

AG841527 PR960904

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

Finance Sector Union of Australia

and

**Savings Australia Pty Ltd trading as Superannuation Trust of Australia
(AG2005/4926)**

SAVINGS AUSTRALIA ENTERPRISE AGREEMENT 2005

Insurance industry

COMMISSIONER SMITH

MELBOURNE, 1 AUGUST 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 1 August 2005 and shall remain in force until 30 June 2006.

BY THE COMMISSION:


COMMISSIONER

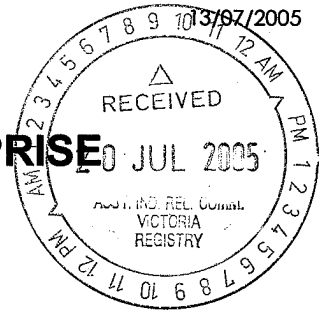


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SAVINGS AUSTRALIA ENTERPRISE AGREEMENT 2005



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PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1.1 Title of Agreement

This Agreement is to be known as the *Savings Australia Enterprise Agreement 2005*.

1.2 Parties bound

This is an agreement between Savings Australia Pty Ltd (Savings Australia) and the Finance Sector Union of Australia (FSU) which is made pursuant to s.170LJ of the Workplace Relations Act 1996.

1.3 Preamble

On behalf of the Board of Directors of Savings Australia, the Chief Executive shall be responsible for the equitable, efficient and effective implementation of this agreement.

1.4 Coverage

This agreement is binding on Savings Australia, the FSU and all employees of Savings Australia, other than the Senior Management Group (defined as the Chief Executive, General Manager Business Services and their direct reports).

1.5 Relationship with Award

This agreement is to be read and interpreted wholly in conjunction with the *Insurance Industry Award 1998* provided that the terms of the agreement prevail to the extent of any inconsistency.

1.6 Term of the agreement

The date of operation of the Agreement will be the date of certification by the Australian Industrial Relations Commission and will continue to operation until 30 June 2006. The salary increases and conditions stated in this Agreement are applicable from 1 July 2004.

1.7 Variations to this Agreement

It is agreed that the terms and conditions contained in this Agreement may be varied by agreement between the parties subject to the provisions of the *Workplace Relations Act 1996*.

PART 2 REMUNERATION

All employees covered by this agreement shall receive salary increases of:

5.5% - from 1 July 2004

5.5% - from 1 July 2005

PART 3 SUPERANNUATION

3.1 All employer contributions made by Savings Australia in relation to employees' superannuation entitlements shall be made to the Superannuation Trust of Australia fund.

3.2 Savings Australia shall make employer contributions for all employees, except those specified in clause 3.3 below, with an amount equivalent to the minimum requirements of the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.

3.3 Savings Australia will make an employer contribution for support staff covered by this Agreement of at least 13.5% of salary. Any further increases in the minimum contribution amounts arising out of the Superannuation Guarantee (Administration) Act that may come into effect shall be deemed to be part of this 13.5% contribution rate, up to a maximum of 13.5%. Support Staff have the option of cashing contributions in excess of 9% if they wish.

3.4 An employee may elect to sacrifice part of their salary as an additional superannuation contribution. This is reviewable twice a year, effective 1 July and 1 January each year.

3.5 Where an employee elects to salary sacrifice contributions to superannuation, the salary for the purposes of calculating all entitlements pursuant to this Agreement and all other statutory entitlements shall be the actual salary before salary sacrifice.

PART 4 HOURS OF WORK

4.1 Hours of work including part time

4.1.1 The ordinary working hours of full time employees, other than field staff (refer Appendix 1), will be 37.5 hours per week.

4.1.2 A part time employee is an employee who:

- (a) Works less than 37.5 hours per week;
- (b) Has predictable hours of work; and
- (c) Receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who undertake the same kind of work.

4.1.3 At the commencement of working part time, the relevant National Manager will agree with the part time employee, in writing, a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

4.1.4 A variation to these hours of work will be by agreement between the employee and the relevant National Manager.

4.2 Span of hours

4.2.1 The span of hours will be between 8:30am and 5:00pm, Monday to Friday. The span of hours may be varied by agreement between the relevant National Manager and an employee.

4.3 Overtime

4.3.1 Overtime shall apply to Support Staff only. Where they are required to work: in excess of 7.5 hours per day (excluding meal breaks), or on Saturdays, Sundays and public holidays, it shall be regarded as overtime.

4.3.2 All overtime must be authorised by the relevant National Manager before it is worked.

4.3.3 Overtime shall be compensated at the rate of time and one half for the first 2 hours and double time thereafter.

4.3.4 Overtime on Saturday or Sunday shall be compensated at the rate of double time with a minimum compensation as for 3 hours worked.

4.3.5 All time worked on a public holiday shall be compensated at the rate of double time and one half with a minimum compensation as for 4 hours worked.

4.3.6 Any claim for overtime shall be made within 10 days of the overtime being worked. Where compensation for such overtime is to be paid as additional wages, it will be included in the following pay period.

4.3.7 An employee will take time off in lieu for the first 2 hours per week (or 8 hours per 4 weekly cycle) of overtime at a time or times agreed with the relevant National Manager.

4.3.8 Such time off in lieu will be calculated at the appropriate overtime rate/s as time worked (refer clauses 4.3.3 to 4.3.5).

4.3.9 All other overtime will be paid at the appropriate rate or can be taken as time in lieu with the agreement of the relevant National Manager.

4.4 Other matters related to the working of overtime

4.4.1 If an employee is required to work overtime after 7.00pm on any day or after 1.00pm on a Saturday, Sunday or public holiday, they will be paid a meal allowance as set down in the Insurance Industry Award or have a meal provided.

4.4.2 To ensure personal safety, if an employee is required to work after 7.00pm during winter or 8.00pm during summer, Savings Australia shall provide transport to the employee's usual place of residence at the employee's request.

PART 5 REIMBURSEMENT OF EXPENSES AND TRAVEL ALLOWANCE

5.1 Any employee required to use their own vehicle for work related purposes will be paid for fuel and other costs as outlined by Australian Taxation Office (ATO) guidelines for that financial year.

5.2 All field staff and other staff, as determined by the relevant National Manager, will be issued with a credit card to be used for purchasing accommodation and other costs incurred during regional and national visits.

5.3 Other work related expenses may also be charged to the credit card or reimbursed on the production of receipts with the prior approval of the relevant National Manager. Where this is not practicable approval should be sought as soon as possible after the expense has been incurred.

5.4 Where work related travel costs are not charged directly to Savings Australia, an employee is entitled to claim travel allowances covering breakfast, lunch and dinner meals and incidentals as outlined in the ATO guidelines for that financial year.

PART 6 LEAVE

6.1 Recreation leave

6.1.1 All employees shall be entitled to 20 working days on full pay as recreation leave each year on the anniversary of their date of commencement of employment. The payment for this leave will be calculated on the actual rate of salary paid at the time leave is taken. Leave will accrue pro rata during the year (including the first year of employment).

6.1.2 Such leave will be taken at a time or times agreed between the employee and the relevant National Manager.

6.1.3 Any leave in excess of 20 working days shall be taken within 3 months of it having accrued. Provided that by agreement between an employee and the relevant National Manager, recreation leave may be deferred to a date to be agreed. The total period of leave that may be deferred cannot exceed 40 working days.

6.1.4 Recreation leave is exclusive of any public holiday prescribed in this Agreement. If any such holiday falls within an employee's period of recreation leave and is observed on a day which in the case of that employee would have been an ordinary working day, that day or days will be added to the employee's period of recreation leave.

6.1.5 An employee may take leave before it falls due by agreement with the relevant National Manager. Where leave is granted and taken before it falls due, a further period of recreation leave will commence to accrue from the next anniversary date.

6.1.6 Where leave in excess of the amount of leave the employee has accrued is granted and taken in advance of it falling due and the employee ceases employment, Savings Australia may deduct from any monies due to the employee on cessation of employment, an amount equal to the amount paid for the period by which the leave granted exceeded the amount of leave which had accrued at the date of termination.

6.1.7 An employee, may upon their request, be paid for all pays due during the period of recreation leave before going on leave. Provided that

the employee may also request the pays continue to be deposited to the employee's nominated bank account as part of the normal pay cycle.

6.2 Recreation leave loading

6.2.1 Leave loading equivalent to 17.5% of the salary payable for that period of recreation leave will be paid in addition to full pay for the period of recreation leave.

6.2.2 On the termination of employment, Savings Australia will pay an employee for any accrued but not taken recreation leave to which the employee became entitled during the period of employment. This includes a payment for any proportion of recreation leave accrued but to which the employee is yet to be entitled.

6.2.3 Recreation leave loading will also be paid for any period of accrued recreation leave on termination of employment with Savings Australia.

6.3 Public Holidays

6.3.1 Each employee shall be entitled without loss of salary to all statutory or declared public holidays to apply to the whole of the State or Territory in which they reside.

6.3.2 All employees will also be entitled without loss of salary or annual leave to the days the Chief Executive determines the Savings Australia offices to be closed for Christmas/New Year period. As a minimum, these will be the days between the public holidays declared for Christmas and New Year.

6.4 Sick leave and Carer's leave

6.4.1 Each employee shall be entitled to at least 12 days paid leave each year of service of which 10 days will be considered personal sick leave. Any unused sick leave shall accumulate from year to year.

6.4.2 Two days of such leave paid may be used as carer's leave to care for a member of an employee's immediate family who may be sick or injured. Carer's leave does not accumulate.

6.4.3 If the period of carer's leave is insufficient in any one year, the employee may subject to Savings Australia's authorisation use their sick personal leave.

6.4.4 Employees will be requested to produce a medical certificate for periods of such leave in excess of 3 days.

6.4.5 The relevant National Manager may, in consultation with the Chief Executive, make available additional paid or unpaid leave. This additional leave may take the form of a reduced salary for a period of time or full salary for a specified period of time.

6.5 Bereavement Leave

6.5.1 Each employee shall be entitled to a maximum period of 3 days leave on full pay on each occasion of the death of a member of the employee's immediate family.

6.5.2 The relevant National Manager may, in consultation with the Chief Executive, extend this period of leave or grant additional days' leave in other cases of bereavement.

6.6 Other paid leave

The relevant National Manager has the discretion to grant paid leave in circumstances of personal emergency or other unplanned absences.

6.7 Long Service Leave

6.7.1 Each employee shall be entitled to 13 weeks paid Long Service Leave after 10 years service plus 6.5 weeks for each additional 5 years' service (calculated pro-rata).

6.7.2 Such leave shall be granted and taken at a time or times as agreed between the relevant National Manager and the employee.

6.7.3 In the case of termination of employment, a payment in lieu of long service leave accrued but not taken will be made. When an employee has completed more than five but less than ten years of service with Savings Australia, a pro rata payment will be made on termination.

6.8 Parental Leave

6.8.1 The conditions for the taking of parental leave are those as set out in the Insurance Industry Award except as follows.

6.8.2 Each employee is entitled to 52 weeks leave of absence on the birth or adoption of a child after having completed 12 months continuous service. Such period of leave shall be made up of paid and unpaid leave.

6.8.3 Parental leave may only be used when an employee of Savings Australia is the primary care giver of the child and may be taken any time up to the child's first birthday or during the first year of adoption.

6.8.4 An employee eligible for parental leave will be paid an amount equivalent to 8 weeks salary as paid parental leave, subject to them having completed 12 months service since returning from any previous parental leave. This amount shall be paid to the employee prior to commencing parental leave but may, at the employee's request, be paid into their nominated bank account as part of the normal pay cycle during their period of leave.

6.8.5 The employee will give Savings Australia at least one month's notice of their intention to return to work from parental leave.

6.8.6 An employee may request to return to work on a part-time basis for a period of up to 12 months following the taking of parental leave without affecting their rights to return to a full time position. Savings Australia agrees to consider that request on its merits and in good faith.

6.8.7 Other accrued leave to which the employee is entitled may be taken in conjunction with parental leave provided that the total period of absence on paid and unpaid leave does not exceed 52 weeks.

6.9 Leave without pay

6.9.1 After twelve months employment, an employee shall be entitled to apply for up to 52 weeks of leave without pay.

6.9.2 Such unpaid leave may be used for family leave, full time study, travel or any other purpose as agreed with Savings Australia. Savings Australia undertakes to consider each and every application on its merits and in good faith.

6.9.3 If granted, the duration and timing of such leave shall be by agreement between the relevant National Manager and the employee.

PART 7 TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 All employees are entitled to satisfactory level of induction and other training related to their role.

7.2 Employees will be allocated a training and professional development budget each financial year, to be used for career and professional development. The nature of courses and their timing shall be agreed between the employee and the relevant National Manager.

7.3 The amount that may be claimed is up to \$2,100 with an additional \$700 (\$1000 for WA) to be available for associated travel costs for each employee in each financial year. These amounts will be a pro-rata calculation for new employees and shall be adjusted by the CPI on 1 July each year.

7.4 Where an employee is directed by the relevant National Manager to undertake training, the cost of that training will not be deducted from the employees training and professional development budget and shall be undertaken during ordinary working hours wherever possible.

7.5 Employees are entitled to up to 6 days study leave per semester including the day of the exam if it falls on a business day for courses or units of study approved by the relevant National Manager. If the employee does not pass the course or unit of study, the employee shall not be eligible for additional courses or units of study until the subject initially attempted, or an equivalent subject, has been completed the employee at their own expense.

7.6 For approved courses up to a cost of \$10,000 per annum Savings Australia will pay 50% of the cost.

PART 8 INCOME PROTECTION

8.1 All staff working a minimum of 15 hours per week on a regular basis shall be provided with Income Protection Insurance. The benefit level shall be 75% of normal salary subject to any maximum benefit limits imposed by the insurer plus employer superannuation contributions and shall be available after a 60 day waiting period for a benefit payment period of two years.

8.2 Savings Australia undertakes to pay such premiums as required to the nominated insurer.

8.3 Employees may wish to insure themselves for a 30 day waiting period by paying the excess premium.

8.4 If employees are unable to attain adequate cover due to underwriting, the responsibility to maintain an income protection policy to 75% of income due to illness or injury outside work is that of the employee.

PART 9 WORKERS COMPENSATION MAKE UP PAY

9.1 Any employee who may be on workers compensation payments shall be entitled to make up pay for the first 52 weeks of absence on work related injury or illness. Such make up pay will bring the employee's pay up to the actual salary prior to the commencement of such leave of absence.

9.2 All entitlements including SGC and any additional superannuation contributions contained in this Agreement will continue to be paid during the period of absence.

PART 10 TERMINATION OF EMPLOYMENT

10.1 Employees may terminate their employment with Savings Australia by giving the relevant National Manager not less than one month's written notice to that effect. Provided that this period may be reduced by agreement between the relevant National Manager and the employee. Where an employee wishes to reach agreement with Savings Australia, to leave earlier than the one month notice period, the employee will not be entitled to a payment in lieu of notice for the remaining period.

10.2 The relevant National Manager may terminate the employment of an employee with no less than one month's written notice or payment in lieu of such notice.

10.3 The Board of Directors or the relevant National Manager may terminate the employment of an employee without notice or payment in lieu of notice on the grounds of gross misconduct and where the continued presence of the employee threatens the safety and/or security of the staff and/or property.

10.4 On termination, all entitlements contained in this Agreement or the Insurance Industry Award shall be calculated and paid in full or pro rata, as the case may be, on the employee's actual salary. Savings Australia shall endeavour to make all payments prior to the last day of service.

PART11 REDEPLOYMENT, REDUNDANCY and RENTRENCHMENT

11.1 Principles

(i) Any realignment of Savings Australia's workforce will be

consistent with business objectives.

(ii) Retrenchment will only arise from the elimination, outsourcing or restructuring of work, not the performance of individual staff.

(iii) Retrenchment will only occur after all reasonable redeployment avenues to place surplus staff, have been exhausted.

(iv) A position shall be declared redundant solely at the discretion of Savings Australia.

11.2 Definitions

(i) "Redeployment" means the appointment of a staff member to a permanent position with Savings Australia.

(ii) "Redundancy" means a situation where the work being done by an staff member, or the major portion of it, is no longer required to be done in that location as a result of reorganisation, changed business practice, technological change, down turn in business or outsourcing of that function.

(iii) "Retrenchment" means the situation where a staff member ceases employment with the Fund by reason of redundancy.

11.3 Redeployment

(i) In any redundancy:

(a) Savings Australia will make all reasonable efforts, including retraining, to deploy elsewhere in Savings Australia those staff who have been identified as redundant. In so doing maximum advantage would be taken of natural attrition and the curtailment of recruitment wherever practicable. However it is noted that the small size of Savings Australia significantly limits the opportunities for redeployment within the Fund.

(b) The staff who are considered for redeployment will make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.

(ii) Where a staff member who is being considered for redeployment and has no prior experience in or apparent suitability for work in an area this will not be used as sufficient reason alone for filling a vacancy from elsewhere. Retraining will be undertaken to equip the staff member to perform the alternative job where it is appropriate and possible in an acceptable timeframe.

(iii) A staff member being considered for redeployment may indicate a willingness to accept an alternative position.

When an alternative position is offered, the staff member will be given two working days in which to decide whether to accept or decline the offer. Should either the employee or Savings Australia find that the new position is unsuitable, either party may within a two-month period terminate employment with this position without loss of entitlement to retrenchment payments, calculated to the date service actually ends with Savings Australia.

11.4 Notice

(i) Staff to be retrenched will be given the maximum practical forewarning of their retrenchment and the specific retrenchment date. No staff member will be given less than 8 weeks written notice, or salary in lieu of notice.

(ii) Retrenched employees will be provided with an outplacement service at Savings Australia's expense at a reasonable cost approved by the relevant National Manager.

(iii) A staff member who has been given formal notice of retrenchment and wishes to resign prior to the specified date of retrenchment may elect to:

(a) resign at an earlier date whilst maintaining the full notice period entitlements provided that Savings Australia is in agreement; or

(b) resign at an earlier date by providing two weeks notice. In this event the staff member would forgo the balance of their notice period entitlements.

(iv) Retrenched employees will be given reasonable time off work with pay to seek alternative employment. Staff seeking such time off should liaise with their Line Manager to ensure the operations of Savings Australia are not affected.

11.5 Severance Payment

(i) Upon termination through retrenchment, in addition to any payment in lieu of notice specified in sub clause 11.4(iii)(a) of this Agreement, a staff member shall be paid the following:

- (a) 3 weeks' salary for each completed year of service; plus
- (b) a pro rata payment of each completed month of service in the final part year of service.

The minimum sum payable shall not be less than 11 weeks payment.

- (ii) A staff member who has transferred from full-time to part-time employment or vice versa will have his or her retrenchment payments paid on a pro rata basis on the actual time worked in each mode using the staff member's current salary.

11.6 Other Payments

In addition to the payments described above, a retrenched staff member will be paid:

- (i) Annual leave accrued but not yet taken; plus annual leave loading of 17.5%.
- (ii) Long service leave accrued but not yet taken in accordance with the enterprise agreement.

11.7 Certain Benefits

Motor Vehicles - A retrenched staff member who has a Savings Australia provided vehicle will have the first option to purchase the vehicle at a price approved by the relevant National Manager. In any event, they will continue to have use of the vehicle for the period of notice or two weeks, whichever is the greater.

PART 12 CONSULTATION AND UNION RELATIONSHIP

12.1 Consultation about change

Savings Australia shall consult with the FSU, as the primary union covering employees, and with employees, where it has been decided to undertake major structural changes, which may result in the restructuring, transfer or a loss of one or more jobs. This consultative process will focus on the intended changes and the process to be observed. Discussions will take place as soon as practicable given the nature of the changes. In the spirit of open communication, Savings Australia will provide all relevant information in writing to its employees and the FSU.

12.2 Union Officers

12.2.1 Savings Australia will allow full access to its workplaces during working hours to accredited officers of the Finance Sector Union of Australia. Such officers will give reasonable prior advice of such visit(s) and in order not to disrupt the normal business of the workplace will give favourable consideration to reasonable requests of Savings Australia regarding times/days for such visits.

12.2.2 Savings Australia will allow FSU Workplace Representatives adequate paid time and facilities, during working hours, to attend to Union duties, relevant to their workplace. This will include attendance at Union Industrial Committee and/or State Committee of Management meeting(s) where such Workplace Representatives are members of such bodies.

12.2.3 Workplace Representatives will be allowed reasonable paid time during working hours necessary for the performance of the above functions. Appropriate adjustment may be made to an employees performance targets or criteria to take account of time away for union duties and will be acknowledged in personal performance appraisals.

12.3 Induction

Savings Australia recognises that staff have the right to join or not to join the Union, and also supports activities that ensure staff have the choice to participate in union activities. Savings Australia will include in induction materials provided to new staff FSU information material, including a membership application form. The FSU will also be invited to participate in staff inductions.

PART 13 WORKFORCE DIVERSITY

13.1 Savings Australia as an Equal Employment Opportunity employer recognises and embraces the value of labour market diversity and is committed to cultivating a diverse and inclusive workplace, representative of all sectors of society and free from any form of harassment.

13.2 Savings Australia recognises the right of employees to equal employment opportunity and will facilitate the provision of equal employment opportunities to employees.

13.3 Entry into employment, selection for specific work and career progression will be determined on the basis of individual merit and criteria related to the effective performance of the work.

13.4 It is the intention of the parties to this Agreement achieve the principal object of section 3 (j) of the Workplace Relations Act

1996 that is to provide a framework for co-operative workplace relations by respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of:

Race, colour, sex, sexual preferences, age, trade union activity, physical or intellectual impairment, family responsibilities, pregnancy, religion, political opinion, national extraction, marital status, any other ground designated as unlawful discrimination under the relevant legislation.

13.5 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure as outlined in Part 14, the parties must make every endeavour to ensure that neither the Award/Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

13.6 Nothing in this provision is to be taken to effect any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

- (i) an employee, or employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- (ii) the exemptions in sections 170CK (3) and (4) of the Act.

13.7 No employee will suffer any form of disadvantage or discrimination because he or she exercised any rights contained in, or participated in any part of the processes set out in the Award or this Enterprise Agreement.

PART 14 DISPUTE OR GRIEVANCE RESOLUTION PROCESS

14.1 As soon as practicable after a grievance or dispute arises with Savings Australia about matters contained in this Agreement, the employee concerned will take the matter up with their immediate manager affording them the opportunity to remedy the cause of the dispute or claim.

14.2 Where a such attempt at settlement has failed, or where the dispute or claim is such of a nature that direct discussions between the employee and their immediate manager would be inappropriate, the matter will be taken up with the relevant National Manager.

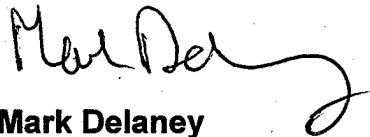
If this attempt at settlement fails, the employee may notify a duly authorised representative of the FSU, or another representative of the employee's choice, who, if they consider that there is some substance in the dispute or claim, will immediately take up the matter with relevant National Manager or their representative.

14.3 If the matter is not settled, it will be submitted to the Australian Industrial Relations Commission which will endeavour to resolve the issue between the parties by conciliation or where necessary by arbitration.

14.4 Without prejudice to either party, the status quo will prevail while the matters in dispute are being dealt with in accordance with this clause.

Dated this 19th day of July 2005.

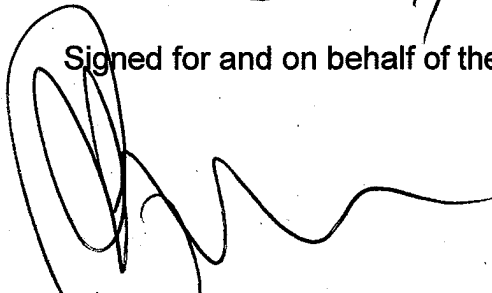
Signed for and behalf of Savings Australia Pty Ltd.



Mark Delaney
Chief Executive
Savings Australia Pty Ltd

Dated this 14th day of JUNE 2005.

Signed for and on behalf of the Finance Sector Union of Australia.



Paul Schroder
National Secretary
Finance Sector Union of Australia

APPENDIX 1 – FIELD STAFF

1. Classification structure

1.1 Level 1 field staff are employees who are new to their roles and do not have the relevant industry experience to allow them to be immediately effective in their roles.

Level 1 field staff will be regraded to Level 2 upon satisfactory review at or before their first anniversary of employment.

As at 1 July 2004 pay levels are as follows:

Level 1 - \$64,725

Level 2 - \$70,564

1.2. Provided that at the discretion of the relevant National Manager, field staff deemed to have the relevant industry experience may commence employment on the Level 2 salary.

1.3 Job descriptions for positions covered in this agreement will be maintained in conjunction with the relevant National Manager.

1.4 The parties may agree to discuss changes to the structure, duties and remuneration of Superannuation Services Managers during the life of this Agreement. Provided that any changes shall be agreed between the relevant National Manager, SSMS or their nominated representative(s) and the FSU prior to implementation.

2. PROVISION OF CAR AND OTHER TOOLS OF TRADE

2.1 All field staff will be provided, 7 days a week, with a fully maintained, six (6) cylinder Australian built car of their choice and colour. This will include registration, comprehensive insurance, operating costs and a city car park where required. The minimum equipment levels in the vehicles will include automatic transmission, air conditioning, cruise control, driver, passenger and side airbags, ABS brakes and window tinting.

If requested by the National Manager - Client Services, field staff will fill out a logbook for taxation purposes.

2.2 Part-time field employees will be provided with a vehicle for their days of work. An agreed financial contribution will be required from the part time field staff employee to cover any use of the vehicle during non-working hours.

2.3 Savings Australia shall pay for all toll or other charges incurred during work related travel. Provided that field staff will reimburse Savings Australia for any private use of tollways.

2.4 Field staff will retain use of the vehicle during any periods of authorised paid leave.

2.5 Any fines incurred by field staff in using vehicles are the responsibility of the employee. The relevant National Manager, at his/her discretion, may authorise Savings Australia to pay fines as a result of mitigating circumstances.

2.6 All field staff will be provided with a mobile phone with all reasonable expenses paid for by Savings Australia.

2.7 All field staff will be provided with laptop computers with all expenses paid for by Savings Australia

2.8 For all other details relating to cars and tools of trade, see the STA Employee Handbook.

3. Hours of work

3.1 During the life of this Agreement and subject to the lawful directions of the relevant National Manager, field staff will work not less than 35 hours weekly. Field staff will be available by phone during the hours of 8:30am to 5:00pm.

Field staff will be entitled to 1 Rostered Day Off each month in recognition of the irregular hours of work performed in their duties. The December Rostered Day Off is included in the Christmas break (refer clause 6.3.2).