

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ - Agreement with organisations of employees (Division 2)

Slater & Gordon Pty Ltd

and

Australian Municipal, Administrative, Clerical and Services Union
(AG2005/3227)

**wgnetstart_docassoc_0SLATER & GORDON PTY LTD - AUSTRALIAN
SERVICES UNION SUPPORT
STAFF CERTIFIED AGREEMENT 2004**

Clerical industry

COMMISSIONER WHELAN

MELBOURNE, 31 MARCH 2005

CERTIFICATION OF AGREEMENT

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

This agreement shall come into force from 24 March 2005 and shall remain in force until 30 June 2006.

BY THE COMMISSION:

COMMISSIONER

Appearances:

T. Galbraith for Slater & Gordon Pty Ltd.

H. Svendsen with A. Duffy and P. McGregor for the Australian Municipal, Administrative, Clerical and Services Union.

Hearing details:

2005.

Melbourne:

March 24.

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**SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION**

SUPPORT STAFF CERTIFIED AGREEMENT 2004

1. TITLE

This agreement shall be known as the "Slater & Gordon Pty Ltd - Australian Services Union Support Staff Certified Agreement 2004" (hereafter referred to as the "Slater & Gordon Support Staff CA 2004").

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wgnetstart_docassoc_13. PARTIES BOUND

This Agreement shall be binding upon:

- (a) Slater & Gordon Pty Ltd, and any other entity trading as Slater & Gordon and any successor or transmittor of any of these entities (collectively referred to in this agreement as the Firm);
- (b) Employees employed by the Firm within the scope of this Agreement (referred to in this agreement as "the Employees"); and
- (c) The Australian Services Union (referred to in this agreement as "the ASU"),

4. DURATION

- (a) This Agreement shall apply from 1 July 2004 and expire on 30 June 2006. Pay scale increases provided for in Clause 9(c) and 9(d) are applicable from 1 July 2004.
- (b) At least 6 months prior to the expiry of this Agreement, the parties shall commence discussions regarding a new Agreement. The parties to this Agreement agree that the operation of the terms and conditions contained in the new Agreement will commence with effect from 1 July 2006 unless otherwise agreed.

5. APPLICATION

This Agreement shall apply to all Employees as defined in clause 3, and forms part of the contract of employment of each Employee.

6. SCOPE

This Agreement shall apply to any Employee of the Firm who is a Trainee Junior Administrative Support Clerk, Junior Administrative Support Clerk, Administrative Support Clerk, Receptionist I, Receptionist II, Switchboard Operator, Word Processing Operator, Trainee Junior Accounts Clerk, Junior Accounts Clerk, Accounts Clerk, Finance/Accounts Officer, IT Support, IT Training Co-ordinator, Executive/Personal Assistant, Trainee Junior Legal Assistant, Junior Legal Assistant, Legal Assistant, Senior Legal Assistant I, Senior Legal Assistant II, Support Team Leader, Client Services Consultant I, Client Services Consultant II, Costing Clerk

7. SUPERSESSION

This Agreement shall supersede the Slater & Gordon Services Pty Ltd - Australian Services Union Legal Support and Administrative Employees Enterprise Agreement 2001.

Nothing in this Agreement prevents the Firm from including a restraint of trade clause in any future Employment Agreement related to employees who have been permanent employees of the Firm for more than 5 years.

8. TYPES OF EMPLOYMENT

8(a) Permanent Employees

(i) New Employees, except as provided in Clause 8(b) and 8 (c), shall be employed on probation for a period of 13 weeks from the commencement of their employment ("the Probationary Period"). During the probationary period either party may terminate the employment with one (1) weeks' notice. The Firm may elect to pay an Employee in lieu of this notice period.

(ii) In extenuating circumstances and by mutual agreement the probationary period can be extended by up to a further 3 months, subject to the approval of the HR Manager.

(iii) Upon completion of the Probationary Period, and except as provided for in Clause's 8(b) and (c), all Employees shall be employed on a permanent basis, either full time or part time. The Firm shall notify Employees of their permanent appointment. Part time Employees shall be those engaged for less than 76 hours per fortnight. Part time Employees shall be entitled to all terms and conditions of this agreement on a pro-rated basis, except where specified otherwise.

8(b) Contract and Agency Employees

Contract employees are those employed on a fixed term contract. Except in exceptional circumstances, an employee can be a contract employee for a maximum period of 12 continuous months only. Exceptional circumstances can be utilised for a maximum period of 6 additional months.

A contract employee shall be paid no less than the equivalent permanent full-time rate of pay referred to in the Support Staff Pay Rate Schedule 2004 - 2006 ("Schedule"). In some instances contract employees may receive payment for various leave entitlements on a pro-rata basis.

Any employee engaged through an Agency on a temporary basis shall not be paid less than the equivalent permanent full-time rate of pay referred to in the Schedule.

The Firm will notify one of the ASU staff representatives when the Firm employs any contract Employee for a period longer than 6 months.

8(c) Casual Employment

Casual employees are those employed either for a fixed period or for an indefinite period but where either the duration of hours or days of work are not permanent.

Casuals are paid on an hourly basis in arrears. The hourly rate to be paid will be calculated by reference to the base salary rate relevant to the employee classification pursuant to this Agreement plus a loading of 25%.

Casual employees are bound by the following policies contained in this agreement:

- * Code of Conduct
- * Equal Opportunity and Anti-Discrimination
- * Email and Internet

The following policies do not apply to casual staff:

- * Recreational Leave
- * Sick Leave
- * Parental Leave
- * Long Service Leave
- * Bereavement Leave

- * Religious & Cultural Leave
- * Blood Donor Leave
- * Study Assistance
- * Relocation - Temporary
- * Relocation - Permanent
- * Organisational Change, Redeployment & Redundancy
- * Overtime

It is agreed that any increases awarded by the National Wage Decisions shall be absorbed into those rates of pay.

8(d) Work Experience

Work Experience Clerks are employed for not more than two months in any consecutive period of 12 months for the purposes of gaining experience, but do not include any person who is undertaking work experience as part of a vocational placement or a formal secondary school work experience program. Such persons will be paid as per the rate set down in the Victorian Legal Professional, Clerical and Administrative Employees Award 1993.

Work Experience Clerks are required to abide by the Code of Conduct, Equal Opportunity and Anti-Discrimination and E-mail and Internet policies. The remaining policies annexed to this agreement do not apply to Work Experience Clerks.

8(e) Notification of Employment Status

The Firm shall provide each Employee with a copy of this Agreement, and the Firm shall notify each Employee in writing of their employment status at the commencement of their Employment or Engagement.

9. SALARIES

9(a) Annual Payments

(i) The base salaries provided for in the Schedule shall be the amount paid by the Firm to each Employee engaged within each specific category.

(ii) Salaries shall be paid fortnightly to a financial institution account nominated by each Employee.

(iii) Where this agreement provides for retrospective payment of wages, such payment shall be made by the Firm to each Employee in the first pay period after the certification of this Agreement.

9(b) Overtime

The Firm's policy on overtime is outlined in Annexure O: Overtime.

9(c) Rates of Pay

Employees are entitled to be paid the minimum amount set out in the schedule relevant to their job role or classification which has been signed by the Parties to this Agreement. The Schedule is not published as part of this Agreement. All Employees covered within the scope of this Agreement will be provided with a copy of the Schedule.

The rates of pay provided for in the Schedule will be applicable from 1 July 2004.

Actual salaries as at 30 June 2004 and 30 June 2005 shall be increased by a minimum of 4% as from 1 July 2004 and 1 July 2005 respectively except in the case of New Client Services Consultants whose rates of pay will be determined as follows:

- (i) New Client Services Consultants employed prior to 1 November 2004 will remain on the same rate of pay until 30 June 2005.
- (ii) New Client Services Consultants employed after 1 November 2004 will be paid according to the attached rate schedule.

It is accepted that any increases awarded by National Wage Decisions shall be absorbed into these rates of pay.

9(e) Superannuation

In addition to the annual payments detailed above, each Employee is entitled to a superannuation contribution by the Firm to BT Business Super. The level of such contributions shall be 9% of ordinary time earnings (subject to the capping provision set out in superannuation legislation).

10. WORK LIFE BALANCE

The Firm values the contribution that its Employees make to the Firm. In so doing, the Firm recognises the needs of its Employees beyond their work. The following measures are intended to address the work/life balance of Employees.

10(a) Working Hours

Full Time Employees shall be required to work 76 hours per fortnight. Normal hours shall be worked within the hours of 8am and 6pm Monday to Friday ("Agreed Hours"). To ensure clients' needs are met it will be necessary on occasions for Employees to work beyond Agreed Hours to meet their professional obligations and the service expectations of the Firm's clients.

The Firm is committed to working with Employees to ensure that working beyond Agreed Hours does not adversely affect the health and safety of Employees, have a negative impact on their family and community life and does not diminish the quality of service provided to the Firm's clients.

10(b) Part Time Work Arrangements

The Firm recognises that some Employees may wish to work on a part time basis. In such circumstances, the Employee shall discuss their needs with their Practice Group Leader or Manager, who will consider the request and discuss the options available with the Employee, having regard to the operational requirements of the Firm, and will grant the request if operational requirements allow.

Furthermore the Firm will direct its Human Resources Manager to draft a strategic plan in relation to various part-time work arrangements including night staff and job sharing.

10(c) Work From Home Arrangements

The Firm recognises that some Employees may wish to work some of their Agreed Hours from home.

The Firm will direct its Human Resources Manager to develop a "Work From Home Policy" to benefit working families 6 months from the date of this Agreement being executed and shall consult with one or more of the Support Staff ASU representatives in relation to this Clause at the 3 month mark.

10(d) Childcare

The Firm will direct its Human Resources Manager to develop a child care policy to benefit working families 6 months from the date of this Agreement being executed and shall consult with one or more of the Support Staff ASU representatives in relation to this Clause at the 3 month mark. That plan should consider the following proposals:

* The development of on-site childcare facilities or subsidisation of equivalent facilities either permanently or at a minimum for the duration of school holidays.

* Allowance for working parents to avail themselves of flexitime conditions to ensure working families can better cope with the needs of sick children and school holidays.

11. TRADE UNION MATTERS

11 (a) Right of Entry

A duly accredited official of the ASU may enter the premises on legitimate business. As a matter of courtesy they will advise the Firm's Human Resources Manager of their attendance.

11(b) Union Membership and Agreement Implementation

The Firm recognises the Australian Services Union as the applicable union to represent Employees employed in or in connection with the legal industry. The Firm will encourage all Employees and contractors to become and remain financial members of the ASU during their employment with the Firm or in connection with the Firm.

The Firm recognises the role the ASU and the support staff representatives have to play in the workplace and in the implementation of this agreement and will allow the ASU and the support staff representatives to conduct seminars and information sessions with staff members from time to time, after prior notification to the Firm's Human Resources Manager, for the purposes of advancing the objectives of this agreement.

The support staff ASU representatives and/or the ASU will notify the Firm when a change in ASU representatives occurs.

11(c) Trade Union Training Leave

Up to a total of 40 working days paid leave per annum will be provided across Australia for Employees nominated by the Support Staff and the ASU to attend bona fide trade union training courses. Any leave not used in a year will not carry over to the next year.

Such leave must not unduly disrupt the operations of a practice group or office as the case may be but may be taken during normal working hours.

11(d) Consultation with ASU Representatives

Representatives of the Firm and the elected Support Staff ASU representatives shall meet every 8 weeks to discuss any relevant issues and to consider the process of implementation of this agreement.

11(e) Induction

For the purpose of explaining the terms of this agreement, and in particular its dispute resolution provisions, support staff ASU representatives will be advised of the names and commencement dates of new employees and given an opportunity to meet with new employees within a reasonable time of their

commencement of employment, as a part of their induction.

12. ACCIDENT MAKE-UP PAY

Accident make-up pay shall be payable in respect of an injury arising out of or in the course of employment after the commencement of this Agreement.

Accident make-up pay shall be payable if an Employee is incapacitated for work by an injury within the meaning of the relevant State Workers' Compensation Act and is in receipt of a weekly payment of compensation pursuant to the particular Act.

The injured Employee shall be entitled to accident make-up pay for a maximum period of 52 weeks, however calculated. Where aggravation of a previous injury, which entitled an Employee to accident make-up pay, occurs, then the 52 week maximum applies to the totality of the condition.

The amount of accident make-up pay shall be the difference between the gross amount of any weekly payment of compensation paid from time to time and the amount of the injured Employee's ordinary rate of pay.

Where the injured Employee obtains damages for past economic loss, whether by settlement, judgement or agreement, then the Firm may seek a refund of amounts paid as accident make-up pay.

13. POLICIES

In addition to the terms and conditions of employment specified in this Agreement, the following Firm policies are Annexed to this Agreement and are enforceable as part of this Agreement:

- Annexure A: Code of Conduct
- Annexure B: Recreational Leave
- Annexure C: Sick Leave
- Annexure D: Parental Leave
- Annexure E: Long Service Leave
- Annexure F: Bereavement Leave
- Annexure G: Religious & Cultural Leave
- Annexure H: Blood Donor Leave
- Annexure I: Equal Opportunity and Anti-Discrimination
- Annexure J: Study Assistance
- Annexure K: Relocation - Temporary
- Annexure L: Relocation - Permanent
- Annexure M: Organisational Change, Redeployment & Redundancy
- Annexure N: Email and Internet
- Annexure O: Overtime

The Firm shall not alter or amend the policies set out above without the express consent of the support staff ASU representatives.

14. TERMINATION

All employees are entitled to the relevant statutory periods of notice or payment in lieu thereof, prior to termination of employment.

The current statutory notice period is as follows:

Period of Continuous Service

Period of Notice

Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

Termination payments will be calculated on base salary.

The Firm has the right to summarily dismiss without notice an Employee for serious or wilful misconduct.

An Employee is required to give the same period of notice to terminate the employment relationship.

Upon termination of employment, an Employee is entitled to receive a statement of service which confirms:

- * the position or positions in which the Employee performed duties
- * the practice area or areas in which the Employee performed duties
- * the nature of the matters for which the Employee had responsibility
- * the period of service
- * a contact person to confirm the details contained in the statement

Employees who have completed two (2) years of continuous service and are over 45 years of age are entitled to an additional week's notice.

15. EMPLOYEE DEVELOPMENT

15(a) Performance Review Process

Employees and the Firm will take part in a Performance Review process which includes the following elements:

- * Bi-annual review
- * One formal review against specified criteria; and
- * One informal discussion.
- * The initial review will lead to the development of a training plan for each Employee based on identified training needs.
- * The performance review will be conducted by the supervisor and Practice Group Leader/Manager of the Employee concerned.
- * The Employee will be informed of the identity of their supervisor following changes in Firm structure or other developments.
- * Discussion of the implementation of this Agreement shall be compulsory in at least one stage of the performance review process.

15(b) Training

The Human Resources Group will review all training activity for all employees and ensure that a training plan for each Employee is completed by 30 June each year. The Key Performance Indicators (KPI's) of each Practice Group Leader and Manager will include a KPI requiring that all employees under the Practice Group Leader or Manager's supervision have a current training plan.

16. REIMBURSEMENT OF FARES

If an Employee, because of their workload or by a direction from their Practice Group Leader or Manager, is required to work after dark, and the Employee's normal method of transport is either unavailable or unsafe, the Firm will provide that Employee with sufficient funds to ensure that they are conveyed safely to their place of residence.

The funds will be provided either prior to the transportation or afterwards, upon completion of the appropriate form and are available when the Employee is returning home after 7.00 pm in non-daylight saving hours or after 8.00pm in daylight saving hours.

The Firm recognises this entitlement as necessary to ensure the safety of its Employees.

17. TRAVEL ALLOWANCE

Where an Employee is required to use her or his own vehicle to perform their work duties, they are entitled to a travel allowance. This allowance is based on the RACV formula for the use of vehicles with varying engine capacity.

18. MINIMISATION OF WASTE

Both the Firm and Employees are committed to minimising wastage of consumable items in the workplace. Both parties recognise the harmful environmental effects of wasteful behaviour and the detrimental effect of wastage on the Firm's economic wellbeing.

The Firm shall direct its Business Improvement Committee to establish a subcommittee to meet and discuss ways in which waste can be minimised within the workplace. The committee will include a minimum of one representative of the Administration Group; one senior legal assistant and/or support staff team leader who is an ASU member; and one Lawyer who is an ASU member.

19. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the legal obligations placed on the Firm by legislation and in addition to the Firm's Equal Opportunity and Anti-Discrimination policy, the Firm shall ensure that at least 20 Equal Opportunity Officers or Contact Support Officers exist across Australia. The Firm shall ensure that at least half of the officers are women and that the officers are evenly representative (ie. they occupy a variety of different positions within the Firm).

The Firm shall ensure that all of these officers and the ASU representatives undertake training in equal opportunity. The Firm shall ensure that a list of these Officers and Representatives is displayed on each floor in each office throughout Australia.

The Firm shall ensure that all Practise Group Leaders, supervisors and managers of Employees covered by this agreement undertake a training course covering their equal opportunity obligations.

20. DISPUTE RESOLUTION PROCEDURE

Any dispute or grievance arising out of or in respect of any aspect of this Agreement, including the Firm's policies, or the employment relationship generally will be subject to the following procedure:

* An employee, unless it is inappropriate, should try to resolve a dispute with their Supervisor.

* If this does not resolve the dispute then the matter should be taken to the Supervisor's Supervisor for consideration. Either party can choose to involve senior management to assist in the resolution of the dispute.

* If still unable to be resolved the dispute shall be referred to an agreed mediator for consideration.

* If the mediator is unable to resolve the dispute, or if the parties are unable to agree on a mediator, then the matter shall be referred to the Australian Industrial Relations Commission for resolution.

* An aggrieved employee is entitled to union representation at any step in the grievance process.

21. INTELLECTUAL PROPERTY

Intellectual Property means all processes, inventions, improvements, innovations, modifications and discoveries, including computer software, legal precedents, publications and documents which the Employee may conceive or make either alone or with others during the Term, relating to or connected with the Firm's practice and/or business, whether or not the intellectual property is capable of being protected by trade mark, copyright, patent, registered design or other protection. All Employees acknowledge that all rights, title and interest in the Intellectual Property shall vest in and be the exclusive property of the Firm. All Employees shall assign to the Firm all Intellectual Property including all rights, copyright and the exclusive right to develop, make, use, exercise and vend, license, or otherwise benefit from any information, discover, process or other form of Intellectual Property conceived, made or improved by Employees out of or in the course of their employment.

All Employees shall immediately deliver to the Firm full particulars concerning any item of Intellectual Property conceived, made or improved by the Employee and arising out of or in the course of their employment and shall execute all documents and do all things necessary or reasonable to assign and vest title of all such Intellectual Property in the Firm.

22. CONFIDENTIALITY

During the course of employment and after employment ends, an Employee shall not make use of or disclose to any person, firm or company any confidential information coming into her or his knowledge or possession relating to the Firm's affairs or its business or the work performed by the Employee or any other Employee, Consultant or contractor of the Firm, except insofar as the same may be necessarily required for the proper performance of the Employee's duties.

In particular, the Employee shall not make known to any competitor of the Firm or any unauthorised person any information that is not generally known relating to the business or the activities or affairs of the Firm including but not limited to the names or addresses of any client or business associate or affiliate of the Firm, details of any litigation in which the Firm is instructed to act, any litigation strategy used by the Firm, knowledge of work systems, including computer systems used by the Firm, client referral sources, information relating to methods of operation, training, marketing, finance, fees, costs, business systems and techniques.

An Employee shall not during the term of his or her employment make, use or allow to be used, any notes or memoranda relating to any matters within the scope of the Firm's business or concerning any of its dealings or the affairs of its associated companies unless for the benefit of the Firm. Any such notes or memoranda remain the property of the Firm.

In the event of a breach by an Employee of this Clause:

* the Firm may institute proceedings to restrain any threatened or actual unauthorised use of, disclosure or divulgence of, or dealing in, any confidential information;

* Nothing in this Clause derogates, from an Employees obligation in respect of confidential information at law or in equity or under any statute or trade, or professional obligation, custom or use.

The Employee agrees that their obligations under Intellectual Property, Confidentiality and Enforceability will remain in force after the Employees employment has been terminated.

23. EXECUTION

Signed for and on behalf of the Firm

Witness:

Signed on behalf of Employees:

Witness:

Signed for and on behalf of the Australian Services Union:

Witness:

Dated: day of 2004.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

ANNEXURE A: CODE OF CONDUCT POLICY

PURPOSE

The Firm is proud of the quality of its staff and of the professional reputation and market image built by the work of Partners and staff. Conduct which may threaten our staff or damage the Firm's reputation or image therefore constitutes unacceptable behaviour. The following definitions and procedures are intended to constitute a Code of Conduct which supports the harmonious and efficient operation of the Firm, provides clear explanations and expectations to all staff and ensures just but effective handling of any problems.

SCOPE

The provisions of the Code of Conduct extend to all Employees including casual employees.

PROVISIONS

1. General Background Information

The acts and behaviours categorised below as Unacceptable Behaviour or Serious Misconduct are for guidance only and are not exhaustive.

It should be clearly understood that the distinction between Unacceptable Behaviour and Serious Misconduct is one both of degree and repetition.

In general, proven Serious Misconduct is wilful and/or reckless conduct and is likely to result in summary dismissal on the commission of a single offence. Proven Unacceptable Behaviour may ultimately result in dismissal, but only when the offending persists throughout and despite the Progressive Warning procedures set out below.

By the very nature of their employment, casual employees are not permanent employees, and proven Serious Misconduct and/or Unacceptable Behaviour may lead to the instant termination of their casual employment.

All contractual or term of employment references to Serious Misconduct or Unacceptable Behaviour will be governed by this policy.

An employee who commits an act or persists in behaviour which is not listed, but which is deemed by the Managing Partner to be equivalent to Serious and/or Unacceptable conduct may still be the subject of and liable for disciplinary action.

2. Unacceptable Behaviour

Examples of Unacceptable Behaviour include but are not limited to the following, and will be dealt with under the Progressive Warning system:

- * failure to follow the Firm's policies or standard procedures;
- * failure to perform work to the standard required;
- * misuse or unauthorised use of the Firm's property (including intellectual);
- * unauthorised absence from work;
- * posting offensive notices on the Firm's premises or property;
- * preventing or hindering another employee in the execution of their proper work;
- * wasting time or materials;
- * failure to complete stipulated work hours, unless sick or by reason of personal emergency;
- * failure to report a work-related accident;
- * continual lateness or lack of application to an assigned task;
- * careless action resulting in injury to another employee or damage to the property (including intellectual) of the Firm or its clients;
- * reporting for work in a condition incapable of carrying out duties properly or safely;
- * consumption of drugs (other than as prescribed by a registered medical practitioner) or alcohol on the Firm premises without authorisation;
- * use of abusive or offensive language to other employees or clients; and
- * sleeping during working hours;

3. Serious Misconduct

Examples of Serious Misconduct include but are not limited to the following, and are likely to be dealt with by summary dismissal:

- * repeated failure to follow Firm's policies or standard procedures;
- * falsification, theft or unauthorised destruction of the Firm's information or records;
- * unauthorised possession of the property (including intellectual) of the Firm or its clients;
- * wilful violation of the Firm's EEO policy or Email Policy;
- * theft of or wilful damage to the property (including intellectual) of the Firm, its staff or its clients;
- * public misrepresentation of the practice ethics, policies or professional practices of the Firm that seriously damages the reputation or image of either the firm, the partners or any staff member;
- * breach of the confidentiality or intellectual property provisions of any employment contract or agreement;
- * physical assault while on the Firm premises or while representing the Firm;
- * deliberate acts having an adverse effect on quality or safety;
- * any conviction on a criminal charge relating to actions while on the Firm premises or while representing the Firm;
- * any conviction on a dishonesty related charge; and
- * gross negligence in the performance of work duties.

PROGRESSIVE WARNING SYSTEM - UNACCEPTABLE BEHAVIOUR

In relation to performance concerns, behaviours or attitudes including those listed above as Unacceptable Behaviour, Practice Group Leaders/Managers will ensure that individual staff are aware of the standards expected by the Firm and are given the coaching, assistance or training to enable them to meet those standards.

If the required standards continue not to be met, the Practice Group Leader/Manager will deliver a verbal caution to the staff member that the standard is not being met. The occurrence of this will be noted by the Practice Group Leader/Manager, it will not be recorded elsewhere or in any other way, including personnel files.

If the above assistance and caution do not produce the required result, then further action will continue using the procedures for Unacceptable Behaviour laid out below.

The first incident(s) of Unacceptable Behaviour where the assistance and caution process has not resulted in the required changes shall be dealt with by a Progressive Warning procedure comprising a First Warning, a Final Warning and, possibly, Termination.

1. Outline of Warning Process

Step 1 Investigation & Explanation

The First Warning will be preceded by an interview to investigate the problem. The employee is to be advised:

- * that the purpose of the interview is to discuss a disciplinary matter;
- * that they may bring a non-participative witness of their choice.

The interviewing Practice Group Leader/Manager may also opt to have a non-participative witness present. The purpose of the interview is to state the problem and the required standards clearly to the employee and to seek any explanations of or comments on his/her actions.

Step 2 First Warning delivery

If, after proper consideration and any further investigation that may be necessary, those explanations or comments are deemed unacceptable, the Practice Group Leader/Manager will deliver a First (verbal) Warning by:

- * restating the matter of concern;
- * the standard required;
- * the assessment of the explanation;
- * that the interview is to be considered as a First Warning;
- * that continued unacceptable performance may jeopardise their continued future employment;
- * that a record of the Warning will be held on their Personal File for a period of not less than 12 months;
- and
- * that the Warning will be confirmed to the employee in writing.

Step 3 First Warning confirmation

A written confirmation of First Warning, including a statement of the period that it is to be held on Personal File, will then be issued and copied to the employee's Personal File.

If the performance fails to improve or the offence is repeated during the period the First Warning is held on file, a Final Warning will be issued.

Final Warning

The Final Warning will follow Steps 1-3 of the First Warning procedure, except that at Step 1 reference to the issue of a First Warning will be made, Steps 2 and 3 will be described as a Final Warning and the employee is to be advised verbally and in writing that continued failure to meet standards beyond this point 'is likely to result in termination of employment'.

Termination/Dismissal

Continued failure to meet the required standard will result in the termination procedure laid out for Serious Misconduct below.

TERMINATION/DISMISSAL PROCEDURE

All incidents of Serious Misconduct, and any incident of Unacceptable Behaviour which has continued beyond Final Warning stage will be responded to by the following Termination procedure.

Step 1

The Practice Group Leader/Manager and the Human Resource Manager will jointly investigate all the relevant facts of the alleged offence and then advise the employee in writing of:

- * the alleged offence;
- * the detail of the investigation carried out;
- * the result of that investigation;
- * an opportunity to respond to the allegations at an interview;
- * the time, date and place for that interview (with reasonable notice); and
- * will offer the employee the opportunity for representation, if desired.

At the conclusion of this interview, the Human Resource Manager will inform the employee that all details of the allegations, together with the employee's explanation or comment will be referred to the Managing Partner for a decision on dismissal or otherwise.

Step 2

Once the employee's explanation has been heard, the Practice Group Leader/Manager and the Human Resource Manager will report in writing to the Managing Partner on all relevant details of the matter, with a recommendation as to dismissal or other disciplinary action.

Step 3

The Managing Partner's decision will be conveyed in writing to the employee, stating the reasons for it, as soon as possible.

All staff of the Firm are advised that no action tending toward termination/dismissal should occur without the following elements of natural justice being demonstrable in the procedure:

Warning: The employee must be warned of their misconduct and requested to improve their conduct or performance.

Investigation: A full investigation of all relevant facts must be carried out before actually terminating an

employee's employment and the results of that investigation must be communicated to the employee.

Reasons: Reasons for dismissal must be given before dismissal is effected.

Opportunity to be heard: A real opportunity for the employee to be heard and to offer an explanation of the alleged Serious Misconduct must be given before a dismissal is effective.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

ANNEXURE B: RECREATIONAL LEAVE POLICY

PURPOSE

Slater & Gordon recognises the work life balance needs of its staff, believing that the firm best values its staff by providing positive opportunities for rest and recreation.

This Policy outlines the various recreational leave entitlements available to Employees and encompasses Annual Leave, Shutdown Leave, Public Holidays, Leave of Absence and 48/52 Leave.

SCOPE

You will be covered by this policy if you fall into the scope of the Slater & Gordon Pty Ltd Australian Services Union Support Staff Certified Agreement 2004 except that Contract Employees are not entitled to Service Leave or Shutdown Leave. Casual staff are not entitled to any paid leave.

PROVISIONS

- * Annual Leave
- * Shutdown Leave
- * Public Holidays
- * Leave of Absence
- * 48/52 Leave

ANNUAL LEAVE

1. Entitlement

You are entitled to 20 days paid annual leave after 12 months of service (and for each subsequent 12 months service). Your entitlement to annual leave begins to accrue from the day you commence employment (at approximately 1.67 days per month) and any untaken annual leave accumulates from year to year.

You are entitled to be paid a leave loading of 17.5% on your 20 days paid annual leave.

Part time employees are entitled to annual leave as set out in this clause on a pro rata basis.

2. Timing of Annual Leave

Whilst your 20 day entitlement falls due at the end of each year of service (on the anniversary of your start date) you are able to access your paid annual leave throughout the year as it accrues.

Annual leave will be taken at a time agreed between you and your Practice Group Leader/Manager.

After 12 months continuous employment, you must take at least one two (2) week block of leave annually. All Employees are encouraged to take all annual leave available to them at regular (at least 6 monthly) intervals.

3. Annual Leave as directed by the Firm

The Firm will only direct you to take annual leave in the following circumstances:

- * Where your accrued annual leave is four (4) weeks or more, you may be directed to take the accrued leave at an agreed time.
- * Where the operational needs of the Firm require it, for example a downturn in work or the temporary closure of the office in which you work for refurbishment.

In both cases the Firm will notify you as early as it possibly can, or at least in the month prior to commencement of the quarter in which the firm wishes you to take leave so long as it is at least 4 weeks prior to the commencement of the leave. A quarter is defined as Jan-Mar, Apr -Jun, Jul-Sept, Oct-Dec.

4. How to Apply for Annual Leave

You are required to give your Practice Group Leader/Manager notice of your intention to take annual leave as per the following:

- * As early as you possibly can; or
- * In the month prior to commencement of the quarter in which you wish to take leave so long as it is at least 4 weeks prior to commencement of that leave.

A quarter is defined as Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec.

In circumstances where you are unable to provide such notice the granting of leave will not be unreasonably refused. You should not pay non-refundable deposits or make non-transferable travel arrangements until your application for leave has been approved.

You must fill in a Leave Form and have it signed by your Practice Group Leader/Manager and then forward it to Payroll for processing.

Failure to complete a leave application in respect of any period of leave constitutes unacceptable behaviour and will be dealt with as such under the Code of Conduct Policy.

5. Annual Leave in Advance

You may be permitted take some of your annual leave in advance of it having accrued. You must obtain the written agreement of your Practice Group Leader/Manager prior to taking the leave or to making any unconditional plans or bookings for that period.

Furthermore if you resign or are terminated in accordance with the Code of Conduct Policy and you have been advanced annual leave, you will be required to repay the Firm for the annual leave taken in advance.

The Firm may deduct any monies owing from any wage/leave entitlements owing to you at the time of resignation or termination of employment. Any outstanding monies must be paid within three month's of leaving the firm.

By taking Annual Leave in advance, you are agreeing to these reimbursement conditions.

6. Annual Leave Entitlement on Termination

Upon termination you will be paid out your accrued annual leave entitlement. This will be the amount of annual leave accrued since your commencement date less any annual leave taken.

SHUTDOWN LEAVE

1. End of Year Shutdown

The Firm will close down at the end of the year for a maximum period of 12 normal working days, including public holidays. During this time employees will utilise their Shutdown Leave.

The Firm shall provide all Employees with details surrounding the end of year shutdown arrangements by 25 September in each year.

2. Entitlement

You are entitled to an additional 2 days paid leave per year, which must be taken in the shutdown period (as defined above) of that year. Your entitlement to the 2 days falls due on 20 December each year. The additional 2 days paid leave will not accrue from one year to the next.

An employee who is required by the firm to work during the shutdown period will be permitted to use the additional 2 days leave at a time agreed between the Employee and the Firm within 6 months of the days falling due (by 20 June the following year). If you do not take these 2 days paid leave by 20 June you will relinquish this 2 day entitlement.

Part time employees are entitled to Shutdown Leave as set out in this clause on a pro rata basis.

Time off in lieu accumulated by working overtime can be used for the purposes of shut down leave, by staff covered by the Support Staff CA, up to a maximum of 3 days, subject to the overtime being pre-approved in accordance with the overtime policy.

A working group will be established comprising ASU and staff representatives and management. The group will meet regularly and report to all staff by 28 February 2005. The objective of the group is to examine the rate and utilisation of overtime (both paid, unpaid and time in lieu) to establish whether people are working regular overtime, and determine whether there are sufficient hours to cover the shutdown leave provision.

If this is not the case, the group will investigate the feasibility of introducing flexible working hours, the limit of which is working enough additional hours to cover the additional hours sought for shut down leave to a maximum of 3 days.

The group will look at when and how much overtime is being performed and the appropriateness of the current approval process for overtime.

The firm will notify staff by 30th September each year of the period of shut down. In the event that a staff member does wish to work over the shut down period (s)he may request that (s)he work over the period. The firm will use its best endeavours to accommodate such requests subject to the operational needs of the firm. Requests by staff must be provided by a date to be agreed in 2004 and by 31 October each year thereafter.

3. How to Apply for Shutdown Leave

You must fill in a Leave Form and have it signed by your Practice Group Leader/Manager and then forward it to Payroll for processing.

Failure to complete a leave application in respect of any period of leave constitutes unacceptable behaviour and will be dealt with as such under the Code of Conduct Policy.

4. Upon Termination

Any outstanding Shutdown Leave Days will not be paid out upon termination.

PUBLIC HOLIDAYS

All Employees shall be entitled to the following public holidays without loss of pay on days observed within the particular locality:

- * New Year's Day
- * Australia Day
- * Labour Day
- * Good Friday
- * Easter Monday
- * Anzac Day
- * Queen's Birthday
- * Christmas Day
- * Boxing Day

Should any of these Public Holidays, except Anzac Day fall on a Saturday or Sunday then the following Monday (or Tuesday when Boxing Day falls on a Sunday) shall be granted as a substitute day.

In addition, any other day generally observed as a public holiday within a particular locality shall be granted to an Employee as a paid public holiday.

A part time Employee who does not normally work on a day declared, or substituted as, a public holiday shall not receive payment for such a day.

LEAVE OF ABSENCE

1. Entitlement

The firm recognises the benefits of staff engaging in activities outside of work, As such a Leave of Absence is therefore available to staff who apply for leave without pay to pursue other work or personal opportunities.

Whilst individual special circumstances will be taken into account, as well as the needs of the Firm, a Leave of Absence will be for no less than 3 months and no greater than 12 consecutive months.

2. Effect on other Leave Entitlements

Approval of a Leave of Absence is conditional upon the staff member exhausting all annual leave credits. During such a period of absence, Annual Leave, Shutdown Leave and Sick Leave will not accrue and a period of absence will not be recognised for the purposes of calculating eligibility for Long Service Leave or Parental Leave.

Public holidays observed during the period of absence will form a part of the unpaid leave period.

3. How to Apply for a Leave Of Absence

All applications for a Leave of Absence must be made in writing to the Managing Partner and should include all relevant reasons for the request. Applications should be submitted by the end of April prior to the start of a new financial year.

In considering a Leave of Absence application the Managing Partner will take into account the Firm's operational needs and any additional costs arising from the absence. Granting a period of absence is at the sole discretion of the Firm.

Upon any approval of a Leave of Absence the staff member will be advised in writing of the details for this period.

4. Returning To Work

The expected date of return shall be detailed in the original letter regarding the Leave of Absence including whether you will be able to return to work in your previous office location and/or practice group at the conclusion of the Leave of Absence. 6 weeks prior to this date you should contact Human Resources to discuss details of your return. Upon finalisation of these details you will be advised of these details in writing.

If you do not intend to return to work by the date agreed you must notify Human Resources or the Managing Partner of your decision to resign immediately. If you do not confirm your intention to return 6 weeks prior to the date discussed you will be taken to have resigned your position.

5. Extending Your Leave Of Absence

If you wish to extend your leave of absence you must contact Human Resources at least 3 months prior to your expected return date. The Firm will consider and determine at its sole discretion any application for extension based on the operational and financial needs of the Firm at that time.

48/52 LEAVE

1. Entitlement

The Firm is committed to assisting staff achieve an appropriate work/life balance. The 48/52 Leave is designed to provide flexibility to staff members who wish to extend their leave options for personal reasons.

This entitlement provides staff with the ability to take an additional 4 week paid leave period by agreeing to receive 48 weeks base salary on a pro rata basis in respect of an identified 52 week period. In effect this will provide staff with access to 8 weeks paid leave over a 12 month period.

The conditions of 48/52 Leave are as follows:

- * 48/52 Leave does not accrue and the 4 weeks leave must be taken in the year for which approval was granted;
- * leave during this year is to be taken in blocks of no less than one week and no more than three weeks on any one occasion;
- * the year of participation will be recognised as normal full time or part time service;
- * public holidays observed during the period of 48/52 Leave will form a part of the leave period;
- * superannuation and overtime will be paid at the 48/52 rate;

48/52 Leave is granted at the discretion of the Firm. 48/52 Leave will be taken at times convenient to the Firm and subject to the operational and financial requirements of the Firm and the Practice Group concerned.

2. Effect on other Leave Entitlements

All leave during participation in this entitlement is paid, accrued and taken at the 48/52 rate including Recreational, Sick, Long Service and Parental Leave.

Staff members who are entitled to Annual Leave Loading will be paid this loading on their 4 weeks of Annual Leave however the additional 4 weeks of 48/52 leave does not attract leave loading. Payment of Annual Leave Loading will be paid at the 48/52 rate.

3. How to Apply for 48/52 Leave

All applications for 48/52 Leave must be made in writing to the Managing Partner and applications should be submitted by the end of March prior to the start of a new financial year.

Applications should contain the proposed dates of all annual and 48/52 leave to be taken during the 12 month period.

Ongoing participation in this arrangement is subject to annual application, review and agreement with the Managing Partner. If no application is applied for and granted in each successive year the employees leave entitlements will be deemed not to include a 48/52 arrangement.

Upon approval of this arrangement the staff member will be advised in writing of the commencement and conclusion dates and their 48/52 annual salary rate.

PRACTICE GROUP LEADER/MANAGER RESPONSIBILITY

To ensure that staff are getting the rest and recreation they need for a healthy work life balance Practice Group Leaders/Managers will be required to monitor staff leave.

The utilisation by the Employee of their entitlements to recreational leave is a Key Performance Indicator for all Practice Group Leaders and Managers which will be taken into account when assessing that Practice Group Leader or Managers performance.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

ANNEXURE C: SICK LEAVE POLICY

PURPOSE

From time to time, employees will become ill and unable to productively attend work. The Firm encourages staff to take time off work when they are ill, to assist with their recovery.

Unfortunately some people will be diagnosed with serious illness and will require extended time off work to recuperate. The firm believes that staff should not have to worry about the availability of paid sick leave entitlement in addition to the stress of being seriously ill.

The firm also allows staff to use their sick leave to care for others.

SCOPE

You will be covered by this policy if you are:

- * A permanent full time employee
- * A permanent part time employee
- * Contract staff are entitled to sick leave and carer's leave only

PROVISIONS

- * Sick Leave
- * Carer's Leave
- * Extended Sick Leave

SICK LEAVE

1. Entitlement & eligibility

Full time employees are entitled to eight (8) days paid sick leave for each year of employment. Part-time staff accrue sick days pro-rata based on hours worked per pay period/fortnight.

2. Sick leave during probation period

During the first 3 months of your employment you will be entitled to sick leave as it accrues (at a rate of 0.66 days per month).

If you require more sick leave than you have accrued during your probationary period this can be taken as unpaid leave.

Please note that your probationary period may be extended by the number of days of leave taken during your probationary period.

3. Sick leave upon completion of probationary period

Upon successful completion of your probationary period you will be entitled to access your accrued sick leave plus the balance up to 8 days.

Your next entitlement to 8 days sick leave will fall due upon the anniversary of your start date with the Firm (this anniversary date will include your 3 month probationary period).

If you have taken any unpaid sick days during your probationary period you will have the option of having these unpaid sick days paid to you upon confirmation of employment and deducted from your sick leave entitlements (up to a total of 8 days).

4. Accumulation of sick leave

Sick leave is a cumulative entitlement. The balance of unused days is carried forward into each year for the period of permanent employment.

5. Who to notify when you are sick

If you are unable to attend work for the whole or part of the day due to illness or some other personal reason, you must contact your Practice Group Leader, Manager or Support Team Leader directly as soon

as possible on the first day of absence.

You need to advise them of your reason for not being at work and of your expected date of return to work. You need to make every attempt to speak directly to your Practice Group Leader, Manager or Support Team Leader. If you cannot contact them directly, leave a message covering the above points with another member of your team. Whoever takes this message is responsible for notifying the Practice Group Leader, Manager or Support Team Leader in your area.

6. Recording sick leave & information required

Once you return from sick leave you must fill in a leave form and have it signed by your Practice Group Leader or Manager. You must then forward the signed form to Payroll as soon as practicable or within 2 days of the date you first return to work, whichever is the earlier.

Where absence on sick leave extends beyond 2 consecutive days, you must produce a medical certificate stating the illness and the period of absence from work.

Where you take less than 2 consecutive day's sick leave the Firm retains the right to request that you produce a medical certificate in the following circumstances:

- * Where you have taken more than 8 days sick leave in a 12 month period;
- * Where there is a regular pattern of sick leave (eg: sick days adjacent to public holidays and weekends);
- and
- * Where you are requesting sick leave in advance.

The Firm will advise you in writing in advance of requiring you to produce a medical certificate for any future absences and will advise you which of these grounds forms the basis of its request, except where you are requesting sick leave in advance.

Where the Firm has a reasonable basis for suspicion that someone is absent on sick leave without sufficient cause, the Firm reserves the right to direct that person undergo medical examination by a registered medical practitioner nominated by the Human Resources Manager. In such an instance, the Firm will meet all expenses involved.

Failure to complete a leave form and provide a medical certificate when required constitutes unacceptable behaviour and will be dealt with as such under the Code of Conduct Policy.

7. How sick leave is deducted and monitored

Sick leave is deducted either as full days or half days, but absences of less than 2 hours are not deducted from paid sick leave.

Any period of employment where an Employee is absent from duty on make up payment under Workers Compensation legislation will not result in a debit of sick leave.

8. If sick leave entitlement runs out

When you exhaust your sick leave entitlement, any further sick leave required will be unpaid leave unless otherwise agreed with your Practice Group Leader/Manager or unless you are granted extended sick leave for a serious illness as outlined below.

You should not expect that if you exceed your sick leave entitlement you will be able to use your annual leave entitlements.

9. Attending medical appointments and other short term absences

Absences by reason of illness of less than two hours will not be counted as long as this is not occurring at an unreasonable level.

10. Unused sick leave and finishing employment

Unused sick leave will not be paid out on termination of employment.

CARER'S LEAVE

1. Using sick leave to care for others

If a family member is sick, and you need to care for them, you are entitled to use up to 5 days of your own sick leave in any one-year of service.

A family member is defined as:

- * Spouse or partner (including defacto)
- * Parent (includes step parent, foster parent)
- * Sibling
- * Child
- * Grandparent
- * Parents in law
- * Any other relative who is living with you

2. Recording carers leave & information required

Once you return to work you must fill in a leave form and have it signed by your Practice Group Leader or Manager. This person is then responsible for forwarding the leave form to Payroll.

The days off will then be deducted from your sick leave entitlement. You will need to provide a medical certificate stating that you are taking sick leave to look after someone else for two days or more. The medical certificate should be in this person's name, with the doctor noting on the certificate that it was necessary for you to take leave to care for this person.

Failure to complete a leave form and provide a medical certificate when required constitutes unacceptable behaviour and will be dealt with as such under the Code of Conduct Policy.

EXTENDED SICK LEAVE FOR SERIOUS ILLNESS

1. Entitlement & eligibility

The Firm believes that its staff should not have to worry about the availability of paid sick leave entitlement in addition to the stress of being seriously ill. It therefore offers all permanent staff an extended paid sick leave provision accessible in the event that you are seriously ill.

Once paid sick leave entitlements have been exhausted, permanent employees may be entitled to up to a ninety (90) day period of extended sick leave at full rate of normal pay, and, if necessary, a further 90 day period at half the normal pay.

This 90 day extended sick leave period will be calculated including consecutive days (that is, including weekends and public holidays).

2. Extended sick leave during probation period

During the first three (3) months of your employment you are not entitled to extended sick leave.

3. Applying for extended sick leave

Any request for extended sick leave must be approved by the Managing Partner.

You must forward details of your serious illness together with a medical certificate confirming the nature of your medical condition and the period of absence for which extended sick leave has been requested.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

ANNEXURE D: PARENTAL LEAVE POLICY

PURPOSE

The Firm is committed to working with its staff to balance the competing demands of parenthood, personal and career development. To this end, the firm provides innovative conditions for all forms of parental leave, covering maternity, paternity and adoption leave.

SCOPE

You will be covered by this policy if you are:

- * A permanent full time employee
- * A permanent part time employee

PROVISIONS

BASIC PARENTAL LEAVE

1. Eligibility

The minimum statutory and award entitlement for parental leave is set out in Schedule 1A Parts 2-4 inclusive of the Workplace Relations Act 1996 ("the Act"). Broadly, upon the birth or adoption of a child, the natural or adoptive parents are entitled to take a total of 52 weeks unpaid parental leave between them provided that the employee in question has had at least 12 months of continuous service immediately preceding the date of notification of the intention to take leave. This notification must be made prior to the planned birth or adoption.

All permanent employees of the Firm are therefore entitled to unpaid maternity leave, paternity leave or adoption leave (known collectively as parental leave) up to a maximum of 52 weeks after the birth or adoption of a child¹.

To be eligible for parental leave, you must have had at least twelve months continuous service² with the Firm for the period:

- * immediately preceding the planned date of the adoption or birth; or
- * prior to commencing parental leave

whichever is the earlier.

- 1 For the purposes of adoption leave, the child must be under 5 years of age at the date of adoption.
- 2 As defined in the Act. This definition will hold throughout this policy.

Entitlement to parental leave is only available for the twelve months immediately after the birth or adoptive placement of your child.

2. Both parents taking parental leave

As per the Act apart from one week at the time of confinement or in the case of short adoption leave three weeks, you and your spouse may not take parental leave concurrently. Only one parent from each couple may take parental leave at any one time and such leave must be taken in one block of time. Your entitlement to parental leave may be reduced by the amount of parental leave, which is taken by your spouse to care for the same child.

3. Using accrued leave as part of parental leave

You may elect to use any paid annual leave or long service leave which may be due to you within the proposed parental leave period. However, the total period of absence, including any paid leave, can neither exceed 52 weeks nor extend beyond the first birthday or first anniversary of the adoption of your child.

PAID PARENTAL LEAVE

As part of the Firm's support for employees and their families, the firm offers paid parental leave to those staff with a minimum of 2 years of continuous service.

1. Eligibility

For the purposes of calculating service the qualifying period of 2 years for paid parental leave is determined according to the date of the birth or adoption of the child. If you have not completed 2 years continuous service prior to the date of the birth or adoption of your child then you will not qualify for paid parental leave.

2. Paid parental leave -- primary care-giver³ and first child

* Employees with 2-4 years of continuous employment with the firm

If you have completed 2 years employment with the Firm, prior to the date of the child's birth or adoption, have a bona fide intention of returning to the Firm and will be the primary care-giver³, you will receive 6 weeks paid parental leave as part of your period of basic parental leave.

For each further completed year of employment from 2 to 4 years, you will be entitled to an extra 2 weeks of paid parental leave.

* Employees with at least 5 years continuous employment with the firm

After 5 years of completed service you will be entitled to claim up to a maximum of 14 weeks paid parental leave, as part of your period of basic parental leave.

3 The primary caregiver is the individual who takes primary responsibility for the care of the child or children.

Paid Parental Leave Table for Employee - first birth/adoption whilst employed with the firm.

Completed Years of Employment With the Firm	Paid Entitlement - first birth/adoption whilst employed by the Firm
1	Nil
2	6 weeks
3	8 weeks
4	10 weeks
5 years plus	14 weeks

3. Paid parental leave - non-primary care-giver

If you have completed 2 years employment with the Firm prior to the date of your child's birth or adoption, have a bona fide intention of returning to the Firm and will be the non-primary care-giver, you will receive 1 week of paid parental leave as part of your period of basic parental leave.

4. How paid leave can be taken

Paid parental leave must be taken in one block of time and is only available for the 12 months after the birth or adoptive placement of your child. In exceptional or unforeseen circumstances, the Firm may agree at its discretion to a split leave period, but this will be considered only on a case by case basis.

5. Payment options

Paid parental leave will be paid on your usual pay dates or you may request a lump sum payment up front or half pay over the period of your parental leave.

6. How the payments for each week are calculated

The payment is based on the normal weekly pay you would have received had you continued working. If you are a part-time employee, the payment for each week is based on your normal part-time hours. All payments are subject to taxation.

7. Impact of parental leave on other leave entitlements and continuous service

During the period of unpaid parental leave no other leave entitlements accrue. During the period of firm sponsored paid parental leave, no other leave entitlements accrue. If you take annual leave or long service leave as part of your parental leave, you will accrue normal benefits during this period of annual leave or long service leave.

The period of time you take as unpaid or paid parental leave does not count towards continuous service. When you return to work on a permanent basis, your period of continuous service recommences. This is especially important when calculating your period of continuous service in relation to long service leave entitlements.

8. Paid parental leave - periods of paid leave for further children

* Entitlement to parental leave for subsequent births/adoptions

Once you have returned to work, you must be employed for at least one more year with the firm before you are entitled to any further unpaid parental leave.

* Entitlements for employees who return to work after first period of paid parental leave

Once you have returned to work, you must be employed for at least one more year with the firm before you are entitled to any further paid parental leave.

If you had not completed 2 years of employment with the Firm prior to taking your parental leave the first time, refer to the above paid conditions.

If you had completed 2 years of employment with the Firm prior to taking your parental leave the first time, you are not required to requalify for the initial 6 weeks paid leave. Your paid leave entitlement will be 6 weeks for the next child (after having returned to work for at least one year), plus the additional weeks as per the table below.

Paid Parental Leave Table Employees - subsequent births/adoptions whilst employed with the firm

Completed Years of Employment with the Firm upon return from parental leave	Paid entitlement - subsequent births/adoptions
0	Nil
1	6 weeks
2	8 weeks
3	10 weeks
4 years plus	14 weeks

DURING PREGNANCY

1. If you are sick when you are pregnant

Any pregnant employee who has not commenced parental leave and who suffers any pregnancy related or other illness must utilise her sick leave entitlements. If insufficient paid sick leave entitlement is available, then unpaid special parental leave is granted for such period as a medical practitioner certifies necessary. Unpaid special parental leave will be counted as part of parental leave. If due to ill health you need to commence your parental leave earlier than anticipated you may do so, and utilise your paid and unpaid parental leave entitlements.

2. How long can you work up until the birth

In terms of Schedule 1A Part 2 Clause 6(3) of the Act, you will normally commence parental leave six weeks prior to your expected date of confinement. If you wish to work any period closer to your expected date of confinement, the Firm requires you to provide a certificate from your medical practitioner stating that you are fit to work.

DURING PARENTAL LEAVE

1. Support from the Firm during parental leave.

All staff on parental leave of any form or duration will receive active support from the Firm during the leave period to ensure that connections with the firm are well maintained.

Prior to commencement of parental leave, the relevant Practice Group Leader or immediate manager and the individual will appoint a colleague to keep the individual updated with functions, events, minutes of relevant meetings and newsletters. This "buddy" duty will be part of that person's working function and buddies can carry out these responsibilities during work time.

The staff member on leave will be invited to attend all relevant functions and meetings.

2. Undertaking work with The Firm while on parental leave

You may wish to work while on parental leave. Work may consist of set or flexible hours per week, undertaking day to day work or any overflow of work.

Continuing work on this basis during the parental leave period is at the discretion of the Firm on a case by case basis and will be agreed between you and your Practice Group Leader/Manager in consultation with the Human Resources Manager.

Should such work be done during an unpaid parental leave period, the individual will be paid an hourly rate (to be agreed between the Practice Group Leader/Manager and the Human Resource Manager). This rate will be a casual rate which is increased to take into account the fact you are not accruing annual leave, sick leave or long service leave entitlements for this work.

Any work for the Firm during the paid parental leave will be paid and these days will not be deducted from your paid parental leave entitlement.

3. Requests for permission to work for another employer whilst on parental leave

The Firm will not ordinarily agree to Employees working for other employers whilst on parental leave. This means that you may not undertake paid work with another employer while on paid or unpaid parental leave without the written permission from the HR Manager. All requests for permission to work for another employer must be put in writing to the HR Manager.

Failure to gain written permission prior to commencing work with another employer could lead to your employment with the Firm being terminated.

4. Extending or shortening Parental Leave

Under the Act you are entitled to apply for either an extension of parental leave or a shortening of the leave period.

Provided the required notice is given the Firm is obliged to grant your request to extend leave (provided the total leave does not exceed a maximum of 12 months) but shall only be required to consider your request to shorten the period in the circumstances as outlined below.

Please note that whilst the Firm will make every effort to accommodate your needs you are only entitled to adjust your leave period once.

* Shortening your leave period

A shortening of parental leave will only take place if the Firm can accommodate this request and you have applied for this at least (4) weeks prior to the date you wish to return.

You may not return to work less than six weeks following the birth of a child, unless the pregnancy miscarries or results in a still birth and this occurrence is confirmed by a certificate from a medical practitioner.

Should a planned adoption not proceed or a pregnancy terminates in miscarriage, please notify the Human Resources Manager of the Firm. If you have already commenced parental leave, the Firm will arrange for you to return to work within four weeks following the notification (if this is your wish) or as otherwise arranged with you.

* Extending leave period

You can extend your parental leave (up to the maximum of 12 months) by providing two (2) weeks notice of your intention to do so.

5. Replacement Employee

The Firm may employ a "replacement employee" to cover the period of absence of a staff member on parental leave. A replacement employee will be informed of the temporary nature of their employment prior to commencement. In some circumstances the Firm may transfer or promote an existing employee for the duration of parental leave. The Firm will advise the employee of the temporary nature of this appointment.

RETURNING TO WORK

1. Timing of return

As mentioned above you may not return to work less than six (6) weeks following the birth of a child, unless the pregnancy miscarries or results in a still birth and this occurrence is confirmed by a certificate from a medical practitioner.

2. Notice of return to work

If you are on parental leave you must provide The Firm with at least four (4) weeks notice in writing of your intent to return to work.

3. Returning to former position

Upon returning to work you are entitled to your former position or, should that position no longer exist, a position of equivalent salary, conditions and status.

4. If you return to work prior to expiration of paid leave period

If you receive paid parental leave and return to work prior to the expiry of the period of paid parental leave then paid parental leave will cease but the balance of any entitlement will be available to meet child care costs.

5. Return to work plan

When notification is received, your Practice Group Leader or Manager will contact you to develop an agreed plan for your return to work. This plan will be in writing and will cover date of return, basis of return (full-time or part-time), hours/days of work (if less than full-time), hourly rate or salary, position and location, nature of functions/tasks, supervisor and any other matters which you and the Firm think relevant to help you back into the firm. A copy of this plan is to be forwarded to the Human Resources Manager for retention on your Personnel File at least one (1) week prior to the return to work date.

6. You may wish to return to work on a part-time basis following parental leave

The Firm will consider such requests carefully, but please be aware that the Firm may not be able to accommodate your request for part-time employment due to operational circumstances, personnel needs or client service requirements. Any such requests and arrangements will be handled strictly on a case by case basis at the discretion of the Firm.

Approval for all such arrangements will be given only by the HR Manager after discussion with the Managing Partner.

THE PROCESS OF APPLYING FOR PARENTAL LEAVE

Step 1 Informing the firm of your intentions (10 weeks prior)

All forms of parental leave must be notified in a Leave Application to your Practice Group Leader/Manager at a minimum of 10 weeks prior to the expected date of confinement or adoption placement.

You must also attach the following documentation:

- * **Birth of a Child:** For both primary and non primary caregiver leave applications, a certificate from a medical practitioner must be attached to the standard Leave Application form, confirming the pregnancy, the name of the pregnant woman and the expected date of confinement.
- * **Adoption of a Child:** For both primary and non primary caregiver leave applications, the following must be attached to the standard Leave Application form:
 - * a statement from the adoption agency or another appropriate body of the expected date of placement of the child for adoption; or
 - * a statement from the appropriate government authority confirming that you are to have custody of the child pending application for an adoption order.

Completed applications should be forwarded in the first instance to your Practice Group Leader/Manager who will ensure that all required documentation is correct. The Practice Group Leader will forward the application to the Human Resources Manager.

The documentation then needs to be directed to Human Resources Manager as soon as possible for actioning.

Step 2 Further Documentation to be provided (4 weeks prior) Parental Leave relating to the Birth of a Child

1. Statement prior to commencing parental leave

At least four (4) weeks prior to commencing parental leave, you are required to provide the Firm with a signed statement including:

- * whether you are seeking the leave to become the primary or the non primary caregiver of your child;
- * particulars of the parental leave to be taken by your spouse;
- * details of the period of parental leave that you will be taking;
- * an anticipated date of return to work; and
- * an agreement that for the period of parental leave you will not engage in any conduct inconsistent with the Firm's policies, for example undertake other paid employment.

2. Intention to return to work, and repayment of paid leave if you do not return to work for one full year

If your leave is to include a period of paid primary caregiver leave, you will also require:

- * a declaration that you will be returning to work for a minimum of one (1) year at the completion of the total primary caregiver leave period; and
- * a commitment to repay to the Firm the full amount of the paid primary caregiver leave benefit should you not return to work, or one half of the paid primary caregiver leave benefit should you resign from the Firm within one year of returning to work.

Parental Leave relating to the Adoption of a Child

1. Statement prior to commencing parental leave

At least four weeks prior to commencing parental leave, you are required to provide The firm with a signed statement including:

- * whether you are seeking the leave to become the primary or the non primary caregiver of your child;
- * particulars of the parental leave to be taken by your spouse;
- * details of the period of parental leave that you will be taking;
- * an anticipated date of return to work; and
- * an agreement that for the period of parental leave you will not engage in any conduct inconsistent with the Firm's policies, for example undertake other paid employment.

2. Intention to return to work, and repayment of paid leave if you do not return to work for one full year

If your leave is to include a period of paid primary caregiver leave, you will also be required to provide:

- * a declaration that you will be returning to work for a minimum of one year at the completion of the total primary caregiver leave period; and
- * a commitment to repay to the Firm the full amount of the paid primary caregiver leave benefit should you not return to work, or one half of the paid primary caregiver leave benefit should you resign from the Firm within one year of returning to work.

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ANNEXURE E: LONG SERVICE LEAVE POLICY

PURPOSE

The Firm recognises the importance of retaining its staff. One way of recognising staff who remain with the firm for long periods is through the provision of long service leave.

SCOPE

Staff who are eligible for Long Service leave are:

- * Permanent full time employees; and
- * Permanent part time employees.

Part time employees are entitled to a pro rata amount of leave.

PROVISIONS

1. Basic entitlement

You are entitled to 13 weeks long service after 10 years of employment. After each subsequent 5 year period of continuous service, you will be entitled to an additional 4.33 weeks of long service leave.

This is summarised in the table below:

Number of Years of Service	Entitlement to Long Service Leave
10 years	13 weeks
15 years	17.33 weeks
20 years	21.66 weeks
25 years	26 weeks

2. Definition of continuous service

Continuous service is calculated as one period of employment with the firm, starting from the first date of employment for that period. Parental leave and leave without pay does not count towards continuous service but it does not break the period of employment.

For example if during your period of employment you take 6 months parental leave this would result in your entitlement to Long Service Leave falling due 10.5 years from the first day of employment as opposed to 10 years.

3. Long Service Leave Entitlement at Termination

Long Service Leave will be paid out in accordance with the relevant legislation at the time and based on the accrual rates as outlined under "Basic Entitlement".

PROCESS

4. How to apply for long service leave

If you wish to take long service leave you must complete a leave form and discuss your request with your Manager/Practice Group Leader by 31 March of the preceding financial year.

Once you have agreed to the timing of that leave you must forward a signed copy of the leave form to Payroll.

You should note that failure to complete a leave application form in respect of any period of leave constitutes unacceptable behaviour and will be dealt with under the Code of Conduct Policy.

As with annual leave, once long service leave falls due after 10 years, it is granted as leave only with the Firm's permission. The Firm reserves the right to direct you to take accumulated long service leave and in such circumstances will give at least 4 weeks notice.

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ANNEXURE F: BEREAVEMENT (COMPASSIONATE) LEAVE POLICY

PURPOSE

To provide paid leave to assist Employee's when a family member or close associate dies.

SCOPE

Staff who are eligible for bereavement leave are:

- * Permanent Full time employees; and
- * Permanent Part time employees.

Part time employees are entitled to the same amount of leave with pay as full time employees.

PROVISIONS

1. Entitlement to Bereavement Leave

You are entitled to five (5) days paid bereavement leave when a member of your immediate family dies. Immediate family includes partner, former partner, spouse, former spouse, de facto spouse or former de facto spouse, child or adult child, (including an adopted child, step-child or ex nuptial child), parent (including stepparent), grandparent, grandchild or sibling of the Employee or the Employee's partner or spouse.

In addition, you are entitled to paid bereavement if a person in the following category dies

- * a foster parent or child;
- * a relative who has taken the place of a parent;
- * a relative residing with the Employee at the time of the death; or
- * other close associates where the Employee is the only relative of the deceased person and is the only person available to make the funeral or care arrangements.

2. If you need to take more time off work

You may feel that you need to take more time off work. This may be because you need to travel interstate for the funeral or because you require more time to spend with family before returning to work.

You may take up to another 3 consecutive working days that will be deducted as paid sick leave.

If you need more than a total of 8 days (5 bereavement and 3 sick days), further leave may be approved as annual leave.

3. What if I need to take bereavement leave more than once in a year?

You are entitled to bereavement leave for the death of each person who falls into one of the above categories. There is no limit in any one year, nor is there any accumulation of this leave across years of service.

4. Bereavement leave during probation

If you request bereavement leave during your probationary period, the Firm will accommodate up to 5 days without pay.

Please note that your probationary period may be extended by the number of days of leave taken during your probationary period.

PROCESS

5. How to apply for the leave

* You will need to fill in a leave form following your return to work and have it signed by your Practice Group Leader/Manager.

- * You should then forward it to Payroll where it will be recorded as Bereavement Leave (5) days.
- * If you take an extra 3 days this will be deducted from your sick leave entitlements.
- * Any further approved leave beyond 8 days will be recorded as annual leave.
- * Failure to complete a leave application in respect of any period of leave constitutes unacceptable behaviour and will be dealt with as such under the Code of Conduct Policy.

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ANNEXURE G: RELIGIOUS & CULTURAL LEAVE

PURPOSE

To ensure that the needs of the Firm's culturally diverse population are recognised.

SCOPE

Staff who are eligible for religious and cultural leave are:

- * Permanent Full time employees; and
- * Permanent Part time employees

Part time employees are entitled to the same amount of leave with pay as full time employees.

PROVISIONS

1. Paid Religious and Cultural Leave

You shall be entitled to up to 2 days religious and cultural leave per annum, where the day of significance is not covered by State, Territory or Commonwealth public holidays. Further leave may be granted upon application to your Practice Group Leader/ Manager.

These days are not cumulative and will only be approved for specifically identified events of major religious or cultural significance that are traditional to and established within the community with which the Employee identifies.

PROCESS

2. How to Apply for Religious and Cultural Leave

Paid leave will be granted by Practice Group Leaders/Managers at their own discretion.

You must fill in a Leave Form and have it signed by your Practice Group Leader/Manager and then forward it to Payroll for processing.

Practice Group Leaders/Managers are to use their own judgement and discretion in approving applications, but where in doubt are to consult with the Human Resources Manager.

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ANNEXURE H: BLOOD DONOR LEAVE POLICY

PURPOSE

To ensure that employees of the Firm who attend a Red Cross Blood Centre to donate blood are able to do so during working hours.

SCOPE

Staff who are eligible for blood donor leave are:

- * Permanent Full time employees; and
- * Permanent Part time employees.

Part time employees are entitled to the same amount of leave with pay as full time employees.

PROVISIONS

1. Paid Blood Donor Leave

You are entitled to paid leave for periods of up to 2 hours to donate blood.

PROCESS

2. How To Apply For Blood Donor Leave

Paid leave will be informally granted by Practice Group Leaders/Managers at their own discretion. No further process is required.

You are required to give reasonable notice to your Practice Group Leader/Manager of the time and date upon which you are requesting to be absent for the purpose of donating blood.

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ANNEXURE I: EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION POLICY

PURPOSE

1. Why does the Firm have an Equal Opportunity and Anti Discrimination policy?

The Firm is an equal opportunity employer and is committed to the right of all employees to work in an environment free from discrimination and harassment.

We realise that you can't be fully productive if someone is discriminating against or harassing you because of an irrelevant personal characteristic.

Discrimination and harassment are against the law and are unacceptable forms of behaviour. It does not matter whether or not it is intended. Discrimination or harassment will not be tolerated by the Firm and will result in disciplinary action or even dismissal.

2. What are the Firm's objectives?

The Firm aims to provide everyone with equal opportunity in all aspects of employment and ensure the working environment, including conferences, functions and social activities are free of harassment and discrimination.

The Firm has developed an equal opportunity workplace program (including an equal employment opportunity for women program implemented on 1/2/89) designed to ensure that action is taken to eliminate all forms of discrimination and harassment and that specific measures are implemented to achieve equal opportunity.

SCOPE

Equal Opportunity and Anti Discrimination extends beyond the traditional employment domain and encompasses but is not limited to:

- * Full time employees;
- * Part time employees;
- * Casuals;
- * Articled and Graduate Clerks;
- * Contract employees;
- * Temporary staff;
- * Consultants and Suppliers to the firm;
- * Work experience students;
- * Practical Placement students; and
- * Clients

3. When and where can discrimination occur?

Discrimination and harassment can occur in any of the relationships and interactions you have while employed with the Firm, for instance, with your supervisor, a co-worker, a service provider or client.

Discrimination is unlawful in all aspects of employment. This includes:

- * When employing a new staff member, for example asking inappropriate questions during a job interview;
- * In the terms and conditions of employment, for example, refusing to make reasonable adjustments so that a vision impaired person can do their job;
- * In providing opportunities for promotion, transfer, training or any other employment benefits;
- * When terminating employment, for example where an employee resigns because of intolerable sexual harassment.

Harassment is unlawful in any work related context, including conferences, work functions, and business trips.

Provisions

5. What personal characteristics are protected against discrimination?

The personal characteristics protected against discrimination are:

- * Sex (including sexuality, lawful sexual activity, and gender identity);
- * Race (including colour, descent, or national or ethnic origin and offensive behaviour based on racial hatred);
- * Impairment - Physical, Psychological, Intellect (including assumed, past, and potential disability);
- * Age;
- * Family responsibilities (including breastfeeding, parental status and carer status);
- * Pregnancy (including potential pregnancy);
- * Marital status;
- * Physical features;
- * Political and religious belief and activity;
- * Industrial activity (being a union rep or a workplace delegate); and
- * Criminal record.

Individuals who are associated with people with these characteristics are also protected (personal association).

For example, it is unlawful discrimination if a parent is refused a job because the employer assumes he/she will need time off work to look after a child with a disability.

5. What is Discrimination?

Discrimination is made unlawful by numerous pieces of Federal and State legislation. Discrimination includes direct discrimination, indirect discrimination, and harassment.

Direct discrimination occurs if you treat another person less favourably than others because of an irrelevant personal characteristic that you assume or know they have. For example, if an employee is not given the same opportunity to attend training because she is pregnant and due to go on maternity leave.

Indirect discrimination occurs if you impose a requirement, benefit, condition or practice that treats everyone in the same way and appears neutral; but which significantly reduces the ability of people with a particular irrelevant personal characteristic to comply or benefit. For example, if a Manager decides to give a promotion based on who has been working with the Firm for the longest, it is likely that younger employees will be disadvantaged. This may be indirect age discrimination.

6. What is Harassment?

Harassment is a type of discrimination and can include sexual harassment, racial harassment, disability harassment or harassment because of any other protected personal characteristic (see below).

Harassment is behaviour that is not wanted and is likely to cause an uncomfortable or hostile workplace by humiliating, offending or intimidating a person. It does not have to be targeted at an individual to create an offensive, hostile or demeaning environment.

Harassment is not determined by whether the person being harassed says that the behaviour or remarks are offensive and unwelcome. In fact, they might even go along with it to avoid confrontation and victimisation or due to fear and intimidation. Examples of harassment include:

- * Jokes or comments made about a person's racial characteristics or disability;
- * Encouraging others to exclude a person suspected of having HIV
- * Display of a cartoon about mental illness that offends someone passing by;
- * Demeaning treatment of a younger person such as patting them on the head; and
- * Viewing, downloading (from the internet), displaying or distributing pornographic or discriminatory material.

Specifically, sexual harassment occurs if you make an unwelcome sexual advance, an unwelcome request for sexual favours or engage in other unwelcome conduct of a sexual nature that makes a person feel offended, humiliated or intimidated.

Sexual harassment can take many different forms and may include:

- * Sex based insults, taunts, teasing or name calling;
- * Smutty jokes or comments;
- * Repeated invitations to go out after prior refusal;
- * Uninvited touching;
- * Display of obscene or pornographic material, eg, posters or internet pictures;
- * General sexual banter;
- * Making promises or threats in return for sexual favours; or
- * Persistent questions or insinuations about a person's private life.

Sexual harassment is not behaviour that is based on mutual attraction, friendship and respect. If the interaction is consensual, welcome and reciprocated it is not sexual harassment.

Discrimination and harassment can occur whether or not you intended to discriminate or are aware of the discrimination. Whether you consider the treatment less favourable or the behaviour offensive is also irrelevant.

YOUR RESPONSIBILITIES

You can be held personally liable for acts of discrimination and you could also be exposing the Firm to liability.

Practice Group Leaders and Managers have the responsibility to:

- * Ensure that all team members are aware of and understand this policy, ensure all your team members attend training workshops on EO & Anti Discrimination;
- * Model appropriate behaviour;
- * Monitor the working environment to ensure acceptable standards of conduct;
- * Where discrimination or harassment is observed or reported take action immediately to investigate and resolve the matter as per the Firm's complaints procedures;
- * Ensure your team members know that you want to hear from them if they have a concern or complaint. Make sure they know who else they can talk to if they don't want to talk to you; and
- * Understand your general responsibilities as a staff member as listed below.

Staff members have a responsibility to:

- * Comply with this policy and not discriminate against or harass anyone;
- * Attend EO & Anti Discrimination training sessions where directed by the firm;
- * Take action if you feel you are being discriminated against (see below);
- * Offer support to anyone who is being discriminated against or harassed and let them know where they can get help and advice. Do not say anything to the person accused of harassment or discrimination;
- * Maintain confidentiality in all instances. Disciplinary action will be taken against anyone who breaches confidentiality;
- * Not engage in victimisation in relation to any complaint.

Do not victimise or retaliate against a person who has complained of discrimination or who is associated with the investigation and resolution of a complaint. Disciplinary action will be taken against anyone who victimises another staff member.

What do I do if I think I am being discriminated against?

If you can, tell the person who is discriminating against you to stop it.

If you don't feel comfortable doing this, talk to your supervisor who will advise you about the Firm's complaints procedures and ensure they are implemented. Alternatively, go to the Practice Group Leader of your section, the Human Resources Manager, a union representative or a Contact Support Officer.

A list of Contact Support Officers and union representatives can be found in the following places:

Intranet

Photocopy Rooms

Precedents

Staff Induction Pack

The Firm is committed to addressing incidents of discrimination and harassment quickly, impartially and confidentially. If you feel you are being discriminated against tell us. We will listen to you and take your concerns very seriously.

We will ensure that you will not be disadvantaged or victimised for making a complaint. Immediate disciplinary action will be taken against anyone who victimises a person who has complained of discrimination or who is associated with the investigation and resolution of a complaint.

If you have any queries in relation to this policy please contact a member of the Human Resources Group.

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ANNEXURE J: STUDY ASSISTANCE POLICY

PURPOSE

The Firm is committed to staff by providing positive opportunities for employee growth and development. The Study Assistance Policy is an important part of the Firm's demonstration of that commitment.

The Firm also recognises that in many circumstances further study by employees has a direct and ongoing benefit to the Firm.

SCOPE

Staff who are eligible for study assistance are:

- * Permanent Full time employees; and
- * Permanent Part time employees.

Part time employees are entitled to a pro rata amount of leave with pay.

PROVISIONS

1. Work Related Study

Study Assistance for tertiary level or equivalent programs or courses that have a direct job-related value will be considered for both paid time for course attendance during working hours and for payment of fees.

Financial Assistance	Up to a maximum of 100% of course fees.
and/or Paid Leave to attend lectures/classes	Up to a maximum of 5 hours per week during semester or when the subject is taught on an intensive basis up to 8 days per semester to attend these lectures
and/or Paid Leave for study/exams	1.5 days per subject per semester (Maximum of 6 days per annum)

Agreement should be reached between you and your Practice Group Leader/Manager as to what level of assistance the Firm can provide. The Practice Group Leader/Manager will use their discretion firstly in assessing whether or not the study is work related and secondly what mix of assistance will be given ie: financial assistance and/or leave.

Generally the Firm will not provide more than \$2,000 per annum as study financial assistance. You also need to be aware that the paid leave to attend lectures/classes will be approved based on the course/subject requirements, and business requirements at that time. You should discuss this with your Practice Group Leader/Manager prior to enrolling in any course/subject.

2. Personal Study Programs

Study programs outside the job-related training provided by the firm are recognised as having a personal development value that may also add value to the firm's skill base.

Study assistance approvals for programs which are not directly job related but may enhance your personal skills within the workplace will be considered for either paid time for course attendance during working hours or for payments of fees, but not for both.

Financial Assistance	Up to \$500.00 in total
or Paid Leave to attend lectures/classes	Up to a maximum of 1 hour per week during semester
or Paid Leave for study/exams	Up to 2 days per annum

PROCESS

3. Study Assistance and Budgets

Practice Group Leaders/Managers are to certify that Study Assistance applications can be funded directly from their own budgets.

To allow for the finalisation of Practice Group budgets, any Study Assistance proposals must be put forward to your Practice Group Leaders/Managers by April at the latest in the financial year preceding commencement of the study program.

4. How to apply for Study Assistance

All proposals must be approved in writing prior to any course commitments being entered into. No retrospective approvals will be granted.

Your proposal must include:

- * the name and description of the program;
- * the teaching institution;
- * the full cost and time requirement of the program;
- * the fee payment and/or paid time off being sought from the Firm; and
- * the benefit to the Firm of your undertaking the program.

The terms of the grant of study assistance are to be agreed between you and your Practice Group Leader/Manager concerned and must be approved by the Managing Partner.

A copy of the agreement will then be forwarded to the Human Resources Group.

All Study Assistance proposals are only approved for a period of 12 months from commencement of the program. A new Study Assistance proposal must be completed every 12 months. The Firm doesn't guarantee the same level of assistance each year.

5. Timing of Payment of Study Related Fees

Fees approved for payment by the Firm under section 1 above will be paid upfront directly by the Firm. In circumstances where your fees are higher than the amount of financial assistance agreed to, the following options will be available to you:

- * Upon receipt of the invoice the firm will pay the whole amount by cheque to the relevant institution and the balance will be deducted from your pay; or
- * Upon receipt of the invoice the firm will provide a cheque (addressed to the relevant institution) to you and the method with which the balance is to be paid will be determined by you.

Fees approved under section 2 above are to be paid by you in the first instance and reimbursed by the firm against production of a receipt.

Invoices and reimbursement receipts are to be provided to the Human Resources Group as soon as possible. You should allow 2-3 weeks for processing.

6. Timing and Recording of Study Leave

If you are given approval to take paid study leave you should as soon as practicable notify your Practice Group Leader/Manager of the timing of this leave. You will need to fill in a Leave Form and have it signed by your Practice Group Leader/Manager. You should then forward the signed form to the Human Resources Group.

7. Conditions Relating to Reimbursing the Firm

If you resign or are terminated in accordance with the Code of Conduct Policy during or after completing the course you are required to reimburse the Firm for any monies paid towards your study assistance in accordance with the table below.

Time elapsed between date of commencement of successfully completed subject and the date of resignation/termination	Percentage of subject/tuition fees paid by the Firm that must be repaid by you
0-12 months	100%
12-18 months	75%
18-24 months	50%

24 - 36 months	25%
After 36 months	0%

Furthermore you are required to satisfactorily complete each subject (ie pass) forming part of the course and you will provide a copy of results at the completion of each subject to Human Resources. In the absence of exceptional circumstances should you fail to satisfactorily complete each subject you will be required to reimburse the firm the amount paid by the firm for that particular subject.

The firm may deduct any study assistance leave monies owing from any wage/leave entitlements owing to you at the time of resignation. Any outstanding monies must be paid within three month's of leaving the firm.

By accepting study assistance from the firm, you are agreeing to these reimbursement conditions.

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ANNEXURE K: RELOCATION POLICY (TEMPORARY)

PURPOSE

This policy covers all staff that relocate within Australia for one month or more at the request or direction of the Firm. The relocation is only temporary and as such the person who relocates is deemed to be living away from home rather than permanently relocating.

Where relocation is a result of redeployment by the Firm of a staff member to another office, the Firm will pay the necessary cost of relocation. Relocation arising from successful application for an internal vacancy is considered to be a mutual arrangement so the Firm will contribute up to 50% of the cost of getting you there and settling you in.

SCOPE

Staff who are eligible for relocation assistance are:

- * Permanent Full time employees;- and
- * Permanent Part time employees

Part time employees are entitled to the same assistance as full time employees.

PROVISIONS

1. Guidelines

This policy provides a framework of intention designed to achieve consistency and equity and to set a limit on acceptable costs. The policy will usually be applied as written, but there is the possibility for flexibility when specific situations require a different approach. At these times this policy document will act to reflect the spirit of the Firm's intentions. Benefits not expressly covered in this policy are generally not available (subject to the provisions for flexibility outlined above).

The relocation term and specific benefits to be provided should be clear and agreed from the outset. They are to be put in writing and signed off by the Managing Partner prior to departure or as soon as

possible after a review.

Since the circumstances of relocation can and often do change with time, all relocations that go beyond twelve months are to be reviewed annually.

Where applicable, the class of travel and standard of accommodation used should comply with the Firm's Travel Policy.

2. Principles

- * Relocation costs are to be held at a level that enables the Firm to service clients properly and make a return on investment that ensures ongoing employment for staff. Benefits provided will always be governed by the capacity of the Firm and/or clients to bear the costs
- * Neither you nor the Firm should experience windfall gains or losses as a result of relocation. The Firm will pay for necessary expenses incurred as a result of relocation, above the normal living expenses you incur at home, so that you can maintain a reasonable standard of living.
- * The Firm is committed to maintaining formal and regular communication links with you when relocated so that you receive necessary support and are kept up to date with events at the main office.
- * The Firm recognises that relocation changes the normal living environment, not only for you but also for your family and it recognises that concerns about your family can impact on your well being and capacity to work. Slater & Gordon is committed to assisting you with maintaining contact with your family and providing support for family members.

SUPPORT PROVIDED

1. Familiarisation and Settling in

You may take up to 3-5 days leave to locate rental accommodation/a house to buy and, if applicable, education and child care facilities. The Firm will pay for return airfares, accommodation, reasonable meals and local travel for you and your partner during your visit.

If accommodation has not been secured prior to departure, the Firm will pay for temporary apartment style accommodation, reasonable meals, laundry, and local business travel for you and your family for up to 14 days. The cost of meals, laundry and local business travel will come out of the 'Relocation Payment' for incidentals. This may be extended (with prior approval of the Managing Partner) for another 14 days if there has been a delay in availability of accommodation or arrival of essential goods, or a heavy workload preventing accommodation searches. Up to 10 of the initial 14 days may also be used prior to departure if you need to vacate your home.

2. Travelling to the assignment location

The Firm will pay for:

- * Least cost airfares and necessary public ground transportation en route for you and your family to travel to the assignment location; or
- * Kilometres travelled if you choose to drive to the assignment location where this is cheaper than flight plus car freight (where entitled to take your car); and
- * Necessary excess personal baggage, for example, where you need to take reference material or where you will be away from home for an extended period (usually at least six months).
- * Reasonable travel time will be allowed during working hours.
- * If your family is relocating with you and you need to go to the assignment location in advance, the Firm may pay for you to return and help them move.

3. Removal, Freight and Storage

This section applies to you living away from home for periods of six months or more only.

i. Furniture and Household Goods

If you vacate your home while temporarily relocated, the Firm will pay for storage of household items in your home location for the duration of the assignment and for removal of necessary personal effects as follows:

- * Single 15m³ of goods
- * Couple 30m³ of goods
- * Family Up to 60m³ of goods

The Firm will pay for insurance up to the value of \$100,000.00. Such insurance will be calculated on 3.3% of the declared value of the goods.

ii. Motor Vehicles

The Firm may pay to transport by the least cost method one car if relocating by yourself or two cars if accompanied by your partner.

iii. Pets

The Firm may pay for transporting pets that currently live with you and boarding fees at the home and assignment locations for up to two weeks each.

iv. Other

Items that have specific transport requirements will be considered separately but generally the Firm will not pay for their removal unless small enough to be transported with household items or required for health reasons.

4. Transport at the assignment location

This section applies to living away from home for periods of six months or more only.

Where approval has been given to take your motor vehicle, the Firm will reimburse rental of a car that is comparable to your private vehicle for up to 15 days or until arrival of your freighted car whichever is sooner.

5. Accommodation and Meals While Relocated

Hotel/motel accommodation should only be used during familiarisation.

Self-contained, serviced apartments or fully furnished rental accommodation should be used for relocations between one and six months and for settling in periods.

Fully furnished rental accommodation or unfurnished rental accommodation with hire furniture should be used for relocations longer than six months.

The Firm will contribute to accommodation costs via a tax-free Living Away From Home Allowance (LAFHA) payable for up to two years.

The LAFHA compensates you for any additional cost between the cost of your home accommodation and comparable accommodation in the assignment location.

If you sell your home and buy a new one in the new location you will no longer qualify for a LAFHA as you will no longer be treated as living away from home.

The Firm will reimburse utility and phone connection fees as part of the 'Relocation Payment' for incidentals.

6. Relocation Payment

A taxable, upfront 'Relocation Payment' is made available so that you are not financially disadvantaged by incidental expenses. The amount of the Relocation Payment is determined by taking into consideration the cost of reasonable incidentals plus additional loadings for partners and dependents. Incidentals include cleaning vacated and new premises, changes to your licence and registration and restocking of initial basic food supplies.

The amount of the Relocation Payment will be up to:

- * \$1,500 where you relocate on your own;
- * \$2,500 where you are accompanied by your partner; and
- * \$500 for each dependent that accompanies you.

These amounts are reduced by 30% if you are staying in serviced self-contained apartments during your relocation.

No other reimbursements will be made for incidentals.

7. Maintaining Contact with the Main Office While Relocated

Human Resources will assist you with identifying and briefing a formal contact person whose role it will be to keep you informed of changes, events, and news occurring within the Firm and to provide support as you need it.

8. Support for Families

i. Family Does Not Relocate

The Firm may pay for:

- * All telephone calls to your family so long as they do not become unreasonable or interfere with the efficient running of your assignment; and
- * Up to A\$200 per month for the provision of family and home services that would otherwise have been provided by the absent staff member.

ii. Family Relocates With You

This section applies to periods where you live away from home for periods of six months or more only.

If dependents need to board at the home location to avoid disruption while completing year eleven/twelve or a first degree/qualification, Slater & Gordon may reimburse 50% of reasonable boarding costs and pay for return economy airfares for each child per semester/term.

The Firm may also pay for:

- * Additional fees incurred as a result of moving your dependents to a comparable school at the assignment location and for new school uniforms; and
- * Your partner to obtain assistance with finding employment.

9. Home visits

The Firm may pay for:

- * One return airfare every two months provided there's at least two weeks to go (where have relocated by yourself); or
- * A return airfare every twelve months to a maximum of three for you and your family (where your family has relocated with you).

If your family has not relocated with you, airfares can be used for them to visit you at the assignment location.

Unused trips cannot be accrued and used once you have left the assignment location or exchanged for cash.

In an emergency the Firm will pay for return airfares for you and your family to go to your home location.

10. Repatriation

Relocation is a means of developing business and skills. When you relocate, you gain experience that the Firm values and wishes to retain. Prior to completion of your assignment, the Firm will begin working with you to plan your next position. Every effort will be made to reassign you to a comparable or better position that meets both your aspirations and the needs of the Firm.

When you are returning to your home location on completion of the assignment, the Firm will pay to transport you and your family back to your home location and for reasonable removal expenses.

If, through no fault of your own, your assignment is terminated earlier than expected, the Firm will pay for:

- * Up to 20 days temporary accommodation at the home location;
- * Storage for a maximum of 20 days from completion of the assignment; and
- * Any lease breaking costs.

If you resign you can apply to the Firm to pay to transport you, your family and reasonable personal belongings back.

11. Reimbursement Upon Termination

You may be required to reimburse the Firm for monies paid for relocation if you resign or commit a breach of your agreement which entitles the Firm to summarily dismiss you, during or after your relocation, if you have requested the move.

Should you be required to reimburse the Firm for any monies paid towards your relocation it will be in accordance with the table below.

Under these circumstances the Firm reserves the right to deduct any monies owed from your accrued entitlement/including any annual and long service leave, in lieu of funds paid for your relocation.

In the event that your accrued entitlements are less than the amount you owe the firm, you will be required to repay the balance owing within 8 weeks of your final date of employment with the firm.

Time elapsed between date of relocation and the date of resignation/termination	Percentage of relocation costs paid by the Firm that must be repaid by you
0-6 months	100%
6-12 months	50%
12-18 months	25%
After 18 months	0%

You may apply to the Firm to waive this repayment requirement where it is clearly demonstrated that some pressing personal circumstance demands that you terminate your employment. Such circumstances might relate to your health or to that of an immediate spouse or dependant but shall not include the opportunity to gain employment elsewhere.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

ANNEXURE L: RELOCATION POLICY (PERMANENT)

PURPOSE

This policy covers all staff that relocate within Australia permanently at the request or direction of the Firm.

Where relocation is a result of redeployment by the Firm of a staff member to another office, the Firm will pay the necessary cost of relocation. Relocation arising from successful application for an internal vacancy is considered to be a mutual arrangement so the Firm will contribute up to 50% of the cost of getting you there and settling you in.

SCOPE

Staff who are eligible for relocation assistance are:

- * Permanent Full time employees; and
- * Permanent Part time employees

Part time employees are entitled to the same assistance as full time employees.

PROVISIONS

1. Guidelines

This policy provides a framework of intention designed to achieve consistency and equity and to set a limit on acceptable costs. The policy will usually be applied as written, but there is the possibility for flexibility when specific situations require a different approach. At these times this policy document will act to reflect the spirit of the Firm's intentions. Benefits not expressly covered in this policy are generally not available (subject to the provisions for flexibility outlined above).

The relocation term and specific benefits to be provided should be clear and agreed from the outset. They are to be put in writing and signed off by the Managing Partner prior to departure or as soon as possible after a review.

Since the circumstances of relocation can and often do change with time, all relocations that go beyond twelve months are to be reviewed annually.

Where applicable, the class of travel and standard of accommodation used should comply with the Firm's Travel Policy.

2. Principles

- * Relocation costs are to be held at a level that enables the Firm to service clients properly and make a return on investment that ensures ongoing employment for staff. Benefits provided will always be governed by the capacity of the Firm and/or clients to bear the costs
- * Neither you nor the Firm should experience windfall gains or losses as a result of relocation. The Firm will pay for necessary expenses incurred as a result of relocation, above the normal living expenses you incur at home, so that you can maintain a reasonable standard of living.
- * The Firm is committed to maintaining formal and regular communication links with you when relocated so that you receive necessary support and are kept up to date with events at the main office.
- * The Firm recognises that relocation changes the normal living environment, not only for you but also for your family and it recognises that concerns about your family can impact on your well being and capacity to work. Slater & Gordon is committed to assisting you with maintaining contact with your family and providing support for family members.

SUPPORT PROVIDED

1. Familiarisation and Settling in

You may take up to 3-5 days leave to locate rental accommodation/a house to buy and, if applicable, education and child care facilities. The Firm will pay for return airfares, accommodation, reasonable meals and local travel for you and your partner during your visit.

If accommodation has not been secured prior to departure, the Firm will pay for temporary apartment style accommodation, reasonable meals, laundry, and local business travel for you and your family for up to 14 days. The cost of meals, laundry and local business travel will come out of the 'Relocation Payment' for incidentals. This may be extended (with prior approval of the Managing Partner) for another 14 days if there has been a delay in availability of accommodation or arrival of essential goods, or a heavy workload preventing accommodation searches. Up to 10 of the initial 14 days may also be used prior to departure if you need to vacate your home.

2. Travelling to the assignment location

The Firm will pay for:

- * Least cost airfares and necessary public ground transportation en route for you and your family to travel to the assignment location; or
- * Kilometres travelled if you choose to drive to the assignment location where this is cheaper than flight plus car freight (where entitled to take your car); and
- * Necessary excess personal baggage, for example, where you need to take reference material or where you will be away from home for an extended period (usually at least six months).
- * Reasonable travel time will be allowed during working hours.
- * If you have family relocating with you and you need to go to your new location in advance, the Firm will pay for you to return and help them move.

3. Removal, Freight and Storage

i. Furniture and Household Goods

The Firm Will pay for reasonable removal including packing, removal, insurance and storage at the home and assignment locations for up to thirty days each as follows:

- * Single 15m³ of goods
- * Couple 30m³of goods.
- * Family Up to 60m³ of goods

The Firm will pay for insurance up to the value of \$100,000.00. Such insurance will be calculated on 3.3% of the declared value of the goods.

ii. Motor Vehicles

The Firm will pay to transport by the least cost method one car if relocating by yourself or two cars if accompanied by your partner.

iii Pets

The Firm will pay for transporting pets that currently live with you and boarding fees at the home and assignment locations for up to two weeks each.

iv. Other

Items that have specific transport requirements will be considered separately but generally the Firm will not pay for their removal unless small enough to be transported with household items or required for health reasons.

For permanent relocations the Firm will pay for removal and storage (for up to one month each in the home and assignment locations) of recreational vehicles and equipment.

4. Transport at the assignment location

Where approval has been given to take your motor vehicle, the Firm will reimburse rental of a car that is comparable to your private vehicle for up to 15 days or until arrival of your freighted car whichever is sooner.

5. Accommodation and Meals While Relocated

If you are renting accommodation, the Firm will reimburse any additional cost between the cost of your home accommodation and comparable accommodation in the assignment location for the period that the rental benefit will be concessional[^] taxed under the Fringe Benefits Tax Rules.

This could be 4, 6 or 12 months depending on your personal circumstances.

The Firm will reimburse utility and phone connection fees as part of the 'Relocation Payment' for incidentals.

6. Relocation Payment

A taxable, upfront 'Relocation Payment' is made available so that you are not financially disadvantaged by incidental expenses. The amount of the Relocation Payment is determined by taking into consideration the cost of reasonable incidentals plus additional loadings for partners and dependents. Incidentals include cleaning vacated and new premises, changes to your licence and registration and restocking of initial basic food supplies.

The amount of the Relocation Payment will be up to:

- * \$1,500 where you relocate on your own;
- * \$2,500 where you are accompanied by your partner; and
- * \$500 for each dependent that accompanies you.

These amounts are reduced by 30% if you are staying in serviced self-contained apartments during your relocation.

No other reimbursements will be made for incidentals.

7. Maintaining Contact with the Main Office While Relocated

Human Resources will assist you with identifying and briefing a formal contact person whose role it will be to keep you informed of changes, events, and news occurring within the Firm and to provide support as you need it.

8. Support for Families

If dependents need to board at the home location to avoid disruption while completing year eleven/twelve or a first degree/qualification, Slater & Gordon may reimburse 50% of reasonable boarding costs and pay for return economy airfares for each child per semester/term.

The Firm may also pay for:

- * Additional fees incurred as a result of moving your dependents to a comparable school at the assignment location and for new school uniforms; and
- * Your partner to obtain assistance with finding employment.

9. Home visits

The Firm may pay for three return airfares for you and your family in the first 2 years. In an emergency the Firm will pay for return airfares for you and your family to go to your home location.

10. Remuneration

Your salary will be reviewed in light of any increased cost of living at the assignment location, changes to your responsibilities and the legal market.

11. Repatriation

If during the first three months of your relocation you find that circumstances are such that you wish to return to your original location, and the Firm has requested the move, you can request that the Firm pays for your return.

Every effort will be made to reassign you to a comparable position that meets both your aspirations and the needs of the Firm and the Firm will return you to your original location as soon as is practicable.

If you are retrenched after a relocation at the Firm's request the Firm will pay to return you to your original location.

12. Reimbursement Upon Termination

If you resign or commit a breach of your agreement which entitles the Firm to summarily dismiss you, during or after your relocation, you may be required to reimburse the Firm for any monies paid towards your relocation in accordance with the table below.

Under these circumstances, the Firm reserves the right to deduct any monies owed from your accrued entitlement, including any annual and long service leave, in lieu of funds paid for your relocation.

In the event that your accrued entitlements are less than the amount you owe the firm, you will be required to repay the balance owing within 8 weeks of your final date of employment with the firm.

Time elapsed between date of relocation and the date of resignation/termination	Percentage of relocation costs paid by the Firm that must be Repaid by you
0-6 months	100%
6-12 months	50%
12-18 months	25%
After 18 months	0%

You may apply to the Firm to waive this repayment requirement where it is clearly demonstrated that some pressing personal circumstance demands that you terminate your employment. Such circumstances might relate to your health or to that of an immediate spouse or dependant but shall not include the opportunity to gain employment elsewhere.

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ANNEXURE M: ORGANISATIONAL CHANGE, REDEPLOYMENT & REDUNDANCY POLICY

PURPOSE

The Firm is committed to providing lasting, employment for its permanent staff. From time to time the human resources needs of the Firm may change. This policy addresses this type of organisational change, and the provisions that shall apply when there is a need to redeploy a staff member, or when a permanent position with the Firm is redundant.

SCOPE

You will be covered by this policy if you are:

- * A permanent full time employee
- * A permanent part time employee

PROVISIONS

Flexibility and mobility are inherent in all the Firm's job descriptions/job requirements. As such, you may be required to temporarily perform duties at locations other than your main place of employment. In

addition, from time to time, you may also be required to temporarily perform other duties that are within the limits of your skill base, competence and training.

The following will apply in circumstances where the Firm proposes to implement any permanent organisational change affecting a staff member's position.

1. Consultation

(i) Organisational Change includes but is not limited to:

- * Moving a staff member from one position to another;
- * Relocating a position to another office; or
- * Making a position redundant.

(ii) Organisational Change does not include changes to a work process or system which occurs within the scope of an Employee's existing position or to an employee being reassigned within the Major Projects Practice.

Where the Firm proposes to implement any organisational change of the nature described in Clause (i) above, the Firm will consult with any staff member likely to be affected, and at the staff member/s request the ASU, at the earliest opportunity.

(iv) The consultation shall include:

- * Fully informing the affected staff member [and the ASU if applicable] of the nature, rationale, and timing of the proposed organisational change;
- * Allowing the staff member [and the ASU if applicable] a period of at least 10 business days, unless another period is agreed by the employee and the firm, to consider the proposal, respond to the proposal and suggest alternatives to the proposal if applicable;
- * Taking into account the response of the affected staff member [and the ASU if applicable] in reaching a decision whether or not the Firm intends to proceed with the proposed organisational change.

If, after the consultation process is complete, the Firm seeks to proceed with organisational change, the following provisions apply.

2. Relocating a position to another office

Where the Firm seeks to relocate an Employee's position from one office ("the first office") to another office ("the second office"), the Employee may elect whether or not to continue performing the position in the second office outside a 30km radius of the first office. If the Employee elects not to continue performing the position in the second office, the position in the first office is taken to be redundant and the redundancy payment provisions below will apply.

3. Redeployment where possible

In all circumstances where a position may cease to exist or the Firm may otherwise need to reduce staff, its first course of action will be to attempt to redeploy affected staff to a stable, suitable and similar position elsewhere in the firm.

Redeployment needs will take first priority over all other recruitment and selection processes.

In the event that no reasonable alternative redeployment option exists the Employee who occupied the

position will be entitled to a redundancy payment.

4. Review of redeployment

Employees who have been redeployed may ask for a review of their redeployment not earlier than 2 months and no later than 4 months from commencing in the new position. Such review shall include, but not be limited to, issues relating to the success or otherwise of the redeployment and the options available to the employee should the redeployment not be considered successful. These options may include further redeployment, redundancy and any other options agreed between the parties on a case by case basis.

5. Redundancy Payments

In the event of a position being made redundant the following payment formula shall apply. Please note that this payment is in addition to the period of notice.

Service Period	Payment
0-2 years of continuous service	6 weeks salary at ordinary time rate
2 years and less than 3 years	7 weeks salary at ordinary time rate
3 years and less than 4 years	8 weeks salary at ordinary time rate
4 years and less than 5 years	9 weeks salary at ordinary time rate
5 years and less than 6 years	10 weeks salary at ordinary time rate
6 years and less than 7 years	12 weeks salary at ordinary time rate
7 years and less than 8 years	14 weeks salary at ordinary time rate
8 years and less than 9 years	16 weeks salary at ordinary time rate
9 years and less than 10 years	18 weeks salary at ordinary time rate
10 years and less than 11 years	20 weeks salary at ordinary time rate
11 years and less than 12 years	22 weeks salary at ordinary time rate
12 years and less than 13 years	24 weeks salary at ordinary time rate
13 years and less than 14 years	26 weeks salary at ordinary time rate
14 years and less than 15 years	28 weeks salary at ordinary time rate
15 years plus	30 weeks salary at ordinary time rate

Payments shall be capped at a maximum equivalent to 15 years of service.

As a matter of course, any other entitlements such as accrued annual leave and long service leave shall be paid out, as per the relevant legislation, in addition to any redundancy payment. Accrued sick leave is not payable upon redundancy.

An employee will not be entitled to any redundancy payment if a business or part of the business of the Firm is transferred to a different person or entity (the "new entity") and:

- (a) you accept employment with or to work in the business of the new entity provided that your period of continuous service that is recognised by the Firm is carried over; or
- (b) you reject an offer of employment to work with or in the business of the new entity provided that:
 - (i) the terms are substantially similar and no less favourable, considered on an overall basis, than the

terms and conditions applicable to you at the time of ceasing employment with the new entity; and

(ii) your period of continuous service recognised by the Firm is carried over.

6. Notice period

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

Payment may be made in lieu of notice at the Firm's discretion.

Employees who have completed two (2) years of continuous service and are over 45 years of age are entitled under legislation to an additional week's notice.

7. How payments are made

Payments to permanent part-time staff will be made on a pro-rata basis.

All payments associated with redundancies will be paid net of tax which will be calculated and deducted in accordance with the prevailing tax laws at that time.

FURTHER ASSISTANCE THE FIRM WILL PROVIDE

8. Certificate of Service

A certificate of service will be issued as a matter of course. Practice Group Leaders or Managers may provide a reference relating to performance on request.

9. Outplacement Assistance

A staff member made redundant shall be entitled to Outplacement Assistance with a recognised provider of up to the value of \$1500, in addition to the provisions set out above. This provision will under no circumstances be cashed up, and all invoicing will be handled directly between the provider and the Human Resource Manager of the Firm on a confidential basis.

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ANNEXURE N: E-MAIL AND INTERNET POLICY

PURPOSE AND OBJECTIVES

All employees share the Information Technology facilities at Slater & Gordon. These facilities are provided to employees for the purpose of conducting Firm business. Slater & Gordon does permit a limited amount of personal use of these facilities, including computers, printers, e-mail and Internet access. However, everyone must use these facilities responsibly, since misuse by even a few individuals has the potential to negatively impact productivity, disrupt Firm business, compromise client information

and interfere with the work or rights of others. Therefore, all employees are expected to exercise responsible and ethical behaviour when using the Firm's Information Technology facilities.

The Firm has a responsibility to ensure both a professional workplace and that its policies comply with relevant legal requirements. These guidelines have been designed to minimise the risks and maximise the benefits of the Firm's communication channels.

These guidelines aim to:

- * Ensure that the e-mail and Internet are used in compliance with the relevant laws and policies;
- * Protect the Firm's professional image;
- * Harness the productivity benefits of the Internet and e-mail;
- * Protect the privacy of users;
- * Maintain confidentiality and security; and
- * Maximise efficiency and productivity of the firm's computer facilities and minimise costs.

All internal and external e-mail, whether business or personal, that involve Firm resources (including e-mail addresses) are attributable to the Firm. Consequently, they are considered to be firm records and are subject to this guideline.

Employees are personally responsible for observing these guidelines at all times. In addition, staff that have supervisory responsibilities should ensure that employees who report to them are aware of, understand, and comply with the guidelines stated herein.

The Firm will make all reasonable efforts to protect employees and external clients from misuse or abuse resulting from use of its technology resources. The Firm will also endeavour to provide access to these resources in a reliable manner, and at times reasonably required by employees. Slater & Gordon may, where necessary, collect data for the monitoring of compliance consistent with this document.

SCOPE

This policy applies to all Slater & Gordon employees.

These policies (and therefore the use of the term "employees" in this policy) also apply to those undertaking work experience/vocational placements, and, software contractors, and vendors/suppliers providing services to Slater & Gordon that bring them into contact with Slater & Gordon's Information Technology infrastructure.

These policies cover the usage of all of Slater & Gordon's Information Technology and communication resources, including, but not limited to:

- * All computer-related equipment, including desktop personal computers (PCs), portable PCs, terminals, workstations, PDAs, wireless computing devices, telecommunications equipment, networks, databases, printers, servers and shared computers, and all networks and hardware to which this equipment is connected.
- * All electronic communications equipment, including telephones, pagers, radio communicators, voice-mail, e-mail, fax machines, PDAs, wired or wireless communications devices and services, Internet, Intranet and other on-line services.
- * All software including purchased or licensed business software applications, Firm-written applications, employee or vendor/supplier-written applications, computer operating systems, firmware, and any other software residing on Firm-owned equipment.

- * All intellectual property and other data stored on Slater & Gordon equipment.
- * All of the above are included whether they are owned or leased by the Firm or are under the Firm's possession, custody, or control.
- * These policies also apply to all users, whether on Firm property, connected from remote via any networked connection, or using Slater & Gordon equipment.

GENERAL EXPECTATIONS OF E-MAIL AND INTERNET USE

- * E-mail has the same status as a letter or memo on the Firm's letterhead and it is subject to the same laws and policies as paper based communication. E-mail should therefore be composed with the same standards of professional courtesy and conduct as other written forms of communication.
- * E-mail and Internet use are subject to anti discrimination and harassment, defamation, copyright and privacy laws as well as the Firm's policies. It is expected that you will familiarise yourself with the requirements of these laws and policies and comply with them.
- * All external e-mail communications should contain the Firm's disclaimer. This is usually automatically generated but if it is not, contact the IT Group to obtain a copy.
- * The Firm has internal e-mail lists. Before sending a broadcast message, consider the impact on recipients of widespread unsolicited e-mail.

SOFTWARE

Slater & Gordon aims to ensure that employees and affiliates operate with technology that appropriately addresses their IT needs.

The purpose of this aspect of the policy is to specify the software and associated standards that are supported by the IT Group of Slater & Gordon, and to provide an ongoing structure for the approval of additional software required by the Firm.

These standards are in place to minimise support and training costs, and to ensure that compatibility within the practice and between the practice and external parties is maximised. Specifically, the Firm has approved use of standard software applications in the performance of business related tasks (including, but not limited to, Microsoft Outlook, Microsoft Office, Microsoft Internet Explorer and Axiom). Unless specifically authorised, only these applications may be used.

By achieving a level of standardisation across the Firm, it is anticipated that benefits can be quantified in terms of:

- * Reduced support costs.
- * A more stable IT environment with increased network reliability.
- * Enabling the Firm to benefit from volume discounts.

In addition, increased standardisation:

- * Delivers shorter service response times, as the technical support staff will be familiar with the approved software. Upgrading and customisation of operating systems and applications becomes a more streamlined operation.

* Back end services, including, purchasing and licence management benefit from a standardised operating environment, reducing administrative overheads.

The installation or upgrade of software will only be undertaken by, or under the instruction of, suitably authorised Slater & Gordon employees. You are not to undertake software installation without the express permission/instruction of authorised Slater & Gordon IT employees. You should comply with the licence conditions accompanying any software acquired or used by the Firm.

DATA OWNERSHIP

Information is an asset that must be protected in accordance with its value, confidentiality, and sensitivity. Information Technology security concerns the protection of information assets in their electronic form, and extends to the protection of fixed assets such as computers, networks, facilities, and application systems that house and process Slater & Gordon information. Information security ensures the confidentiality, integrity and availability of information in all formats. It:

- * Ensures the integrity of records.
- * Protects sensitive information from unauthorised access or disclosure.
- * Protects valuable information from loss, damage or lack of availability.

All data that resides on Slater & Gordon's network is the property of the Firm and requires integrated security. Access to information is restricted to authorised individuals whose duties require such access. You must not employ additional, unauthorised security mechanisms, for example password-protected MS-Word documents or unauthorised encryption mechanisms.

Slater & Gordon reserves the right to access business records, including e-mail messages, created by its employees and stored on the Firm's assets or property. To the extent that surveillance, privacy, or similar laws do not prohibit monitoring, the use of any aspect of the Firm's systems by you may be monitored. All information relating to your use of the Firm's information technology resources may be retained for an indefinite period, and there may be disclosure to appropriately authorised legal authorities or legal advisers.

PASSWORDS AND PASSWORD PROTECTION

It is a well-established principle of IT security that strong passwords are an important part of any organisation's security posture. Weak passwords can lead to unauthorised access. Such access would threaten the information whose integrity is essential to the Firm achieving its objectives.

You must not divulge passwords for any application or that of any other employee to any person or persons. Password details must be kept private at all times, to ensure the security and integrity of the Firm's communications network and associated services.

You are required to exit out of all software applications when leaving your computer unattended for an extended period of time. Leaving software applications open, after entering private passwords, is a security risk that allows other users to use software in an unauthorised fashion. You should also utilise a password-based screen-saver or lock your workstation when not in attendance.

You should not access or submit private or confidential information over the Internet using Internet based applications or authentication unless such applications are being accessed via a direct dial-in facility (eg Westpac Deskbank) or are adequately protected by industry standard encryption methods, such as SSL, and the hosting site has a valid digital certificate of authenticity. Unless otherwise authorised, you should not use unsecured Internet terminals for the purpose of accessing the Firm's

resources requiring authentication. Furthermore, you are not permitted to automatically save their password or user name details when using web browsers or other software. This is a security risk that allows another user to access software in an unauthorised fashion and bypass having to entering a password to access your secure data.

CONFIDENTIALITY AND SECURITY

E-mail messages and attachments sent outside the firm are not secure. They may be intercepted, read, stored, copied, modified and/or redistributed, without detection,, by individuals seeking unauthorised access.

Do not send external e-mails containing sensitive, confidential, restricted or proprietary information of the Firm or the Firm's clients without the appropriate approval.

Ensure that any confidential documents sent electronically are password protected or encrypted wherever possible. The password should be communicated to the intended recipient via telephone. It is also essential that you send a test message to the intended recipient to ensure that you have the correct e-mail address prior to sending the confidential information.

When working from home, staff are required to send all work related correspondence from their Firm allocated e-mail addresses. All mailboxes can be accessed via Outlook Web Access from the www.slatergordon.com.au/exchange website.

PERSONAL USE

Minor incidental use of the Firm's technology resources for personal purposes is acceptable, provided that it does not detrimentally affect employee productivity, disrupt firm or client systems and/or harm Slater & Gordon's reputation. Associated costs may be required to be reimbursed. Data flowing from personal usage will be deemed included in the Firm's guidelines regarding retention, inspection, and disclosure. You may use the Firm's technology resources to a reasonable extent for personal improvement, outside of scheduled hours of work, provided that such use is consistent with professional conduct and is not used for personal financial gain.

UNACCEPTABLE USAGE

Fraudulent and Unlawful Activities:

You are prohibited from using, or attempting to use, the Firm's network for any unlawful purposes or criminal deception.

Transmitting, copying, viewing, distributing, storing or infringing upon any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation:

* The use of material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorisation by the party holding such right (eg: MP3, File sharing).

* Sending unsolicited e-mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e-mail spam).

You must not use the Firm's IT infrastructure for activities such as, or which include, fraud, wire fraud, wrongly impersonating another person or organisation, falsifying your network identity for improper or illegal purposes, making fraudulent offers of products, items, or services, or exporting software, information, or technology in violation of international or regional export control laws.

SYSTEM AND NETWORK ACTIVITIES:

Slater & Gordon's technology may not be used to gain unauthorised access to any data, server, or network, or to interfere with system or network operations or functionality. In addition, employees must not utilise the Firm's investment in technology to access content or resources, which may bring Slater & Gordon into disrepute, such as those, which carry offensive material. Examples of specific activities that are prohibited include, but are not limited to:

- * Introduction of malicious or destructive programs into the network (eg. viruses, worms, Trojan horses, e-mail bombs, etc.).
- * Circumventing user authentication or security of any host, network or account.
- * Circulation and processing of 'useless' information via e-mail that could interfere with system performance, such as chain letters or large graphic files;
- * Bypassing any firewall, proxy, or filtering mechanism that Slater & Gordon puts in place.
- * Performing security audits, penetration testing, port scanning or security scanning is expressly prohibited unless approved in advance in writing by Slater & Gordon.
- * Use of web browser based e-mail programs or Internet-based chat facilities, without prior approval from management, as these represent a method of bypassing established e-mail and content filtering controls (eg. Hotmail, MSN messenger).
- * Executing any form of network monitoring, tapping, or eavesdropping to intercept data not intended for the User who is undertaking the monitoring, unless to the extent it is a part of a Slater & Gordon employee's job/duty.
- * Archiving, accessing, storing, editing, recording or distribution of material that is obscene, sexually offensive, pornographic, defamatory or libellous, invasive of privacy, racial, threatening, harassing, malicious, promotes violence against a person, group, or government, or provides insider or confidential information about a company, group, or technology with the goal of causing damage either financially, technically, or physically.
- * Continued or repeated messages designed to harass the recipient(s).
- * Disclosing, in any manner, classified or sensitive information about Slater & Gordon, its business, or its clients, partners, or vendors to third parties unless formally authorised.
- * Effecting, or deliberately enabling or allowing, security breaches or disruptions of the Firm's IT infrastructure.
- * Employee use of the information technology resources to be associated with any for-profit use outside the business activities of Slater & Gordon.

E-MAIL ATTACHMENTS AND VIRUS PROTECTION

Slater & Gordon communications and associated technology services are protected against computer virus infection, by virus detection software that operates at the desktop computer, file server, mail relay and firewall system level. The virus detection software is configured to operate in the background, constantly performing virus-checking procedures on the Firm's files and data.

Computer viruses can be transmitted by a number of methods, which include, but are not limited to, e-

mail attachments. For this reason and for ensuring the performance of the Firm's network, you should adhere to the following policy with respect to files attached to e-mail:

- * Avoid subscribing to dubious mailing lists.
- * Refrain from using the Slater & Gordon e-mail address for non-work related e-mails, registrations or subscriptions.
- * Be wary of the ' Unsubscribe ' feature in spam mail. For some mailing lists this is a legitimate method of removing an e-mail address - however it can also be used by senders of spam to confirm your e-mail address is active and ensure continued delivery of spam.
- * Never open attachments whose source address is unknown, without first consulting a member of the Firm's IT Group.
- * Do not use the e-mail service to transmit e-mail attachments that are in excess of 2 Megabytes in size without the express approval of Management.
- * Refer troublesome or frequent spam to the IT Group.

You are required to advise the IT Group if a virus detection message is displayed on any computer system. You are not permitted to perform further work on a computer system that displays a virus detection-warning message until management or support staff have successfully removed the virus. In some cases, it may be necessary for you to immediately disconnect their computer from the internal network, or to turn their computer off, to prevent the spread of viruses.

MONITORING

The Firm respects the privacy of users. It does not wish to routinely inspect the usage of the Firm's technology resources. System utilities do, however, collect data which monitors the usage of various network resources. Eg: of the Internet.

Your consent will be sought prior to inspection of your usage patterns of the Firm's technology resources except:

- * When required by law;
- * When there is good reason to believe that violations of the law or Firm policy have occurred;
- * In cases where there is a need to meet time related and/or critical operational needs; and
- * Where technical needs, for example, threat of a virus, requires intervention.

To maintain system data and security, IT staff back-up inbound and outbound e-mail logs and retain it for up to 6 months. This does not involve scrutinising the Internet activity of individuals or viewing e-mails.

IT staff may during the performance of their duties, see the contents of e-mails (for example, when rerouting or disposing of otherwise undeliverable mail) but this is kept to the least invasive level required. IT staff are not permitted to disclose or otherwise use what they may have seen.

BREACH OF GUIDELINES

You should report any misuse of the Firm's technology resources and services to your supervisor, the HR Manager or the IT Manager. You should also feel free to approach any of these individuals for clarification or with queries on any of the contents of the policy.

Disciplinary action will result from failure to comply with these guidelines, including termination of employment.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

ANNEXURE O: OVERTIME POLICY

PURPOSE

The Firm is committed to providing flexible working arrangements that assist employees balance their personal and work commitments. The aim of this policy is to encourage the effective and efficient management of work schedules in such a manner that employees are not required to work beyond their normal work week. We recognise that due to the nature of our business there may be operational necessities that on occasion require an employee to work some overtime. Whilst this policy is designed to make clear the circumstances in which overtime may be claimed (and the process for doing so) the development of this policy is not to encourage overtime but to promote a workplace culture where employees are discouraged from working more than ordinary hours.

SCOPE

The provisions of the Overtime Policy extend to all Employees other than:

- (i) Employees covered by the Lawyers CA 2004;
- (ii) Senior Legal Assistants and/or Support Team Leaders who are paid a special duties allowance;
- (iii) Employees employed on a casual basis;
- (iv) Permanent employees who are not covered by either the Support Staff CA 2004 or the Lawyers CA 2004.

The employees referred to in (ii) above may claim time off in lieu, subject to the procedures set out in this policy.

PROVISIONS

1. Overtime

Ordinary working hours refers to 38 hours per week, 76 hours per fortnight (7.6 hours per day worked within 8.30am - 5.06pm, 9.00am - 5.36 pm or otherwise as determined and agreed to by your supervisor).

Employees instructed or required by a Practice Group Leader/Manager to work outside or in excess of ordinary working hours are deemed to be working overtime and are entitled to be paid at overtime rates or take time off in lieu.

Overtime may only be worked with prior approval and direction by a Practice Group Leader/Manager. Overtime will only be directed and approved on the provision of a matter number and should be worked only when there is urgent work, not normal day to day work.

Employees will be eligible for payment of overtime worked at twice their normal rate of pay.

The principles set out above apply to part-time employees.

However, in circumstances where a part-time employee agrees to regularly work on an extra day or days, other than their ordinary agreed working day(s), then the employee's ordinary agreed working day(s) should be extended to include the regularly worked extra day or day(s). Whether an extra day or days is regularly worked will be subject to discussion between the employee and his/her Practice Group Leader/Manager.

For example, if an employee ordinarily works on Mondays and Tuesdays and is required to work until 7.00pm on Tuesday having commenced at 9.00am (s)he will be paid for 2 hours work at double the ordinary hourly rate. If the employee is required to occasionally work on a Wednesday, (s)he will be paid at double the ordinary hourly rate for the hours worked on the Wednesday. If on the other hand that employee agrees to regularly work on a Wednesday, then the employee's ordinarily agreed working days shall be extended to include Wednesday and the hours worked on Wednesdays will then be paid at the ordinary hourly rate.

2. Time Off In Lieu

If an employee is required to work beyond their ordinary working hours, time off in lieu is the preferred work life balance option, rather than payment of overtime. Time off in lieu is to be taken with pay at single time and is calculated on an hour for hour basis.

Accumulated time off in lieu shall be taken at a time mutually agreed upon by the staff member concerned and their supervisor. As a guide time off in lieu should be taken as soon as practicable after the overtime is completed. The management of this shall be between the staff member concerned and their supervisor and no record of accumulation will be maintained by Payroll. Time off in lieu may also be taken in conjunction with other forms of leave and is to be mutually agreed upon between the staff member concerned and their supervisor.

Time off in lieu accumulated by working overtime can be used for the purposes of shut down leave, by staff covered by the Support Staff CA, up to a maximum of 3 days, subject to the overtime being pre-approved in accordance with the overtime policy.

A working group will be established comprising ASU and staff representatives and management. The group will meet regularly and report to all staff by 28 February 2005. The objective of the group is to examine the rate and utilisation of overtime (both paid, unpaid and time in lieu) to establish whether people are working regular overtime, and determine whether there are sufficient hours to cover the shutdown leave provision.

If this is not the case, the group will investigate the feasibility of introducing flexible working hours, the limit of which is working enough additional hours to cover the additional hours sought for shut down leave to a maximum of 3 days.

The group will look at when and how much overtime is being performed and the appropriateness of the current approval process for overtime.

The firm will notify staff by 30th September each year of the period of shut down. In the event that a staff member does wish to work over the shut down period (s)he may request that (s)he work over the period. The firm will use its best endeavours to accommodate such requests subject to the operational needs of the firm. Requests by staff must be provided by a date to be agreed in 2004 and by 31 October each year thereafter.

PROCESS

1. How To Claim For Overtime

Overtime may only be worked with prior approval and direction by a Practice Group Leader/Manager. An Overtime Form must be completed by the employee and approved by the Practice Group Leader/Manager who requested the overtime and forwarded to Payroll for processing. A reason for overtime should be stated on the form. This information will be analysed by the HR Group in order to assist in the monitoring of overtime usage.

Practice Group Leaders/Managers are to use their own judgement and discretion in requesting an employee to complete overtime, but where in doubt are to consult with the Human Resources Manager.

2. How To Apply For Time Off In Lieu

Time off in lieu will be granted by Practice Group Leaders/Managers at their own discretion prior to the time off being taken. No further process is required, except in the case of time off in lieu taken during the shut down period. Staff taking time off in lieu during the shutdown period must fill in a leave form, have it signed by their Practice Group Leader/Manager and submit the form to payroll.

Practice Group Leaders/Managers are to use their own judgement and discretion in approving time off in lieu, but where in doubt are to consult with the Human Resources Manager.

SLATER & GORDON PTY LTD
AUSTRALIAN SERVICES UNION

SUPPORT STAFF CERTIFIED AGREEMENT 2004

PAY RATES SCHEDULE 2004-2006

The Pay Rates Schedule attached to this agreement is confidential and cannot be viewed without the express consent of a member of the Australian Industrial Relations Commission.