



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Precision Administration Services Pty Ltd
(AG2016/1573)

PRECISION ADMINISTRATION SERVICES PTY LTD ENTERPRISE AGREEMENT 2016

Banking finance and insurance industry

COMMISSIONER ROE

MELBOURNE, 28 JUNE 2016

Application for approval of the Precision Administration Services Pty Ltd Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *Precision Administration Services Pty Ltd Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Precision Administration Services Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[4] The Finance Sector Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 28 June 2016 and, in accordance with s.54, will operate from 5 July 2016. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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Precision Administration Services Pty Ltd Enterprise Agreement 2016

PART 1 - APPLICATION & OPERATION

1.1 Title

This Agreement is to be known as the *Precision Administration Services Pty Ltd Enterprise Agreement 2016* ('the Agreement').

1.2 Arrangement

1.3	Coverage	3
1.4	Application	3
1.5	Date & Period of Operation	3
1.6	No Extra Claims	3
1.7	Policies & Procedures	3

PART 2 - TYPES OF EMPLOYMENT

2.1	Full Time Employment	4
2.2	Part Time Employment	4
2.3	Fixed Term Employment	4
2.4	Casual Employment	4

PART 3 - TERMINATION OF EMPLOYMENT

3.1	Termination of Employment	5
3.2	Abandonment of Employment	6

PART 4 - REMUNERATION & ALLOWANCES

4.1	Classification Structure	7
4.2	Remuneration	7
4.3	Job Evaluation	7
4.4	Annual Remuneration Benchmarking Review	7
4.5	Salary Increases	8
4.6	Additional Merit Payment	8
4.7	Movement Between Bands / Job Families / Band 1 Grades	8
4.8	Payment of Salaries	9
4.9	Superannuation	9
4.10	Performance Based Incentive Plan - Band 1 Employees	9
4.11	Performance Based Incentive Plan - Band 2, 3 & 4 Employees	12
4.12	On Call Allowance	12
4.13	Night Shift Allowance	12
4.14	Secondment Allowance	12
4.15	Higher Duties Allowance	13
4.16	Stand Down	13

PART 5 - HOURS OF WORK

5.1	Ordinary Hours	14
5.2	Scheduling Working Hours	14

5.3	Travel Time Considerations - Work Related Activities	14
5.4	Safe Passage Home	15
5.5	Training & Development	15
5.6	Rostered Days Off (RDOs)	15
5.7	Ordinary Hours on Saturday or Sunday	16
5.8	Overtime	16
5.9	Recall to Work	17
5.10	Time Off in Lieu (TOIL) of Overtime Payment	17
5.11	Meal Allowance	18
5.12	Minimum Break Between Working Days	18
5.13	Rest Pauses	18
5.14	Meal Breaks	18
5.15	Resourcing	18

PART 6 - LEAVE ENTITLEMENTS

6.1	Definitions	19
6.2	Personal / Carer's Leave	19
6.3	Unpaid Carer's Leave	20
6.4	Compassionate Leave	20
6.5	Annual Leave	20
6.6	Community Service Leave	21
6.7	Voluntary Work Leave	21
6.8	Long Service Leave	22
6.9	Parental Leave	22
6.10	Additional Purchased Leave	25
6.11	Domestic and Family Violence Leave	25
6.12	Unapproved Absences	25

PART 7 - PUBLIC HOLIDAYS

7.1	Entitlement	26
-----	-------------	----

PART 8 - WH&S MATTERS

8.1	Workplace Health & Safety	27
8.2	Workers' Compensation - Payment of Wages	27

PART 9 - DISPUTE RESOLUTION

9.1	Process Outline	28
-----	-----------------	----

PART 10 - PERFORMANCE IMPROVEMENT 29

PART 11 - REDUNDANCY, REDEPLOYMENT & RETRENCHMENT

11.1	Definitions	30
11.2	Transmission of Business	30
11.3	Redeployment	31
11.4	Selection for Retrenchment	31
11.5	Notice & Termination Provisions	32
11.6	Offset	32

PART 12 - CONSULTATION & FLEXIBILITY PROVISIONS

12.1	Consultation	33
12.2	Flexibility	34

PART 13 - UNION RIGHTS

13.1	Access	35
13.2	Union Fee Deductions	35
13.3	Training	35
13.4	FSU Workplace Representatives	35
13.5	Dispute Resolution	36

SCHEDULE 1 - SALARIES	37
SIGNATORIES	38

1.3 Coverage

This Agreement covers:

- Precision Administration Services Pty Ltd (or any entity which may succeed Precision Administration Services Pty Ltd as the Employer) ('Precision');
- all employees of Precision Administration Services Pty Ltd within Queensland ('employees');
- the Finance Sector Union of Australia ('FSU'), if so determined by the Fair Work Commission;

1.4 Application

This Agreement replaces and rescinds any and all Agreements that may have been previously applied to Precision in Queensland. This Agreement also operates to the exclusion of the *Banking, Finance and Insurance Award 2010*.

Some conditions of this Agreement will apply differently to all employees who are in Band 2 and above within the Precision Classification Structure as set out in the Agreement.

1.5 Date & Period of Operation

This Agreement shall come into operation seven (7) days after approval by the Fair Work Commission and its nominal expiry date is 30 June 2019.

1.6 No Extra Claims

This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

1.7 Policies & Procedures

To remove doubt, policies and procedures referenced in this Agreement are not intended to be and are not incorporated into the Agreement. The policies and procedures may be amended by Precision from time to time and such changes will be communicated to employees.

PART 2 - TYPES OF EMPLOYMENT

2.1 Full Time Employment

For Band 1 employees, a full time employee is any employee who is contracted to work 37.5 ordinary hours per week, exclusive of meal breaks.

For Band 2, 3 and 4 employees, a full time employee is any employee who is contracted to work 37.5 ordinary hours per week plus reasonable additional hours, exclusive of meal breaks.

2.2 Part Time Employment

A part time employee is any employee who is contracted to work less than 37.5 hours per week, and whose salary and other entitlements (ie. leave) are provided on a pro-rata basis.

Part time work will not be less than three (3) hours per day, but an employee may agree voluntarily to work less hours per day.

Part time hours of work are to be scheduled in accordance with the principles set out in Clause 5.2. Any variation to part time hours of work is to be by agreement, however, any agreement will not be unreasonably withheld.

Part time employees who work "overtime" hours are entitled to the provisions of Clause 5.8.

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

2.3 Fixed Term Employment

A fixed term employee is an employee engaged on a full time or part time basis for a specific period of time or for a specific task(s), including maternity leave relief.

Service under a contract of employment for a specific period of time or specific tasks shall form part of an employee's period of continuous service, where such an employee is engaged as a full time or part time employee immediately following such a contract of employment.

2.4 Casual Employment

A casual employee is engaged on an hourly basis for less than 37.5 hours a week. Casual employees are not entitled to paid leave, other than long service leave in accordance with relevant legislation.

The minimum payment for each casual engagement is three (3) hours. There is no guarantee of continuing work after each engagement.

Casual employees are paid a loading of 25% in addition to their ordinary base hourly rate of pay.

PART 3 - TERMINATION OF EMPLOYMENT

3.1 Termination of Employment

In order to terminate the employment of an employee, other than a casual employee, Precision will provide the following notice:

Period of Continuous Service	Period of Notice
2 years or less	2 weeks
Over 2 years and up to the completion of 5 years	3 weeks
Over 5 years service	4 weeks

unless a more generous notice period is provided in an employee's contract of employment.

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice and with not less than two (2) continuous years service, shall be entitled to an additional one (1) week's notice.

Payment in lieu of the prescribed notice described above will be made if the appropriate notice is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by Precision making payment for the remainder of the period of notice.

During the probationary period, employment can be terminated by either the employee or Precision on the provision of one (1) week's notice.

The period of notice in this clause does not apply:

- in the case of dismissal for serious misconduct or other grounds that justify immediate dismissal;
- to employees engaged on a fixed term basis;
- to casual employees.

The notice of termination required to be given by an employee is the same as that required of Precision, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

In the event on an employee terminating their employment, Precision may agree with the employee on a shorter period of notice to apply.

If an employee fails to give the notice described above, or such shorter period as may otherwise have been agreed between Precision and the employee, Precision has the right to withhold monies due to the employee to a maximum amount equal to the total ordinary base rate for the period of notice.

In cases of serious misconduct, an employee shall be subject to immediate dismissal and entitled to their wages or salary and all annual leave pay due to them up to the time of dismissal only.

On termination, an employee will receive all accrued annual leave entitlements up to the date of departure.

3.2 Abandonment of Employment

An employee will be regarded as having abandoned his or her employment under the following conditions:

- The employee is absent without notifying Precision for a continuous period which exceeds three (3) rostered working days; and
- The employee cannot provide a reasonable explanation for this absence. It is the employee's responsibility to provide a reasonable explanation to Precision.

Where an employee is found to have abandoned their employment, the employee's contract of employment with Precision will terminate.

PART 4 - REMUNERATION & ALLOWANCES

4.1 Classification Structure

A classification structure applies to all employees within Precision. Each employee will be classified within the following framework:

Band	Role Types
Band 1	Refer to Schedule 1
Band 2	Advisory / Specialist roles, Team Leaders, Managers
Band 3	Senior Advisory / Specialist roles, Senior Managers
Band 4	Executives

All employees are notified of their classification and rate of pay in their contract of employment.

4.2 Remuneration

Band 1 employees will be paid at least the minimum ordinary base rate set out in Schedule 1 for their relevant classification per annum.

Band 2, 3 and 4 employees will be paid an ordinary base rate of no less than \$67,600 per annum.

4.3 Job Evaluation

The People Team will work with the relevant People Leader to determine the appropriate salary for new roles and promotions by following a job evaluation process:

- Job Analysis: review of Position Description / Title, Attributes and Scope of Accountability and role responsibilities;
- Job worth: external and internal benchmarking and review of specified salary range for position (within relevant salary range); and
- Consideration of individual skills and experience and internal relativities.

4.4 Annual Remuneration Benchmarking Review

The Annual Remuneration Benchmarking Review consists of salary, superannuation and incentive review components.

An annual salary review process will take place in June of each year with any increase being effective from the first pay period in July of that year. The purpose of this review is to ensure that internal salaries align to external benchmarking for similar roles.

An employee's salary will only be reviewed outside of the annual review process as a result of a promotion or role change.

As part of the annual benchmarking review, the following will be taken to consideration:

- Internal relativities; and
- External benchmarks and economic indicators.

There is no guarantee that salaries will be increased as a result of the Annual Salary Benchmarking Review.

4.5 Salary Increases

Subject to the exemption outlined below, the following salary increases will apply to the ordinary base rate for all Band 1 employees:

- First full pay period in July 2016 2%
- First full pay period in July 2017 2%
- First full pay period in July 2018 2%

All employees undergoing formal performance counselling will have the salary increase for that year deferred until they have met and maintained the required standard of performance for a three (3) month period.

The classification structure and salaries payable to Band 1 employees covered by the Agreement are set out in Schedule 1.

A Band 1 employee whose salary is already above the maximum rate set out in Schedule 1 will not receive a salary increase from 1 July 2017. If an employee's salary is below the maximum but the full increase would take their salary over the maximum rate, they will receive an increase which takes their salary to the maximum rate.

4.6 Additional Merit Payment

A merit payment will be payable to all qualifying Precision Band 1 employees and will be paid in addition to salary increases outlined in clause 4.5

The additional merit payment of up to 1% of their ordinary base rate will be made to employees who are rated as demonstrates or above against the attributes as outlined in the PAS performance criteria. The additional merit payment will be distributed as follows:

- An additional 0.5% of the ordinary base rate for employees who are rated as demonstrating the required attributes.
- An additional 1% of the ordinary base rate for employees who are rated as role modelling and inspiring the required attributes.

4.7 Movement Between Bands / Job Families / Band 1 Grades

Where a Band 1 employee elects to apply for a different role within a different Job Family or Band 1 Grade and they are successful in their application, such employee would be remunerated at no less than the minimum ordinary base rate of the salary range for that Job Family/ Band 1 Grade as a minimum. In determining remuneration above the base minimum rate, the People Leader will consider an individual's skills and experience, role responsibilities as well as internal relativities.

Where an employee moves between Bands, such employee will be remunerated at no less than \$67,600 per annum for a Band 2 role.

4.8 Payment of Salaries

For Band 1 employees, salaries shall be paid fortnightly in arrears. This payment will be made on a fixed day each fortnight, by electronic funds transfer into a financial institution account nominated by the employee.

For Band 2, 3 & 4 employees, salaries shall be paid in the manner specified by Precision in their contract of employment.

4.9 Superannuation

Precision offers choice of superannuation fund to all employees. The nominated default fund for superannuation contributions is the Sunsuper Employee Corporate Plan.

If an employee wishes to elect a Choice of Fund they must complete and return the Choice of Funds form within 28 days of receipt. Precision accepts one (1) change of superannuation fund per 12-month period. If the employee does not make a choice then they will automatically become a member of the Sunsuper Employee Corporate Plan.

Precision will make superannuation contributions to a complying fund for each eligible employee as follows:

(a) From the first full pay period in July 2016, Precision will make superannuation contributions at the rate of 14% of ordinary time earnings (OTE) per annum.

(b) Should an employee elect to contribute 0.25% of their OTE per annum to their superannuation fund, Precision will make an additional 0.25% superannuation contribution on their behalf.

(c) From the first full pay period in July 2018, should an employee elect to contribute 0.50% of their OTE per annum to their superannuation fund, Precision will make an additional 0.50% superannuation contribution on their behalf.

- Employees can allocate their super co-contribution as a salary sacrifice payment, and this amount will be deducted from their salary and paid into their nominated superannuation fund;
- Employees whose superannuation contributions exceed the concessional contributions cap do not qualify for an additional contribution.
- All payments will be made in line with Sunsuper's Superannuation Fact Sheet.
- Nothing in this clause requires Precision to make a contribution so that it would exceed the maximum contribution rate calculated in relevant legislation

4.10 Performance Based Incentive Plan - Band 1 Employees

The information below sets out the operation of the Precision Performance Based Incentive Plan (Incentive Plan) for Band 1 employees, which will come into effect from the date the Agreement comes into operation (with the first round of Incentive Payments to be made from September

2017) and will cease when the Agreement expires on 30 June 2019 (with final Incentive Payments being made in September 19).

4.10.1 Definitions

- Connect Online*: the on-line review system utilised by staff members within Precision. *or other performance review system as implemented by Precision during the term of this Agreement.
- Attributes: the key behaviours required of staff to achieve a consistent standard of performance across the organisation, relevant to their Band level. Attributes are set out in each individual's Position Description.
- Eligible Employee: a Band 1 employee covered by the Agreement and who meets the eligibility criteria for the Incentive Plan.
- Goals: a measure of performance used to define and evaluate an individual's success in their role. Each employee will be issued with a set of Goals for each review period.
- Incentive Payment: a one-off payment made to an Eligible Employee on the achievement of Goals and Attributes. Superannuation is payable on such payment and may be salary sacrificed in accordance with the Precision Salary Packaging Policy. The Incentive Payment is calculated as a percentage of an Employee's ordinary base rate of pay.
- Ordinary base rate: refers to the employee's ordinary base rate of pay as at 30 June of the relevant Review Period.
- Review Period: the period of time during which an employee's performance will be reviewed and assessed. The Review Period will be 1 July - 30 June each year.

4.10.2 Eligibility

To be eligible to participate in the Band 1 Incentive Plan, an employee must meet each of the following criteria:

- be classified as Band 1 employee and be covered by the Enterprise Agreement;
- be employed in a permanent or fixed term capacity by Precision, either full-time or part-time (not casual) during the Review Period, and be in continued employment when an Incentive Payment becomes due (ie. must not have resigned / been terminated);
- be employed in a permanent or fixed term capacity by Precision for a minimum of three (3) months as at the end of the review period (30 June). An employee with less than 12 months service but more than three (3), will be considered for a pro rata incentive payment, as long as all other eligibility and performance criteria have been met;
- have completed all compliance-related training required for their position;
- have agreed annual Goals with their People Leader prior to the commencement of the Review Period, or on the commencement of employment if they started part-way through a Review Period. These Goals must have been entered into Connect. No payment will be made for achievement of Goals established at the end of the Review Period;
- the employee and their People Leader have completed and documented the necessary discussions via the online portal, in accordance with requirements and timeframes communicated by the People Team;
- not be undergoing performance counselling and have achieved at least three (3) months of satisfactory performance as at 30 June (if performance counselling had been previously undertaken).

Approval of an Incentive Payment is conditional upon an individual's continued employment with Precision. An Employee who resigns prior to the Incentive Payment being made, or where an Employee has their employment terminated due to performance reasons will not receive an

Incentive Payment. If an individual's employment is terminated due to circumstances beyond the employee's control, (eg. an employee is retrenched), a pro rata Incentive Payment will be paid at the discretion of the Executive General Manager, Customer Service & People.

4.10.3 Incentive Payment

Where an Eligible Employee achieves their Goals within the Review Period, they will be entitled to receive an Incentive Payment as follows:

<i>All Goals achieved and demonstrating Attributes</i>	4% of ordinary base rate
<i>Some Goals achieved and overlay rating of Attributes</i>	Up to 4% of ordinary base rate, pro-rated according to the weighting of the Goals achieved during the Review Period and rating of Attributes
<i>Some or all Goals exceeded and overlay rating of Attributes</i>	Up to an additional 2% of ordinary base rate, pro-rated according to the weighting of the Goals exceeded during the Review Period and rating of Attributes
<i>No Goals achieved</i>	0% Incentive Payment

The maximum Incentive Payment amount is 6%. Further information is provided in the PAS Band 1 Incentive Fact Sheet

Where an Incentive Payment becomes due to an employee for a Review Period, the amount payable will be deposited into an employee's nominated bank account in September of that year.

4.10.4 Incentive Payment Determination

Determination of Incentive Payments will occur from late July for each Review Period, once all performance results have been submitted (ie. Connect discussions are complete and logged in the online portal, corporate results are published, etc).

Once the performance discussion / documentation has been completed for each employee, the People Leader will provide a recommendation to the People Team about an individual's entitlement to an Incentive Payment. All performance results will be submitted to senior management for calibration and approval purposes and submitted to the Board (or delegate) for final approval. On this basis and referring to the Incentive Payment guidelines set out in Clauses 4.9.2 & 4.9.3 above, an individual's entitlement to any Incentive Payment will be determined.

Employees will be advised of their entitlement to receive an Incentive Payment for each Review Period, including the amount of the Incentive Payment. Such payment will be made to the employee in September (effective from September 2017).

4.10.5 Appeal Procedure

If an employee disagrees with the decision regarding their eligibility to participate in the Incentive Plan, the process used to calculate any Incentive Payment payable, or their entitlement to an Incentive Payment, the issue should be discussed with their immediate People Leader in the first instance. If the matter cannot be resolved satisfactorily, the Dispute Resolution clause should be followed.

4.11 Performance Based Incentive Plan - Band 2, 3 & 4 Employees

Band 2, 3 & 4 employees may be eligible to participate in a performance based incentive plan as implemented from time to time.

4.12 On Call Allowance

On Call refers to a situation whereby employees are requested and agree to be available to perform the duties of their role outside of their ordinary working hours over a specified period.

For Band 1 employees, an employee (except a casual employee) who is On Call will be paid an allowance for each day (or part thereof) that the employee is On Call.

An employee (except a casual employee) who is directed to attend work while On Call will be paid overtime in accordance with Clause 5.8 of this Agreement for the period that they attend work.

On Call Allowance for a rostered work day is payable at:

- First full pay period in July 2016 \$22.57 per day
- First full pay period in July 2017 \$22.87 per day
- First full pay period in July 2018 \$23.16 per day

On Call Allowance for a non-rostered work day is payable at:

- First full pay period in July 2016 \$45.38 per day
- First full pay period in July 2017 \$46.15 per day
- First full pay period in July 2018 \$46.94 per day

For Band 2, 3 & 4 employees, an employee (except a casual employee) who is required to be On Call by the nature of their position, will receive the provisions outlined in the On Call Allowance Policy.

4.13 Night Shift Allowance

Night shift is any shift commencing between 6.00pm and midnight, Monday to Friday. Where a Band 1 employee is required to work a permanent night shift, they will receive a shift allowance of 30% of their ordinary base rate.

4.14 Secondment Allowance

A Secondment arrangement will apply where an employee leaves their current role and is appointed to an alternative role within the organisation for a specific period on a temporary basis of at least one (1) month and a maximum of 24 months. This may occur, for instance, when staff take extended leave, are temporarily employed elsewhere or given other duties to be performed elsewhere, such as project work.

Where an employee elects to apply for a:

- different role within the same Job Family / or a role within a different Job Family; or
- a role within a different Band;

on a Secondment basis, and they are successful in their application, such employee will be remunerated at no less than the minimum ordinary base rate of the salary range that applies to the role they have been seconded to (as a minimum), for the duration of the Secondment.

It is at the discretion of the relevant People Leader to determine whether or not any additional amount should be paid to the employee during the term of the Secondment. In determining whether or not an additional amount will be paid, the People Leader will consider the individual's skills and experience as well as internal relativities, and the remuneration range applicable to the role the employee is being seconded into.

Where a secondment arrangement is extended for more than three (3) months beyond the original term, such arrangement will be reviewed by the People Leader, to ensure that the arrangement and remuneration is appropriate.

4.15 Higher Duties Allowance

A Higher Duties Allowance will apply where an employee temporarily performs the majority or full duties of a:

- higher level position (ie. a higher Band); or
- different role / Job Family where the base minimum rate of the salary range for the role is higher than the employee's current rate of pay;

in addition to the primary duties of their substantive role.

The minimum qualifying period for payment of a Higher Duties allowance is five (5) consecutive working days. The allowance payable to an employee for the period during which Higher Duties are performed will be an amount equivalent to 5% of the employee's ordinary base rate of pay.

4.16 Stand Down

- (a) Subject to subclause (b), Precision may stand down an employee without pay for any day in which an employee cannot be usefully employed because of any stoppage of work by any cause for which Precision cannot reasonably be held responsible, excluding downturn of business.
- (b) Payment will continue to be made:
 - For the first five (5) days in which an employee cannot be usefully employed as a result of any stoppage of work referred to in subclause (a);
 - In situations where Precision's insurance provides for the ongoing payment of an employee's wages during any stoppage referred to in subclause (a), or compensates for payment of wages during such stoppages.

PART 5 - HOURS OF WORK

5.1 Ordinary Hours

Ordinary hours may be worked between:

- 6.00am - 9.00pm Monday to Friday;
- 8.00am - 6.00pm Saturday to Sunday; and
- No more than 10 hours on any one day.

Ordinary hours for a full time employee will be worked on up to five (5) consecutive days between Monday and Saturday.

Band 1 employees will be guaranteed two (2) consecutive days off in any seven (7) day period. Where these days are other than a Saturday or Sunday, these days will be the employee's 'notional weekend'. For example, where an employee's normal working week is Wednesday to Sunday, the employee's notional weekend will be Monday and Tuesday.

5.2 Scheduling Working Hours

A full time employee may agree with their People Leader to work 150 ordinary hours over a four (4) week cycle.

Employees recruited to commence work at Precision will be notified of their ordinary rostered days and hours of work prior to their engagement. This roster is subject to change by agreement with 7 days' notice in order to meet operational requirements.

For Band 1 employees, scheduled hours must be within the spread of ordinary hours.

People Leaders are primarily responsible for the scheduling of hours in each department / workplace and will do this in consultation with their employees. The hours of work are scheduled in each department/workplace taking into consideration:

- the provision of service;
- the work of the department, including any core service hour requirements; and
- the personal circumstances of the employee, including family responsibilities.

The hours of work for individual employees will be determined in consultation with their People Leader, taking into account the points above.

5.3 Travel Time Considerations - Work Related Activities

Where an employee is directed to attend a meeting, training or other work-related activity (excluding voluntary activities such as Christmas functions, etc) and attendance at such activity requires travel to a location other than the employee's usual work location, the employee's People Leader will address the following:

- reimbursement of additional reasonable expenses incurred as a result of the travel;
- for Band 1 employees only, recording of an appropriate time adjustment to compensate for any travel time which is in addition to the travel time normally taken to get to or from the employee's usual place of work.

5.4 Safe Passage Home

When an employee:

- works overtime (Band 1 employee) or reasonable additional hours (Band 2, 3 or 4 employee) unexpectedly; and
- finishes at a time when the customary means of transport is not available or reasonable; and
- is unable to arrange a reasonable alternative means of transport;

Precision will either provide a reasonable means of safe passage home or meet the expenses of such passage.

5.5 Training & Development

Precision will provide appropriate and relevant training to employees in respect to their roles and job families.

Precision will endeavour to ensure that training and development activities occur within normal working hours. Where training and development activities occur outside of normal working hours, Precision will consult with relevant employees, provide appropriate notice of the arrangements and work to accommodate each employee's particular circumstances. Where an employee is directed to attend a particular training or development activity, such attendance will be counted as time worked.

5.6 Rostered Days Off (RDOs)

This clause applies to Band 1 employees only.

A permanent full time Band 1 employee may elect to participate in an RDO arrangement once they have completed their probationary employment (with RDOs to commence in the first full pay period following completion of the probationary period). The following terms will apply:

- An employee must work their normal 150 hours of work across 19 days within a period of four (4) weeks;
- These hours must be worked within the spread of Ordinary Hours;
- An employee must work an additional 23 minutes per day for 19 working days in a normal 20 day (4 week) work period in order to accrue an RDO;
- An employee who is on unpaid leave at any time during a 20 day (four week) cycle will have no entitlement to an RDO for that cycle, unless they make up the additional extra minutes that they would have worked had they not been on unpaid leave;
- Employees may take a maximum of 13 RDOs per 12 month period (effective from the date of opting in to the scheme) and scheduling of such time off will occur in accordance with Clause 5.2 (Scheduling Work Hours). Subject to business needs, Precision reserves the right to stipulate which days of the week are not available for the purposes of scheduling the RDO;
- An employee cannot accrue RDOs not taken as part of their participation in this arrangement, other than in order to meet pressing operational needs or special circumstances applicable to the employee. In such instance, Precision and the employee may agree to defer an employee's RDO until the next four week cycle (the RDO cannot be deferred beyond the next four week cycle);
- Once an eligible employee has opted into or out of the RDO arrangement, they may reverse their decision after the first full roster cycle in January of the relevant year.

5.7 Ordinary Hours on Saturday or Sunday

For Band 1 employees, ordinary hours on Saturday or Sunday will be worked on a strictly voluntary basis. An employee who volunteers to work ordinary hours on a Saturday or Sunday will work such hours on an ongoing basis. Any request to return to a Monday to Friday roster will be in accordance with the provisions set out below.

An agreement to work ordinary hours on a Saturday or Sunday will be in writing and will be signed by the employee who has agreed to work such hours. Any signed agreement to work ordinary hours on a Saturday or Sunday must clearly state that ordinary hours on Saturday or Sunday can only be worked on a voluntary basis. A copy of such agreement will be kept on the employee's file.

An employee may be recruited to commence work which includes Saturday or Sunday as part of the ordinary hours roster, provided that such Saturday work will commence within six (6) months of the date of engagement, and provided that such employee is informed prior to engagement that their roster will include Saturday or Sunday work at a specified time which is no longer than six (6) months from the date of engagement.

An employee who is recruited to commence work which does not include Saturday or Sunday as part of the ordinary hours roster, cannot be required without their agreement to work a Saturday or Sunday as ordinary hours.

An employee who works ordinary hours on a Saturday will receive a loading of 50% on their ordinary base rate of pay for all time worked on a Saturday.

An employee who works ordinary hours on a Sunday will receive a loading of 75% on their ordinary base rate of pay for all time worked on a Sunday.

An employee who has agreed to work ordinary hours on a Saturday or Sunday may request a return to Monday to Friday work. Precision will make all reasonable efforts to accommodate such a request.

5.8 Overtime

Subject to the provisions below, Precision may request an employee to work reasonable additional hours. For Band 2, 3 and 4 employees, their ordinary base rate of pay is calculated to include compensation for reasonable additional hours worked.

For Band 1 employees, overtime (as defined below) will be paid at overtime rates, provided:

- (a) all overtime must first be approved by an employee's People Leader prior to it being worked (an employee will not be paid for overtime not expressly approved by the employee's People Leader);
- (b) a casual employee will be paid overtime for any hours worked over and above 37.5 per week, or for any hours worked outside the ordinary spread of hours as defined by Clause 5.1;
- (c) permanent employees (including fixed term employees), will be paid overtime rates for:
 - hours worked in excess of an employees scheduled ordinary hours;
 - hours worked in excess of ten (10) hours in a day;
 - hours worked outside the spread of Ordinary Hours;
 - hours worked on a day an employee is not normally rostered to work;
- (d) overtime will be paid no later than the first full pay period after the overtime has been worked and is determinable, subject to the appropriate documentation being submitted within the appropriate payroll cut-off time periods;

- (e) subject to subclauses (f) and (g), overtime will be calculated on a fortnightly basis at the following rates:
 - 1.5 times the ordinary base hourly rate of pay for the first three (3) hours of work;
 - 2 times the ordinary base hourly rate of pay thereafter.
- (f) all overtime worked on a Saturday or Sunday will be paid at two (2) times the ordinary base hourly rate of pay;
- (g) part time employees who agree to work additional hours on a non-rostered week day (Monday - Friday) will be paid at 1.25 times the ordinary base hourly rate of pay. Hours worked in addition to 37.5 hours per week, will be paid as overtime in accordance with subclause (e);
- (h) employees who attract overtime rates will not accrue annual leave or personal leave entitlements for the additional overtime hours worked outside their respective rostered hours of work;
- (i) employees who work overtime on a non-rostered workday will be paid a minimum payment for four (4) hours worked at the relevant overtime rates; and
- (j) for the purposes of calculating overtime, each day's work will stand alone and an employee cannot claim overtime under more than one of the above categories for the same hours worked.

5.9 Recall to Work

Band 1 employees who are unexpectedly recalled back to work after departure will be reimbursed for any reasonable travel expenses.

Any recall will be regarded as a minimum of two (2) hours duration for the purposes of determining employee entitlements to overtime compensation.

For Band 2, 3 & 4 employees, an employee (except a casual employee) who is required to be On Call by the nature of their position and who is unexpectedly recalled back to work after departure, will receive an allowance in accordance with the On Call Allowance Policy.

5.10 Time Off in Lieu (TOIL) of Overtime Payment

Subject to the provisions below, a Band 1 employee may request paid Time Off In Lieu (TOIL) of an overtime payment:

- the request for TOIL should be made before the Overtime is worked, and is subject to the agreement of the employee's People Leader;
- such time will be paid at the rate of single time (ie. time for time);
- TOIL will be taken on a day or days as agreed by the employee's People Leader;
- TOIL must be taken within the two (2) month period following that in which the overtime was worked;
- if the time off is not taken within the two (2) month period, it will be paid out at the conclusion of that two (2) month period at the applicable overtime rate when the overtime was worked; and
- upon termination, an employee will be paid all overtime owing.

5.11 Meal Allowance

On occasions where a Band 1 employee is requested to work beyond their ordinary hours they will be entitled to a meal allowance for any additional work of two (2) hours or more, unless a meal is provided by Precision. The meal allowance will be paid at the following rates:

- First full pay period in July 2016 \$15.83 per occasion
- First full pay period in July 2017 \$16.10 per occasion
- First full pay period in July 2018 \$16.37 per occasion

5.12 Minimum Break Between Working Days

Band 1 employees must have a break of at least ten (10) hours between finishing work on one day or shift and starting the next day or shift. Employees who are directed to start before this ten (10) hour period has elapsed will be paid two (2) times their ordinary base rate of pay for any hours worked until a ten (10) hour break has been taken.

A Band 1 employee will not lose any pay if having the ten hours off duty causes him/her to miss working time that would normally be worked. Employees who are directed to commence work after 9.00 am the following day in order to provide a ten (10) hour break will be paid two (2) times their ordinary base rate of pay for all hours worked after 5.00pm on that day.

5.13 Rest Pauses

A Band 1 employee is entitled to take a rest pause for ordinary hours worked on any day as follows:

- fifteen minutes for more than three (3) hours; and
- an additional fifteen minutes if 7.5 hours or more (excluding meal break) is worked.

Rest pauses are to be taken in the first and second half of the working day and are not deducted from working time.

5.14 Meal Breaks

An employee is entitled to take an unpaid meal break of at least 30 minutes and up to one (1) hour after working continuously for five (5) hours. Ordinarily, the meal break will be taken between the third and sixth hours of work, however an employee and their People Leader may agree to schedule the meal break outside of this span to suit operational requirements.

5.15 Resourcing

Precision recognises that staffing levels which reflect customer needs and operational objectives are necessary to the achievement of its organisational objectives.

Reasonable steps will be taken to fill vacant positions promptly and consistently with business needs and address any significant impact on employees.

PART 6 - LEAVE ENTITLEMENTS

6.1 Definitions

- Employee (for the purpose of this clause): means a full time, part time or fixed term contract employee.
- Immediate family: a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- Year: the period of 12 calendar months between the date of engagement and the corresponding date in the following year and each successive period of twelve months.
- Medical Certificate: a certificate from a recognised and appropriate certified health practitioner. A Medical Certificate must be legible, written on letterhead stationery or an appropriate certificate form bearing the doctor's name and practice address either by stamped imprint or legibly written.

An employee will be paid for leave taken in accordance with the clauses set out below at the rate of pay that the employee would have received had they not be on leave during the relevant period (ordinary base rate).

6.2 Personal / Carer's Leave

All employees are entitled to 75 hours (10 days) of paid personal/carer's for each completed year of service. Part time employees accrue personal/carer's leave proportionate to their hours of work. 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. Where a new employee requires access to Personal / Carer's Leave in their first year of employment (in accordance with the parameters below), the People Leader may agree to provide such employee with access to up to ten (10) days leave in advance.

An employee may take paid personal/carer's leave if the leave is taken:

- because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.

6.2.1 Proof of Personal / Carer's Leave

Precision may request the employee provide evidence of the reason for the employee's need to take leave (eg. a medical certificate or if it is not reasonably practicable, a statutory declaration), and may refuse payment for personal leave if such evidence is not provided. It will be reasonable to require a medical certificate as evidence of illness or injury:

- for personal leave taken in excess of two (2) consecutive days;
- for an absence immediately before or after a statutory holiday or other leave including a planned day of leave as per Clause (5.6);
- where personal leave taken in a year exceeds four (4) days without a medical certificate or statutory declaration;
- for all carer's leave, for which a statutory declaration will be an acceptable alternative proof.

When providing proof of personal / carer's leave, original documentation must be provided by the employee. Copies will only be accepted where a People Leader has first been able to sight the original document.

6.3 Unpaid Carer's Leave

An employee (including a casual employee) will be entitled to up to two (2) days unpaid carer's leave on each permissible occasion (only if the employee has exhausted any entitlement to paid personal / carer's leave).

An employee may take unpaid carer's leave for a particular permissible occasion as:

- a single continuous period of up to two (2) days; or
- any separate periods to which the employee and Precision agree.

6.4 Compassionate Leave

All employees are entitled to up to three (3) days paid Compassionate Leave on each permissible occasion as follows:

- for the purposes of spending time with a person who:
 - is a member of the employee's immediate family or a member of the employee's household; and
 - has a personal illness, or 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 a member of the employee's household.

An employee will be required to provide evidence of the illness, injury or death (ie. funeral notice) that would reasonably satisfy Precision.

An employee who is entitled to Compassionate Leave is entitled to take the leave as:

- a single, unbroken period of three (3) days; or
- broken periods of one (1) or two (2) days each; or
- any separate periods to which the employee and Precision agree.

An employee who is entitled to a period of Compassionate Leave because a member of their immediate family or a member of their household has contracted or developed a personal illness that poses a serious threat to his or her life, or sustained a personal injury that poses a serious threat to his or her life, is entitled to start to take the Compassionate Leave at any time while the illness or injury persists.

At the discretion of an employee's People Leader, requests for additional Compassionate Leave will be considered in certain circumstances and on a case by case basis.

6.5 Annual Leave

All employees (except for casual employees) are entitled to annual leave.

Leave accrues at the rate of 150 hours (4 weeks) for each completed year of employment. Part time employees accrue annual leave proportionate to their hours of work.

An employee is entitled to an extra day's leave if a public holiday occurs during a period of annual leave.

All requests for annual leave must be authorised by the employee's People Leader in advance. A request for annual leave will not be unreasonably refused, however authorisation will be granted subject to operational requirements.

An employee must take a minimum of two 5-day periods (ie 1 week equivalent) of annual leave in each 12 month period, with a recommendation to take one 10-day period per annum. Part time employees are required to take minimum leave equivalent to two weeks, pro-rated in each 12 month period.

An employee can accrue up to a maximum of 300 hours (40 days) leave (pro rata for part timers) before they may be directed to take a minimum of five (5) days leave (pro rata for part timers). Such leave must be taken by the employee within the quarter in which they reached the accrual of 40 days.

Precision will provide an employee with a minimum of eight (8) weeks notice where an employee is required to take annual leave as a result of a shut-down of business operations (for example, between Christmas and New Year).

6.5.1 Cashing out Annual Leave

With agreement between Precision, an employee may elect to cash out Annual Leave in accordance with the following terms:

- paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
- each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Precision and the employee; and
- the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and
- the employee must have taken at least 10 annual leave days in the 12 months immediately preceding the request to cash out leave.

6.6 Community Service Leave

An employee who engages in an eligible community service activity is entitled to be absent from their employment on unpaid leave with approval from Precision. The relevant provisions of the *Fair Work Act 2009* will apply in relation to Community Service Leave.

6.7 Voluntary Work Leave

All permanent employees are entitled to one (1) day of paid Voluntary Work Leave per year. Such leave is not cumulative and employees are not entitled to payment for unused Voluntary Work Leave on termination of employment.

An employee's decision to partake in this program is at his or her own discretion. Employees are able to undertake activities of their choice that contribute to strengthening the community and that are approved by Precision. In selecting an organisation / group, employees must ensure that:

- the community organisation identified has public liability insurance;
- the activity undertaken does not put themselves, or the public at risk;
- they comply with Precision's Code of Conduct & Ethics and do not at any time put the reputation of Precision at risk; and
- the organisation is a registered charity or bona fide not-for-profit community group.

The application for and taking of Voluntary Work Leave must be in accordance with the Voluntary Work Leave Policy.

6.8 Long Service Leave

All eligible employees will be entitled to long service leave on full pay in accordance with the provisions of the *Queensland Industrial Relations Act 1999*.

6.9 Parental Leave

Parental Leave is available to all permanent full time and part time employees who have completed at least twelve months of continuous service and eligible casual employees (as defined within the *Fair Work Act 2009*).

Parental Leave is for the purposes of providing care for a newborn child or for a newly adopted child up to 16 years of age.

6.9.1 Primary Carer Entitlement

A full time or part time employee with at least twelve months continuous service with Precision (or an eligible casual employee), who is the primary carer of a child, will be entitled to paid and unpaid Parental Leave for the birth or adoption of a child. The entitlement to Parental Leave is outlined below:

<i>Period of Continuous Service (on the expected date of confinement)</i>	<i>Paid Parental Leave Entitlement of Primary Carer</i>	<i>Unpaid Parental Leave Entitlement</i>	<i>Total Parental Leave of Primary Carer (paid & unpaid)</i>
Minimum of 12 months	14 weeks paid	Up to 38 weeks	Up to 52 weeks

Leave can be paid to an employee as follows:

- a one off lump sum payment at the commencement of the leave;
- paid at 100% with the normal pay period; or
- paid at 50% for the relevant period, as part of the normal pay period.

Annual and / or Long Service Leave may be taken during a period of Parental Leave, but it will reduce the period of the unpaid Parental Leave entitlement.

6.9.2 Payment of superannuation during Parental Leave

Precision will make superannuation contributions at the rate of 14% of ordinary time earnings to an employee who is receiving paid parental leave in accordance with clauses 6.9 and 6.9.1.

Precision will make superannuation contributions on behalf of an employee at the Superannuation Guarantee Contribution rate (currently 9.5%) of an employee's ordinary base rate of pay while they are on unpaid parental leave in accordance with clauses 6.9 and 6.9.1.

Superannuation at the SGC rate will not be paid for more than 38 weeks unpaid parental leave and will be paid as a lump on behalf of the employee into their nominated super fund upon their return to work.

6.9.3 Secondary Carer Entitlement

A full time or part time employee with at least twelve months continuous service with Precision (or an eligible casual employee), who is the secondary carer of a child, will be entitled to the following, depending on the employee's length of service:

<i>Period of Continuous Service (on the expected date of confinement)</i>	<i>Paid Leave Entitlement of Secondary Carer</i>
Minimum of 12 months and up to three (3) years service	One (1) week paid
More than three (3) years service	Two (2) weeks paid

The period of leave must be unbroken and commence in the period beginning one (1) week before the expected date of the birth of the child or placement of an adopted child and up to two (2) weeks after the birth or placement.

6.9.3 Extension of Parental Leave - Primary Carer

In addition to the initial 52 weeks Parental Leave, a Primary Carer may request an extension of unpaid Parental Leave of up to a further 52 weeks immediately following the end of the first period of Parental Leave. An employee is not entitled to extend the period of unpaid Parental leave beyond 24 months after the date of birth or day of placement of the child (in the case of adoption).

The request must be in writing, and provided to Precision at least four (4) weeks before the conclusion of the employee's first period of Parental Leave (maximum of 52 weeks). Precision will provide the employee a written response to the request within 21 days, stating whether the request has been granted or refused. Precision may refuse the request only on reasonable business grounds. If Precision refuses the request, the written response provided to the employee will include details of the reasons for the refusal.

If Precision agrees, an employee whose period of unpaid Parental Leave has started may request to reduce the period of unpaid Parental Leave.

6.9.4 Notice and Evidence Requirements

When an employee applies for Parental Leave (either as a primary or secondary carer), they must inform their People Leader at least ten (10) weeks in advance of the birth (or as early as possible in the case of adoption), and should supply the following information, unless it is not practicable to do so:

- written notification of the intention to take Parental Leave and the estimated date of the birth or adoption. The notice must also specify the intended start and end dates of the leave.

At least four (4) weeks before the intended start date of the Parental Leave, the employee must:

- confirm the intended start and end dates of the leave, or advise Precision of any changes to the intended start and end dates of the leave, unless it is not practicable to do so; and
- provide a Medical Certificate confirming the pregnancy and the expected date of confinement; and
- for Maternity Leave, complete a Parental Leave Application Form.

6.9.5 General Provisions

Precision may direct a pregnant employee to begin Parental Leave within the six (6) weeks prior to the expected date of confinement if Precision has requested the employee to provide a medical certificate and the employee:

- does not provide the medical certificate within seven (7) days of the request; or
- provides Precision with a medical certificate stating that the employee is unfit for work.

All Maternity Leave must include the six (6) week period immediately following confinement, except where a miscarriage or stillbirth occurs.

For the purposes of Primary and Secondary Carer entitlements, paid leave refers to payment at an employee's ordinary base rate of pay (pro rata for part timers based on the average ordinary hours worked in the 12 months of service immediately prior to commencing Parental Leave).

Parental Leave cannot be taken concurrently by an employee's partner, except for leave taken by a secondary carer as outlined in Clause (6.9.2). The total period of Parental Leave taken by an employee will be reduced by any period of Parental Leave taken by the employee's spouse. Both parents/carers are entitled to up to 12 months leave each during the two year period immediately following the birth or adoption of a child.

Where both parents are employees of Precision, paid Parental Leave (excluding the secondary carer entitlement outlined above in Clause 6.9.2) will only be paid to one parent.

Parental Leave does not break continuity of service, but the period of leave is not taken into account when calculating length of service, subject to any exception provided by relevant legislation.

Once an employee has commenced Parental Leave it may be lengthened:

- once without consent of Precision by giving 14 days notice in writing providing that the total leave does not exceed 52 weeks;
- any number of times by agreement between the two parties, up to 52 weeks from the commencement of the original Parental Leave period.

The employee giving not less than 14 days notice in writing may shorten the period with the consent of the Company.

6.9.6 Returning to Work

An employee should confirm their intention to return to work and the date they will return, in writing, to their immediate People Leader at least four (4) weeks prior to their return.

On ending Parental Leave, an employee is entitled to return to:

- the employee's pre-parental leave position; or
- if that position no longer exists - an available position for which the employee is qualified and suited nearest in status and pay to the pre-Parental Leave position.

6.9.7 Unpaid Pre-Adoption Leave

An employee is entitled to up to two (2) days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child in accordance with the provisions of the *Fair Work Act 2009*. Pre-adoption leave is not

available where the employee could take other authorised leave for the same period and Precision directs the employee to take such leave.

6.9.8 Unpaid Special Maternity Leave

A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

- she has a pregnancy-related illness; or
- she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

6.10 Additional Purchased Leave

A permanent employee may make a request to participate in the Precision Additional Purchased Leave scheme. This scheme provides the opportunity for an employee to reduce their ordinary base salary in exchange for up to an additional two (2) weeks of annual leave per year.

Approval of an employee's request to purchase additional leave is at the discretion of their People Leader and must be in accordance with the Precision Additional Purchased Leave Policy.

6.11 Domestic or Family Violence Leave

Any employee who is experiencing domestic violence can raise the issue with their People Leader or with the People Performance Team in the knowledge that the matter will be treated sympathetically and confidentially.

Employees who are the victim of domestic or family violence and need time off work for medical and legal assistance, court appearances, counselling, relocation or to make other safe arrangements can access Domestic or Family Violence (DFV) Leave. This includes:

- up to 5 days paid leave, and
- up to an additional 5 days unpaid leave per year

An employee will be required to produce evidence to support the need for leave, such as a medical certificate, a document issued by the police service, court, lawyer or domestic violence support service.

DFV Leave can be taken as consecutive days, single days or hourly and can be taken without prior approval however, the employee must advise their People Leader of their absence prior to the commencement DFV leave and the period, or expected period of the leave.

DFV Leave does not accrue on a year on year basis and any unused balance will not be paid to an employee upon termination of employment.

6.12 Unapproved Absences

An employee will not be paid for any unapproved absences.

PART 7 - PUBLIC HOLIDAYS

7.1 Entitlement

- (a) Employees are entitled to the following public holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day, and Brisbane Royal National Show Day.
- (b) Where a day is legislated, declared, proclaimed, gazetted or otherwise prescribed as a holiday in a State, Territory, or locality within a State or Territory, in substitution for any of the days specified in subclause (a), that day will be the holiday for the purposes of this agreement in lieu of the day specified.
- (c) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in subclause (a) above, those days will constitute additional holidays for the purpose of this clause.
- (d) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
- (e) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (f) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- (g) An employee directed to work on a public holiday will be paid their ordinary base rate plus time and one half for each hour worked with a minimum payment for four (4) hours worked.
- (h) Precision and an individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday.
- (i) Where any holiday or day substituted therefore falls during a period of annual leave on a day of the week which is normally a working day for an employee an extra day will be added to the annual leave of the employee concerned.
- (j) At the end of each calendar year, Precision will ensure that employees rostered to work ordinary hours on Saturdays and Sundays have had equivalent entitlement to paid Public Holidays as employees rostered Monday to Friday.

PART 8 - WH&S MATTERS

8.1 Workplace Health & Safety

Workplace health and safety is an important issue for Precision. The parties to the Agreement are committed to continuous improvement in workplace health and safety, and to complying with relevant legislation, policies and procedures. This involves all parties in preventing injuries and illness at the workplace by promoting a safe and healthy work environment. All employees, including People Leaders, will be assisted in understanding and fulfilling their responsibilities in maintaining a safe and healthy work environment.

8.2 Workers' Compensation - Payment of Wages

WorkCover will determine the liability of a claim and accept or reject a Workers Compensation application.

Precision may pay sick or other accrued leave to a worker while the claim is being determined. Upon acceptance of a claim, leave will be reimbursed to the level of the claim acceptance. If the claim is accepted, Precision will pay the worker directly and seek reimbursement from WorkCover.

For partially incapacitated workers participating in a suitable duties program, Precision will pay the worker for normal hours and WorkCover will reimburse Precision. Precision will provide a partial Incapacity Form to the WorkCover case manager and advise of the gross amount paid to the worker at the end of each pay period.

PART 9 - DISPUTE RESOLUTION

9.1 Process Outline

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in two (2) stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

PART 10 - PERFORMANCE IMPROVEMENT

Precision is committed to providing employees with the opportunity to improve their performance where they are not meeting the expectations of their role. In the first instance, People Leaders will address issues of non-performance via informal discussion and / or coaching (except in the case of serious misconduct). Where an employee's performance fails to improve following informal discussion / coaching, the following procedure will apply:

10.1 Step One

Where there is evidence that an employee's performance is unsatisfactory, the employee's People Leader will investigate the issue, advise the employee of the performance issue and seek their response;

10.2 Step Two

If in the reasonable opinion of the People Leader there are not acceptable reasons for the unsatisfactory performance, the employee will be advised of the following (in writing):

- details of the performance issue and the performance objectives / expectations of the role;
- an agreed timeframe in which the employee is required to improve their performance;
- details of any formal warning in relation to the performance issue;
- details of any further action that may be taken should the employee's performance fail to improve.

10.3 Step Three

The performance of the employee will be monitored during the agreed timeframe and Precision will provide the employee with progress updates at regular intervals. The People Leader will also ensure the provision of other appropriate support to the employee, such as ongoing coaching, training, etc.

10.4 Step Four

At the end of the agreed timeframe, Precision will consider the employee's performance and determine whether or not the employee has met the performance objectives / expectations of the role. Where the employee has failed to meet the performance objectives / expectations of the role, Precision will undertake further performance improvement action, which may include a further formal warning or termination of employment, depending on the nature of the issue.

PART 11 - REDUNDANCY, REDEPLOYMENT & RETRENCHMENT

Precision is committed to the fair and equitable treatment of employees whose positions are made redundant and where possible, to providing a suitable alternative position to those individuals whose positions have been affected by redundancy.

11.1 Definitions

- Redundancy: occurs where the work being done by an employee (or the major portion of it) is no longer required to be done in that location as a result of re-organisation, restructuring, changed business practice or requirement, technological change, or downturn in business; or a situation where rostered hours being performed by an employee are reduced due to a lessened requirement for the performance of that work in that location as a result of reorganisation, restructuring, changed business practice, technological change, or downturn in business.
- Retrenchment: termination of employment as a result of redundancy where redeployment is not available or retraining is inappropriate.
- Redeployment: means the allocation by Precision of an acceptable alternative position, or acceptance by the employee of a voluntary alternative position.
- Acceptable alternative position: a position which:
 - is within the same Band; and
 - does not entail an unreasonable change in duties having regard to the employee's current skills and abilities or for which training is provided if required; and
 - is undertaken at the same location or at another location that is within a reasonable commuting distance. This will take into consideration the impact to the employees existing travel arrangements and journey time from their place of residence; and
 - does not involve a reduction in salary or status; and
 - does not entail an unreasonable change in hours.
- Voluntary alternative position: a position which:
 - is within the same Band but entails a significant change in duties, which may require different skills and abilities; or
 - is a role which may or may not include a significant change in duties and a change in salary but includes a change to employment status or location, ; or
 - is a role which is a different Band to the employee's current role
- Employee: all employees of Precision covered by this Agreement, but excluding those engaged on a casual, fixed term or temporary basis.
- Salary: means the ordinary base rate of pay being received by an employee at the date of redeployment or retrenchment and divided by 52 to calculate a "week's salary".

11.2 Transmission of Business

11.2.1 Subject to Clause 11.2.2, if the business or part of the business of Precision or any of its related bodies corporate is transmitted to another company or entity ('the Transmittor Company'), an employee who is offered employment with the Transmittor Company will be entitled to the retrenchment benefits under Clause 11.5 of this Agreement.

11.2.2 An employee will have no entitlement to retrenchment benefits under this Agreement where:

- (a) a transmission of business described in Clause 11.2.1 occurs and an employee is offered employment with the Transmittor Company which meets the definition of an 'acceptable alternative position' as per Clause 11.1 of this Agreement; and
- (b) the employee retains their terms and conditions of employment; and

- (c) the employee's period of continuous service with Precision counts as continuous service with the Transmittree Company; and
- (d) the employee retains their entitlements to all accrued benefits including personal leave, annual leave, and long service leave.

11.3 Redeployment

In each case of redundancy, Precision will make all reasonable efforts to redeploy those employees whose positions have been identified as redundant to an acceptable alternative position.

Where it is practicable, redeployment efforts will be assisted by staff turnover and offering retraining to affected employees. In filling vacancies, priority will be given to suitably qualified employees whose positions are redundant.

Where an acceptable alternative position is not available, Precision will make reasonable attempts to identify voluntary alternative positions.

An employee whose position is redundant will be entitled to the provisions of Clauses 11.4 & 11.5 of this Agreement unless they decline an offer of an acceptable alternative position.

An employee who is offered redeployment to a voluntary alternative position will be allowed five (5) working days to accept the offer, unless otherwise agreed.

Employees accepting a voluntary alternative position will be given a trial of three (3) months in their new position. Should either Precision or the employee find during the trial period that the employment is unsuitable, the employee's services may be terminated by either party without loss of entitlement to retrenchment payments calculated to the date service actually ends.

Where an employee is offered and accepts a voluntary alternative position that is a different Grade having regard to the Precision structure in Schedule 1 of this Agreement, their salary will not be reduced unless it is above the maximum of the salary range for that Grade.

Offers of redeployment will be in writing quoting the Precision classification, salary and location and attaching a copy of the position description.

Where a position is made redundant, and there is no prospect of placement in an acceptable alternative or a voluntary alternative position, Precision may initiate retrenchment.

11.4 Selection for Retrenchment

Any permanent employee whose position of employment has become redundant and whose employment is terminated as a consequence of Precision not being able to redeploy the employee within Precision, will be retrenched.

Where selection for retrenchment is necessary Precision will consider the employee's:

- ability to discharge duties;
- expression of interest of retrenchment as a preference;
- special circumstances such as the need to retain specific skills; and
- any other factors Precision considers relevant.

11.5 Notice & Termination Provisions

All employees to be retrenched will be given the maximum practical forewarning of likely retrenchment and notice of the specific retrenchment date or payment in lieu of notice. All employees will receive a minimum of eight (8) weeks notice or salary in lieu of notice, or a combination thereof.

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

- four (4) weeks salary for a period of service up to and including 15 months;
- for service over 15 months, three (3) weeks salary per year of service, pro-rata for completed months of service for any part year;
- employees over the age of 45 will receive an additional weeks salary per year of service up to the maximum; and
- maximum combined termination payments of the above will not exceed 78 weeks.

In addition to the termination payments outlined above, a retrenched employee will also be paid:

- all accrued annual leave;
- pro-rata long service leave where they have completed five (5) or more years of continuous service; and
- superannuation benefits in accordance with the rules of the Fund.

Precision will also provide, at its expense:

- access for both the employee and their immediate family (as defined by the provider) to the Precision Employee Assistance Program for a period of up to three (3) months following the retrenchment; and
- appropriate professional outplacement services, to assist in the search for alternative employment following retrenchment.

Where necessary, Precision will allow reasonable paid time off during work hours to allow the employee to undertake job search and attend job interviews.

11.6 Offset

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

PART 12 - CONSULTATION & FLEXIBILITY PROVISIONS

12.1 Consultation

- (1) This term applies if:
 - (a) Precision has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) Precision must notify the relevant employees and the Finance Sector Union of Australia of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;Precision must recognise the representative.
- (5) As soon as practicable after making its decision, Precision must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, Precision is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) Precision must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the Precision's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- (10) In this term, *relevant employees* means the employees who may be affected by the major change.

12.2 Flexibility

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing – at any time.

PART 13 - UNION RIGHTS

13.1 Access

Precision recognises the rights of accredited representatives of the Finance Sector Union Australia (FSU) to hold discussions with employees in the workplace. In circumstances where an employee has difficulty taking a break from their duties, Precision will agree procedures with the FSU that will allow these discussions to occur.

An official of the FSU may enter Precision's premises in accordance with terms of *the Fair Work Act 2009*. Nothing in this clause provides the FSU with a right to enter premises contrary to Section 194(f) or (g) of the *Fair Work Act 2009*.

13.2 Union Fee Deductions

Precision will provide payroll deduction facilities for union membership fees payable to the FSU. An employee may authorise Precision in writing to deduct union membership fees to the FSU from any remuneration payable. Precision will remit such payments to the FSU in a timely manner.

13.3 Training

Up to three (3) FSU workplace representatives, with approval of the FSU and upon application in writing, shall be granted up to one (1) day of paid leave per calendar year, non cumulative, to:

- attend trade union training; and/or
- attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace.

An application for such training must be in writing, outlining the nature, content and duration of the course to be attended, and be provided with at least 30 days notice.

The granting of leave pursuant to this clause shall be subject to Precision being able to make appropriate staffing arrangements amongst current employees during the period of such leave.

An employee will be paid for leave taken in accordance with this clause at the rate of pay that the employee would have received had they not be on leave during the relevant period (ordinary base rate). Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the FSU.

13.4 FSU Workplace Representatives

Up to five (5) FSU workplace representatives who have been duly appointed by the FSU will be allowed to attend a one (1) hour scheduled meeting per month, with no loss of pay or requirement to make up time.

FSU workplace representatives will be allowed reasonable time during normal working hours to attend to union duties. Before undertaking such duties, the employee must consult with their

People Leader to ensure minimal disruption to the performance of their work role and the normal business of Precision.

The FSU will provide formal confirmation of the identity of such workplace representatives to Precision.

13.5 Dispute Resolution

In the event of a disagreement arising from the application of this clause, the matter may be settled using the Dispute Resolution Process set out in the Agreement.

Schedule 1

Job Family	Grade	Indicative Duties	July 2016 Minimum Ordinary Base	July 2016 Maximum Ordinary Base	July 2017 Minimum Ordinary Base (+2%)	July 2017 Maximum Ordinary Base	July 2018 Minimum Ordinary Base (+2%)	July 2018 Maximum Ordinary Base
Insurance/Claims Support	A	<ul style="list-style-type: none"> Completes basic office procedures Data entry Provides first point of contact for general enquiries Maintains office facilities and equipment. Processes standard invoices 	\$50,000	\$60,000	\$51,000	\$64,345	\$52,020	\$64,345
	B	<ul style="list-style-type: none"> Processes work in accordance with procedural standards, recognising legislative and legal risk Identifies and investigates procedural issues Uses effective communication skills to deliver tailored information and support to members Organises own work schedule Contributes to project work in area of specialisation 	\$51,491	\$78,934	\$53,040	\$79,930	\$54,101	\$79,930
Business Support	A	<ul style="list-style-type: none"> Completes basic office procedures Data entry Provides first point of contact for general enquiries Maintains office facilities and equipment. Processes standard invoices 	\$48,540	\$62,050	\$49,511	\$64,345	\$50,501	\$64,345
	B	<ul style="list-style-type: none"> Organises own work schedule Answers customer enquiries using more detailed knowledge in area of specialisation Generates compliant routine documentation Contributes to project work in area of specialisation Contributes to reporting requirements for team Reviews and provides input to policy enhancements 	\$54,528	\$76,500	\$55,619	\$79,930	\$56,731	\$79,930
Customer Service	A	<ul style="list-style-type: none"> Ensures information is recorded and entered correctly Ensures daily functions are completed on time Using established checklists, ensures tasks are accurate and complete Provides first point of contact for general enquiries 	\$48,540	\$78,584	\$49,511	\$64,345	\$50,501	\$64,345
	B	<ul style="list-style-type: none"> Organises own work schedule Engages customers by identifying and understanding their needs Processes work in accordance with procedural standards, recognising legislative and legal risk Delivers a consistent, positive customer experience Contributes to project work in area of specialisation 	\$51,509	\$82,353	\$52,540	\$79,930	\$53,590	\$79,930

SIGNATORIES

<p>Signed for and on behalf of Precision Administration Services Pty Ltd by its duly authorised representative:</p> <p></p> <p>Signature of authorised representative</p>	<p>Signed for an on behalf of the Finance Sector Union of Australia:</p> <p></p> <p>Signature of Fiona Jordan</p>
<p>Steven Travis Executive General Manager, Customer Service & People Precision Administration Services Pty Ltd</p> <p><u>20/6/2016</u></p> <p>Date</p> <p>30 Little Cribb Street Milton, Queensland 4064</p> <p>Address</p>	<p>Fiona Jordan National Secretary, Finance Sector Union of Australia 341 Queen Street, Melbourne, Victoria 3000 Authorised under rule 49 of the FSU's rules to sign industrial agreements</p> <p><u>15-6-16</u></p> <p>Date</p>