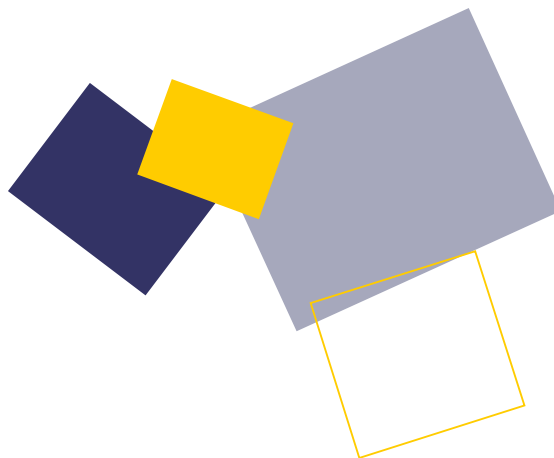


ING Administration Pty Ltd
Certified Agreement 2009



1. Introduction	4
1.1 Objectives	4
1.2 Title	4
1.3 Definitions	4
1.4 Parties Bound	5
1.5 Application and Scope	5
1.6 Commencement and Duration	5
1.7 Relationship to Awards and Agreements	5
1.8 No Extra Claims	6
2. Terms and Conditions of Employment	6
2.1 Forms of Employment	6
2.2 Full-time Employment	6
2.3 Part-time Employment	6
2.4 Casual Employment	7
2.5 Fixed Term Employment	7
2.6 Probation	7
2.7 Employment Cost	7
2.8 Individual Employment Agreements	7
2.9 Superannuation	8
2.10 Ordinary Hours	9
2.11 Consultation Process for Mutual Agreement	9
2.12 Recording of Hours	10
2.13 Overtime	10
2.14 Additional Time	11
2.15 Agreed Time Off	12
2.16 Transport Home	12
2.17 Public Holidays	12
3. Workplace Commitments and Business Principles	14
3.1 Managing Diversity	14
3.2 Workplace Harassment	14
3.3 Flexible Work Practices	14
3.4 Occupational Health and Safety	14
3.5 Recognition of the Finance Sector Union	15
3.6 Performance and Remuneration Philosophy	15
3.7 Flexible Salary Packaging	16
3.8 Meetings Held Within Core Hours	16
3.9 Learning and Development	16
3.10 Payout of Annual Leave Loading	17
3.11 Cashing In Annual Leave	17
3.12 Organisational Change	17
3.13 Transmission of Business	19
3.14 Outplacement Services	20
3.15 Dispute Settlement Process	20
3.16 Notice of Termination by INGA	21
3.17 Notice of Termination by Employee	21
3.18 Abandonment of Employment	21

4. Personal and Family Leave Options	22
4.1 Annual Leave.....	22
4.2 Sick Leave / Carer's Leave	22
4.3 Long Service Leave	23
4.4 Personal Emergency and Family Leave	23
4.5 Career Break	25
4.6 Bereavement Leave.....	25
4.7 Parental Leave.....	26
4.8 Parental Leave Assistance	26
4.9 Paid Leave for Partner on Birth of Child	27
4.10 Averaging Pay over a Reduced Working Year.....	27
4.11 Jury Service	27

1. Introduction

1.1 Objectives

The objective of this Agreement is:

- (a) to provide a working environment that is consistent with the INGA Values, is innovative and places INGA in a position to be competitive in the market place both as a provider of financial products and as an employer; and
- (b) to implement a common set of minimum terms and conditions of employment for all Employees.

1.2 Title

This agreement shall be known as the ING Administration Pty Ltd Certified Agreement 2009.

1.3 Definitions

Act means the *Workplace Relations Act 1996* (Cth).

Agreement means the ING Administration Pty Ltd Certified Agreement 2009.

AIRC means the Australian Industrial Relations Commission.

Award means the Insurance Industry Award 1998.

Employee means an employee of INGA whose employment is subject to this Agreement, but does not include an employee who has entered into an IEA pursuant to clause 2.8 of this Agreement.

- (a) **Full-time Employee** means a person employed to work full time hours on an ongoing basis.
- (b) **Part-time Employee** means a person employed to work reasonably predictable hours which are less than full time hours.
- (c) **Fixed-term Employee** is a person employed to work for a specified period of time or for a specified task.
- (d) **Casual Employee** is an Employee who is engaged as such and who works intermittently in relieving work or work of a casual and/or unexpected nature and who is engaged and paid by the hour.

Employment Cost means all remuneration and benefits paid to the Employee, and includes salary, INGA's superannuation contributions under the *Superannuation Guarantee Charge Act 1992* (Cth), fringe benefits tax, provision of salary continuance insurance and the value of any other financial and non-financial benefits provided to the Employee. Employment cost does not include incentive payments made to an employee under an INGA incentive scheme.

FSU means the Finance Sector Union of Australia.

IEA means an individual employment agreement made between an Employee and INGA pursuant to clause 2.8 of this Agreement.

INGA means ING Administration Pty Limited (ACN 008 947 831) whose registered office is Level 13, 347 Kent Street, Sydney, New South Wales, 2000.

INGA Values refer to Appendix A.

Parties means INGA and the Employees.

Redundancy means a situation where a position held by an Employee is no longer required by INGA to be done as a result of reorganisation, changed business practice, technological change or downturn in business.

Retrenchment means the termination of employment as a result of Redundancy.

1.4 **Parties Bound**

This Agreement is binding on:

- (a) INGA; and
- (b) the Employees.

1.5 **Application and Scope**

This Agreement applies to INGA and the Employees.

1.6 **Commencement and Duration**

This Agreement shall take effect from the first pay period on or after the date of certification by the AIRC and shall operate for a nominal term of three years.

1.7 **Relationship to Awards and Agreements**

It is the intention of the Parties that this Agreement will govern all terms and conditions of employment for the Employees covered by this Agreement to the exclusion of any other relevant awards or agreements. However, this Agreement will operate in conjunction with the Award. Where there is an inconsistency between the

Award and this Agreement, this Agreement will prevail to the extent of the inconsistency.

1.8 No Extra Claims

During the period of operation of the Agreement, the Employees expressly agree that there will be no extra claims made in relation to any matter pertaining to the employment relationship, including but not limited to any terms and conditions of employment whether included in this Agreement or not.

2. Terms and Conditions of Employment

2.1 Forms of Employment

An Employee may be a Full-time Employee, Part-time Employee, Fixed Term Employee or Casual Employee as defined in clause 1.3 of this Agreement.

2.2 Full-time Employment

A Full-time Employee is required to work full time hours on an ongoing basis.

2.3 Part-time Employment

A Part-time Employee will be paid on a pro-rata basis having regard to the Employment Cost of a Full-time Employee performing like work.

A Part-time Employee's rostered hours cannot be varied without the consent of both INGA and the Employee. Such consent will not be unreasonably withheld.

INGA must roster a Part-time Employee for a minimum of three consecutive hours on any day he or she is required to work.

A Part-time Employee may, by mutual agreement, work additional ordinary hours at single time rate of pay on a temporary basis to meet pressing business needs, provided that such additional ordinary hours do not exceed full time ordinary hours.

If a Part-time Employee works more than 145 hours over a four week cycle, all time worked by a Part-time Employee outside of ordinary hours (as prescribed in clause 2.10 of this Agreement) will be paid at overtime rates in accordance with clause 2.13 of this Agreement.

A Part-time Employee is entitled to receive all provisions of the Agreement relevant to Full-time Employees on a pro-rata basis with respect to contracted hours except that public holiday pay is only payable where the regular pattern of employment includes the public holiday.

2.4 Casual Employment

A Casual Employee will be employed on an hourly basis for a minimum of three hours on each occasion the employee is required to work.

The hourly rate payable to a Casual Employee will be not less than 125% of the applicable Full-time hourly rate of pay prescribed under the Award.

The additional loading prescribed above is in lieu of annual leave, sick leave, emergency leave and public holiday provisions and to compensate for the nature of casual employment.

2.5 Fixed Term Employment

A Fixed Term employee is employed for a fixed period of time or for a specified task.

2.6 Probation

A probation period of 3 months will apply to all new Employees. Termination during or at the conclusion of the probation period will be in accordance with clause 3.16 of this Agreement.

2.7 Employment Cost

At INGA, an Employee's Employment Cost is determined by a combination of five factors:

- (a) individual Employee performance;
- (b) external market relativity;
- (c) internal relativity;
- (d) INGA performance; and
- (e) the relevant Award rate of pay.

An Employee's Employment Cost will be reviewed annually having regard to the above five factors.

2.8 Individual Employment Agreements

INGA may offer an Employee on an individual basis, terms and conditions of employment under an Individual Employment Agreement ("IEA"). The offer for an IEA must be in writing and the Employee must genuinely consent to the proposed IEA.

The terms and conditions of an IEA will, when considered as a whole, be more favourable than the terms and conditions in the Award.

Where agreement cannot be reached with the Employee as to whether the terms and conditions of an IEA, when considered as a whole, are more favourable than the terms and conditions in the Award or the Agreement, both Parties have access to the Dispute Settlement Process to have the matter resolved.

With effect from the date of acceptance of the IEA, this Agreement will no longer apply to the Employee party to the IEA.

2.9 Superannuation

Except for Employees who were recipients of the heritage ANZ Investments letter of offer on 12 April 2002, INGA will deposit Employees' compulsory superannuation contributions with the ING Australia Limited Superannuation Plan each pay period or a complying fund of the Employee's choice.

Employees who were recipients of the heritage ANZ Investments letter of offer on 12 April 2002 may select one of the following 2 Alternatives. This selection can be made at any time during the life of the Agreement, but must be notified to INGA before it will become effective.

Where no selection is made and notified to INGA, Employees who were recipients of the heritage ANZ Investments letter of offer on 12 April 2002 will be deemed to have selected Alternative 1. Those Employees will be able to switch from Alternative 1 to Alternative 2 at any time during the life of the Agreement. However, once an Employee has selected Alternative 2, they cannot switch to Alternative 1.

Alternative 1

INGA will continue to make the Employee's superannuation contributions to the ANZ Australian Staff Superannuation Scheme ("**ANZ scheme**"). In order to select Alternative 1, the Employee must satisfy the eligibility requirements for the ANZ scheme as determined by the Trustees of the ANZ scheme. Alternative 1 is provided on the following conditions:

- (a) where the Employee's superannuation contributions were calculated on a notional salary basis (i.e. ANZ Total Employment Cost Packaged Managers) at the date of commencement of the Agreement, INGA will continue to make superannuation contributions for the Employee on a notional salary basis;
- (b) where the Employee's superannuation contributions were not calculated on a notional salary basis at the date of commencement of the Agreement, INGA will make superannuation contributions for the Employee on the basis of the Employee's Employment Cost; and
- (c) if the Employee ceases to meet the ANZ scheme eligibility criteria (as determined by the Trustees of the ANZ scheme), they will be switched to Alternative 2 by INGA following notice to, and consultation with, the Employee.

Alternative 2

INGA will make the Employee's superannuation contributions to the ING Australia Limited Superannuation Plan. Alternative 2 is provided on the condition that the Employee's superannuation contributions will be made on the basis of the Employee's Employment Cost.

2.10 Ordinary Hours

Ordinary hours of work will not exceed 145 hours over a 4 week cycle (excluding meal breaks).

Employees must work ordinary hours between 6:00 am and 9:00 pm Monday to Friday. This is the span of ordinary hours.

The commencing and finishing times (otherwise referred to as normal hours) of Employees working within the span of ordinary hours will be agreed between each Employee and INGA in accordance with clause 2.11.

Shift work will be worked in accordance with the Award.

2.11 Consultation Process for Mutual Agreement

When determining an Employee's normal hours, the manager will assess and identify the business needs of the business unit and team.

The manager will discuss the business needs with Employees and consult with them to determine the best schedule of normal hours to support these needs.

The manager and Employee will agree on each Employee's normal hours taking the following into consideration:

- (a) the business and customer needs of the business unit;
- (b) the business and customer requirements of the team;
- (c) the Employee capabilities necessary to meet these requirements;
- (d) the Employee's preferred working hours; and
- (e) the Employee's family and personal commitments.

The responsibility for meeting customers' needs is shared by all Employees and managers. Employees must consider their preferred normal hours schedule taking into consideration the needs of the business and its customers.

An Employee's normal hours may only be varied by mutual agreement, with team consultation as appropriate, provided that INGA or the Employee may not unreasonably withhold consent to changes in normal hours having regard to the Employee's personal circumstances and INGA's business requirements. Where an Employee and their manager cannot achieve mutual agreement on normal hours, the

Dispute Settlement Procedure should be used. To accommodate unplanned personal and/or workload demands, all Employees will aim to meet needs as they arise.

Employees may agree to work up to 10 ordinary hours on any one work day.

No Employee will be required or permitted to work more than five hours without a meal break. Employees performing roles that involve repetitive or screen-based work will be allowed to take more frequent paid breaks.

The meal break, which is unpaid, will be between 30 minutes and two hours in duration, by agreement between the Employee and their manager.

2.12 Recording of Hours

The manager and the Employee are both responsible for recording the hours actually worked. If an Employee's normal hours do not change, it is only necessary to record variations between normal hours and hours actually worked.

Overtime worked in accordance with clause 2.13 must be monitored and recorded in order to be recognised (i.e. paid out or time taken in lieu).

Additional Time agreed and worked in accordance with clause 2.14 must be monitored and recorded in order to be recognised (i.e. paid out or time taken in lieu).

2.13 Overtime

Where an Employee is directed by INGA to work hours in excess of his or her normal hours, such hours will be overtime.

Overtime is payable for Employees with an Employment Cost of \$69,890 per annum (pro-rata for Part-time Employees) or less, to be indexed each year during the life of this Agreement on 1 January by the Consumer Price Index.

Overtime will be paid directly into an Employee's nominated bank account through regular payroll at the overtime rate of pay.

The overtime rate of pay will be calculated as follows on a daily basis:

- (a) for overtime worked on a Monday to Friday, at the rate of time and one half for the first two hours and double time thereafter; and
- (b) for overtime worked on a Saturday, Sunday or Public Holiday, a minimum payment equivalent to three hours work at the rate of double time.

Alternatively, with the consent of INGA, an Employee may elect to take time off in lieu of payment for overtime, to be taken at a time agreed between INGA and the Employee. The period of time off in lieu to which an Employee is entitled will be of the same duration as the overtime worked.

Employees eligible for meal money will receive the payment as defined in the Award when working overtime in accordance with the Agreement.

Employees with an Employment Cost exceeding \$69,890 per annum (pro-rata for Part-time employees) will be expected to work the hours reasonably required to fulfil the Employee's job requirements. In this circumstance, the Employee's Employment Cost is in full consideration of reasonable overtime worked and payment for overtime will not apply. In response, INGA will adopt a flexible approach to the management of the working hours of these Employees, within the bounds of ordinary hours as defined in clause 2.10. Where an Employee is directed to work additional hours to cover peak periods and additional duties and is not eligible for paid overtime INGA will provide for "time in lieu" of additional hours worked. The period of time off in lieu to which an Employee is entitled will be of the same duration as the overtime worked and will be taken at a time mutually convenient to the Employee and the business.

2.14 Additional Time

Additional Time is where work beyond an Employee's normal hours has been planned and agreed in advance. Additional Time may be worked by Employees in order to meet business needs during peak periods.

Agreement to work Additional Time must be reached prior to the work being done. All Additional Time must be worked within the spread of ordinary hours. Additional Time may be accrued to a maximum of 15 hours.

Employees (except Employees with an Employment Cost exceeding \$69,890 per annum (pro rata for Part-time Employees)) who accrue Additional Time can either:

- (a) take time off equal to the time accrued;
- (b) be paid out at the rate of ordinary hours; or
- (c) choose a combination of either of the above.

Employees with an Employment Cost exceeding \$69,890 per annum (pro-rata for Part-time employees) who are directed to work Additional Time are only eligible to take time off equal to the time accrued.

When the Employee chooses to take the time off equal to Additional Time accrued, this can be taken in conjunction with annual leave, weekends, or time off in lieu of overtime. This must be agreed by the Employee and their manager.

Additional Time will be recorded separately to normal hours and overtime. The obligation of an Employee and INGA to not unreasonably withhold consent to changes in hours of work does not apply to Additional Time.

When an Employee eligible to receive payment for Additional Time leaves INGA, they must be paid out at the ordinary rate for any accrued Additional Time.

2.15 **Agreed Time Off**

The manager, team, and Employee may plan in advance Agreed Time Off in a work cycle, provided the Employee has accrued enough Additional Hours or time off in lieu of payment for overtime to cover the period of Agreed Time Off planned.

2.16 **Transport Home**

In scheduling an Employee's ordinary hours and in agreeing overtime, the manager and the Employee will discuss transport home for the Employee.

Where an Employee is directed to work normal hours and :

- (a) from 1 November to 31 March the Employee's normal hours finish at or after 8pm; or
- (b) from 1 April to 31 October the Employee's normal hours finish at or after 7.00pm,

the Employee and manager will make sure that safety risks associated with travel to and from work are minimised, where possible.

At the Employee's request, the manager will provide transport for any Employee working overtime that:

- (a) from 1 November to 31 March finishes at or after 8pm; or
- (b) from 1 April to 31 October finishes at or after 7.00pm.

Transport can include but is not limited to car pooling or taxis.

2.17 **Public Holidays**

Employees shall be entitled, without loss of pay, to the public holidays as follows or such other day as is generally observed as a substitute for any of these days:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Eight Hours Day or Labour Day
Christmas Day
Boxing Day (except in South Australia where Commemoration Day shall be observed as a holiday instead of Boxing Day.)

In addition to the public holidays listed above, the following public holidays (or their substituted equivalent) shall apply in each state:

New South Wales
August Bank Holiday

Victoria
Melbourne Cup Day

Queensland
Brisbane Royal National Show Day

South Australia
Adelaide Cup Day

Western Australia
Foundation Day

Tasmania
Easter Bank Holiday

Australian Capital Territory
August Bank Holiday

Northern Territory
Picnic Day

Additional public holidays approved and gazetted in each state will also be observed.

Where it is necessary to meet customer and business needs, INGA may decide to operate on public holidays. Each team of Employees is responsible for ensuring the provision of adequate service levels on these days.

Except for Employees with an Employment Cost exceeding \$69,890.00 per annum (see below), an Employee who is required to work on a public holiday will be paid the amount of money he or she would normally receive for working his or her ordinary weekday hours plus an additional hour and one half payment for each hour worked. The minimum additional payment shall be 3 hours.

An Employee may elect to accrue time off in lieu of the additional payment for hours worked on a public holiday. The minimum time off in lieu accrued shall be 3 hours.

Employees with an Employment Cost exceeding \$69,890.00 per annum (pro-rata for Part-time Employees), shall only be entitled to time off in lieu of payment for hours worked on a public holiday.

3. Workplace Commitments and Business Principles

3.1 Managing Diversity

INGA is committed to equal opportunity principles and has endeavoured to ensure that practices and systems established under this Agreement are non-discriminatory and will contribute to the creation of a work environment in which diversity is valued. INGA is committed to respecting and valuing the diversity of the workforce by helping to prevent and eliminate unlawful discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3.2 Workplace Harassment

INGA is committed to a workplace free of unlawful discrimination and harassment where all Employees demonstrate respect for one another. INGA believes all Employees have a responsibility to ensure we have such a workplace. Unlawful discrimination or harassment will not be tolerated and shall be dealt with in accordance with the INGA's policy and procedures which are in force and reviewed on a regular basis.

3.3 Flexible Work Practices

Consistent with INGA's philosophy to operate in a flexible manner that meets the needs of the business, our customers and Employees, INGA will consider Employee requests for flexible working options to accommodate Employees' personal responsibilities and commitments.

These arrangements must be consistent with the needs of both the business and Employees as defined in clause 2.11.

The People and Performance Group will be available to provide advice to Employees on alternative working options.

3.4 Occupational Health and Safety

INGA is committed to maintaining a safe and healthy work environment. INGA's Occupational Health and Safety Policy as may be varied from time to time, is available to Employees through our intranet.

3.5 Recognition of the Finance Sector Union

INGA recognises the FSU as the union entitled to represent the industrial interests of Employees in relation to matters pertaining to the relationship between INGA and Employees.

INGA acknowledges the right of each Employee to decide whether they will join or not join the union.

INGA will allow FSU workplace representatives reasonable time during working hours to carry out the following activities provided that such activities do not hinder or obstruct Employees in the performance of their work:

- (a) discuss work related activities with other FSU members and potential members and FSU officials;
- (b) communicate FSU information to Employees;
- (c) discuss with Employees what they receive from the FSU as members;
- (d) represent FSU members to management (separate procedures will govern FSU representation on relevant committees); and/or
- (e) receive guidance and training from the FSU and attend training courses in paid work time conducted and or facilitated by the FSU. (Training procedures for FSU members will be governed by a separate arrangement between INGA and FSU).

Further to the provisions of this clause INGA notes the obligations under *Part IX – Entry and inspections by organisations of the Workplace Relations Act (1996)* for FSU Officials.

Consistent with its commitment to exploring Redeployment opportunities, in the event that INGA makes a decision to implement significant organisational change that may lead to redundancies and/or retrenchments INGA will provide relevant details of the change to the FSU in writing before implementing the change to allow the opportunity for consultation.

3.6 Performance and Remuneration Philosophy

The INGA Remuneration philosophy is underpinned by the principles of the INGA achievement culture where:

- (a) Employees understand INGA’s strategic goals (Medium Term Plan) and importantly, what they need to do in their day to day roles to contribute towards the achievement of these goals;
- (b) Employees are held accountable for the results;
- (c) there is a strong work performance ethic;
- (d) those who contribute to INGA’s business results will be rewarded; and
- (e) regular feedback and coaching is provided to ensure performance standards and development needs are met.

INGA's Performance Management system, incorporates these elements and plays a vital role in moving us towards an achievement culture.

The Performance Management system is linked to the remuneration paid through fixed pay (Employment Cost) and variable pay (incentives).

Whilst INGA will reward employees in accordance with the above performance and remuneration philosophy, INGA is also committed to maintaining a minimum remuneration safety net. INGA will ensure that the salary component of an Employees' Employment Cost (Employment Cost less the superannuation component) is at all times greater than the relevant minimum salary contained in the Award.

No Employee's Employment Cost will be reduced as a result of the certification of this Agreement.

3.7 Flexible Salary Packaging

An Employee will be remunerated on the basis of the Employee's Employment Cost. An Employee may elect to be remunerated in accordance with INGA's flexible packaging policies.

An Employee's paid salary will be deposited into an Employee's nominated Australian domiciled financial institution on a fortnightly basis.

INGA agrees to make payroll deductions where the Employee so requests, in accordance with Company policy.

3.8 Meetings Held Within Core Hours

Where possible meetings are to be scheduled between 9am and 5pm to enable Employees to meet their personal and family commitments. When scheduling meetings it will also be necessary to consider requirements of servicing the business.

3.9 Learning and Development

INGA is committed to providing Employees with ongoing training and development opportunities. INGA offers a wide range of learning and development solutions. Employees are encouraged to work with their manager to develop appropriate learning and development frameworks using both internal and external sources.

People managers and Employees have a clear mandate to ensure that Employees are given development plans. Employees are encouraged to identify their own training solutions.

Where it meets the needs of Employees and the business, financial support can be obtained to undertake these studies. Full details of the Study Assistance Policy can be found on INGA's intranet site.

3.10 Payout of Annual Leave Loading

For Employees who commence employment with INGA on or after the date of commencement of this Agreement, annual leave loading will be incorporated into Employees' Employment Cost.

Employees employed prior to the date of commencement of this Agreement who were eligible for annual leave loading will continue to be entitled to annual leave loading in accordance with the relevant annual leave loading provisions of the Award.

3.11 Cashing In Annual Leave

Employees with an annual leave entitlement greater than 20 working may make an application to INGA to cash in part of their accrued annual leave entitlements. For cashing in annual leave the following conditions will apply:

- (a) the Employee must have 20 days of annual leave accrued after the payment has been made;
- (b) payment in lieu of annual leave will be calculated at the rate of pay as if the leave had been taken at the date of approval of the application;
- (c) any annual leave loading applicable will be paid unless it has previously been paid;
- (d) applications for payment in lieu of annual leave need to be made to the relevant Executive Director;
- (f) payment in lieu of annual leave will be processed within 42 days of the receiving the approved application.

3.12 Organisational Change

INGA operates in a highly competitive market in which the pace of change is rapid. From time to time INGA will need to respond through implementing organisational change programs.

INGA will make every effort to avoid retrenchment of Employees through redeployment, retraining, normal staff turnover, curtailing recruitment and the provision of alternative employment.

In the event that a redundancy situation arises, INGA will advise all affected Employees in writing.

Redeployment into Alternative Role with ING

INGA is committed to ensuring that the impact of any Redundancy is minimised through the use of a redeployment process that meets the particular needs and circumstances of both INGA and its Employees.

In case of Redundancy, INGA will make all reasonable efforts over a period of up to four weeks to redeploy the Employee concerned into an alternative role.

Should the redeployment program be successful in locating an alternative role, the Employee will be appointed to the alternative role and will not be entitled to severance payments under this clause.

An alternative role is defined as a role or position that:

- (a) requires the Employee to utilise similar knowledge, skills and capabilities to the Employee's previous role;
- (b) is remunerated at an equivalent or greater rate than the Employee's Employment Cost; and
- (c) is located at the same location, or another location within reasonable travelling distance, taking into consideration current working location, proposed location and amount of travel time required.

In the event that the redeployment program fails to locate an alternative role, the Employee will be retrenched in accordance with this clause of the Agreement.

Where agreement cannot be reached with the Employee as to whether an alternative role has been found, both Parties have access to the Dispute Settlement Process to have the matter resolved.

Heritage ANZ Investments Employees

For the term of this Agreement where a Heritage ANZ Investments Employee and ING Australia are unsuccessful in finding a suitable redeployment opportunity the Employee is entitled to a redundancy severance payment in accordance with:

- (a) clause 8 of the ANZ/FSU Agreement 1998;
- (b) the Employee's employment contract arrangements; or
- (c) the severance payments outlined in this clause of this Agreement.

Whichever is the most beneficial to the Employee.

Retrenchment

Where, in the opinion of INGA, it is necessary to implement retrenchments, INGA will provide an Employee with a minimum notice of retrenchment of eight weeks.

INGA may elect to make a lump sum payment in lieu of requiring the Employee to work through the notice period prescribed in this clause.

A retrenched Employee will be paid a severance payment equivalent to four weeks' Employment Cost for the first year of service and 3 weeks for each year of continuous service thereafter, and the pro-rata equivalent for partial years of service. An Employee's severance payment will not exceed a payment equivalent to 65 weeks' Employment Cost.

As well as the retrenchment payment, a retrenched Employee will be paid in lieu of all accrued but not yet taken annual leave.

A retrenched Employee with more than five years' continuous employment service will be paid for untaken long service leave on a pro-rata basis.

All notice and payments made to a retrenched Employee under this clause are inclusive of all other entitlements the Employee may otherwise have under this Agreement. Clause 3.16 Termination by INGA, does not apply to an Employee who is retrenched under this clause.

3.13 Transfer of Business

If the business or part of the business of INGA is transmitted to another employer ("**New Employer**"), the following arrangements will apply to an Employee of INGA who is employed by the New Employer as a consequence of the transmission:

- (a) the Employee will retain their terms and conditions of employment;
- (b) the Employee's continuity of employment service will not be broken;
- (c) the Employee's period of continuous employment service with INGA will count as continuous employment service with the New Employer; and
- (d) the Employee will retain their entitlements to all accrued benefits including, where applicable, superannuation, sick leave, annual leave and long service leave.

Business has the same meaning as section 170MB of the Act and includes trade, process or occupation and includes part of any such business. Transmission has the same meaning as section 170MB of the Act and includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

No retrenchment payment will be payable by INGA in circumstances where INGA obtains acceptable alternative employment for the Employee in the New Employer.

Acceptable alternative employment may be defined as employment with another employer that:

- (a) requires the Employee to utilise similar knowledge, skills and capabilities to the position held by the Employee at INGA;
- (b) is remunerated at an equivalent or greater rate than the Employee's Employment Cost; and
- (c) is located at the same location, or another location within reasonable travelling distance, taking into consideration current working location, proposed working location and amount of travel time required.

Where agreement cannot be reached with the Employee as to whether acceptable alternative employment has been found, both Parties have access to the Dispute Settlement Process to have the matter resolved.

3.14 Outplacement Services

Where an Employee is retrenched, INGA will provide outplacement services to assist the Employee's transition. The Employee must take up this service within three months of the date of retrenchment.

3.15 Dispute Settlement Process

Any grievance or dispute about a matter arising under the Agreement will be dealt with in accordance with the following procedure.

- (a) In the first instance the matter may be raised with the Employee's immediate manager or supervisor who will attempt to resolve it within a reasonable time.
- (b) If the matter cannot be resolved with the Employee's immediate manager or supervisor, either party may refer the matter to the supervisor's manager who will seek to resolve the matter within a reasonable time, failing which the assistance of a more senior manager may be sought.
- (c) If the matter remains unresolved either Party may refer the matter to the appropriate People and Performance representative or another senior person (up to and including the CEO).
- (d) If the matter still remains unresolved, either Party may refer the dispute to the AIRC for conciliation and/or arbitration.
- (e) During the dispute resolution process, normal work practices and procedures will continue in accordance with INGA's reasonable directions.
- (f) Nothing in these procedures will prevent any party from exercising its rights under the Act.
- (g) INGA recognises that an Employee who is a member of the FSU may wish to raise a matter with their Union representative who may become involved in the discussion at any stage of the process.

3.16 Notice of Termination by INGA

In order to terminate the employment of an Employee, INGA must give four weeks' notice or pay in lieu, except in the case of Employees in their probationary period where a notice period of one week will apply.

In addition to this notice, an Employee who is over 45 years' of age at the time of the giving of the notice with more than two years' continuous employment service will be entitled to an additional one week's notice or pay in lieu.

If there is any shortfall in the period of notice of termination of employment, an Employee has the right to an amount equal to the full pay for the period of any shortfall.

The period of notice in this clause does not apply to Casual Employees or where an Employee has been summarily dismissed for misconduct.

3.17 Notice of Termination by Employee

An Employee must give their manager four weeks' notice of termination of employment.

An Employee and INGA can mutually agree in writing to vary this notice period.

If an Employee fails to give notice, INGA has the right to withhold an amount equal to the Employee's Employment Cost for the period of notice not worked from moneys due to the Employee on their termination.

3.18 Abandonment of Employment

If an Employee is absent from work for a continuous period exceeding five working days without the consent of INGA, the Employee's absence will be evidence that the Employee has abandoned their employment. INGA will make every reasonable effort to contact the Employee to satisfy itself that the Employee has abandoned their employment.

If an Employee fails to establish to the satisfaction of their manager that they were absent for a reasonable cause within seven days of:

- (a) non – attendance at work; or
- (b) the expiry of any notification or consent given for non-attendance,

then the Employee will be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this clause will operate from the date of the last attendance at work or the date of the last days absence for which consent was granted or the date of the last absence in respect of which notification was given to INGA, whichever is the latter.

Any Employee who has been deemed to have abandoned his or her employment and subsequently is able to provide evidence of incapacity to INGA shall be re-instated with continuation of employment.

4. Personal and Family Leave Options

Recognising the Employees' need to have a balance between work and personal commitments INGA has the following alternatives available to Employees. Not all Employees will use all of these options, however, INGA is committed in catering to as many Employee's life cycle needs as possible.

4.1 Annual Leave

An Employee will be entitled to four weeks' (20 working days) annual leave for each year of employment service with INGA. Annual leave will accrue throughout the year and with the approval of INGA, may be taken prior to the annual leave entitlement falling due.

Annual leave is pro rated for Employees who work other than full-time hours.

Annual leave is exclusive of any public holidays which may fall within the Employee's period of annual leave. Any public holiday observed within a period of annual leave will be added on to the Employee's annual leave entitlement.

INGA's objective is to accommodate annual leave preferences of Employees wherever possible. Where an Employee has more than 20 days accrued annual leave, INGA may direct the Employee to take the annual leave balance in excess of 20 days by providing eight weeks' notice.

Employees and management will take all reasonable steps to ensure annual leave accruals do not exceed 20 days.

Accrued annual leave is payable upon termination of employment.

4.2 Sick Leave / Carer's Leave

Employees shall be granted leave of absence without deduction of pay on account of illness or injury on the basis of the following:

- (a) first year of employment service – 8 days until 1 January 2010 and 10 days thereafter;
- (b) second year of employment service - 10 days; and
- (c) third and later years of employment service - 12 days.

An Employee with responsibilities in relation to members of their immediate family or household and who need their care and support are entitled to use their sick leave entitlement as Carer's Leave for such persons when they are ill.

A manager may require an application for sick leave to be supported by a certificate from a registered medical practitioner. If the absence is greater than two days a medical certificate is required. This requirement extends to Carer's Leave. Part-time employees are entitled to pro-rata sick leave.

Sick leave accrues from year to year up to a maximum of 52 working weeks. INGA will not pay out sick leave upon termination of employment.

4.3 Long Service Leave

Employees are entitled to 13 weeks' long service leave on the completion of 15 years' continuous employment service and thereafter an additional four and one-third weeks long service leave on completion of each additional five years employment.

An Employee who has completed at least ten years' continuous employment service with INGA may take long service leave on a pro-rata basis.

If an Employee with five or more years service is retrenched pursuant to clause 3.12 of this Agreement, the Employee is entitled to payment in lieu of the Employee's accrued entitlement to long service leave.

4.4 Personal Emergency and Family Leave

- (a) Employees with more than three month's employment service may take up to five days of paid leave (pro-rata for part-time employees) in each calendar year which may be taken as full or half days to be used for personal emergency and family leave such as:
 - (i) unexpected personal problems or family related difficulties;
 - (ii) unexpected absence of child carer or dependent care giver;
 - (iii) school closure or strike; and/or
 - (iv) other circumstances where it is reasonable to request leave.
- (b) One day of this entitlement may be used for any one of the following purposes:
 - (i) diversity day, or
 - (ii) moving residence.

This day must be planned at least two weeks in advance and is subject to business needs.

Employees may take 1 day as Volunteering Leave. This is in addition to Emergency Leave entitlement. This day must be planned at least two weeks in advance and is subject to business needs.

- (c) The manager may request verification of the reason for leave. Personal emergency and family leave is non-cumulative. Personal emergency and family leave is available in addition to sick leave.

4.5 **Career Break**

A Career Break is defined as a period of leave without pay of between one and twelve months.

After three years continuous employment service, a Part-time or Full-time Employee may apply for a Career Break. Approval for this Career Break will be at the discretion of INGA.

An Employee must take all accrued annual leave and long service leave (if applicable) prior to commencing a Career Break.

The combined period of paid leave and Career Break will not exceed 12 months. The minimum period of a Career Break will be one month.

An Employee will not receive pay for any public holidays that falls during the Employee's career break.

Accrual of all other leave entitlements will be suspended.

A Career Break will not count as employment service for the calculation of employment entitlements. Employment service will be counted as unbroken for the purposes of employment history.

If an Employee is absent due to a Career Break for a period not exceeding three months, the Employee will, upon returning from the Career Break, be reinstated in the role carried out by the Employee prior to the Career Break.

If an Employee is absent due to a Career Break for a period exceeding three months, but less than 12 months, the Employee, upon returning from the Career Break, will be offered a similar role to the role performed prior to the Employee commencing the Career Break.

In the event that the same or a similar role is not available, the Employee will be retrenched pursuant to clause 3.12 of this Agreement.

4.6 **Bereavement Leave**

Employees, other than Casual Employees, are entitled to up to two days' leave with full pay on the death of an Employee's immediate family member, partner, spouse or de facto. An Employee's family includes the family of their partner. The definition of 'family' includes:

- (a) brothers and sisters;
- (b) parents and step parents;
- (c) step brothers and sisters;
- (d) children;
- (e) grandchildren;

- (f) step children; and
- (f) grandparents.

A manager may decide to grant one day paid compassionate leave to an Employee following the death of an Employee's close personal friend. Unpaid leave will be available to Employees upon the death of a close personal friend.

Where compassionate leave is insufficient, Employees can use additional days from personal emergency and family leave.

4.7 Parental Leave

After twelve months' continuous employment service, permanent Employees are entitled to up to 52 weeks' unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child.

For females, Maternity Leave is taken, and for males, Paternity Leave is taken. Adoption Leave is taken in the case of adoption.

Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (a) for Maternity and Paternity leave, an unbroken period of one week at the time of the birth of the child; or
- (b) for Adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

For the purposes of this clause, the Parental Leave provisions of the Award will apply to the extent that they are consistent with this clause.

4.8 Parental Leave Assistance

A permanent Employee who commences a continuous period of Parental Leave of at least 3 months' duration will be entitled to Parental Leave Assistance.

Parental Leave Assistance can be taken by the Employee as:

- (a) 8 weeks' salary continuation calculated on the Employee's Employment Cost at the commencement date of the Maternity, Paternity or Adoption leave; or
- (b) 16 weeks' salary continuation calculated on 50% of the Employee's Employment Cost at the commencement date of the Maternity, Paternity or Adoption leave.

Where an Employee has taken a period of Paid Leave in accordance with clause 4.9 of this Agreement, the entitlement to Parental Leave Assistance will be reduced by one week (or two weeks where the entitlement is calculated in accordance with clause 4.8 (b) above).

In the event both parents are employed by INGA, Parental Leave Assistance is only available to one parent in relation to the same child.

4.9 Paid Leave for Partner on Birth of Child

A permanent Employee whose partner has given birth to a child may take Paid Leave of one week (in an unbroken period) during the 4 weeks immediately prior to and following the birth of the child.

To access this entitlement, an Employee must:

- (a) have at least 12 months' continuous employment service with INGA at the date of any application for leave under this clause; and
- (b) provide INGA with a medical certificate stating the expected date of birth of their child.

This Paid Leave entitlement can be taken concurrently with Maternity Leave.

4.10 Averaging Pay over a Reduced Working Year

Where an Employee and INGA agree, the Employee may work a reduced number of weeks in a working year.

An Employee working a Reduced Working Year will have their remuneration averaged to take into account the Employee's elected period of extra leave, which may be between 1 – 4 weeks. The leave will be accounted for by a fortnightly deduction over the twelve month period rather than not paying salary when the leave is taken. This form of leave will be normally taken in blocks of at least five working days. It may be taken in conjunction with other leave.

Approval for working a reduced year will be for one year only. Any extension will need to be agreed between the Employee and INGA.

The Employee's annual leave entitlements will accrue during the course of the Employee's reduced working year on a pro-rata basis.

An Employee whose pay is averaged over a reduced working year will be required to take their full entitlement of annual leave and the leave without pay component during the year.

An Employee's eligibility to work a reduced working year will be subject to INGA's policies as varied from time to time.

4.11 Jury Service

An individual who is required to undertake jury service will receive their normal salary for the duration of the time. Any jury allowance payments or entitlements due to the Employee will be retained by the Employee.

Index

Abandonment of Employment.....	21	Notice of Termination by Employee	21
Act.....	<i>See</i> Definitions	Notice of Termination by INGA.....	20
Additional Time.....	11	Objectives.....	4
Agreed Time Off.....	12	Occupational Health and Safety.....	14
Agreement.....	<i>See</i> Definitions	Ordinary Hours.....	9
AIRC.....	<i>See</i> Definitions	Organisational Change.....	17
Annual Leave.....	22	Outplacement Services.....	20
Application and Scope.....	5	Overtime.....	10
Averaging Pay over a Reduced WorkingYear.....	26	Paid Leave for Partner on Birth of Child.....	26
Award.....	<i>See</i> Definitions	Parental Leave.....	25
Bereavement Leave.....	24	Parental Leave Assistance.....	25
Career Break.....	24	Parties.....	<i>See</i> Definitions
Carer's Leave.....	22	Parties Bound.....	5
Cashing in Annual Leave.....	17	Part-Time Employment.....	6
Casual Employment.....	7	Payout of Annual Leave Loading....	17
Commencement and Duration.....	5	Performance and Remuneration Philosophy.....	15
Consultation Process for Mutual Agreement.....	9	Personal and Family Leave Options	22
Definitions.....	4	Personal Emergency Leave.....	23
Dispute Settlement Process.....	20	Probation.....	7
Diversity Day.....	23	Public Holidays.....	12
Employee.....	<i>See</i> Definitions	Recognition of the Finance Sector Union.....	15
Employment Cost.....	7, <i>See</i> Definitions	Recording of Hours.....	10
Fixed-Term Employment.....	7	Redundancy.....	<i>See</i> Definitions
Flexible Salary Packaging.....	16	Relationship to Awards and Agreements.....	5
Flexible Work Practices.....	14	Retrenchment.....	<i>See</i> Definitions
Forms of Employment.....	6	Sick Leave.....	22
FSU.....	<i>See</i> Definitions	Superannuation.....	8
Full-Time Employment.....	6	Terms and Conditions of Employment	6
IEA.....	<i>See</i> Definitions	Title.....	4
Individual Employment Agreements..	7	Transmission of Business.....	19
INGA.....	<i>See</i> Definitions	Transport Home.....	12
INGA Values.....	<i>See</i> Definitions	Volunteering Leave.....	23
Jury Service.....	26	Workplace Commitments and Business Principles.....	14
Learning and Development.....	16	Workplace Harassment.....	14
Long Service Leave.....	23		
Managing Diversity.....	14		
Meetings Held Within Core Hours...	16		
Moving Day.....	23		
No Extra Claims.....	6		

Appendix A
INGA Values

First! Think Customer

Commit, Deliver, Celebrate

Work Together

Make a Difference to the Lives of Others