreement 2011 for GE Personal Finance Pty Ltd.

## 2 Definitions

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**Agreement** means the GE Money Branch Collective Agreement 2011.

**Company** means GE Personal Finance Pty Ltd (ABN 54 008 443 810) trading as 'GE Money'

**Employees** means all employees of the Company categorised as Associate Band (Personal Finance Representatives) in roles classified as Band 1 or such other description of those roles as the Company may use from time to time employed in the Company's branch network offices throughout Australia.

**FWA** means Fair Work Australia.

**FW Act** means the Fair Work Act 2009.

**Group** means any related body corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of the Company.

**NES** means the National Employment Standards contained in the FW Act.

## 3 Effective Date

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3.1 This Agreement shall commence 7 days after it is approved by FWA. The Agreement will have a nominal expiry date of 1 June 2015.

3.2 Following the expiry of its nominal term under Clause 3.1, this Agreement shall continue to operate until it is either replaced by another workplace agreement or terminated.

## 4 No Extra Claims

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4.1 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.

- 4.2 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.

## **5 Scope of Agreement**

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- 5.1 This Agreement binds:
- the Company; and
  - the Employees.
- 5.2 This Agreement applies to the exclusion of any award or other industrial instrument that may otherwise apply to the employment of Employees covered by this Agreement. This Agreement replaces and supersedes in full any other collective agreements that may have been in operation prior to its commencement, including the GE Branch Collective Agreement 2008-2011.

## **6 General Employment Conditions**

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- 6.1 The Company may engage Employees under the Agreement as:
- (a) permanent full-time employees;
  - (b) permanent part-time employees;
  - (c) casual employees; or
  - (d) maximum term employees (on either a full-time or part-time basis).
- 6.2 Subject to the terms of this Agreement, any Employee employed by the Company as a permanent full-time, permanent part-time, casual or maximum term employee immediately before the commencement of this Agreement will continue to be employed on that same basis after the commencement of this Agreement.
- 6.3 The Company will inform all Employees engaged after the commencement of this Agreement whether they are to be employed on a permanent full-time, permanent part-time, casual or maximum term basis.
- 6.4 The Company will engage Employees under this Agreement in the current Associate Band (Band 1) roles described in Schedule 1 and/or any new Associate Band (Band 1) roles consistent with the level of the current roles created by the Company to reflect changes required by the Company in the workforce over time.
- 6.5 Employees must faithfully and diligently perform the duties set out in the applicable role descriptor in Schedule 1 as well as any other duties which the Company may assign to them which are suitable for them having regard to their skills, training and experience.

## 6.6 Full-time Employees

6.6.1 A full-time employee is an Employee who is engaged to work 76 ordinary hours a fortnight.

6.6.2 Full-time Employees will be paid for a minimum of 6 hours per shift for hours worked between Monday and Friday, a minimum of 3 hours per shift for hours worked on a Saturday or Sunday and a minimum of 4 hours per shift on a public holiday.

## 6.7 Part-time Employees

6.7.1 A part-time employee is an Employee engaged to work an agreed number of ordinary hours, that is less than 76, a fortnight.

6.7.2 Part-time Employees receive equivalent pay and conditions, on a pro-rata basis, to full-time Employees in the same job grade.

6.7.3 A part-time Employee may work the same number of hours as a full-time Employee if he/she occupies a full-time position for a limited period.

6.7.4 Part-time Employees will be paid for a minimum of 3 hours for any 1 shift, and a minimum of 4 hours per shift on a public holiday.

## 6.8 Casual Employees

6.8.1 A casual employee is an Employee who is engaged and paid as such. 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.

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

- Clauses 7.1 and 7.2 of Clause 7 (Termination of Employment); and
- Clause 8.6 (Individual Salary Reviews); and
- Clause 12 (Leave and Public Holidays), except as stated in that clause; and
- Clause 13 (Redundancy, Redeployment and Retrenchment).

6.8.3 Casual employees will be paid for a minimum of 3 hours for any 1 shift, and a minimum of 4 hours per shift on a public holiday.

## 6.9 Casual Rate of Pay

6.9.1 Casual employees will be paid at an hourly rate that is no less than the minimum hourly rate set out in Clause 8.2 for the relevant job grade plus a casual loading of 25%.

6.9.2 The casual loading described in Clause 6.9.1 above is paid in lieu of any entitlements to annual leave, personal/carer's leave, notice of termination, redundancy benefits and other benefits which are particular to full-time and/or part-time employment.

#### 6.10 **Probationary Period**

6.10.1 All full-time and part-time Employees (including maximum-term Employees) will initially be engaged on a probationary basis for 3 months.

6.10.2 During or at the conclusion of the probationary period, either the Employee or the Company can terminate the Employee's employment by giving the other 1 week's notice, or by the Company paying the Employee 1 week's pay in lieu of notice. This notice period will not apply in cases warranting summary dismissal.

#### 6.11 **Work Location**

6.11.1 The Company may, either on a temporary or a permanent basis, alter the location at which Employees are required to carry out their duties in order to meet the needs of the business.

6.11.2 In the case of temporary changes to the location at which an Employee is required to carry out his/her duties, a minimum of 24 hours' notice will be provided to the affected Employee.

6.11.3 In the case of permanent changes to the location at which an Employee is required to carry out his/her duties, the Company will consult with the affected Employee in accordance with Clause 16 (Introduction of Change). If, after consulting with the affected Employee, the Company decides to implement the change, a minimum of 2 weeks' notice will be provided to the affected Employee, unless the Company and the Employee agree to a shorter notice period.

6.11.4 In determining any change to the location at which an Employee is required to perform his/her duties, the Company will take into account the travelling distance between any proposed work location and the Employee's home location, available transport arrangements and the Employee's personal commitments.

## **7 Termination of Employment**

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### **7.1 Termination by the Company**

7.1.1 This Clause 7.1 applies to full-time and part-time Employees (including maximum-term Employees) only.

7.1.2 If the Company terminates the employment of an Employee, the following notice periods shall be provided (except in circumstances warranting summary dismissal or in any other circumstances set out in Clause 7.4.1 below):

If the Employee's 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

7.1.3 Employees who are over 45 years of age and have completed at least 2 years' continuous service with the Company are entitled to an additional 1 week's notice of termination.

7.1.4 In the event that an Employee has a contractual entitlement to a longer period of notice, that longer contractual notice period will apply to the exclusion of the otherwise applicable notice period set out in Clause 7.1.2.

7.1.5 Where the Company has given notice of termination to an Employee, the Employee will be entitled to up to 1 day's paid leave during the notice period for the purpose of seeking other employment. This time off is to be taken at a time that is convenient to the Employee after consultation with the Company.

## 7.2 Resignation from Employment

7.2.1 All full-time and part-time Employees (including maximum term Employees) who decide to leave the Company's employment must give the Company the following period of notice in writing:

If the Employee's period of continuous service is:	The period of notice will be:
Less than 1 year	1 week
More than 1 year	2 weeks

7.2.2 If an Employee fails to give the Company the required notice, the Company may, to the extent permitted by legislation, deduct from any money it owes the Employee an amount equivalent to the amount the Employee would have earned if he/she worked his/her ordinary hours for the period of notice not given. In addition, an Employee who fails to give the necessary notice will not receive any money, including but not limited to superannuation benefits, that would have been payable to the Employee or for the benefit of the Employee during the period of notice not given.

## 7.3 Notice of Termination for Casual Employees

The employment of a casual Employee may be terminated by either the Employee or the Company giving the other 1 day's notice.

**General Provisions Regarding Termination of Employment**

The Company may, in its absolute discretion, elect to make a payment to an Employee in lieu of any period of notice, or the unexpired part of any period of notice, given under Clause 7.1, 7.2 or 7.3. If the Company chooses to pay an Employee in lieu of allowing the Employee to work out his/her full notice period, it will pay the Employee an amount equal to the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Company would have been required to pay the Employee under this Agreement.

7.4.1 The period of notice prescribed in Clause 7.1, 7.2 or 7.3 shall not apply if:

- the Employee was engaged as a maximum- term Employee and the maximum term period of the Employee's employment contract expires, in which case the Employee's employment terminates on the date his/her contract expires (otherwise the Employee's maximum term contract of employment may be terminated by the Company or by the Employee in accordance with Clauses 7.1 or 7.2);
- the Employee's employment is terminated during his/her probationary period; and/or
- the Employee is terminated on grounds warranting summary dismissal.

7.4.2 Unless an Employee and the Company have agreed otherwise, any money that the Employee owes the Company on cessation of the Employee's employment will, to the extent permitted by legislation, be deemed payable on the date that the Employee's employment ceases, irrespective of the original due date. This includes monies advanced in relation to an Employee's employment, including any annualised salary. It does not include monies owed as a result of a client/customer relationship between an Employee and any company in the Group.

7.4.3 Employees must return all property belonging to the Company and/or any other company in the Group which has been issued to them on or before the day on which their employment with the Company is to end. This includes Employees' access identification, keys, manuals, corporate credit cards and any other Group owned property and all Group files in their possession or custody or under their control.

7.4.4 Employees must keep confidential all details of the Group's business and those of its customers during their employment and after they leave the Company's employment.

## 7.5 Summary Dismissal

The Company has the right to dismiss an employee without notice or payment in lieu of notice if the Employee has engaged in serious misconduct or any other conduct that warrants summary dismissal.

## 8 Salaries, Salary Review and Superannuation

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### 8.1 Payment of Salary/Wages

8.1.1 All full-time and part-time Employees will be paid an annual salary of no less than the applicable minimum salary set out in Clause 8.2. In the case of part-time Employees, this salary will be calculated on a pro-rata basis in accordance with such Employees' agreed ordinary hours.

8.1.2 The salary provided to full-time and part-time Employees is for all ordinary hours worked by such Employees. In circumstances where Employees are required to work additional hours in excess of their ordinary hours, they will be paid for those additional hours in accordance with Clause 10 (Overtime).

8.1.3 Casual Employees will be paid for all ordinary hours worked at an hourly rate that is no less than the minimum hourly rate set out in Clause 8.2 (Minimum Salary Rates) for the relevant job grade plus a casual loading of 25%.

8.1.4 The Company will pay an Employee's salary/wages on a fortnightly basis by electronic funds transfer into a bank account nominated by the Employee and will provide Employees with a payroll advice setting out details of gross pay, deductions, tax paid and net amount paid.

### 8.2 Minimum Salary Rates

8.2.1 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 2011:

Cluster	Minimum hourly rate from date the Agreement commences until 31 December 2011	Minimum annualised salary from the date the Agreement commences until 31 December 2011
PFR	\$21.26	\$42,010.00

8.2.2 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 2012 and (if applicable) will be adjusted in accordance with Clause 8.2.6:



Cluster	Minimum hourly rate from 1 January 2012	Minimum annualised salary from 1 January 2012
PFR	\$21.68	\$42,840.00

8.2.3 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 2013 and (if applicable) will be adjusted in accordance with Clause 8.2.6:

Cluster	Minimum hourly rate from 1 January 2013	Minimum annualised salary from 1 January 2013
PFR	\$22.12	\$43,710.00

8.2.4 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 2014 and (if applicable) will be adjusted in accordance with Clause 8.2.6:

Cluster	Minimum hourly rate from 1 January 2014	Minimum annualised salary from 1 January 2014
PFR	\$22.56	\$44,580.00

8.2.5 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 2015 and (if applicable) will be adjusted in accordance with Clause 8.2.6:

Cluster	Minimum hourly rate from 1 January 2015	Minimum annualised salary from 1 January 2015
PFR	\$23.01	\$45,468.00

8.2.6 The minimum ordinary hourly rate and annualised salary rate specified in Clauses 8.2.2 and 8.2.3 and 8.2.4 and 8.2.5 will be adjusted for each year at the time that the individual salary review increases are paid to Employees under Clause 8.6.2. Any increase to the minimum ordinary hourly rate and/or the annualised salary to be paid to Employees 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/or annualised salary in any year an Employee must:

- 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 given notice of resignation, abandoned their employment or been provided with notice of termination of employment.

### 8.3 **Overpayment or Prepayment of Salary**

In the event that a salary overpayment or prepayment is made to an Employee, the Employee will be 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 the Employee on the rate of recovery, the overpayment, prepayment or amount owed will be repaid at the rate equal to 20 per cent of the Employee's salary/wages and will be deducted from the Employee's fortnightly pay until such time as the amount has been repaid. The Employee may authorise a greater amount to be deducted from the Employee's salary by the Company. Where the deduction would cause severe hardship to the Employee, a lesser amount may be approved by the Company, except in relation to Court orders, garnishees and attachment orders.

### 8.4 **Deductions upon Termination of Employment**

If an Employee owes money to the Company at the time of the termination of his/her employment or if an Employee provides less than the required notice of his/her intention to resign, the Company may, to the extent permitted by legislation, withhold from the amounts payable to the Employee upon termination a sum equivalent to the amount owed and/or equivalent to the remuneration the Employee would have received for the portion of notice period not served.

### 8.5 **Salary Sacrifice Arrangements/Payroll Arrangements**

Employees may authorise the Company to deduct amounts from their 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.

### 8.6 **Individual Salary Reviews**

8.6.1 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 8.6.3. 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 individual salaries.

8.6.2 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 2012, 1 January 2013, 1 January 2014 and 1 January 2015. The increased amount of salary will be paid prior to 1 July of the applicable year, and will be backdated to 1 January of that year.

8.6.3 To be eligible for an individual salary increase in any year the Employee must:

- be a full-time or part-time (including maximum 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 the Employee's 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 given notice of resignation, abandoned their employment or been provided with notice of termination of employment.

8.6.4 If the Employee meets the conditions of Clause 8.6.3, and subject to Clause 8.6.5 the Company will guarantee the Employee a minimum per annum individual salary increase of 2% of his/her base salary at the relevant time.

8.6.5 If the Employee's salary exceeds the Band maximum as set by the Company from time to time for a GE Associate Band (Band 1) employee, the Company may elect to pay the salary increase applicable to the Employee as a lump sum amount rather than as a percentage increase to his/her salary.

## **9 Hours of Work**

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### **9.1 Ordinary Hours**

9.1.1 The ordinary hours of work for full-time Employees are 38 hours per week or 76 hours over a 2 week period.

9.1.2 The ordinary hours of work for part-time Employees are the hours agreed, in writing, between the Company and the Employee at the time of the Employee's engagement (as varied by agreement, in writing, between the Company and the Employee from time to time).

9.1.3 The ordinary hours of work for casual Employees are the lesser of 38 hours per week or the hours required to be worked by the Company.

## 9.2 **Span of Hours**

9.2.1 Employees will work their ordinary hours at the times required by the Company, between the hours of 7.00 am – 7.00 pm Monday to Friday and 8.00am to 12.00 noon on Saturday.

## 9.3 **Rosters**

9.3.1 The Company will endeavour to balance the needs of Employees with business requirements in determining Employee rosters. The following rostering principles provide direction for management to establish local rosters:

- identify the activities required to be performed within the span of hours,
- determine the skills and staffing levels needed to meet the requirements of the identified activities,
- create a roster that matches the identified activities and skills required,
- respond to matters/complications associated with the roster, including staffing issues.

9.3.2 The Company is committed to Employees taking at least 2 successive rest days during each 14 day roster period.

9.3.3 There will be no provision in rosters for the Company to split shifts in any 1 day, unless an Employee specifically requests a split shift to suit their personal circumstances, and the arrangement meets the needs of the business and is approved by the Company.

9.3.4 Rosters will be determined locally, taking into account, among other things, business, customer and branch requirements. The Company will determine final roster arrangements. Changes to rostered hours will be communicated to affected Employees not less than 1 week before the roster starts or less if the Company and the Employee agree.

## 9.4 **Meal Break**

9.4.1 Any Employee whose working hours extend beyond 5 hours on any 1 day will be entitled to and must take an unpaid meal break of no less than 30 minutes and no more than 60 minutes, as determined by the Company.

9.4.2 Employees who work more than 10 hours on any given day are entitled to a further 20 minute paid break. The timing of meal breaks will be determined at the local branch level with the agreement of the Employee and their manager.

## 10 **Additional Hours (Overtime/Time in Lieu) and Meal Allowances**

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### 10.1 **Overtime Rates/Time in Lieu**

10.1.1 In addition to Employees' ordinary hours, the Company may require Employees to work reasonable overtime.

10.1.2 Employees will be paid at the overtime rates specified in Clause 10.1.4 for all hours worked in excess of their ordinary hours. Such payments are in addition to an Employee's annual salary. However, the Company will only pay Employees for overtime that has been authorised by a Branch Manager before it is worked.

10.1.3 An Employee (other than a casual Employee) who works so much overtime between the termination of their ordinary hours on 1 day and the commencement of their ordinary hours on the next day that they will not have had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for their ordinary hours occurring during that absence. If on the instruction of the Company such an Employee resumes or continues work without having had 10 consecutive hours off duty they must be paid at the rate of 200% until they are released from duty for such period. They will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

10.1.4 The overtime rates payable to Employees are as follows:

<b>Time at which overtime is worked</b>	<b>Applicable rate</b>
Monday to Friday	150% for the first 3 hours and 200% thereafter
Saturday (outside an employee's ordinary hours)	200%
Sunday	200%

10.1.5 With respect to casual Employees, the applicable overtime rate is to be applied to the hourly rate that such Employees would receive in relation to their ordinary hours (including the casual loading).

10.1.6 The Company will calculate all overtime pay based on an Employee's ordinary hourly rate.

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

10.1.8 An Employee may elect, with the consent of the Company, to take time off instead of receiving payment for overtime at a time or times agreed with the Company. The amount of time an Employee can take off is equal to the number of hours of overtime that the Employee worked and for which the Company is not paying the Employee, that is 1 hour off for 1 hour of overtime worked (irrespective of when the overtime is worked).

10.1.9 Following an election made by an Employee under Clause 10.1.8 above to take time off instead of receiving payment for overtime, the Company will provide payment at the applicable overtime rate for any overtime worked:

- at the request of the Employee, where such time has not been taken within 4 weeks of accrual; or
- at the Company's discretion, where such time has not been taken within 3 months of accrual.

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

10.1.11 Any period of time during which an Employee undertakes learning and development activities approved by the Company will count as time worked for the purpose of calculating an Employee's entitlement to overtime.

## 10.2 Meal Allowance

10.2.1 Subject to Clause 10.2.2, if an Employee is required to work 1 and a half hours overtime and the period of overtime extends beyond 6 pm, the Company will pay the Employee a meal allowance of \$15.00. A further allowance of \$12.00 will be paid if the overtime exceeds 5 and a half hours.

10.2.2 An Employee's salary includes a component for 1 meal allowance of \$15.00 per week. Therefore, Employees will only be paid a meal allowance in circumstances where they become entitled to a second and/or subsequent meal allowance in 1 week.

## 11 Benefits and Allowances

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### 11.1 Superannuation

The Company will make superannuation contributions on behalf of Employees covered by this Agreement at the minimum level of superannuation contributions which the Company is required to make on behalf of employees in accordance with relevant superannuation legislation.

### 11.2 Company Uniform

11.2.1 On commencement of employment, permanent full-time and part-time Employees will receive a Company uniform at no cost to the Employee. Top-up uniform items will be issued annually at no cost to the Employee. Employees may purchase additional uniform items at their own expense if they choose to supplement the uniform provided by the Company.

11.2.2 Maximum term and casual Employees are not entitled to receive Company uniforms. However, these Employees are required to dress appropriately and in accordance with the Company's requirements.

### 11.3 **Taxis**

11.3.1 Cab vouchers to the value of up to \$50 will be provided to Employees who are rostered to finish at or after 8.00 pm and where their usual means of transport is either unavailable, impracticable or unsafe. The vouchers may only be used on the day of issue and are only for the Employee's use. Any unused vouchers must be returned to the Branch Manager.

11.3.1 The Company may require that taxi transportation be shared with other Employees of the Company. Employees must use their best endeavours to ensure the most direct route from the Company's premises to the Employee's home is taken.

### 11.4 **Higher Duties Allowance**

11.4.1 If an Employee is requested to perform duties at a level higher than the job in which the Employee usually works, for a period of 4 or more consecutive working days, the Employee will be entitled to a higher duties allowance in accordance with this clause for the period that the Employee is required to perform those duties at the higher level position.

11.4.2 The Employee performing the higher duties will be paid a gross allowance of \$250 per week, paid on a fortnightly basis.

11.4.3 If an Employee is required to perform higher duties as a Branch Manager or equivalent role, the Employee will get the use of a Company vehicle if the Employee is required to use a motor vehicle for business related travel and a Company vehicle is available to the Employee for this purpose. If a motor vehicle is not available, and the Employee performing the higher duties role is required to use his or her private motor vehicle in business related travel, the Employee will be reimbursed for such use for all reasonable expenses actually incurred together with a motor vehicle allowance of \$97.58 per week for a vehicle 1500cc and under and \$120.36 per week for a vehicle over 1500 cc.

### 11.5 **First Aid Allowance**

Where the Company is required by legislation to appoint an accredited first aid officer, such Employee shall be paid 1.84% of the standard rate per week for each week the Employee is appointed by the Company to perform first aid duty. This will be pro-rated for part-time employees.

### 12.1 Annual Leave

12.1.1 Full-time and part-time Employees (including maximum term Employees) are entitled to 4 weeks of annual leave per 12 months of continuous service with the Company according to the Employee's ordinary hours of work.

12.1.2 An Employee's entitlement to annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and is credited fortnightly.

### 12.2 Taking Annual Leave

12.2.1 Subject to this Clause 12.2, an Employee can take annual leave at any time mutually agreed between the Employee and the Company.

12.2.2 If an Employee has an excessive accrual of annual leave, the Company can require the Employee to take annual leave.

12.2.3 The Company can require an Employee to take accrued annual leave during a period or periods when the Company shuts down or otherwise curtails operations in part or all of the business of the Company.

12.2.4 Generally, all applications for annual leave must be submitted at least 4 weeks prior to the proposed commencement date of the leave. However, for annual leave over Christmas, Easter and school holidays, leave application forms must be submitted 3 months prior to the commencement of these periods. Applications for annual leave over Christmas, Easter and school holidays will be reviewed at 1 time, with preference being given to those Employees who have given 3 months' notice and/or Employees who need to take leave because of pressing personal circumstances.

12.2.5 If the Company requires an Employee to take annual leave at a particular time, it will give the Employee at least 4 weeks' notice. An Employee and the Company may agree to vary the amount of notice.

12.2.6 In pressing personal circumstances, the Company may permit an Employee to take annual leave in advance of it being accrued.

12.2.7 If a public holiday is prescribed pursuant to Clause 12.10.1 of this Agreement and occurs on a day when an Employee would normally be at work if he/she was not on leave, then the Employee will be paid at his/her ordinary rate of pay for the public holiday and it will not be deducted from the Employee's annual leave balance.

12.2.8 When an Employee takes annual leave, the Employee is entitled to receive the wages/salary that the Employee would have received for his/her ordinary hours if he/she had not been on leave.



12.2.9 On cessation of an Employee's employment with the Company, the Company will pay to the Employee an amount in lieu of any accrued and untaken annual leave.

12.2.10 If an Employee has taken leave before it accrued and the Employee's employment with the Company ends before he/she has accrued the leave, the Company can, to the extent permitted by legislation, deduct an amount equivalent to the payment for that leave from any money that it owes to the Employee.

12.2.11 If an Employee's employment with the Company ends as a result of the Employee taking up employment with another company in the Group then, to the extent permitted by legislation, the Employee's accrued annual leave will be transferred to the Employee's new employment (and no payment in lieu of annual leave will be made to the Employee by the Company).

### 12.3 **Voluntary Cashing Out Of Excess Annual Leave**

12.3.1 An Employee may cash out a period of annual leave in the following circumstances:

- the Employee makes a written request to his/her manager;
- the Employee's manager approves the Employee's request;
- the amount of leave to be cashed out will leave the Employee with a remaining accrued entitlement to paid annual leave of at least 4 weeks; and
- the Employee and the Company enter into an agreement in writing regarding the cashing out of the leave.

12.3.2 Leave cannot be cashed out under Clause 12.3.1 in advance of it accruing.

12.3.3 Payment for annual leave cashed out under Clauses 12.3.1 will be the gross amount that would have been payable to the Employee had the Employee taken the annual leave foregone.

### 12.4 **Personal/Carer's leave**

12.4.1 The Company recognises that there may be times when Employees will be genuinely unable to attend for work due to personal illness or injury or the illness or injury of a member of the Employee's immediate family or household. This clause sets out the circumstances in which an Employee may take personal/carers' leave, and the requirements for taking such leave.

12.4.2 Employees have access to personal/carers' 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 the Employee's immediate family or a member of the Employee's household who requires care or support because of personal illness or injury or an unexpected emergency (carers' leave). Full-time and part-time Employees (including maximum term Employees) have access to up to 2 weeks' paid personal/carers' leave each year of employment according to the Employee's ordinary hours of work.

12.4.3 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

12.4.4 For the purpose of this Clause 12.4, immediate family means any of the following people:

- an Employee's spouse (which includes a former spouse, de-facto spouse, and former de-facto spouse); and
- a parent (including stepparent), sister, stepsister, brother, stepbrother, child (including stepchild), grandfather, grandmother or grandchild of either an Employee or an Employee's spouse.

12.4.5 An Employee who has notified the Company that he/she is taking personal/carer's leave must provide the Company with appropriate documentary evidence to satisfy the Company that the leave taken by the Employee was for a reason specified in Clause 12.4.2.

12.4.6 For the purpose of clause 12.4.5, this evidence will ordinarily take the form of a medical certificate from a registered health practitioner in the following circumstances:

- for a period of absence equal to 2 or more consecutive work days or 2 or more consecutive shifts (ie 2 consecutive shifts on which the Employee has 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 the Employee was not required to work (i.e. time off in lieu as outlined in Clause 10.1.8); and/or
- during a probationary period; 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.

12.4.7 Any medical certificate provided for the purpose of Clause 12.4.5 must bear a date of issue no later than the first day of the absence and cover the Employee for the full period of his/her 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 and 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.

- 12.4.8 Where reasonably practicable, the required documentary evidence should be provided within 48 hours of the absence. If the Employee fails to provide the Company with the required documentary evidence when the Employee is required to do so, the Company may refuse to pay the Employee for the absence and treat the period as unauthorised leave.
- 12.4.9 Should the Employee wish to return to work prior to the return date stated on the medical certificate obtained from a registered health practitioner, the Company will require that the Employee obtain medical clearance from his/her treating practitioner confirming that he/she is fit to return to the workplace.
- 12.4.10 If an Employee uses up all of the Employee's accumulated personal/carer's leave, the Company may, at its discretion, give the Employee extra paid or unpaid sick leave after considering the nature of the Employee's case, including the Employee's sick leave history, length of continuous service and work performance.
- 12.4.11 An Employee's 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 an Employee's employment ends.
- 12.4.12 Where reasonably practicable the Employee must notify his/her Branch Manager via a telephone call (where practicable) as soon as possible but not less than 1 hour prior to the Employee's normal starting time that he/she is unable to work because he/she is ill or injured or needs to take carer's leave.
- 12.4.13 If the Employee fails to provide the Company with the required notification required in Clause 12.4.12, the Company may elect to treat the period of the Employee's absence as unauthorised leave and not pay the Employee for the period of his/her absence from work.
- 12.4.14 Subject to production of the required documentary evidence, if an Employee is ill while on annual leave he/she will have the relevant period treated as personal/carer's leave (if the Employee has accrued an entitlement to personal leave).
- 12.4.15 Where an Employee has a chronic illness and/or requires special workplace modifications to be made, the Company can, at its discretion, refer the Employee to a medical practitioner at the Company's expense.

## 12.5 Long Service Leave

- 12.5.1 Long service leave will accrue and be available to eligible Employees in accordance with the applicable long service legislation.
- 12.5.2 When an Employee takes long service leave, the Company will pay the Employee his/her ordinary hourly rate of pay for the ordinary hours that the Employee would have worked if he/she had not been on leave (and without regard to any loadings or penalties).

- 12.5.3 Where an Employee's employment is terminated, the Company will pay the Employee for any accrued and untaken long service leave to which the Employee is entitled under the applicable long service leave legislation.
- 12.5.4 Subject to applicable legislation, if an Employee takes up employment with another company in the Group, the Employee's service with the Company will count as continuous service for long service leave purposes. Any accrued and untaken long service leave to which the Employee is entitled will be transferred to his/her employment with that other company.

## 12.6 Parental Leave

### 12.6.1 Definitions

- 12.6.1.1 The primary care giver of a child is the parent who assumes the principal role of providing care and attention to a child.
- 12.6.1.2 The secondary care giver is the other parent who does not assume the principal role of providing care and attention to a child.
- 12.6.1.3 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.
- 12.6.1.4 Child means a child of the Employee under the age of 2 years except in relation to the adoption of a child where 'child' means a person under the age of 16 years as at the day of placement or the proposed day of placement, other than a child or step-child 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.
- 12.6.1.5 Continuous service means unbroken service. Service is not broken by an Employee taking leave in accordance with this clause or any other leave authorised by the Company.
- 12.6.1.6 Spouse means a married or defacto partner of the same or opposite sex including a former spouse or defacto partner.

### 12.6.2 Who is Entitled to Parental Leave?

Subject to complying with the notice and evidence requirements contained in the FW Act in relation to parental leave, permanent full-time, permanent part-time, maximum-term and eligible casual Employees are entitled to paid, parental, unpaid parental, paid adoption and/or adoption leave in accordance with this clause.

### 12.6.3 **Basic Entitlement**

- 12.6.3.1 After 9 months' continuous service, care givers are entitled to leave in relation to the birth or adoption of their child.
- 12.6.3.2 An eligible Employee will be entitled to up to a total of 12 months' parental or adoption leave (unless an additional period of parental/adoption leave is granted to the Employee under Clause 12.6.8).
- 12.6.3.3 Parental and adoption leave are available to only 1 care giver at a time, except that both care givers may simultaneously take an unbroken period of 3 weeks' leave at the time of the birth or placement.
- 12.6.3.4 Subject to any legislative exceptions, Employees must take all parental and adoption leave as a single continuous period.

### 12.6.4 **Paid Parental Leave**

- 12.6.4.1 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 and the Employee is the primary care giver of a child under the age of 1 year for the duration of the paid parental leave;
- 12.6.4.2 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 and the Employee is the primary care giver of a child under the age of 1 year for the duration of the paid parental leave;
- 12.6.4.3 The secondary care giver will be entitled to 1 week's paid parental leave at the time of birth;
- 12.6.4.4 Parental leave is paid at an Employee's ordinary hourly rate of pay as at the commencement of the parental leave;
- 12.6.4.5 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, paid parental leave will be given to only 1 of the employees;
- 12.6.4.6 This Clause 12.6.4 applies to full-time and part-time Employees only. To avoid doubt, eligible casual Employees are not entitled to paid parental leave.

### 12.6.5 **Paid Adoption Leave**

- 12.6.5.1 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 and the Employee is the primary care giver of a child under the age of 5 years for the duration of the paid adoption leave;
- 12.6.5.2 The secondary care giver will be entitled to 1 week's paid adoption leave if they have had at least 9 months' continuous service with the Company and the Employee is the

primary care giver of a child under the age of 5 years for the duration of the paid adoption leave;

- 12.6.5.3 Adoption leave is paid at an Employee's ordinary hourly rate of pay as at the commencement of the adoption leave;
- 12.6.5.4 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, paid adoption leave will be given to only 1 of the employees;
- 12.6.5.5 This Clause 12.6.5 applies to full-time and part-time Employees only. To avoid doubt, eligible casual Employees are not entitled to paid adoption leave.

#### 12.6.6 **Unpaid Parental/Adoption Leave**

- 12.6.6.1 Primary care givers who have completed at least 9 months continuous service with the Company are entitled to 12 months unpaid parental leave and/or adoption leave in accordance with the NES (less any period of paid parental or paid adoption leave taken by the Employee).
- 12.6.6.2 Secondary care givers who have completed at least 9 months continuous service with the Company may take up to 3 weeks unpaid parental leave and/or adoption leave at the time of the child's birth or placement (less any period of paid parental or paid adoption leave taken by the Employee at that time).

#### 12.6.7 **Parental/Adoption Leave and other Entitlements**

An Employee may, in lieu of or in conjunction with parental or adoption leave, take other paid leave entitlements to which the Employee is entitled, such as annual leave or long service leave.

#### 12.6.8 **Right to Request Additional Leave**

- 12.6.8.1 An Employee may request an extension of unpaid parental leave for a further period of up to 12 months (less any parental leave taken by the Employee's spouse) immediately following the end of the initial 12 month period of parental leave available to the Employee. To avoid doubt, the Employee is 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.
- 12.6.8.2 The request for an extension under this clause must be made to the Employee's manager, in writing, at least 4 weeks before the end of the Employee's initial period of parental leave and must specify the amount of leave taken (or to be taken) by the Employee's spouse prior to the requested extension.

12.6.8.3 The Company will refuse a request under this clause only on reasonable business grounds.

## 12.7 **Compassionate Leave**

12.7.1 Full-time and part-time Employees (including maximum term Employees) are entitled to a maximum of 3 days' paid leave on each occasion when a member of the Employee's immediate family or household:

- contracts or develops a personal illness that poses a serious threat to his or her life;
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

12.7.2 An Employee may take paid compassionate leave for an occasion outlined above if the leave is taken to:

- spend time with the member of the Employee's immediate family or household who has contracted or developed the illness, or sustained the injury referred to in Clause 12.7.1; or
- after the death of the member of the Employee's immediate family or household referred to in clause 12.7.1.

12.7.3 If an Employee is required to travel outside Australia to attend the funeral of a member of the Employee's immediate family or household, the Employee will be entitled to a maximum of 4 days' paid compassionate leave.

12.7.4 Casual Employees are entitled to a maximum of 2 days' unpaid leave per occasion for the purposes of spending time with a member of the Employee's 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 the Employee's immediate family or household.

12.7.5 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 4 days' unpaid compassionate leave.

12.7.6 To avoid doubt, the leave available under Clauses 12.7.1, 12.7.3, 12.7.4 and 12.7.5 is not cumulative.

12.7.7 An Employee must provide the Company with appropriate documentary evidence to satisfy the Company that the leave has been taken for the reasons specified in Clauses 12.7.1 through to clause 12.7.5 inclusive. This evidence should be provided within 48 hours of an Employee's return to work following his/her absence.

## 12.8 **Natural Disaster Leave**

An Employee may, at the Company's discretion, be granted up to 3 days' paid leave in the event of a natural disaster that directly affects the Employee or the Employee's home. Such leave will be granted to assist an Employee to evacuate, repair or clean up

afterwards and to be able to show insurance assessors the scene. For the purpose of this clause, 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 an Employee's team leader will allow the Employee to leave work immediately. If the disaster occurs outside of working hours the Employee must make every attempt to notify his/her team leader of the circumstances.

## 12.9 **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 maximum term Employee shall be provided with a maximum of 2 hours' paid leave for the purpose of donating blood. Employees may take blood donor leave a maximum of 4 times in every 12 months of employment, at a time agreed between the Employee and the Company. The Company may require the Employee to produce proof of attendance to donate blood.

## 12.10 **Public Holidays**

12.10.1 Subject to Clause 12.10, Employees are entitled to be absent from work, without loss of pay, on the days that are recognised as public holidays for the purposes of the NES.

12.10.2 An Employee may agree with the Company that another day be substituted for any of the holidays recognised under the NES.

12.10.3 The operational requirements of the Company are such that it requires work to be performed on public holidays and the Company may, therefore, require Employees to work on public holidays. For this purpose, the Company will adopt the following approach with respect to selecting Employees to work on public holidays:

- full-time and part-time Employees will be asked to volunteer;
- if insufficient volunteers are received from full-time and part-time Employees, casual Employees will be asked to fill the required numbers; and
- if there are still not enough Employees to fill shifts for work on public holidays, the Company will, at its discretion, require Employees to work on public holidays.



12.10.4 The following table summarises what Employees (including casual Employees) will be paid if they are rostered to work on a public holiday:

Rostered and required to work	Rostered but not required to work	Not rostered and not required to work (rest day)
<p>Employees will be paid at the rate of 250% for all hours worked (with a minimum payment of 4 hours).</p> <p>OR</p> <p>By agreement between the Employee and the Company, the Employee will be paid at his/her ordinary rate and be provided with a day in lieu (paid at the Employee's ordinary rate of pay) which is to be taken within the same pay period.</p>	<p>Employees will be paid at their ordinary rate of pay.</p>	<p>No payment will apply.</p>

12.10.5 The Company will calculate all penalty rates based on the hourly rate set out in Clause 8.2 for the Employee's role. In the case of a full-time or part-time Employee who is rostered and required to work on a public holiday, the Employee will be paid the additional amount necessary to satisfy the applicable penalty rate when combined with the Employee's annual salary (for example, in the case of a penalty rate of 250%, the Employee will receive their annual salary for the period in which the public holiday falls, plus an additional payment at the rate of 150% of the Employee's ordinary hourly rate for each hour worked on the public holiday).

12.10.6 With respect to casual Employees, the applicable penalty rate is to be applied to the hourly rate that such Employees would receive in relation to their ordinary hours (including the casual loading).

12.10.7 Where both a public holiday and substitute day are worked, public holiday penalties are payable on 1 of those days at the election of the Employee.

#### 12.11 Jury Service

12.11.1 If a full-time or part-time Employee (including maximum term Employee) is required to attend for jury service during ordinary working hours, the Company will pay the Employee an amount equal to the difference between the amount paid in respect of the jury service and the ordinary hourly rate of pay the Employee would have received in respect of the ordinary hours he/she would have worked.

- 12.11.2 An Employee is required to notify the Company as soon as possible of the date upon which the Employee is required to attend for jury service. As proof of such a requirement, the Employee will need to furnish the Company with a copy of the summons the Employee received requiring his/her attendance.
- 12.11.3 An Employee will be required to give the Company proof of attendance, the duration of such attendance and the amount received for performing jury service.

#### 12.12 **Purchased Leave**

- 12.12.1 Full-time and part-time Employees who have completed their probationary period may choose to purchase 1 additional week's leave, in each year of employment, by way of a deduction from the Employee's pre-tax salary of the amount the Employee would have received for the ordinary hours the Employee would have worked in that period.
- 12.12.2 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.
- 12.12.3 Purchased leave not taken within 18 months after the leave is purchased will be forfeited and the value of the leave refunded to the Employee at the end of the calendar year.
- 12.12.4 Purchased leave counts as service for all purposes.

#### 12.13 **Effect of Unpaid Leave on Leave Accruals**

Any period of absence on unpaid leave shall not count as service for any purpose under the Agreement, but shall not break continuity of employment. Subject to any applicable legislation, Employees will not be entitled to the accrual of Personal, Annual or Long Service Leave during any period of unpaid leave.

#### 12.14 **Birthday Holiday Leave**

Full-time and part-time Employees will be entitled to a day's leave in respect of their birthday provided they have been employed for a period of a minimum of 3 months. Birthday leave must be taken within 1 month after the Employee's birthday and is not to be taken prior to the Employee's birthday.

### **13 Redundancy, Redeployment and Retrenchment**

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- 13.1 This clause will apply only to permanent full-time and permanent part-time Employees.

**'Redundancy' is a situation where the work of a position** (or a substantial portion of it):

1. is no longer required by the Company to be done; or
2. the role is restructured so that some or all of its duties are split up between other roles.

**'Retrenchment'** means the termination of an Employee's employment as the result of redundancy and where alternative employment is not offered and/or arranged.

## 13.2 **Comparable Alternative Employment**

13.2.1 An Employee whose position is made redundant will not be entitled to the benefits outlined in Clause 13.3 if:

- the Company offers the Employee or arranges for the Employee to be offered a 'directly comparable' position either with the Company, elsewhere in the Group, or outside the Company and the Group (irrespective of whether the Employee accepts that offer of employment); or
- the Employee accepts an offer of employment either from the Company or arranged by the Company which is not directly comparable to the position that has been made redundant.

13.2.2 For a new position to be directly comparable to the redundant position, it must be a position within the Company, elsewhere in the Group, or outside the Company or the Group, that:

- has at least the same salary and overall benefits as the redundant position; and
- is at the same location or a location within reasonable commuting distance; and
- is a role that is at least at a comparable classification; and
- has duties that the Employee is, because of his/her skills and abilities able to perform (or will, with training, be able to perform).

## 13.3 **Retrenchment Entitlements**

13.3.1 If an Employee's position becomes redundant and the Employee is to be retrenched, the Employee shall be entitled to the benefits in Clause 13.3.2 – 13.3.5 unless the Employee declines a directly comparable position, or accepts a position which is not directly comparable as described in Clause 13.2.

13.3.2 The Employee will be entitled to 6 weeks' notice (or payment in lieu of notice).

13.3.3 If the Employee is over 45 years of age and has completed 2 years' service with the Company, the Employee will receive an additional 2 weeks' notice (or payment in lieu of notice).

13.3.4 If the Employee has completed 10 years or more of continuous service, the Employee will receive an additional 2 weeks' notice (or payment in lieu of notice).

- 13.3.5 If the Employee is retrenched and the Employee has completed less than 1 year of continuous service with the Company, the Employee will be entitled to a severance payment of up to 3 weeks' salary, which will be prorated for each completed month of service with the Company. If the Employee is retrenched and the Employee has completed at least 1 year or more continuous service with the Company, the Employee will be entitled to a severance payment of a minimum of 4 weeks' salary. Thereafter, the Employee will be entitled to a severance payment of 3 weeks' salary for each year of continuous service and pro-rata payment for each completed month in the final part year of the Employee's service with the Company. The severance payment shall not exceed 52 weeks salary for any 1 Employee, excluding notice.

## **14 Accident Make-Up Policy**

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If an Employee (but not a casual Employee) receives compensation for an injury or illness under workers' compensation legislation (as applicable in each State or Territory), the Company shall pay to the Employee a payment equal to the difference between the amount of the weekly compensation received by the Employee under the relevant legislation and the Employee's base salary (excluding additional rates for overtime and any other loadings) that the Employee would have received under this Agreement for the same period. Make-up pay will be limited to a total of 26 weeks in respect of any 1 injury or illness (including an aggravation or recurrence of an illness or injury).

## **15 Dispute Settlement Procedure**

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- 15.1 The procedures outlined in this Clause 15.1 shall govern the settlement of disputes about any matters arising under the Agreement or in relation to the NES.
- 15.1.1 The parties acknowledge that most issues can be resolved at a workplace level. As soon as practicable after a grievance or claim which may give rise to a dispute has arisen, an Employee must take the matter up with his/her Branch Manager, affording the Branch Manager the opportunity to remedy the cause of the grievance or claim.
- 15.1.2 Where:
- any attempt by the Branch Manager at settlement has failed; or
  - the grievance or claim is of such a nature that a direct discussion between the Employee and his/her Branch Manager would be inappropriate,
  - the Employee must discuss the matter with his/her District Manager who will pursue the matter further if satisfied of the substance of the grievance or claim.
- 15.1.3 If the matter remains unresolved either the Employee or the Branch/District Manager may refer the matter to the relevant Human Resources representative, who will then attempt to resolve the grievance or claim.
- 15.1.4 If the matter still remains unresolved, either the Employee or the HR representative may refer the matter to the GE Ombudsperson.

- 15.1.5 If the matter is not settled through the internal processes outlined above, a party to the dispute may refer the matter to FWA for conciliation.
- 15.1.6 An Employee will continue to work as directed while the matter(s) in dispute are being dealt with in accordance with this clause.
- 15.2 An Employee who is a party to a dispute under this clause may appoint a representative for the purpose of the dispute resolution procedure at any time.

## 16 Introduction of Change

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- 16.1 This clause applies if:
- the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology; and
  - the change is likely to have a significant effect on Employees.
- 16.2 In this clause, a major change is *likely to have a significant effect on Employees* if it results in:
- the termination of the employment of Employees; or
  - major change to the composition, operation or size of the Company's workforce or to the skills required of Employees.
- 16.3 In this clause, *Relevant Employees* means the Employees who may be affected by the major change.
- 16.4 The Company must notify the Relevant Employees of the decision to introduce the major change.
- 16.5 The Relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 16.6 If a Relevant Employee appoints a representative for the purposes of consultation and the Relevant Employee advises the Company of the identity of the representative, the Company must recognise the representative.
- 16.7 As soon as practicable after making its decision, the Company must:
- discuss with the Relevant Employees the introduction of the change, the effect the change is likely to have on the Relevant Employees and the measures the Company is taking to avert or mitigate the adverse effect of the change on the Relevant Employees; and
  - for the purposes of the above discussion — provide, in writing, to the Relevant Employees all relevant information about the change (including the nature of the change proposed), information about the expected effects of the change on

the Relevant Employees and any other matters likely to affect the Relevant Employees.

16.8 However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.

16.9 If a clause of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses (16.3) to (16.9) are taken not to apply.

## 17 Individual Flexibility Arrangements

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17.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- the arrangement deals with 1 or more of the following matters:
  - arrangements about when work is performed;
  - arrangements about the location at which work is performed; and
  - overtime rates;
- the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned above; and
- the arrangement is genuinely agreed to by the Company and Employee.

17.2 The Company must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the *FW Act*; and
- are not unlawful terms under section 194 of the *FW Act*; and
- result in the Employee being better off overall than the Employee would be if no arrangement was made.

17.3 The Company must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the Company and Employee; and
- is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- includes details of:
  - the terms of this Agreement that will be varied by the arrangement;
  - how the arrangement will vary the effect of the terms; and
  - how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences.

17.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

17.5 The Company or Employee may terminate the individual flexibility arrangement:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Company and Employee agree in writing — at any time.

## **18 Stand Down Provisions**

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18.1 The Company may stand down an Employee, without pay, during a period in which the Employee cannot be usefully employed because of 1 or more of the following circumstances:

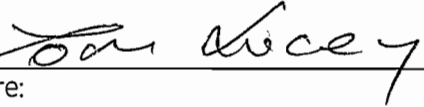
- industrial action (other than industrial action organised or engaged in by the Company);
- a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
- a stoppage of work for any cause which the Company cannot reasonably be held responsible.

The Company will pay an Employee for the minimum period which the Employee is entitled to under this Agreement to work on any day that you commence performing work prior to being stood down.

**SIGNATORY**

Executed by GE Personal Finance Pty Ltd  
ACN 008443810 in accordance with  
section 127(l) of the Corporations Act by  
authority of its directors in the presence  
of:

Witness:

  
Signature:

  
Signature of witness:

Full name:  
Tom Sean Lucey

Full name of witness:  
Jacqueline Fay Connolly

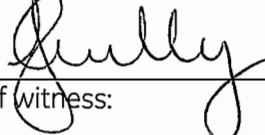
Address:  
572 Swan Street  
Richmond, Victoria 3121

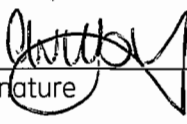
Address of witness:  
572 Swan Street  
Richmond, Victoria 3121

Authority: *Managing Director*  
*authorised to sign documents on*  
*behalf of GE Personal Finance Pty Ltd*  
Date: 22<sup>nd</sup> June 2011

Date: 22<sup>nd</sup> June 2011

**SIGNED** by *Carolyn Joy Wilby* as an  
employee representative of employees  
bound by this Agreement:

Witness:  
  
Signature of witness:

  
Signature

Address:  
572 Swan Street  
Richmond, Victoria 3121

Full name of witness  
Jacqueline Fay Connolly

Date: 23<sup>rd</sup> June 2011

Address of witness:  
572 Swan Street  
Richmond, Victoria 3121  
Date: 23<sup>rd</sup> June 2011

*I am authorised to sign this  
document as I acted as an  
employee representative for  
employees bound by this  
agreement.*