

*Bruce,*

# **Intergraph BEST (Vic) Pty Ltd**

**Victorian Communications Centres  
Enterprise Agreement 1996**

***October 1996***

## 1. TITLE

This Agreement shall be known as the Intergraph BEST (Vic) Pty Ltd, Victorian Communications Centres Enterprise Agreement 1996.

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### 3. INCIDENCE OF AGREEMENT AND RELATIONSHIP TO PARENT AWARD

3.1 This Agreement shall apply to the operations of Intergraph BEST (Vic) Pty Ltd in the State of Victoria at their Communications Centres at East Burwood and the World Trade Centre at Melbourne.

3.2 The parties recognise that this Agreement establishes a comprehensive set of conditions of employment for Employees covered by this Agreement. Intergraph shall remain respondent to the Intergraph Enterprise (Interim) Award 1995 for the purpose of establishing a safety net of conditions of employment. In the event of any inconsistency between this Agreement and the Award, the terms of this Agreement shall take precedence.

### 4. PARTIES BOUND

This Agreement shall be binding on:

- Intergraph BEST (Vic) Pty Ltd;
- Australian Municipal, Administrative, Clerical and Services Union and Operational Employees of Intergraph eligible for membership of that Union in respect of the Communications Centre at East Burwood; and
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and Operational Employees of Intergraph eligible for membership of that union in respect of the Communications Centre at the World Trade Centre at Melbourne.

### 5. OBJECTIVES

Intergraph provides Computer Aided Dispatch communications for a range of Australian Emergency Services organisations. Because of the emergency nature of the operations, a high quality, uninterrupted service is essential. Intergraph is committed to the provision of a first class service, designed to exceed the expectations of its customers and the public and attain world best practice.

This can only be met in an environment conducive to Employee job satisfaction, continuous productivity improvement and maximum flexibility, through a workforce which is highly motivated and trained to an optimum level of competence.

This Agreement is intended to facilitate those aims.

## 6. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on and from the date it is certified by the Australian Industrial Relations Commission (AIRC) and shall remain in operation for a period of three years.

## 7. DEFINITIONS

- **"Absenteeism"** means for the purpose of this Agreement Sick Leave and Sick Leave without pay (except hospitalisation and absence greater than 28 days).
- **"Allowances"** means agreed fixed amounts that do not attract overtime or increases resulting from this Agreement and are only paid for hours worked.
- **"Casual Employee"** means a person engaged under the terms described in Clause 31.
- **"Centre"** means a communications facility from which Intergraph operates emergency communications services at either East Burwood or the World Trade Centre.
- **"Computer Aided Dispatch (CAD)"** means the information technology systems used by Intergraph in the provision of emergency communications services.
- **"Continuous Shift"** means a continuous shift roster which operates through seven (7) days per week and regularly includes work on Sundays and Public Holidays.
- **"Customer"** means any one or more of Victoria Police, the Victoria State Emergency Service, the Metropolitan Fire Brigades Board, the Country Fire Authority, the Metropolitan Ambulance Service, and any present or prospective client of Intergraph.
- **"Employee"** means a person employed by Intergraph in various operational classifications as defined in this Agreement.
- **"Employer"** means Intergraph BEST (Vic) Pty Ltd
- **"Full-time Employee"** means an employee engaged under the terms described in Clause 12.
- **"Industrial Action"** means any form of ban, limitation, work to rule, stopwork, strike or other action which would in any way disrupt or prevent Intergraph delivering the normal range of emergency communication services.
- **"Intergraph"** means Intergraph BEST (Vic) Pty Ltd.

- **“Operational Employees”** means employees who undertake operational duties at Intergraph Communications Centres, such as calltakers, dispatchers and team leaders.
- **“Overtime”** means time worked in excess of the normal rostered shift hours.
- **“Part Time Employee”** means an employee engaged under the terms described in Clause 32.
- **“Probationary Employment”** means where employees are initially employed for a three month period during which time Intergraph may, as a result of unsatisfactory work performance and/or unsatisfactory security assessment, annul their employment.
- **“Salary”** means the minimum rate of pay, on an annual basis, which is applied to various classifications of Intergraph employees.
- **“Standard Operating Procedures”** means the administrative and operational procedures and rules under which Intergraph Employees must operate.
- **“Unions”** means the Australian Municipal, Administrative, Clerical and Services Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

## 8. EQUAL EMPLOYMENT OPPORTUNITY/ HARASSMENT

Intergraph is committed to the principles of equal opportunity in employment and their actions in this regard will be governed by the spirit and the intent of the relevant Federal legislation. Intergraph is also committed to increasing the skill and competency levels of all Employees to provide equal opportunity for promotion and access to career path progression.

Intergraph will not tolerate discriminatory behaviour or sexual harassment and appropriate action will be taken if either is found to occur. Comprehensive policies and procedures are in place and will be maintained to address these issues and provide appropriate protection for employees.

## 9. OCCUPATIONAL HEALTH AND SAFETY

9.1 Intergraph will provide, monitor and maintain a safe and healthy work environment.

9.2 Intergraph will educate Employees in safe working practices to ensure they understand their rights and responsibilities to protect their own health and safety and to avoid adversely affecting the health and safety of any other person through any act or omission at work.

A person will be designated at each Communications Centre to assume the responsibilities of Occupational Health and Safety (OH&S) Officer for the site and implementation of Intergraph's OH&S Policies and Procedures.

9.3 Each Communications Centre shall establish and maintain an Occupational Health and Safety Committee consisting of equal representation of management and Employees. The Committee shall meet at least monthly and be responsible for periodical OH&S audits of the Centres and reports to management.

9.4 All Intergraph work sites are designated smoke free environments.

9.5 All parties to this Agreement commit to abide by all relevant Regulations, Codes of Practice and National Standards in respect to Occupational Health and Safety.

## 10. LOCATION

Employees will be based at various Intergraph Communication Centres or such other workplace which Intergraph may determine. Employees may be required to travel or transfer between centres to the extent needed to effectively carry out the responsibilities of their employment.

A travel allowance, as per Company policy (based on the Taxation Department provided schedule) , will be paid to Employees required to attend a Centre that is not their normal work location. The amount paid will be calculated based on the additional distance they are required to travel over and above their normal travel between home and work.

Such costs shall not be paid where an Employee has accepted a permanent transfer to another Centre, or where the Employees have voluntarily placed themselves available for overtime shifts at another location.

## 11. PROBATION

All new Employees of Intergraph will be subject to a probationary period of 3 months commencing from the initial date of employment. Confirmation of continuing employment beyond the end of the probationary period will be provided before the expiry of the 3 month period. Continuing employment will be contingent upon satisfactory progress in a training programme, security clearance as required by the Department of Justice and satisfactory work performance.

Employees will be monitored and counselled concerning performance issues during the probationary period.

Employment may be terminated by the Employer or the Employee at any time during the probationary period without notice or payment in lieu of notice.

## **12. FULL-TIME EMPLOYMENT**

Full-time Employees shall be employed for a total of 2080 normal hours per annum (inclusive of all categories of leave), resulting in an average of 40 hours work per week within a roster period. In order to be able to provide for Intergraph's 24 hours a day, seven days per week operation, Employees shall work these hours, as appropriate, on a roster as prepared by the responsible Intergraph officer.

## **13. DUTIES**

13.1 Employees will undertake those duties as outlined in individual job descriptions together with any other reasonable duties which may be assigned to them from time to time which are within the scope of their training and competence.

13.2 Because of the nature of the services provided by Intergraph to its customers and the recognised need to maintain emergency communication services without interruption, Employees shall provide coverage as and when requested by Intergraph, regardless of planned rostering arrangements. Such coverage shall not be unreasonably withheld.

## **14. EXCLUSIVITY OF EMPLOYMENT**

14.1 For the duration of employment with Intergraph, Employees will give the whole of their professional attention, time and energies, to their employment and will not undertake any other employment, office or remunerative work, which could in any way impinge upon, detract from, interfere with or otherwise restrict their ability to effectively and efficiently carry out their Intergraph duties and responsibilities.

14.2 Employees shall not, for the duration of their employment, set themselves up or engage in private business or undertake other employment in direct or indirect competition with Intergraph, or in any other way engage in any business or employment which may lead to a conflict of interest with Intergraph.

## 15. DUTY OF FIDELITY/CONFIDENTIALITY

15.1 During the course of their employment with Intergraph, Employees may have access to confidential information.

**"Confidential Information"** means:

- (a) all information about a private citizen or a corporation unless Intergraph or the Customer concerned declares it not to be confidential;
- (b) all information which the Employee knows or ought to know is sensitive or confidential;
- (c) all information relating to the policies, strategies, practices or procedures of Intergraph or the State of Victoria or a Customer;
- (d) all information provided to Employees to enable them to operate the CAD System or provide services in relation to the CAD System;
- (e) all commercial and business information of Intergraph;
- (f) all information relating to any agreement between Intergraph and one or more of the customers.

### 15.2 Non Disclosure

Employees shall:

- (a) act prudently to prevent disclosure of any Confidential Information to any third party not authorised in writing by Intergraph;
- (b) not, during or after their Employment, disclose, distribute or disseminate in any way, any Confidential Information to any person who is not an Employee of Intergraph or to any person other than a person expressly authorised by Intergraph except where that person is their duly accredited union representative and the information relates specifically to their conditions of employment;
- (c) not use the Confidential Information for any purpose except to the extent necessary to perform their duties for Intergraph without the prior written permission of Intergraph; and



- (d) not copy or remove any Confidential Information from Intergraph's premises, without Intergraph's prior written consent.

15.3 Any breach of clause 15 of this Agreement during employment with Intergraph amounts to conduct which justifies Summary Dismissal by Intergraph.

15.4 Upon termination of employment Employees:

- (a) shall not represent that they are in any way connected with or interested in the business of Intergraph;
- (b) shall return to Intergraph or its authorised representative, all plans, statistics, documents, records or papers in their possession or control and relating in any way to the business affairs of Intergraph or any related corporation; and
- (c) shall not approach any Intergraph Customer, directly or indirectly, with the intention of soliciting that customer's business away from Intergraph.
- (d) shall not disclose, distribute, or disseminate in any way any Confidential Information obtained during their employment with Intergraph.

15.5 Where there is uncertainty as to whether any information is Confidential Information, the Employees must treat such information as being Confidential Information for the purposes of this Agreement until they have been advised by Intergraph in writing that such information is not to be treated as Confidential Information for the purposes of this Agreement.

## 16. EMPLOYEE DEVELOPMENT

The skills required and tasks undertaken to provide a 24 hour emergency service are of a specialist nature. The retention and motivation of competent, committed, trained staff is essential for viable operation of the service.

Intergraph is committed to the development and implementation of comprehensive Employee Development Programmes which provide position descriptions for each classification and regular consultation on such issues as performance criteria and measurement and training and development processes. Employees will be notified in writing of successful completion of training programmes and resultant accreditation.

## 17. SALARIES

### 17.1 Salaries

The following tables outline the classification structures with minimum annual salaries that will apply to Full-time Employees.

<i>Level</i>	<i>Position Title</i>	<i>Annual Salary</i>
Level 1	Calltaker	\$29,000
Level 2	Calltaker (Advanced)	\$31,000
Level 3	Dispatcher	\$35,000
Level 4	Dispatcher (Advanced)	\$37,000
Level 5	Supervisor/Team Leader	\$40,000

The salary increment at Levels 2 and 4 above shall be paid to employees who gain and maintain their accreditation in Calltaking (Calltakers) or Dispatching (Dispatchers) for at least 3 client Emergency Service Organisations, thereby meeting the competency standard suitable for the Advanced Skills increment.

Provided, that attaining the pre-requisite competencies does not automatically entitle the employee to progress to the advanced Skills increment. There must be a vacancy available for the employee to fill. Such vacancies are determined by the requirements of the Continuity Plan and appointed by the Centre Manager.

The client Emergency Services Organisations are:

- Victoria Police
- Metropolitan Ambulance Service
- State Emergency Service
- Metropolitan Fire Brigade
- Country Fire Authority

Reaccreditation must be obtained annually to remain on the Advanced Skills increment. Maintenance of the increment will not be jeopardised by lack of access to, or opportunity for, training.

### 17.2 Trainer Allowance

An Employee who is selected as an internal trainer and who successfully completes an accredited "Train the Trainer" course shall receive an annual fixed rate Allowance of \$2,000. Payment of this Allowance in each case shall be reviewed annually.

### 17.3 Salary Reviews

The rates enumerated in Clause 17.1 shall be adjusted as follows;

- Base rates of pay to be increased by 6.0% per annum from the beginning of the first pay period commencing on or after 1 October 1996.
- Rates to be increased by a further 3.0% per annum from the first pay period commencing on or after 1 October 1997.
- A third increase of 3.0% per annum from the beginning of the first pay period commencing on or after 1 October 1998.
- Two (2) additional salary increases of 1% each shall be available at 12 months and 24 months respectively following the first increase. Full payment will be made upon achievement of 100% of the Absenteeism reduction targets set for each Centre and based upon the performance of each Centre individually. However, pro rata payments shall be made for partial or over-achievement of the targets.

The targets are:

<i>Centre</i>	<i>Current Absenteeism Average %PA</i>	<i>1/10/97 Average %PA Target</i>	<i>1/10/98 Average % PA Target</i>
<i>VPC</i>	3.045	2.200	2.000
<i>THC</i>	4.700	3.000	3.000

Absenteeism shall be calculated as follows based upon the average of the preceding 12 months:

$$\frac{\text{Absenteeism}}{\text{Total Hours Worked}} \times \frac{100}{1}$$

Calculations shall be made and reported monthly to staff at both Centres and to their Unions.

### 17.4 CPI Safety Net

In the event that the total Australian Consumer Price Index (CPI) at the conclusion of the three year period 1/10/96 - 30/9/99, exceeds 14%, the Company shall pay such difference to the Employees with effect from 1/10/99. No Employee will suffer loss of salary as a result of the implementation of this Agreement.

## **18. PERFORMANCE REVIEWS**

Performance Reviews will form the basis of pay increases listed under 'Salaries'. It is a requirement that, to achieve a salary increase, each employee must receive a 'solid' or better rating. Reviews are conducted biannually.

## **19. HIGHER DUTIES**

Employees engaged temporarily in duties of a classification higher than their own, will be paid the higher classification rate provided:

- (a) the higher duties are performed for at least eight (8) consecutive hours.
- (b) the Employee is already accredited for the higher level classification for which the payment is made.

## **20. OVERTIME**

- 20.1 Overtime will be paid at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis.
- 20.2 Employees shall work a reasonable amount of Overtime if requested.
- 20.3 An Employee recalled to work Overtime after leaving work shall be paid a minimum of four (4) hours at Overtime rates. Provided that an Employee requested to commence a shift early, shall be paid Overtime only for the hours worked prior to the normal shift commencement.
- 20.4 Where the average rostered hours within a roster rotation exceed 40 per week, such hours will be paid as Overtime at the rate of time and one half.
- 20.5 Overtime worked on a Public Holiday in excess of the normal rostered hours will be paid at triple time.

## **21. WORKPLACE REFORM**

21.1 Where Intergraph intends to carry out a substantial change in operations, including:

- (a) a material change to the manner in which work is organised and/or performed;
- (b) the introduction of new or upgraded equipment; and

- (c) the need for new skills and/or responsibilities and/or retraining, redeployment or redundancy,

then the Employees affected and their Union will be advised as soon as practicable.

21.2 Thereafter, appropriate consultation, including on termination, change and redundancy, will occur between the parties in order to ensure that the reforms are introduced in a smooth manner and Employee and company interests and concerns are addressed.

## **22. ANNUAL LEAVE**

Annual leave shall accrue at the rate of 160 hours per annum for all Full-time Employees. From 1/10/96, for those on Continuous Shift, Annual Leave shall accrue at the rate of 200 hours per annum. Such leave shall be taken at a mutually agreed time.

Any entitlement to annual leave which has properly accrued in terms of this award and has not been taken as leave by an Employee will be paid to that Employee on termination.

## **23. LONG SERVICE LEAVE**

Long Service Leave shall be in accordance with the Long Service Leave provisions of the Victorian Employee Relations Act 1992.

## **24. PARENTAL LEAVE**

Parental leave shall be granted in accordance with prevailing Commonwealth Legislation. The following is an outline of the provisions. Full details are included in Company Procedures:

Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available to all full and part-time Employees who have been employed for a 12 month period or more immediately preceding the commencement of the leave.

The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Sick leave is not available and no leave entitlements accrue during the period of Parental Leave.

Employees may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Employee's spouse. Paternity Leave cannot normally be taken while the employee's spouse is on maternity leave.

Employees returning from periods of Paternal Leave are entitled to the same position held by them immediately before going on leave, or if this position is no longer available, a position as nearly comparable in status and salary to that of their former position.

## **25. BEREAVEMENT LEAVE**

An Employee shall be entitled to a maximum of three consecutive shifts paid leave on each occasion and on production of satisfactory evidence of the death of:

- (a) a member of the Employee's immediate family; or
- (b) a member of the Employee's household, where the Employee has had a relationship of care of the person concerned.

The term "immediate family" includes:

- (a) a spouse (including a de facto spouse) of the Employee; and
- (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee.

## **26. PERSONAL/CARER'S LEAVE**

26.1 An Employee with responsibilities in relation to either, members of their immediate family, or members of their household (as defined in Clause 25), who need their care and support, shall be entitled to special leave, up to 32 hours per annum as Personal/ Carer's Leave, to provide care and support for such persons when they are ill.

26.2 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

26.3 In normal circumstances an Employee shall not take Carer's Leave under this clause where another person has taken leave to care for the same person.

26.4 Personal/ Carer's Leave may be taken for part of a single day.

26.5 Personal/ Carer's Leave described in this clause shall not be cumulative.

26.6 In addition, Employees may use part or all of their Sick Leave provision described in Clause 27, for the same purpose and under the same conditions as Personal/ Carer's Leave.

## 27. SICK LEAVE

For reasons of personal illness, incapacity or injury:

- (a) A Full-time Employee shall be entitled to 80 hours sick leave per year from the date of employment;
- (b) for absences of 24 hours or more the Employee shall provide a medical certificate from a duly qualified medical practitioner;
- (c) only three single paid periods of absence without a medical certificate will be allowed in any 12 months period;
- (d) entitlements to sick leave are not subject to a cash payment on termination;
- (e) unused sick leave shall be cumulative.

## 28. PUBLIC HOLIDAYS

- (a) Employees are entitled to payment at double time rates for all time worked on Public Holidays.
- (b) Employees called in to work on a Public Holiday which is not scheduled as part of their normal roster shall be paid triple time for the hours worked on the Public Holiday.
- (c) The specified Public Holidays are:

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Labour Day	Melbourne Cup Day
Good Friday	Christmas Day
Easter Saturday	Boxing Day
Easter Monday	

## 29. PAYMENT OF LEAVE ENTITLEMENTS

29.1 Employees absent for seven or more continuous calendar days on leave of any kind will be considered to be off the roster. In such instance, the leave deducted will be based on an average of forty hours a week: eight hours a day: five working days in every seven calendar days.

29.2 Employees absent for less than seven calendar days will have their actual rostered time deducted from their leave entitlement.

29.3 Annual Leave must be taken in blocks of complete weeks (seven continuous calendar days). The calculation of Annual Leave deduction is pursuant to clause 29.1. For the purpose of Annual Leave calculation, a week is currently defined as a payroll week which commences on a Saturday and finishes on a Friday. Variation to this provision may be sought through mutual agreement between the Employer and Employee.

### **30. SUPERANNUATION**

Intergraph will make the appropriate Employer contribution in accordance with the relevant Commonwealth Government Superannuation legislation.

Where Employees wish to contribute to the Superannuation fund, this may be done by way of pre-tax salary sacrifice in accordance with and within the limits of Superannuation and Taxation Legislation and Regulations.

### **31. CASUAL EMPLOYMENT**

31.1 Casual Employees are engaged to work irregular hours and are paid on an hourly basis.

31.2 Casual Employees are paid at the rate of 1/2080 of the annual base salary paid to Full-time Employees, plus a loading of 25% for each hour worked.

31.3 The casual loading of 25% is in lieu of all entitlements to leave and other conditions applicable to Full-time Employees.

31.4 Pay rates will be based on the relevant classification and skill level for the duties performed.

### **32. PART-TIME EMPLOYMENT**

32.1 Part-time Employees are engaged to work for a regular, specified number of hours averaging less than 40 hours per week.

32.2 Part-time Employees are paid at the rate of 1/2080 of the annual base salary paid to full-time Employees for each hour worked.

32.3 Hours worked in excess of the specified regular hours will be paid at casual rates up to and including 40 hours. Hours worked in excess of 40 hours per week will be paid overtime at the rate of time and a half for the first two hours, then double time thereafter.



32.4 Entitlements to leave for part-time Employees will accrue and be paid at rates pro-rata to regular specified hours worked. No leave entitlements accrue for hours worked and paid at casual rates by Part-time Employees.

32.5 Pay rates will be based on the relevant classification and skill level for the duties performed.

### **33. ACCIDENT PAY**

In the event of an injury for which compensation is paid under the Victorian State Accident Compensation Legislation, an Employee shall be paid accident pay, which is the difference between an Employee's actual compensation payment and the Employee's ordinary rate of pay at the date of injury. The maximum period of payment of accident pay is 39 weeks.

### **34. UNIFORM**

Employees shall, whilst on duty, dress in the Intergraph Communications Centre uniform and display on their person their photo identification as provided by Intergraph.

### **35. DRUGS AND ALCOHOL**

It is a condition of employment that Employees shall not be on Intergraph premises or be involved in any operation of the business while in any way influenced by illicit drugs or any other substances which may impair their performance, or with a blood alcohol level exceeding zero.

### **36. COMPANY RULES**

Intergraph shall ensure that all rules are communicated in writing to Employees. Employees shall familiarise themselves with and abide by all of Intergraph's rules, regulations and policies as may be current from time to time, especially in the administrative and operational manuals which outline Standard Operating Procedures.

### **37. SETTLEMENT OF DISPUTES**

37.1 If any dispute or grievance arises between Intergraph and an Employee it shall be dealt with in the following manner:

- (a) the dispute or grievance must first be discussed by the affected Employee with his or her supervisor;

- (b) if not settled, an Employee may then request a representative, who may be a Union representative, to be present and the dispute or grievance shall be discussed with the relevant manager;
- (c) if a dispute still remains unresolved, it shall be referred to the Operations Director or such appropriate Employer representative as shall be appointed; and
- (d) if after following steps (a), (b) and (c), the dispute remains unresolved, it shall be referred to the Australian Industrial Relations Commission for assistance in resolution.

37.2 During this disputes resolution process, both Intergraph and the aggrieved Employee/s shall co-operate to ensure that these procedures are carried out expeditiously.

37.3 Because of the emergency nature of the services provided and the need mutually recognised by Intergraph and Employees to maintain emergency communication services without interruption, strikes, bans, limitations, work to rule, lockouts and like industrial disputation, Employees shall not engage in any Industrial Action which may directly or indirectly impinge upon or in any way disrupt or interfere with Intergraph providing normal services to its customers. All parties accept this as a fundamental term of this Agreement, ie., work shall continue as normal without limitation during the dispute resolution process.

## 38. SUSPENSION

If at any time an Employee is charged with any criminal offence, or in such other serious circumstance as Intergraph deems necessary, Intergraph may suspend the Employee from duty while the matter is investigated.

## 39. INVESTIGATION

If it is alleged that an Employee is in serious breach of Intergraph Policy, has committed a criminal offence or committed an act which could warrant summary dismissal, then Intergraph will instigate an appropriate process of investigation which recognises the rights of both Intergraph and the Employee.

During this process Intergraph has a responsibility to ensure that any affected Employee clearly understands the allegations and is given the opportunity to present their case. The employee may request and be entitled to a third party presence during this process.

## 40. TERMINATION

40.1 Employment may be terminated by either the Employer or an Employee on the basis of the following notice, in writing, or payment in lieu of notice:

<i>Employee's period of continuous service with the Employer</i>	<i>Period of Notice</i>
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice is increased by one week if the Employee is over 45 years of age and has completed at least two years continuous service.

40.2 Should Intergraph elect not to continue an Employee's service, by reason of the Employee's position becoming redundant, the Employee shall be retrenched and receive payment consisting of two weeks payment for each completed year of service up to a maximum of 26 weeks in total (inclusive of notice). This payment is to be calculated using only base salary.

40.3 At the date of separation, an Employee must return to Intergraph:

- (a) all confidential Intergraph information;
- (b) those parts of all notes and other records based on or incorporating confidential information;
- (c) all Intergraph's property in an Employee's possession or control, including uniform items and equipment.

### 40.4 Summary Dismissal

At any time Intergraph may summarily terminate the employment of any Employee for any cause warranting summary dismissal at common law or at statute. Without limiting the generality of the foregoing, Intergraph may summarily dismiss Employees who:

- (a) engage in any act or omission constituting serious or wilful misconduct in respect of their duties;
- (b) breach confidentiality and non disclosure provisions of this Agreement;

- (c) are convicted of a criminal offence;
- (d) are at work under the influence of illegal substances or with a blood alcohol content exceeding zero.
- (e) refuse or wilfully neglect to comply with any lawful and reasonable order given to them by Intergraph;
- (f) engage in computer "hacking" of Intergraph's computer equipment or software systems, or access information beyond their level of authorisation.

40.5 Clauses 40.1 and 40.2 do not apply to Casual Employees.

#### 41. RIGHT OF ENTRY

For the purpose of interviewing Employees on legitimate union business, a duly accredited representative of a union party to this Agreement may enter the premises of the relevant Centre under the following conditions:-

- (a) That Centre management is advised at least 24-hours in advance and on arrival at the centre and provided with a valid reason for the visit and agrees on the duration of the visit;
- (b) In the case of urgent matters, including individual discussion deemed urgent, the Union will contact the Support Services Manager (SSM) to arrange a mutually convenient time (i.e. to meet the operational requirements of the Centre) as soon as practicable;
- (c) The representative ensures that the visit in no way detracts from, or otherwise adversely affects, the operation of the business;
- (d) Under no circumstances shall the representative be permitted to communicate with Employees during a period when they are in the process of engagement in normal operating procedures;
- (e) The representative shall interview Employees only in the place designated by Intergraph at the time.

#### 42. CONSULTATION

A Consultative Committee shall be established as a formal means of communication. The Committee shall meet at regular intervals but at least twice yearly.

The Consultative Committee shall consist of three representatives of management and three elected employee representatives. A Union representative will be welcome to attend, as appropriate.

The Committee shall provide a forum to discuss any issues raised by either party and any matters which may be potential areas of dispute or have an impact on employees.

#### 43. NO EXTRA CLAIMS

The parties to this Agreement acknowledge that it is a Closed Agreement and no extra claims shall be made during the life of the Agreement. This Agreement also specifically precludes the payment of any National Wage or Award increases which may be decided during the life of the Agreement.

#### 44. SUPERSESION

This Agreement supersedes all previous employment arrangements and agreements.

DATED this 1<sup>ST</sup> day of NOVEMBER 1996

Signed on behalf of Intergraph BEST (Vic) Pty Ltd

G. Griffiths, Chief Executive Officer

(signature)

DATED this 1<sup>ST</sup> day of NOVEMBER 1996

Signed on behalf of the Australian Municipal, Administrative, Clerical and Services Union

Name BRIAN SULLIVAN NATIONAL EXECUTIVE PRESIDENT

(signature)

DATED this 31<sup>ST</sup> day of OCTOBER 1996

Signed on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal Plumbing and Allied Services Union of Australia

Name COLIN COOPER - DIVISIONAL PRESIDENT.  
COMMUNICATIONS DIVISION.

(signature)