

ENTERPRISE AGREEMENT

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ACEL INFORMATION ENTERPRISE AGREEMENT

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ACEL INFORMATION ENTERPRISE AGREEMENT

1. PARTIES TO THE AGREEMENT

The Agreement is made in accordance with the NSW Industrial Relations Act 1991, sections 115-142, between ACEL Information Pty Ltd ('ACEL') of 58 Atchison Street St Leonards and ACEL's Employees (the 'Employees').

2. TITLE OF AGREEMENT

The Agreement is called ACEL Information Enterprise Agreement (the 'Agreement').

3. PURPOSE

The objective of the Agreement is to codify employment conditions for all Employees.

4. INTENTION

The Agreement applies to all Employees of ACEL located at 58 Atchison Street, St Leonards.

5. INCIDENCE

The Agreement covers all Employees currently covered by the following Awards as well as those Employees who are not currently provided for under any State Award:

Clerks (State) Award
Commercial Travellers (State) Award

The Agreement shall regulate the terms and conditions of employment previously regulated by the above Awards.

5.1 Application

The Agreement applies to all Permanent Employees either full or part time, and to all Probationary Employees subject also to the application of Clause 6.3 (Probationary Period). This agreement does not apply to casual employees.

6. EMPLOYMENT - TERMS AND CONDITIONS

6.1 Letters of Appointment

Letters of Appointment will be issued to each Employee detailing the Employee's Classification, salary, hours of work and any Allowances and/or Sales Commission Schemes applicable.

6.2 Job Descriptions

Each Employee will be provided with a detailed Job Description on commencement. In the case of a new or restructured position an outline description will be available on commencement and a detailed version made available during the Probationary Period.

Job Descriptions will be reviewed each year at the time of the Employee's Performance Review (see Clause 10.6, Performance Reviews).

Notwithstanding the detailed contents of individual Job Descriptions, the principles of flexibility and the desirability for multi-skilling may require movements across stated job boundaries.

6.3 Probationary Period

All new Employees will be subject to a three month Probationary Period. At the end of this period, or earlier if necessary, a review will be carried out with the Employee's Manager for the purpose of determining whether the Employee will be offered a Permanent position.

In determining the suitability of the Employee for a Permanent position all aspects of the Employee's performance, workplace behaviour, ability to integrate with ACEL's culture and work in harmony with other Staff will be taken into account. In cases of doubt, ACEL may offer a further Probationary Period.

If ACEL is not satisfied in any way with the Employee's suitability at the end of the Probationary Period, or before, the Employee will be given two weeks notice to leave, or in lieu, two weeks pay.

Following the satisfactory completion of the Probationary Period, an Employee's position will be considered Permanent and the Employee will be notified accordingly. Payment for Sick Leave taken during the Probationary Period will be paid if and when the Employee's position becomes Permanent (see Clause 9.3). Any Sick Leave taken during an extension to the Probationary Period will be treated as if it were not taken in the Probationary Period.

6.4 Redundancy

If an Employee's position is abolished because of restructuring, technological change or deterioration in ACEL's trading position, the Employee will, in addition to the normal entitlements on termination, be entitled to receive four weeks pay for the first completed year of service plus 2 weeks for every subsequent completed year of service up to a maximum of 10 weeks pay.

In addition, any employee aged 45 years or over that is made redundant, will be paid at the above rate plus a loading of 25%

A minimum of four weeks written notice will be given to any Employee whose position is to be abolished.

In addition, should time off work be required by the Employee to seek other employment, ACEL will allow the Employee up to one day without loss of pay during each week of notice.

6.5 Termination

Termination of employment, except in cases of redundancy or gross misconduct, will occur by either ACEL or the Employee giving a minimum of two weeks notice in writing.

In the event of the termination being instigated by ACEL, payment of two weeks ordinary weekly earnings may be given in lieu of notice.

ACEL shall have the right to dismiss any Employee, without notice, for gross misconduct and in such cases the wages shall be paid up to the time of dismissal only.

Other than for cases of gross misconduct, Redundancy (see Clause 6.4 Redundancy) , the provisions of Clause 7.9.3 Motor Vehicle Licences, or Clause 9.3.5 Extended Periods of Sickness, an Employee will only be dismissed following the counselling process set out in the Agreement (see Clause 10.3 Formal Counselling).

On termination, an Employee will be paid the balance of all monies due, including unused Annual Leave and, subject to eligibility, Long Service Leave (see Clause 9.4).

On termination, a certificate of service will be supplied containing the date employment began and the date of its cessation.

7. WAGES AND ALLOWANCES

7.1 Classifications

The following employment categories are covered by the Agreement. Employment categories will be as detailed in the Letter of Appointment:

Departmental Managers	(previously covered by Clerks (State) Award)
Administration	(" " " " ")
Production	(" " " " ")
Marketing	(" " " " ")
Customer Service	(" " " " ")
Field Sales	(previously covered by Commercial Travellers State award)

Computing staff are also covered by this agreement.

7.2 Rates of pay

7.2.1 Adult minimum wage rates

a) Field Sales Staff

The minimum rate of pay (all ages) will be \$442 per normal working week and pro-rata in cases where fewer hours are worked.

b) Other Staff

The minimum rate of pay for an adult (21 years and over) will be \$413 per normal working week and pro-rata in cases where fewer hours are worked.

7.2.2 Junior minimum wage rates

The minimum rate of pay for juniors (under 21 years) in any of the above categories will be on the following basis per normal working week and pro-rata in cases where fewer hours are worked.

Age 16	45 % of adult minimum wage
Age 17	55 % of adult minimum wage
Age 18	65 % of adult minimum wage
Age 19	75 % of adult minimum wage
Age 20	85 % of adult minimum wage

7.2.3 Specific individual rates of pay

In most instances individual rates of pay will exceed the minimums set out in 7.2.1 and 7.2.2 above. Individual pay rates will be negotiated with the Employee at the time of appointment and will be confirmed in writing. At the time the Agreement takes effect Employees will have their previously existing Annual Leave Loading entitlement added to their salary.

7.3 Overtime rates (see also Clause 8.2)

Any overtime worked will be compensated either by the addition of 1 hour to the Employee's Annual Leave entitlement for each hour of overtime worked, or by one hour's normal pay for each hour of overtime worked, at the Employee's discretion.

Overtime rates do not apply to Departmental Managers or to Field Sales Staff.

7.4 Annual Leave Loading

Annual Leave Loadings are not applicable at ACEL.

7.5 Allowances

7.5.1 Parking

Employees receiving a company motor vehicle or vehicle allowance who are not provided with a parking space will be paid a weekly allowance for parking at or near an ACEL office for the purpose of spending time in the office.

7.5.2 Motor vehicle

Employees providing their own vehicle for use on ACEL business will receive an allowance which will be negotiated with the Employee to suit their particular circumstances.

7.5.3 Travel

Employees required to travel away from home for one or more nights will be paid an allowance to cover the cost of all meals and other out-of-pocket expenses. This allowance will be paid to the Employee on return to base. Approved hotel accommodation, any necessary vehicle rental, airport parking, taxi hire and business phone calls are to be paid for by the Employee and will be reimbursed on return to base. Allowances and other expenses claims must be submitted for reimbursement within one week of return to base and will be paid in the next pay period.

Advances against allowances are available if required.

7.5.4 First Aid Officers (See also Clause 10.5.2)

The appointed First Aid Officers will be paid a weekly allowance.

7.6 Adjustments

7.6.1 Minimum rates

Minimum rates of pay will be adjusted to reflect changes to minimum rates occurring in any applicable Award or Act.

In the event of changes occurring to more than one applicable Award during a 12 month period, the minimum rates under the Agreement will be changed to reflect the largest change occurring. Changes will not be cumulative.

Minimum rates of pay will also be adjusted to reflect any changes in the corresponding minimum rates in ACEL offices in other states.

7.6.2 Individual rates

Individual rates of pay will be reviewed at the end of each year following the completion of Performance Reviews. Except in the case of Management Committee members, all pay reviews are carried out by ACEL's Management Committee. Pay reviews for Management Committee members are carried out by the directors of ACEL.

Any resulting pay adjustments are applicable from 1st January of the following year.

7.6.3 Allowances (see also Clause 7.5)

All allowances will be reviewed at least annually by ACEL.

7.7 Commission Schemes for Field Sales Staff

In addition to the established individual rate of pay, members of the Field Sales Staff will receive commissions in accordance with ACEL's prevailing Sales Commission Schedule. The Sales Commission Schedule will be reviewed in consultation with the Field Sales Staff prior to the commencement of each calendar year. The Sales Commission Schedule does not form part of the Agreement.

7.8 Superannuation

7.8.1 Occupational superannuation

An amount equivalent to the Superannuation Guarantee Charge will be paid into ACEL's accredited superannuation fund. This will be done after the Employee's first month of employment, in accordance with the Act. Employees may request payment into an alternative fund but any such alternative will require the approval of ACEL.

7.8.2 Discretionary superannuation payments

Permanent Employees may make top-up personal contributions to ACEL's superannuation fund after the Probationary Period (see Clause 6.3).

7.9 Motor vehicles

7.9.1 Field Sales Staff

ACEL prefers to supply motor vehicles for full-time Field Sales Staff but in some circumstances may negotiate a suitable motor vehicle allowance instead.

For part time Field Sales Staff, a motor vehicle allowance will be negotiated.

7.9.2 General

a) ACEL's responsibilities

Where an Employee is provided with a company motor vehicle, ACEL will pay for fuel, oil, insurance, registration and maintenance unless other arrangements are agreed.

ACEL will provide a fuel card for fuel and oil purchases unless otherwise arranged.

b) Employee responsibilities

Employees provided with a company motor vehicle must:

1. Keep a log book for the vehicle detailing odometer readings, and oil and fuel purchases.
2. Give fuel and oil receipts to the administration department each month.
3. Ensure that regular maintenance is carried out and that the vehicle remains in a roadworthy condition. Any maintenance and repair work should first be cleared by the Employee's Manager.
4. Ensure that the current registration label is attached.
5. Obtain approval for lengthy private journeys away from base.
6. Pay traffic infringement penalties incurred whilst in charge of the vehicle.
7. Report accidents or vehicle damage to the Employee's Manager as soon as possible.

7.9.3 Motor vehicle licences

Employees requiring a current drivers licences for the performance of their duties will allow this licence to be inspected by the Employee's Manager on request.

If an Employee needs to hold a current drivers licence in order to carry out the duties of their position and that licence is cancelled, or its status diminished in such a way as to compromise ACEL's motor vehicle insurance cover, the Employee may be subject to termination in accordance with Clause 6.5, Termination.

7.10 Insurance

7.10.1 Workers Compensation insurance

ACEL will cover all Employees in accordance with the Workers Compensation Act 1987.

7.10.2 Insurance of personal effects

ACEL is unable to insure Employee's personal effects at ACEL premises. If such cover is needed, Employees should have the necessary extensions made to their own insurance policies.

7.10.3 Insurance of ACEL property

ACEL will provide insurance cover for all ACEL equipment which is in the care of Employees outside ACEL premises.

7.11 Payment of wages

Wages will be paid each week on Friday by Electronic Funds Transfer. Employees, will within 2 weeks of commencing work, establish a suitable account capable of receiving funds electronically from ACEL's bank.

ACEL will, at the request of the Employee, process any periodic deductions which are capable of being paid by Electronic Funds Transfer. There will be no charge for this service.

8 WORKING HOURS

8.1 Hours of work

For all full-time employees a normal working week will consist of 7 working hours per day (excluding meal breaks) on the days Monday through Friday.

The working day will be in the range 8.30 am to 5.30 pm. The exact start and finish times within this range may be negotiated with the Employee's Manager. It is intended that an individual's working hours should be the same each day and week to week.

The Departmental Manager will have the final decision on working hours.

Specific working hours for part-time and shiftwork Staff will be detailed in the Letter of Appointment.

8.2 Overtime and Additional Work

Overtime will not be compulsory at ACEL. However, from time to time, additional work may be available which can be carried out outside normal working hours. Existing Permanent Staff will be given first refusal to any such opportunities (see Clause 7.3 for rate of pay).

Should an Employee find that additional resources are required to complete their workload, they should advise their Manager who will make suitable arrangements.

8.3 Meal breaks

A meal break of either 30 minutes or 1 hour must be taken between the hours of 12 noon and 2 pm unless otherwise negotiated with the Employee's Manager.

9 LEAVE

9.1 Annual Leave

For all full-time Staff Annual Leave is 20 working days each year. Employees working less than a normal working week will receive a pro-rata entitlement according to their hours.

Annual Leave is available as it accumulates, and may not be taken in advance of its accumulation.

Employees will not be permitted to accumulate more than 30 days leave.

Annual Leave must be taken with consideration to the requirements of schedules and work flow and must be approved in advance by the Employee's Manager.

ACEL closes between Christmas Day and New Year's Day. The Employee may choose to take the normal working days falling within that period as Annual Leave or Leave Without Pay. Advance notice of not less than one month will be given by ACEL prior to each annual closedown.

9.2 Public Holidays

Paid Public Holidays will be:

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

Employees may occasionally be required to work Public Holidays to accommodate situations such as exist when two States are on holiday at different times. In these situations Employees affected will be given a day off in lieu. Christmas Day holiday, Boxing Day holiday, New Year's Day holiday, Good Friday, Easter Monday and Anzac Day holiday are specifically excluded from this provision.

9.3 Sick Leave

9.3.1 Allowance

Paid Sick Leave of up to 10 days each year is allowed. Employees working less than a normal working week will be entitled to an amount on a pro-rata basis according to those hours. Employees subject to Probation see Clause 6.3, Probationary Period.

Periods of sickness exceeding one day must be covered by a doctor's certificate.

9.3.2 Notification

Employees not able to attend work due to sickness must contact their immediate Manager before 10 am. In the absence of the immediate Manager, notification must be given to another member of management. On return to work, a Sick Leave form must be completed and given to the Employee's Manager.

9.3.3 Use by parents

Parents needing to care for a sick child are entitled to use their Sick Leave allowance for this purpose.

Periods of sickness exceeding one day must be covered by a doctor's certificate.

9.3.4 Accumulation

After 2 years' service, all unused Sick Leave for the third and subsequent years will be added to the Sick Leave entitlement for the following year.

Employees with 2 years service at 1st January 1994 will commence to accumulate Sick Leave by accumulating the unused portion of their 1994 entitlement.

Any Employee with 5 years service and who is sick for an unbroken period of 30 ACEL working days (5 working days per week), will be paid at the rate of 75% of their Specific Individual Rate of Pay for any continuous period which exceeds that 30 working days up to a maximum of an additional 30 working days.

Any Employee that has five years continuous service with ACEL will be offered cover under ACEL's salary maintenance insurance scheme, subject to eligibility requirements. The scheme will be funded by ACEL and is designed to provide salary maintenance to the extent of 75% of the Specific Individual Rate of Pay for any period of sickness which exceeds 3 calendar months and continues for up to a maximum of an additional 12 calendar months.

The insurance scheme commences on 1 July 1994.

9.3.5 Extended periods of sickness

If an Employee is away from work for an accumulated period of more than 140 working days in any one year period for reasons of sickness or incapacity, with the exception of workplace related injuries which are the subject of the workers' compensation or the occupational rehabilitation processes, ACEL may terminate the employment of that Employee in accordance with Clause 6.5, Termination.

9.4 Long Service Leave

Long Service Leave will be in accordance with the Long Service Act 1955.

ACEL currently provides for 2 months paid Long Service Leave after 10 years continuous service and an additional 1 month for each subsequent 5 years' service.

Employees working less than a normal working week will be entitled to Long Service Leave on a pro-rata basis.

Unless an Employee's employment is terminated for gross misconduct, a pro-rata amount will be paid if an Employee leaves ACEL after 5 years' service.

9.5 Parental Leave (includes Maternity, Paternity and Adoption Leave)

Unpaid Parental Leave of 52 weeks is available in accordance with the Industrial Relations Act 1991.

ACEL may make flexible return to work arrangements to meet the particular needs of an Employee. Any such arrangements will in no way limit the provisions of the above Act.

9.5.1 Paternity Leave

An Employee may take a period of 5 consecutive working days unpaid Paternity Leave immediately following the birth provided that written notice is given. These five days must be included in the 52 weeks if extended Parental Leave is taken.

9.6 Bereavement Leave

On the death of a member of an Employee's immediate family ie. spouse, siblings, children, parents, grandparents, and the equivalent step and in-laws, de- facto spouse, application may be made for Bereavement Leave with pay. ACEL shall exercise discretion as to the amount of Bereavement Leave to be granted, which, in any case shall not be less than one day.

9.7 Jury Service

Employees called for Jury service must inform their Manager at the earliest date. ACEL will reimburse the difference between the amount paid by the court and the Employee's normal pay on receiving evidence of jury attendance.

9.8 Leave Without Pay

Special Leave Without Pay may be allowed in exceptional circumstances at the discretion of the Employee's Departmental Manager (see also Clause 9.1 Annual Leave).

10 ACEL POLICIES/PROCEDURES

10.1 Communication

Informal interactions are encouraged and take place during Manager/Employee meetings and regular departmental or group meetings.

10.2 Informal Guidance

As part of its normal management process, ACEL will provide guidance and advice to Employees aimed at improving individual performance and promoting efficient work procedures.

10.3 Formal Counselling

Where problems arise regarding an Employee's performance or any aspects of the Employee's behaviour which affect the workplace, and which have not been overcome by the informal guidance (see Clause 10.1 Communication), the following Formal Counselling procedure will be followed:

Two working days notice in writing will be given to the Employee of the intention to hold a Formal Counselling interview.

The Formal Counselling interview will be conducted by the Employee's Manager and one other member of ACEL's management. The Employee may nominate the second Manager, from any ACEL office, subject to availability.

Any performance or other workplace related problems identified at the meeting will be included in a written record of the meeting which is to be signed, if approved, by all parties and placed on the Employee's file. Instead of their signature, the Employee may provide a dissenting report to be appended to the record of proceedings. The record of meeting will also require that inadequate performance or behaviour must be rectified in accordance with indicated performance measures, within in a specified reasonable period, following which a second Formal Counselling meeting, notified and constituted as before, will be held.

If at the time of the second meeting the identified inadequacies have not been rectified, the Employee's employment with ACEL may be terminated.

10.4 Dispute/Grievance settlement procedures

In cases of dispute about the application of the Agreement or any other workplace issues, the Employees must first approach their immediate Manager. If this does not result in resolution the matter will be put to ACEL's Management Committee (ManCom) for a decision. If ManCom fails to resolve the dispute to the Employee's satisfaction, the Employee will have recourse to the Industrial Relations Commission.

If a dispute exists between an Employee and the Employee's immediate Manager, either the Manager or the Employee may bring that dispute to the attention of the Managing Director who will, within 2 weeks, arrange an interview jointly with the parties for the purpose of mediating the dispute. If a solution satisfactory to all parties cannot be found, the Managing Director will decide the issue.

10.5 OHS and First-aid

10.5.1 Health information

On commencing employment, Employees are expected to complete a form detailing next of kin and listing any details which would help ACEL to meet its occupational health and safety obligations.

10.5.2 First Aid Officers

A First Aid Officer will be appointed and will be trained and equipped appropriately.

10.6 Performance Reviews

A Performance Review will be carried out for each Employee as close as possible to the end of each calendar year. The Performance Review will be carried out with the Employee's Manager.

Seven days written notice will be provided to the Employee of an impending Performance Review.

Performance Reviews will include a thorough review of the Employee's Job Description, the Employee's performance in relation to that Job Description and any other aspects of the Employee/Employer relationship that either wishes to raise.

Performance Reviews are intended to be an honest, considered and constructive discussion aimed at improving Employee and Employer performance, exploring Employee and Employer aspirations, discussing any performance concerns and generally fostering the Employee/Employer relationship.

Following the Performance Review a written summary of the review will be given to the Employee for approval.

The Performance Review will be considered when determining salary levels for the following year.

10.7 Access to Personnel Records

All Employees covered by the Agreement are able to inspect their personnel files by arrangement with the Administration Manager.

Personnel files contain all wages, working hours, tax, superannuation and Leave records as well as copies of all communications between ACEL and the Employee, including records of counselling interviews.

10.8 Smoke Free Workplace

All ACEL's premises and vehicles are non-smoking zones. No breaks are provided for people to smoke during working hours, on or off ACEL premises.

10.9 Copies of the Agreement

10.9.1 At interview

Prospective Employees will be shown a copy of the Agreement during the interview process.

10.9.2 On commencement of employment

On commencement of employment with ACEL all Employees will receive a copy of the Agreement along with their Job Description and Letter of Appointment, including individual pay and hours, and any other schedules relevant to their classification.

10.9.3 Display

A copy of the Agreement will be displayed at each ACEL office.

11 DECLARATION

The Agreement was not entered into under duress by any party to it. It is agreed to be in the interests of all parties.

12 DURATION

The Agreement will remain current for a period of three years from the date of registration.

Signed for and on behalf of ACEL Information Pty Ltd
under the Common Seal by:

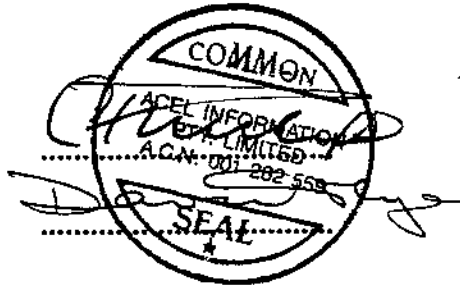
Alan Phillips, Director

David Myer, Director

Witness:

Date:

[Handwritten signature]
[Handwritten date: 15/2/94]



Signed by the Employees:

[Handwritten signature: Scott Banks]
Scott Banks, Production Dept

[Handwritten signature: Michael Chanter]
Michael Chanter, Admin Dept

[Handwritten signature: Cavis Chu]
Cavis Chu, Computing Dept

[Handwritten signature: Julie Collins]
Julie Collins, Production Dept

[Handwritten signature: Kate Crisp]
Kate Crisp, Production Dept

[Handwritten signature: Rob Dinning]
Rob Dinning, Sales Dept

[Handwritten signature: Pam Frei]
Pam Frei, Production Dept

Witness: *[Handwritten signature: Kelly Richardson]* Date: 15.2.94

Witness: *[Handwritten signature: Kelly Richardson]* Date: 15.2.94

Witness: *[Handwritten signature: Kelly Richardson]* Date: 15.2.94

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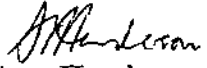
Witness: *[Handwritten signature: Kelly Richardson]* Date: 15.2.94

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Signatures page 2


Chris Hagedyk, Computing Dept

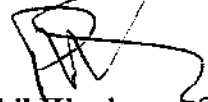
Witness: *Kelly Richardson* Date: 15.2.94


Ann Henderson, Production Dept

Witness: *Kelly Richardson* Date: 15.2.94


Marion Higginson, Production Dept

Witness: *Kelly Richardson* Date: 15.2.94


Phil Higginson, Sales Dept

Witness: *Kelly Richardson* Date: 15.2.94


Michael Huskinson, Sales Dept

Witness: *Kelly Richardson* Date: 15.2.94


Ros Irvine, Production Dept

Witness: *Kelly Richardson* Date: 15.2.94

Aline Kanjian, Computing Dept

Witness: Date:

Janet Kousal, Customer Service

Witness: Date:


Miroslaw Kowalski, Computing Dept

Witness: *Aline Kanjian* Date: 15.2.94

Amanda Marriott, Sales Dept

Witness: Date:

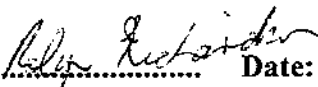

Melina McCristal, Admin Dept

Witness: *Kelly Richardson* Date: 15.2.94

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Signatures page 3.


Roberto Martinelli, Computing Dept

Witness:  Date: 15.2.94

Mike McHugh, Sales Dept

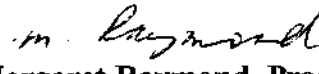
Witness: Date:

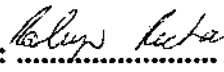
James Palmer, Admin Dept

Witness: Date:


Marise Payne, Production Dept

Witness:  Date: 15.2.94


Margaret Raymond, Production Dept


Witness:  Date: 15.2.94


Robyn Richardson, Production Dept

Witness: Date:


Anne Rorke, Sales Dept


Witness: Date:


Ronee Salvacion, Computing Dept

Witness:  Date: 15.2.94


David Shaw, Computing Dept

Witness:  Date: 15.2.94


Jenny Varley, Admin Dept

Witness:  Date: 15.2.94

Arthur Wang, Computing Dept

Witness:  Date: 15.2.94

End signatures page 3.