



WITHOUT PREJUDICE

**WESFARMERS FEDERATION
INSURANCE LIMITED
COLLECTIVE AGREEMENT
2006**

1) TITLE

This Agreement shall be known as the "Wesfarmers Federation Insurance Limited Collective Agreement 2006".

2) ARRANGEMENT

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3) AIMS AND OBJECTIVES

a) Communication and Consultation

- i) The co-operative relationship between WFI and its Employees provides a basis for consultation on matters likely to affect the working life of WFI Employees. WFI is committed to sharing appropriate information with its Employees.
- ii) WFI will encourage an open and participative environment which provides an opportunity and forum for discussion, exchange of ideas, sharing of information and improved decision making and planning.

b) Implementation and Review of the Agreement

- i) WFI is committed to the involvement of Employees in the implementation and monitoring of this Agreement. WFI will meet with a group of representative Employees each 18 months to review the operation of the Agreement and any interpretation issues. Alternatively issues should be addressed via the Dispute Resolution Procedure outlined in Clause 27 of the Agreement.
- ii) WFI commit to not reducing the package of employment conditions, and to continuing to abide by the current terms of the Agreement and relevant legislative frameworks and standards.
- iii) WFI and its Employees maintain their commitment to the current legislation and to ongoing consultation regarding equal employment opportunity issues. Further, WFI shall not discriminate against gender or other minority groups in any aspect of employment or employment conditions.
- iv) WFI and its Employees agree that these commitments will not be used as a precedent within the Wesfarmers Group.

4) OPERATION OF THE AGREEMENT

- a) This agreement is a stand alone agreement. It contains the complete statement of mutual rights and obligations as between the Employer and its Employees covered by this agreement to the exclusion, to the full extent permitted by the law:
 - i) Of all awards, workplace agreements, preserved state agreements, notional agreements preserving state awards or other like instruments including, without limitation:
 - (1) Those which might be in force and bind any organisation party to such other industrial agreements;
 - (2) Those which might otherwise apply to the persons bound by this Agreement and/or the work which is carried on;

- (3) Provisions in any award (including the Insurance Industry Award 1998) protected award conditions, protected preserved conditions or protected notional conditions (as those expressions are defined in the Workplace Relations (WR) Act from time to time) relating or incidental to rest breaks, incentive based payments and bonuses, annual leave loadings, public holidays, monetary allowances, loadings for working overtime or shift work, penalty rates, outworker conditions; and any other protected allowable award matters prescribed by the Workplace Relations Regulations 2006; and
 - ii) Except as specifically provided in paragraph (c) below, of all other laws, save only for such terms and conditions applicable by reason of the contract of employment between the Employer and its Employees which are not inconsistent with this Agreement.
- b) It is the intention of the persons bound by this Agreement that this Agreement be read and construed consistently with paragraph (a) above.
- c) Except as expressly provided for in this Agreement, the provisions of the relevant occupational health and safety legislation and workers compensation and rehabilitation legislation in each state (“the Acts”) as amended from time to time, shall have full effect and nothing in this Agreement shall operate to affect, vary or exclude the operation of the Act insofar as they apply to the work covered by this Agreement.
- d) This Agreement is all encompassing in relation to Employees’ salaries and entitlements and there shall be no extra claims against the Employer by Employees for the term of this Agreement and no industrial actions taken in relation to the performance of any work covered by this Agreement for the term of this Agreement.
- e) The persons bound by this Agreement further agree that this Agreement covers all matters and claims regarding the employment of Employees that could otherwise be the subject of action pursuant to the WR Act.

5) DURATION

This Agreement shall come into operation on the day the Agreement is lodged with the Employment Advocate and shall remain in operation until the fifth anniversary of the date on which the Agreement is lodged. This Agreement will not be retrospective. This Agreement will continue to regulate the employment of Employees past this date until the Agreement is either replaced or terminated.

6) DEFINITIONS

a) Employee

Employee means a person employed by Wesfarmers Federation Insurance Limited under a contract of employment as an Employee. This includes an Employee located in the Wesfarmers Insurance Division corporate office.

b) Employer

Employer means Wesfarmers Federation Insurance Limited ("WFI") or a person(s) authorised to act on behalf of Wesfarmers Federation Insurance Limited.

c) Ordinary annual base hours

Ordinary annual base hours mean the full compliment of hours to be worked over the year. This consists of 1950 hours per year for a Full-time Employee or the pro rata equivalent for a Part-time Employee.

d) Full time Employee

This means any Employee engaged to work the full compliment of ordinary annual base hours.

e) Part-time Employee

This means any Employee engaged to work a proportion of the full compliment of ordinary annual base hours

f) Job Share

This means any Employee who is engaged to share a position with another Employee appointed on the same basis.

g) Casual Employee

This means an Employee who works on an irregular basis and/or works from time to time as the need arises.

h) Continuous Service

i) This means the period of continuous service from the date of the Employee's engagement by WFI or by another Wesfarmers Group Division.

(1) Service will be deemed continuous notwithstanding;

i. Taking of approved paid leave.

ii. Taking of approved parental/child care leave.

iii. Taking of approved unpaid leave to a maximum of twelve (12) months.

iv. The dismissal of an Employee from WFI who is re-employed by WFI within a period not exceeding two (2) months from the date of dismissal.

v. Any other absence of the Employee by leave of the Employer, or on account of injury arising out of or in the course of employment for a period of twelve (12) months from the date of the injury.

(2) Any absence such as mentioned in h) i) (1) i, will be counted as part of the period of service, but any absence as in h) i) (1) (ii), (iii), (iv) and (v), whilst not breaking service, will not be counted as part of continuous service.

i) WR Act

The Workplace Relations Act 1996 (Cth) (WR)

j) Household

Means person(s) living with the Employee on a permanent basis.

7) PERSONS BOUND

This Agreement is binding on Wesfarmers Federation Insurance Limited (WFI) and its Employees.

8) CONTRACT OF EMPLOYMENT

a) Appointment

The Employer shall advise Employees, in writing, at the time of appointment, the terms and nature of employment.

b) Probation Period

i) An Employee will initially be engaged on the basis of a four (4) or six (6) month probationary period, dependant on the nature of the position filled. During this probation period WFI will provide the necessary training, feedback, support and periodical reviews to support the new Employee.

ii) Should WFI not be able to ascertain if an Employee on a four (4) month probation period is suitable and capable in their position, the initial four (4) month period may be extended up to a six (6) month maximum. During or at the conclusion of this period the Employee's employment may be terminated by one (1) week's notice, or payment in lieu of one (1) week's notice.

c) Termination of Employment

i) Except for Casual Employees employment will be terminable by either party by the giving of;

(1) Four weeks (4) notice for Employees with greater than two (2) years continuous service;

(2) Two (2) weeks notice for Employees with less than two (2) years continuous service; and

- (3) One (1) hours notice for Casual Employees.
- ii) The notice period may in all instances be reduced by agreement between the Employee and the Employer.
- iii) An Employee who is over 45 years of age and has completed at least two (2) years' continuous service with the Employer is entitled to one (1) week of additional notice.
- iv) The Employee may forfeit or the Employer may make payment for the agreed notice period in lieu of working the agreed period of notice prescribed in this clause.
- v) Payment in lieu of notice must at least equal the amount that would have been payable if the Employee had continued until the end of the notice period. The amount payable must be calculated on the basis of: the Employee's ordinary hours of work and any other amounts payable under the Employee's contract of employment.
- vi) The period of notice in this clause does not apply:
 - (1) In the case of dismissal for serious misconduct;
 - (2) To Employees engaged for a specific period of time or for a specific task(s); or
 - (3) To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the traineeship agreement.

9) HOURS OF WORK

- a) Ordinary hours of work for Employees are based on an average of 37.5 hours per week excluding meal breaks. These ordinary hours are normally based on a four (4) week cycle; however, this may be extended to an annual cycle if required. Such ordinary hours are the specified hours in respect of each Employee by reference to which annual leave and personal/carer's leave accrue.
- b) The maximum number of hours, except if an Employee is working an approved shift arrangement, will not normally exceed;
 - i) Ten (10) hours per day excluding meal breaks;
 - ii) Fifty (50) hours per week excluding meal breaks.
- c) Ordinary hours, except for agreed shift work arrangements, should normally be worked between 6.00am and 8.00pm Monday to Friday. Ordinary hours may be varied by agreement between WFI and the affected Employees.
- d) Standard office hours are between 8.00am - 5.00pm. Each team shall determine its ordinary hours of work and the flexibility of those hours. The determination will take into account the location of the business and the specific needs of the business, the clients and Employees. Variation to standard office hours must be agreed with the manager and should be

reviewed on a regular basis to ensure the needs of the business, clients and Employees continue to be met.

- e) Notwithstanding subclause ('c') and ('d') Employees on an agreed 'Work from Home' arrangement may determine an alternate hour's arrangement which must be approved by their manager.
- f) All Employees may be required to work reasonable additional hours to meet the requirements of their position, clients and emergency situations. Reasonable additional hours are considered to be part of the time to complete the standard requirements of a position; address urgent client's needs and address emergency situations. All Employees will work together to minimise such additional hours. Additional hours must be approved by the manager/supervisor to ensure they are aware of changes to workload. Where an Employee is required to work significant additional hours in a particular period, time in lieu may be granted at the discretion of the relevant manager/supervisor. Alternatively, significant additional hours may count towards Flexible Leave at the discretion of the relevant manager/supervisor.
- g) Employees' annual salaries take the requirement to work additional hours into account whether additional hours are worked or not. Overtime penalties do not apply.
- h) Notwithstanding these provisions, Employees in positions above 500 Hay points shall be excluded from the operation of this clause and shall work the hours required of their position.
- i) Notwithstanding subclause 'a' to 'g', additional payments for additional hours worked may be considered in exceptional circumstances such as in the event of a catastrophe or emergency resulting in a significant number of additional insurance claims of WFI. These situations may require some Employees to work significantly more than the normal routine business requirement. The Chief Executive Officer will determine if circumstances merit evocation of this clause.

If the Chief Executive Officer deems an event an emergency or catastrophe situation, the relevant Executive Manager or Human Resources Manager may approve additional payments for additional hours worked on a case by case basis for Employees. In such circumstances, Employees will be paid at the rate of time and one (1) half for additional hours worked on week days and double time on Saturdays, Sundays and public holidays. Employees will be paid for a minimum of three (3) hours work on Saturdays, Sundays or Public Holidays.
- j) The persons bound by this Agreement agree to monitor the application of subclause (f) above and commit to discussing any issues arising out of its application in accordance with clause 27 Dispute Resolution.
- k) Employees should not work more than five (five) hours without a meal break of at least 30 minutes.

10) FLEXIBLE LEAVE

- a) This provision applies when an Employee has a personal or private business appointment that cannot be arranged outside normal working hours, (eg: optometrist's appointment, dental appointment, an appointment with their bank manager), that is not as a result of Personal leave i.e. sick or carer's leave, etc.

Such circumstances are not classified as Personal Leave and generally can be arranged in advance at times that would minimise the disruption to the business.

- b) Time off in such situations will be granted by the reporting manager on a "make-up" basis as long as reasonable notice is given and the absence will not disrupt the business. Such time off will be "made-up" by starting early, finishing late and/or taking a reduced lunch break.

This flexible arrangement is based on mutual agreement and trust between the Employee and their manager.

11) SHIFT WORK

- a) Where an Employee is required to work a rostered shift they will be paid a shift penalty calculated on the Employee's normal rate, for all hours worked on the shift in the following proportions:
- i) Morning shift where the shift commences before 6am and finishes at or before 4pm will be paid on ordinary rates plus 12.5% for all hours worked on the shift.
 - ii) Afternoon shift where the shift commences before 6pm and finishes at or before twelve (12) midnight will be paid on ordinary rates plus 20% for all hours worked on the shift
 - iii) Night shift where the shift commences before twelve (12) midnight and finishes at or before 6am will be paid on ordinary rates plus 25% for all hours worked on the shift.
 - iv) Day shift where the shift commences at or after 6am and before 7am, and finishes before 6pm, will be paid ordinary rates plus 5% for all hours worked on the shift.
- b) All hours worked on shift will be paid at an Employee's normal rate plus the appropriate penalty rate as outlined above.
- c) An Employer must give at least 48 hours notice of a change to a rostered shift unless occasioned by an emergency or an absence of a shift worker.
- d) Employees on a continuous shift roster which requires work on Sundays and public holidays as part of their ordinary hours must be allowed, after twelve (12) months' continuous service on this roster, one (1) additional week's annual leave.

- e) There must be at least a twelve (12) hour interval between the finish of a rostered shift and the commencement of the next shift.
- f) Should the above mentioned shift arrangements not meet the needs of the business, an independent shift arrangement may be developed and determined with the individuals involved. This arrangement must be agreed to by the WFI executive. Any such arrangement must provide satisfactory business coverage and service and the individuals involved must be adequately compensated. Any such arrangement will be reviewed on an annual basis.

12) CLASSIFICATION AND REMUNERATION

- a) WFI commit to tailoring the grading, remuneration and performance management systems to meet WFI's specific organisational and business needs. In particular, every Employee is to receive reward and remuneration relative to other reward and remuneration arrangements throughout the company.

b) Classification

- i) The Hay Remuneration System applies to all positions in WFI.
- ii) Information regarding the Hay Remuneration System will be readily accessible.
- iii) Position descriptions, developed by Employees and their managers will be regularly reviewed.

c) Performance Pay

- i) Goals and standards for the individual and the team will be developed and set participatively and consistently with the WFI Corporate Plan.
- ii) The Performance Review procedure will include:
 - An assessment review of performance;
 - Identification of career planning and training needs which will be linked to a training plan;
 - Periodic reviews, with an annual review linked to pay;
 - Sign off and receipt, by Employees of the final copy of their annual performance review document;
 - Training of all Employees in the Performance Review process.
- iii) The persons bound by this Agreement will continually review and monitor the Performance Review System to ensure that it remains relevant to the needs of the business and the Employees.

d) Salary Reviews

- i) WFI is committed to annual performance linked salary reviews with salary levels being set competitively with the Insurance Industry in order to attract and retain Employees. The setting of salary levels will take into account salary movements in the industry (using relevant salary surveys eg: CSI), movement in the Consumer Price Index and the overall performance of the company.
- ii) Salary reviews will be conducted each August/September with the new salaries being applicable from 1 October.

e) Payment of Salaries

- i) Unless otherwise prescribed, salaries will be released fortnightly every second Wednesday. Should a public holiday fall on a Wednesday release day or Friday of the pay week salaries will be released the day prior to the normal Wednesday release day. The fortnightly salary will be 1/26 of the Employee's actual annual salary paid two (2) weeks in arrears by electronic transfer into an account nominated by the Employee.

f) Salary Setting

- i) The minimum salary in any job range for all Employees other than casuals, trainees/apprentices, supported wage Employees or Employees under 21 years of age, will be between 85% and 90% of the range for the position at commencement and subject to satisfactory performance, will be 90% of the range for the position within six (6) months of the person commencing in the position.
- ii) Salaries take into account all entitlements including but not limited to annual leave loading, overtime and allowances unless otherwise prescribed in this Agreement.
- iii) Junior rates for Employees under 18 years of age will be paid at or will commence on the 18 years of age rate.
- iv) Salaries for Employees under 21 years of age are fixed percentages of salary rates prescribed for each of the jobs in which these age rates are appointed. These percentages are a minimum of:
 - 18 years 70% of 90% of the mid point;
 - 19 years 80% of 90% of the mid point; and
 - 20 years 90% of 90% of the mid point.
- v) Trainees Employed directly by WFI rather than sponsored by WFI through a traineeship agreement, whose employment is the direct result of offering a traineeship position, and who are not attached to an established position, will be paid in accordance with the National Training Wage Award 2000.
- vi) Employees who, because of the effects of a disability, are eligible for a supported wage will be paid in accordance with Appendix 1 of this Agreement.

g) Casual Employee Pay Rates

- i) Casuals will be paid an hourly rate determined in accordance with this clause, plus a 25% loading. The 25% loading is in lieu of annual leave, personal leave and public holiday provisions and to compensate for the nature of casual employment.
- ii) Casual Employees will be paid at either of the following rates:
 - (1) Casual Employee Level 1 - \$14.92 per hour, plus 25% casual loading
 - (2) Casual Employee Level 2 - \$15.41 per hour, plus 25% casual loading
- iii) Casual Rates will be increased each year as per Clause 12(d) Classification and Remuneration, Salary Reviews.
- iv) An assessment to determine if the Casual Employee will be paid at Level 1 or Level 2 will be made by the Employee's Manager and/or Human Resources by determining if the primary duties to be performed by the casual are aligned with a Level 1 or Level 2 position. Descriptors for Casual Employee Level One and Level Two are referred to in Appendix 1 to this Agreement.
- v) Exceptions to payment of casuals at the rates prescribed above are as follows:
 - (1) Casual Employees performing duties not primarily of the nature set out in the Appendix 2 will be paid at the appropriate hourly rate for the position they are performing, determined in accordance with Clause 12 Classification and Remuneration, plus 25% casual loading. The hourly rate will be calculated by dividing the appropriate annual salary by 52 and then by 37.5 hours per week.
 - (2) Employees returning on a temporary basis from Parental or Childcare leave for a period of less than five (5) days will be paid at the hourly rate for the position they are performing, plus 25% casual loading. No leave will accrue during this period.

13) SUPERANNUATION

- a) The company will contribute to a complying superannuation fund of an Employee's choice an amount determined by the Employee within the statutory minimums and maximums.
- b) For Employees not employed on a Fixed Annual Remuneration basis of employment contract, WFI will make Employer superannuation contributions of a minimum of 10% of the relevant base salary.

14) WORKERS COMPENSATION

- a) If an Employee sustains an injury which qualifies the Employee for compensation under relevant workers' compensation legislation in force in the state or territory of Australia in which the Employee works, the Employee will be entitled to make-up pay for the period of absence associated with the injury subject to clause 14(c).
- b) Make-up pay means a payment by the Employer of an amount representing the difference between the amount of monetary compensation being received by the Employee and the salary rate applicable to the Employee.
- c) Make-up pay under this clause will be payable for a maximum period or aggregate of periods of 26 weeks from the date of the commencement of the absence in respect of incapacity arising from a particular injury.
- d) The employment of the Employee will not be terminated within one (1) year of the injury occurrence date on the grounds of the incapacity or in order to avoid payment of make-up pay.

15) ALLOWANCES

a) Higher Duties Allowance

Where an Employee is required to act in a position which is senior to their current position, the Employee may be paid a higher duties allowance. This allowance will only be payable where the Employee performs the full or great majority of duties of the position on a consecutive basis for twenty (20) working days or more, and should be agreed in advance.

The higher duties will be paid by calculating the salary difference between the Employee's current salary and the 90% of the mid point of the position the Employee will be acting in. This difference will then be translated into a daily rate and added to the Employee's normal salary for each day worked in the more senior position.

b) Relocation and Removal - Reimbursement of Expenses

- i) An Employee who is required to transfer and relocate their residence as a result of an Employer initiated transfer will be entitled to reimbursement of relocation and removal expenses to an approved amount. Any payment made in the case of Employees transferred at their own request shall be at the discretion of the Employer.
- ii) The WFI Relocation and Removal Policy, contained within the WFI Human Resources Policy and Procedures Manual, outlines which costs incurred in the relocation and removal WFI will reimburse the Employee, by way of an allowance.

c) Use of private vehicle for work purposes

Reimbursement for authorised incidental use of an Employee's private vehicle will be as per the WFI Expense and Reimbursements Policy.

d) On Call Allowance

- i) Employees may be required to be 'on call' to respond to business needs outside of standard working hours. In these instances the Employer shall provide the Employee with written advice that they are 'on call' for a specified period of time and may need to be recalled to work, or to respond to work issues, outside of normal hours.
- ii) On call arrangement must be pre-arranged and will not be paid retrospectively.
- iii) Whilst on call, Employees must remain within one (1) hour's drive from their place of work, remain fit for work, be contactable by a specified electronic means e.g. mobile phone and respond immediately to the call.
- iv) On call services and rates will be determined with the individual(s) concerned. Rates will be reviewed on an annual basis.

16) PART TIME AND JOB SHARE EMPLOYMENT

- a) "Part-time Employee" means an Employee working less than 150 hours per four (4) week cycle and less than 1950 hours per year.
- b) "Job-share Employee" means an Employee working less than 150 hours per four (4) week cycle and less than 1950 hours per year but sharing a position with another job sharer who works the other proportion of hours to make up one (1) full time job.
- c) Part-time and Job share Employees shall be paid a minimum hourly rate calculated by, dividing the appropriate annual full time equivalent salary for the position by 1950 hours, and then multiplying this by the number of ordinary hours to be worked per annum by the Part-time or Job-share Employee. This will determine the pro rata equivalent to a full time position.
- d) A Part-time and Job share Employee shall be entitled to payment in respect of annual leave, personal leave, and all other authorised leave on a proportional basis.
- e) Part-time and Job share Employees shall be entitled to equal access to all training and promotional opportunities as is provided to full time Employees.
- f) A Full-time Employee who converts to Part-time or Job share employment shall transfer all accrued entitlement and legislative entitlements and his/her employment shall be deemed to be continuous. Any Part time Employee who has transferred from full time employment shall have the right to take their accrued full time annual leave entitlements at the full time rate until those entitlements are exhausted.
- g) A Full-time Employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the Employer. Such agreement shall be recorded in writing.
- h) Request for part time or job share work will be considered on a case by case basis by WFI. Employees wishing to make such requests should refer

to the WFI Policy and Procedures Manual for the WFI procedure 'Flexible Work Arrangements'.

17) CASUAL EMPLOYMENT

WFI may employ persons on a casual basis in appropriate circumstances.

Unless otherwise prescribed the terms of this Agreement will apply to Employees employed on a casual basis. However:

- a) the contract of employment shall be on an hourly basis with a minimum of three (3) hours on each occasion the Employee is required to work;
- b) the 25% loading paid to casuals is in lieu of annual leave, personal leave and public holiday provisions and to compensate for the nature of casual employment.

18) EMPLOYEE DEVELOPMENT AND TRAINING

- a) Employees will complete the necessary training, in the relevant location of the training, required by WFI in order to meet the competency requirements and regulatory requirement associated with the Employee's position.
- b) In order to ensure that Employee's skills are maintained and development needs are met, Employee development and training requirements are to be incorporated into the performance management process.
- c) Where relevant to the Employee's development and training needs, study assistance is to be provided by way of:
- d) Agreed time off to attend classes and exams
- e) Financial assistance as agreed.
- f) The standard induction program, developed utilising input from Employees at all levels of the organisation, will be maintained.

19) PUBLIC HOLIDAYS

- a) The following days, or their nominated substitutes, as prescribed by a State Act of Parliament or State Proclamation or in the relevant States, Territories and localities, are to be observed as Public Holidays under this Agreement:

New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day, Australia Day, Anzac Day, Queen's Birthday and Labour Day.

- b) In addition to the public holidays listed above, the following shall apply in the relevant State or Territory:
 - New South Wales: August Bank Holiday
 - Victoria: Melbourne Cup Day in Melbourne metropolitan areas only
 - Queensland: Brisbane Royal National Show Day in Brisbane metropolitan areas only
 - South Australia: Adelaide Cup Day

- Western Australia: Foundation Day
 - Tasmania: Easter Bank Holiday
 - Australian Capital Territory: August Bank Holiday
 - Northern Territory: Picnic Day
- c) Where in a locality a day is generally observed in substitution for any of the above days then that day will be observed as a holiday in that locality.
 - d) 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 listed above that day will be the holiday for the purposes of this Agreement in lieu of the day specified.
 - e) If due to the needs of the team and its clients an Employee is required and able to work on a public holiday they may elect to substitute, by agreement, another day off during the year in lieu of receiving additional payment for working on the public holiday. Such substitution shall be on a day-for-day basis.
 - f) If an Employee works on a public holiday and elects for payment rather than substituting time off in lieu on an alternative day, payment will be made at the Employee's normal rate for the hours worked, plus time and one (1) half for each hour worked.
 - g) Employees will be paid for a minimum of three (3) hours work if required to work on a Public holiday.

20) ANNUAL LEAVE

- a) Employees are entitled to accrue annual leave in accordance with the WR Act, at the rate of 1/13 of the number of ordinary hours worked during each four (4) week period (equivalent to four (4) weeks per annum or 150 ordinary hours). Annual leave is accrued for each completed four (4) week period of continuous service with the Employer and credited monthly.
- b) Time not worked due to annual leave, sick/carer's leave, compassionate/ bereavement leave, jury service and public holidays will count as continuous service for the purpose of this clause.
- c) Annual leave will be granted and taken at a time agreed between the Employer and the Employee. If an Employee accumulates more than 40 days of annual leave the Company may direct you to take annual leave.
- d) Annual leave loading is incorporated into the annual salary and will not be paid separately or shown as a separate figure on payslips.
- e) Accrued annual leave entitlements should not exceed 40 days at any time. Leave should be taken within twelve (12) months of falling due, at a mutually convenient time agreed between the Employee and the manager. If agreement is not reached, the leave will be taken as directed by the Employer provided at least two (2) months notice is given of the date upon which the leave is to commence.

- f) Payment in lieu of leave (i.e. cashing out) is not normally permitted, except on termination or transfer to another business unit. In extraordinary circumstances (eg: accrual above 300 hours, financial hardship), an Employee may request to cash-out up to two (2) weeks of their fully accrued annual leave entitlement every twelve (12) months.
- g) A "Leave Application" must be completed, approved by the manager/supervisor and forwarded to the Human Resources Department prior to any annual leave being taken.
- h) The annual leave prescribed by this clause is exclusive of any of the gazetted public holidays. If a public holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day the day's leave will be re-added back onto the leave balance of the Employee.
- i) Annual leave may be granted in advance at a Manager's discretion as long as the Employee has a pro-rata entitlement equal to the amount of leave for which the Employee has applied.
- j) In exceptional circumstances, if the Employee does not have sufficient accrual of annual leave, and taking into account consideration of the business needs, leave without pay may be granted on approval from the Human Resources Department. Application for leave without pay is required 90 days prior to the leave being taken (except for in emergency circumstances).
- k) An Employee may elect, with the consent of the Employer to take annual leave in single day periods or part of a single day not exceeding a total of ten (10) days in any calendar year at a time agreed between them.
- l) When annual leave and long service leave are taken during the same leave period, annual leave entitlements will be deducted from the entitlement before the long service leave entitlement is deducted.

21) LONG SERVICE LEAVE

- a) The Employer recognises that Employees may be entitled to long service leave under applicable legislation as amended from time to time (in WA, pursuant to the Long Service Leave Act 1958 (WA) (LSL Act)), each Employee is currently entitled to thirteen (13) weeks' long service leave on the completion of fifteen (15) years continuous employment and thereafter an additional four (4) and one-third weeks' leave on completion of each additional five (5) years of continuous employment.
- b) In accordance with the LSL Act, this provision recognises an Employee's opportunity to access long service leave on a pro-rata basis after ten (10) year's continuous employment with the Company.
- c) An Employee, having completed ten (10) year's continuous employment, may request to take an amount of long service leave up to their pro-rata entitlement provided that such leave is of at least four (4) weeks duration and is taken at a time mutually agreed between the Employee and their manager.

- d) Payment for leave taken, or payment upon termination, is to be at the rate of pay at the time of payment. Payment upon termination, of the long service leave entitlement, is only available after an Employee completes ten (10) year's continuous employment.
- e) If an Employee's employment is terminated after ten (10) years' continuous employment, other than on the grounds of serious misconduct, the Employee will be entitled to payment in lieu of such long service leave, pro rata or fully accrued, less any long service leave that has already been granted and taken by the Employee.
- f) Long service leave should be taken within a reasonable time after the entitlement date, generally within three (3) years of falling due at a mutually convenient time agreed between the Employee and the manager. If there is any accrued leave after that time a clearance plan should be implemented, and the company may direct the Employee to take the leave. However if the Employee is within five (5) years of planned retirement, the entitlement may accrue until termination.
- g) Long service leave should normally be taken in one (1) continuous period, but in appropriate circumstances it may be taken in up to three (3) periods.
- h) Payment in lieu of leave (i.e. cashing out) is not permitted except on termination. In extraordinary circumstances (eg: excessive accrual, financial hardship) and subject to compliance with relevant state legislation, the Divisional Managing Director may approve payment in lieu of long service leave.
- i) A "Leave Application" must be completed, approved by the manager and forwarded to the Human Resources Department prior to any long service leave being taken.
- j) Any period of long service leave shall be inclusive of any public holiday falling therein but shall not be inclusive of any period of annual leave.
- k) Unless approved by WFI, any Employee who engages in any employment for hire or reward during any period when such Employee is on long service leave will forfeit the Employee's right to payment for long service leave for such period of employment and, if already paid for such period, will repay to the Employer by whom such long service leave payment had been made the amount the Employee has received in respect of such period of long service leave.

22) PERSONAL LEAVE

a) General Entitlements for Personal Leave - Sick and Carer's Leave

- i) Full-time Employees are entitled to accrue ten (10) days (75 ordinary hours) personal/carer's leave per twelve (12) months of completed service in accordance with the WR Act and this clause. Part time Employees are entitled to a pro-rata entitlement based on the average number of nominal hours worked per week up to a maximum of 37.5.
- ii) Subject to the WR Act and this clause, an Employee's entitlement to personal/carer's leave accrues on a pro-rata basis at the rate of 1/26

of the number of ordinary hours worked during each four (4) week period of continuous service with WFI and is credited on a monthly basis. Personal/carer's leave does not accrue during any periods of unpaid leave/absences, or during periods of workers compensation.

- iii) Paid personal/carer's leave is cumulative, provided that an Employee is only entitled to take in accordance with this clause that leave which has been credited to the Employee. Where an Employee is entitled to paid personal/carer's leave the Employee will be paid the amount they would have reasonably expected to be paid had they worked during that period.
- iv) The provisions of this clause with respect to payment do not apply in respect of an Employee who is receiving worker's compensation.
- v) WFI reserves the right to extend the period of paid leave after any personal leave entitlement has been exhausted.

b) Sick Leave Conditions

- i) If an Employee is unable to attend or remain at their place of employment during the ordinary hours of work, for reasons of personal illness or injury, the Employee shall be entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from an Employee's accrued entitlement to personal/carer's leave.
- ii) To be entitled to sick leave an Employee must personally advise their direct supervisor as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever possible the Employee should provide such advice as early as possible prior to the commencement of their work day and indicate the expected duration of their absence.
- iii) Following two (2) single day (or shorter) absences and/or any absences greater than two (2) consecutive days and/or absences that are immediately prior to or following a weekend or public holiday, due to personal illness or injury, an Employee must provide a medical certificate, indicating that he or she is/was/will be unfit for work during the period because of personal illness or injury. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to the Employer as soon as reasonably practical.
- iv) WFI reserves the right to refer any Employee for an independent medical opinion at WFI's expense.
- v) When an Employee has taken more than a reasonable amount of sick leave, WFI will initiate discussions with the Employee to ensure that the level of sick leave does not impact on their job performance.
- vi) Periods of absence to attend pre-arranged medical/doctors appointments will be considered as sick leave and covered under this clause. However where possible these appointments should be arranged in advance at times that would minimise the disruption to the business. WFI may request evidence of such an appointment.

- vii) Absences due to cosmetic surgery will not be considered as sick leave and will not be covered by Personal Leave entitlements.
- viii) If whilst on annual leave an Employee is incapacitated and therefore immobile or confined to hospital or home due to illness or injury for a period of greater than five (5) consecutive days and is unable to enjoy the benefits of annual leave then the period of such incapacity may be recorded as Personal Leave and annual leave can be re-credited. A medical certificate showing proof of incapacity must be forwarded to the Employer at the time of the incapacity.

c) Carer's Leave Conditions

- i) Carer's leave is paid or unpaid leave taken to provide care and support to a member of an Employee's immediate family or household because of:
 - (1) Personal illness or injury of the member; or
 - (2) An unexpected emergency affecting the member.
- ii) For the purpose of this clause:
 - (1) "immediate family" means:
 - an Employee's spouse, child (including adult child), parent, grandparent, grandchild, or sibling;
 - or a child (including adult child), parent, grandparent, grandchild, or sibling of an Employee's spouse.
 - (2) "spouse" includes current spouse or de facto spouse.
- iii) Paid carer's leave is deducted from an Employee's accrued personal/carer's leave. However the maximum amount of paid carer's leave an Employee is entitled to take in any twelve (12) month period is 1/26 of the nominal hours worked by the Employee during that period. For a Full time Employee this equates to a maximum of ten (10) days.
- iv) Employees (including Casual Employees) are entitled to a period of up to two (2) days unpaid carer's leave per occasion specified in subclause (c)(i). The unpaid leave of up to two (2) days is to be taken as a single unbroken period, unless otherwise agreed between the Employee and the Employer. Full-time and Part time Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- v) To be entitled to carer's leave (either paid or unpaid) an Employee must personally advise their supervisor soon as reasonably practical of their inability to attend work in order to provide care and support. Whenever possible the Employee should provide advice as early as possible prior to the commencement of their work day and indicate the expected duration of the absence.
- vi) Carer's leave is only available to one (1) carer of the affected immediate family/household at any one time.

- vii) After two (2) single days absence, and/or after two (2) consecutive days absence and/or when the absence falls either end of a weekend or public holiday in any twelve (12) month period, an Employee must provide either of the following:
- (1) In the case of personal illness or injury of a member of the Employee's immediate family or household:
 - A medical certificate indicating that a member of the Employee's immediate family or household has, had or will have a personal illness or injury during a period of the leave; or
 - a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.
 - (2) In the case of an unexpected emergency, a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting the member.
- viii) The Employer may require an Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person for which the Employee is taking carer's leave to provide care and support.

23) COMPASSIONATE LEAVE

- a) Subject to the WR Act, an Employee is entitled to take up to two (2) days paid compassionate leave per occasion 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
 - i) Has a personal illness, or injury, that poses a serious threat to his or her life; or
 - ii) After the death of a member of the Employee's immediate family or a member of the Employee's household.
- b) WFI may at its discretion approve additional compassionate leave on a case-by-case basis and may also extend this coverage to personal and close family friends.
- c) WFI may also approve additional leave of one (1) working day for the purposes of travel from the Employee's usual place of residence to attend a funeral.
- d) If requested the Employee must provide satisfactory evidence of the death or serious illness or injury of a member of the Employee's immediate family or household.

24) PARENTAL AND CHILD CARE LEAVE

Subject to the terms of the WR Act and this clause, Employees are entitled to maternity, paternity and adoption leave.

WFI recognises the value of Employees and encourages their return to work and continuation of employment following parental and child care leave.

a) Parental Leave

The Parental Leave provisions of the WR Act 1996 will apply to Employees under this Agreement.

i) Paid Parental-- Leave

- (1) WFI will provide as paid parental leave up to eight (8) weeks' of the parental leave taken by an Employee subject to the following conditions:
 - i. Employees must be permanent Full time or Part time/Job share Employees. Casual Employees are not eligible for paid parental leave.
 - ii. Employees must have at least two (2) years of continuous service, upon commencement of Parental leave, to qualify for paid parental leave on the first occasion.
 - iii. Employees who have previously received the parental leave payment but have returned to work must complete a further one (1) year's continuous service to be eligible for any subsequent paid parental leave.
 - iv. The Employee must be the primary care giver for the entire duration of the leave taken in order for parental leave to be paid.
 - v. If less than eight (8) weeks' parental leave is taken, the Employee will receive the equivalent payment as the amount of leave taken (e.g. if the Employee only takes six (6) weeks parental leave they will receive six (6) weeks rather than eight (8) weeks pay).
- (2) The parental leave payment will be calculated and paid at the Employee's normal salary rate or a pro rata equivalent for part-time/job share Employees. The payment will consist of two (2) portions paid under the following terms:
 - i. The first portion will comprise of half the paid Parental leave entitlement, paid in two (2) instalments at the commencement of the Parental leave, in accordance with the ordinary hours the Employee is working upon commencement of parental leave. Employees may request for this portion to be made in part payments (eg: paid over eight (8) weeks at half pay).
 - ii. Notwithstanding subclause iv below, the second portion will comprise of the remaining half of the paid parental leave

entitlement paid in one (1) single instalment upon return to work from parental leave. This will be paid in accordance with the ordinary hours the Employee is working upon return from parental leave.

- iii. Payment to Employees taking less than eight (8) weeks parental leave will be calculated using the same principles (i.e. half at commencement and half on return).
- iv. Employees who elect to take Child care leave, following parental Leave, will forfeit the second portion of the parental leave payment.
- v. Employees who terminate their employment within six (6) months of returning to work after parental leave, and who have received the second portion of paid parental leave must reimburse the Employer the second portion of the payment in full.
- vi. Paid parental leave will not be considered for the purposes of continuous service and leave will not accrue during this period.

b) Child Care Leave

In addition to the current Parental Leave entitlement, Employees may take Childcare Leave. Childcare Leave is an additional twelve (12) months leave available to any Employee who has taken a period of Parental Leave.

The conditions applying to Childcare Leave differ slightly from Parental Leave conditions and will be detailed separately in the Human Resources Policy and Procedures Manual.

c) Parental and Childcare Leave Conditions

Parental and Childcare Leave can be taken as follows:

i) Period of Leave

- (1) Eligible Employees are allowed to take up to a two (2) year continuous period comprising twelve (12) months Parental Leave (maternity, paternity and adoption leave as per current legislation) in conjunction with an additional twelve (12) months Childcare Leave subject to conditions outlined in this Agreement and the WR Act 1996.
- (2) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks if taking Parental leave or 104 weeks if taking the combined Parental and Childcare Leave less any amount equal to the total amount of related authorised leave taken before or after the Parental leave. Employees are entitled to a maximum two (2) years leave per confinement.

- (3) The provisions of this clause apply to Full time, Part time and eligible Casual Employees, but do not apply to other Casual Employees.

ii) Eligible Casual Employees

- (1) An eligible Casual Employee means a Casual Employee employed on a regular and systematic basis for several periods of employment for an ongoing period of at least twelve (12) months; and who has, but for the parental leave, a reasonable expectation of ongoing employment.
- (2) For the purposes of this clause, continuous service is work for the Employer on a regular and systematic basis (including any period of authorised leave or absence).
- (3) WFI must not fail to re-engage a Casual Employee because:
 - vii. the Employee or Employee's spouse is pregnant; or
 - viii. the Employee is or has been immediately absent on parental leave.

The rights of WFI to engage and re-engage Casual Employees are not affected, other than in accordance with this clause.

iii) Simultaneous taking of leave

Parental leave is to be available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (1) Unpaid maternity and/or paternity leave, an unbroken period of up to one (1) week at the time of the birth of the child; or
- (2) Unpaid adoption leave in, an unbroken period of up to three (3) weeks at the time of placement of the child.

Employees may request to extend the period of simultaneous unpaid parental leave provided for up to a maximum of eight (8) weeks.

iv) Untaken Leave

Untaken periods of childcare or parental leave are not cumulative. As per the current Parental Leave entitlement any leave not taken is lost. Whilst the birth of a second or subsequent child will cancel out any period of Childcare Leave not already taken from the first entitlement, an Employee would be eligible for a further period of Childcare Leave.

v) Maintenance of Skills

- (1) Where necessary, Employees on leave may be requested to participate in training courses to update their knowledge of current technology used by the company and significant product changes etc.
- (2) Such attendance will not apply where it may impact adversely on the health of the Employee or child. The Employee will be entitled to receive at least one (1) months notice of such training

programs and be paid their normal rate of pay for the period of attendance.

- (3) Where the attendance is impractical, arrangements will be made for the Employee to attend an alternative program.

vi) Temporary Return to Work During Parental and/or Child Care Leave

- (1) By agreement between the Employee and their manager, the Employee may return to work for periods not exceeding 20 working days to cover for permanent Employees on annual leave or attending training programs etc.
- (2) Where the period of work is for five (5) days or more, and the Employee is performing the same job as they did prior to taking parental leave, the Employee will receive the rate of pay they were being paid at the time their Parental leave commenced. Any such period of work will count towards continuous service and accruals for annual and long service leave purposes.
- (3) Where the period of work is for less than five (5) days and the Employee is performing either the same job as they did prior to taking Parental leave, or an alternative job, the Employee will be paid the applicable hourly rate for the job they have returned to perform, at 90% of the midpoint, plus casual loading. Such periods will not count for continuous service or leave accruals.
- (4) Nothing in the abovementioned clauses Maintenance of Skills and Temporary Return to Work During Parental and/or Childcare Leave shall impact on the Employee's ongoing parental/childcare leave entitlements.

vii) Return to Work at the Completion of the Parental/Childcare Leave Period

- (1) An Employee may request to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Employee in reconciling work and parental responsibilities. WFI will consider such requests in line with the WFI procedure 'Flexible Work Arrangements'.
- (2) An Employee will notify WFI of their intention to return to work after a period of parental/child care leave at least four (4) weeks prior to the expiration of the leave.
- (3) If the Employee is returning to work on a full time basis after parental leave the Employee will be entitled to the position which they held immediately before proceeding on leave. Where such position no longer exists but there are other positions available which the Employee is qualified for and is able to perform, the Employee will be entitled to a position nearest in status and pay to that of their former position.
- (4) If the Employee is returning to work after Child care leave and/or on a part time or job share basis, the Employee will be entitled to

a position nearest in status and pay to that of their former position.

viii) Variation of period of Parental Leave

- (1) Unless agreed otherwise by WFI and the Employee, an Employee may by agreement with WFI shorten or lengthen the period of parental leave on one (1) occasion. The Employee must request this change at least 14 days prior to the commencement of the changed arrangements.

ix) Communication during Parental Leave

- (1) Where an Employee is on parental or childcare leave and a definite decision has been made to introduce significant change at the workplace WFI shall take reasonable steps to:
 - i. Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing leave; and
 - ii. Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (2) The Employee shall take reasonable steps to inform WFI about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (3) The Employee shall also notify WFI of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

25) JURY SERVICE

- a) Any permanent Employee required to attend for jury service during the ordinary working hours shall be reimbursed by WFI an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of salary that would have been received in respect of the ordinary time that would have been worked had the Employee not been on jury service.
- b) An Employee shall notify WFI as soon as possible of the date upon which attendance for jury service is required. Further, the Employee shall give WFI proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

26) REDUNDANCY

- a) Where employment is terminated due to bona fide redundancy and a suitable alternative position is not offered to the Employee, the Employee shall receive:
- i) Eight (8) weeks notice or payment in lieu, at the discretion of WFI (including any period of notice under clause 8)c)i) and;
 - ii) Three (3) weeks pay per year of service (pro-rata for part years, and up to a maximum payment of 65 weeks).
- b) The persons bound by this Agreement agree that these conditions will not be used as a precedent within the Wesfarmers Group.
- c) Pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
- Additional payments in respect of additional hours;
 - Superannuation for all positions not based on Fixed Annual Remuneration
 - Penalty rates;
 - All allowances;
 - Special rates;
 - Bonuses; and
 - Any other ancillary payments of a like nature.

d) Transfer to lower paid duties

Where an Employee, rather than terminate employment by way of redundancy, elects to transfer to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. The Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

e) Employee leaving during notice period

- i) An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 8(c) Contract of Employment, Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under the notice provision clause had they remained with WFI until the expiry of the notice, but will not be entitled to payment in lieu of notice set out in the Redundancy Clause.
- ii) During the period of notice of termination given by the Employer, an Employee shall be allowed time off to attend interviews or outplacement appointments without loss of pay during each week of notice for the purpose of seeking other employment. The Employee

shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

f) Employees to which this clause does not apply

This clause does not apply Employees who are:

- Terminated on the grounds of serious misconduct that justifies dismissal without notice;
- Subject to a period of probation;
- Apprentices;
- Trainees on a traineeship arrangement;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

g) Transmission of Business

- i) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- ii) The provisions of this clause are not applicable where WFI is before or after the date of this Agreement, transmitted from Wesfarmers Limited (in this subclause called the transmitter) to another Employer (in this subclause called the transmittee), in any of the following circumstances:
 - (1) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee; or
 - (2) Where the Employee rejects an offer of employment with the transmittee:
 - (a) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
 - (b) which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

27) DISPUTE RESOLUTION PROCEDURE

a) Prevention

- i) WFI is committed to provide appropriate training and process to minimise the emergence of issues that could give rise to disputes and to resolving any issues close to the source.
- ii) There will be an open door policy so that an Employee can be free to take an issue up at a higher level if they cannot resolve it with their immediate manager.

b) Procedure

- i) If there is a dispute, the following procedure must be followed:
 - (1) The Employee should discuss the problem first with their team leader or immediate supervisor to resolve the matter. (Time must be set aside and any facts fully investigated to ensure that the Employee receives a specific response within a reasonable time).
 - (2) If they cannot resolve the matter, the Employee may raise it with the manager's manager, or another Employee identified as available to assist with resolving local difficulties (such as a contact officer or a member of the Human Resources Department), or both.
 - (3) If the matter is not resolved, it should be considered by a member of the WFI Executive and if requested by the Employee a representative of their choice.
 - (4) If the dispute is still unresolved, the Employee involved (and their nominated representative if they have one) and the Employer may agree upon an independent mediator and refer the issues for mediation.
 - (5) If no agreement is reached at this stage, the issue may be referred to the Australian Industrial Relations Commission, or an alternative dispute resolution provider, for conciliation and if necessary, where the Employee involved (and/or their nominated representative if they have one) and the Employer agree, for arbitration.

c) Work to Continue

While 27(b)(i)1-5 are being pursued, work must continue, without affecting the rights of either the Employees or WFI adversely. Employees are entitled to approach representatives of their choosing for advice or assistance.

Signed on Behalf of Wesfarmers
Federation Insurance Limited
ACN NO 009 027 221

Date

APPENDIX 1

"Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 12(f)(vi) %	% of prescribed position rate of 90% of midpoint %
10*	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

(Provided that the minimum amount payable shall be not less than \$62 per week).

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

APPENDIX 2

Job Descriptors: Casual Level 1 & 2 Positions

1.1 Casual Level 1

1.1.1 Typical purpose/responsibilities

To carry out general clerical and related work: eg. processing (claims, underwriting alterations, etc.), reconciliation (data input, preparation and output, etc.), telephone (general enquiries/requests for information and resultant sales), typing, and/or operation of equipment.

Usually part of a team performing similar work and reporting to a supervisor or team leader in the same specialty. No formal responsibility for the work of others but may assist in work familiarisation of newcomers.

1.1.2 Typical activities

- Process/issue standard non-complex documentation (including relevant recording and simple correspondence) relating to uncontentious policy matters involving little or no personal discretion on the part of the job holder.
- Prepare cheques/payments/invoices.
- High volume data input.
- Prepare standard/regular reports (eg. weekly payments summary).
- Check/cross-reference/record information and correct as authorised.
- Receive, pay out, and record cash transactions.
- Provide relevant information in response to telephone/written enquiries.
- Provide straightforward typing/word processing support such as letters, memos, and cheques.
- Operate and/or control one (1) or two (2) specific pieces of machinery or equipment.
- May include basic administration duties, as appropriate.
- Other duties similar to those above as required.

1.1.3 Typical background requirements

- Competence in English and Maths typical of Year 11 or 12 school leaver; plus 3-9 months' work experience and training in relevant clerical skills.
- May require a high level of dexterity/keyboard skills.

1.2 Casual Level 2: (CLERICAL)

1.2.1 Typical purpose/responsibilities

To carry out more complex duties or duties which require the exercise of more discretion than at level 1 and/or act as a reference point to other team members in dealing with queries. May have some formal responsibility for the team (but not responsible for performance reviews/disciplinary action) and may be responsible for training, and checking and allocating their work.

1.2.2 Typical activities

- As Level 1 but concerned with more difficult/complex operations/casework (eg. in issuing policy documentation involving non-standard terms/ conditions or initial determination of liability in disputed cases) requiring an element of discretion on the part of the job holder.
- Help more junior colleagues with more difficult operations/cases.
- Train more junior colleagues.
- Check and allocate work of more junior colleagues.
- Other duties similar to those above as required.

1.2.3 Typical background requirements

- Competence in English and Maths to HSC level; plus 6-12 months of Level 1 experience to acquire further technical knowledge and general understanding of the insurance industry.
- May require a high level of dexterity/keyboard skills.

1.3 Casual Level 2 (SECRETARIAL/KEYBOARD)

1.3.1 Typical purpose/responsibilities

- To provide a range of typing/word processing, reception and basic secretarial services to an individual or group.
- Not responsible for the work of others.

1.3.2 Typical activities

- Take dictation.
- Type or word-process a wide range of documents from dictated notes, audio or script.
- Set up and administer computer based spreadsheet documents.
- Answer telephone(s), take messages and redirect callers.
- Arrange meetings/travel etc, and keep office diaries.
- Establish and maintain a filing system.
- Open and sort incoming mail.
- Process, record and despatch outgoing mail.
- Other duties similar to those above as required.

1.3.3 Typical background requirements

- Competence in English and Maths (to year 11); plus word processor, shorthand or secretarial skills typically gained by attending secretarial college or equivalent formal training course; little prior work experience necessary.
- Usually requires a high level of dexterity/keyboard skills.

1.4 Casual Level 2 (ADMINISTRATIVE)

1.4.1 Typical purpose/responsibilities

To carry out clerical/technical and administrative duties in support of immediate superior, who is usually in a specialist/advisory position. Usually performs work of a different type from immediate colleagues and may have formal responsibility for a more junior role.

1.4.2 Typical activities

- Collect, prepare and record information.
- Answer (or refer) general enquiries.
- Produce standard reports on a regular basis.
- Research and investigate information.
- Check and reconcile information.
- General administrative/record keeping duties (eg. sorting mail/sick leave records/filing).
- More junior duties as appropriate.
- Other duties similar to those above as required.

1.4.3 Typical background requirements

Competence in English and Maths to HSC level; plus 6-12 months of relevant work experience to gain technical knowledge of boss's specialism; good keyboard skills are usually needed.