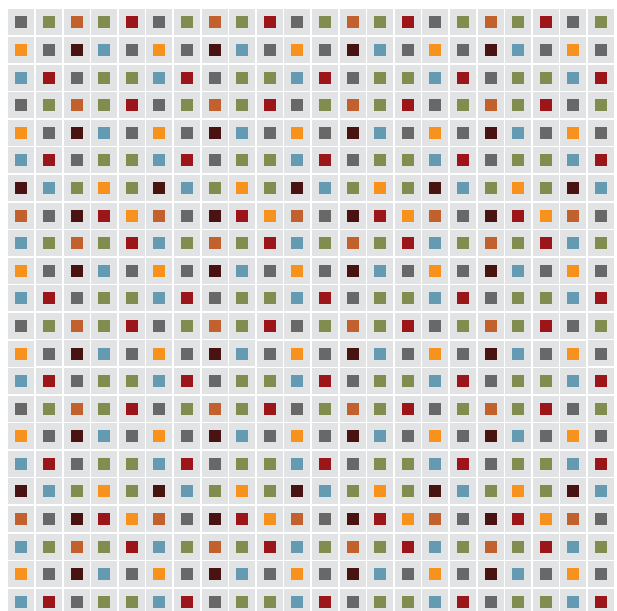


COLLECTIVE
EMPLOYMENT
AGREEMENT

EFFECTIVE 1 AUGUST 2007
TO 31 JULY 2008





COLLECTIVE EMPLOYMENT AGREEMENT

EFFECTIVE 1 AUGUST 2007 – 31 JULY 2008

If any provision of this Agreement is rendered invalid through an interpretation of new legislation that was not foreseen at the time this Agreement was negotiated, both Finsec and the Bank agree that neither party will seek to rely on it to the detriment of the other and will meet and in good faith attempt to negotiate a replacement clause to give effect to the intent of the parties.

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1 GENERAL PROVISIONS

1.1 STATUS OF AGREEMENT

This is a Collective Agreement in terms of the Employment Relations Act 2000.

1.2 PARTIES

The parties to this Collective Agreement are:

- a. ANZ National Bank Limited ('the Bank'); and
- b. Finsec ('Finsec' or 'the Union').

1.3 TERM

This Collective Agreement will come into force on 1 August 2007 and will expire on 31 July 2008.

1.4 COVERAGE OF AGREEMENT

This Collective Agreement will apply to all employees who are in, or are appointed to roles in Generalist Banking, Information Technology or Specialist in Bands 1, 2, 3 or 4 roles, being roles whose work involves the provision of banking products and services to customers and all support functions for this provision of products and services, and being a role assessed using the Hay Evaluation methodology as having a total of 333 points or less; except:

- a. A role that involves line management responsibilities, being a position that is accountable for managing staff who report to the particular position on a day-to-day basis, including (without limitation) TL2 and TL3 roles, unless the person:
 - i. Was in a line management role at 29 September 2006; and
 - ii. Was covered by the ANZ National Bank Limited Collective Employment Agreement that expired on 1 August 2006; and
 - iii. Has not exercised the option of moving to a managerial (TEC) agreement.
- b. A specialist role that falls within Bands 5, 6 or 7, being a non Generalist Banking or Information Technology position that would otherwise be covered by this Agreement and that requires expertise/in-depth knowledge in a specialised field, which may be demonstrated by qualifications or

extensive experience in that field. The Bank is often required to recruit externally for these skills and people in such roles may have career paths external to banking. For the removal of doubt this includes any role in human resources, the Bank's legal function, organisational risk and audit, and other Central Services functions, as well as analysts.

- c. The following roles:
 - i. ANZ and NBNZ Mobile Mortgage Managers;
 - ii. The National Bank Personal Managers;
 - iii. Corporate and Commercial Banking Assistant Relationship Managers, Relationship Services Executives and Executives;
 - iv. ANZ Small Business Managers;
 - v. ANZ On-Line Business Managers.

1.5 VARIATION OF AGREEMENT

1. This Collective Agreement may be varied by the written agreement of the parties. Where a variation is proposed by the Bank or Finsec, the following process will be followed:
 - a. The party proposing the variation will provide the other party with a proposal in writing. The proposal will set out the variation that is sought, and the names of directly affected employee(s) covered by this Agreement.
 - b. Directly affected employees are those employees whose terms and conditions of employment will change as a result of the variation.
 - c. Following notification to the other party, a period of not less than one week will be allowed for consideration before the parties commence formal discussions about the proposal in an effort to reach agreement.
2. Any proposed variation would then go out for ratification by ballot whereby 50% plus one employee of those who vote must vote in favour of the variation.

1.6 ATTENDANCE RECORD

1. A wages and time record will be kept for each employee in accordance with Section 130 of the Employment Relations Act 2000.
2. Where an employee works approved additional hours or overtime, the employee shall record such additional hours or overtime on an attendance record provided by the Bank.

1.7 STAFF DEPLOYMENT

1. In order to cope with changing work patterns and to ensure efficient utilisation of staff, an employee may be required to perform any reasonable duties within their capabilities, in a position of the same grade or higher, at a location within reasonable commuting distance of the employee's place of residence or current location at not less than their rate of salary prior to deployment.
2. Where an employee is transferred to such a new location, two weeks' written notice of such a transfer will be provided unless the employee voluntarily agrees to a lesser period.
3. Where a position becomes redundant, the provisions of clause 6.5 and not this clause shall apply.
4. For Bank-initiated transfers where a change of residence is necessarily required, the provisions of clause 4.6 of this Collective Agreement will apply.

1.8 CONFIDENTIALITY

Employees covered by this Collective Agreement undertake that they will not at any time during their service with the Bank or after that service has ended divulge any confidential information or knowledge acquired during their service with the Bank concerning the affairs or property of the Bank, or any of the customers of the Bank, except in the rightful course of their duties or as required by law.

The Bank's Information Security Policies, summarised in the Information Security Handbook, apply to your employment. You are expected to familiarise yourself with these policies.

1.9 INSIDER TRADING

Should a staff member receive inside information about a public issuer, they must not knowingly communicate or make use in any way of that information which would be in breach of the Securities Amendment Act 1988. Any such breach would amount to serious misconduct under this Employment Agreement.

1.10 CONFLICTS OF INTEREST

Staff must inform the Bank if they are or intend to be engaged under any other employment agreement, or contract for services within the financial industry or which may place them in conflict with their position within the Bank. Staff must not engage in any activity which would or may conflict with the duties or obligations of their position.

1.11 INTELLECTUAL PROPERTY

Intellectual property rights for methodologies, systems, designs, or any other product, or service that staff may develop in the course of their employment with the Bank, remain the property of the Bank. Fees, royalties and any other remuneration arising from such matters belong to ANZ National Bank Limited.

1.12 PART-TIME EMPLOYEES

1. An employee may be employed on a part-time basis subject to payment pro rata of the appropriate rate of salary and shift provisions.
2. A part-time employee shall be provided at the time of engagement with written notification of the terms and conditions of their employment relating to hours of work and rates of pay. Such notification shall be acknowledged in writing by the employee.

1.13 FIXED TERM EMPLOYEES/ON-CALL CASUAL EMPLOYEES

1. In order to efficiently manage changing work patterns and ensure the effective utilisation of staff, employees may be employed on a full-time, part-time or fixed term agreement/on-call casual basis.
2. Fixed term employees/on-call casuals shall be employed for an agreed period as required by the Bank and at the time of engagement shall be provided with written notification of the terms and conditions of their employment relating to length of employment, hours of work and rates of pay. Such notification shall be acknowledged in writing by the employee.
3. Fixed term employees/on-call casuals may be engaged for more than one period of employment and each period of employment shall be a separate period of engagement.
4. On-call casual employees will be paid for a minimum period of two hours on any day they are employed.

5. On-call casual employees shall be paid an additional eight per cent payment in their normal pay as holiday pay in lieu of annual leave entitlement. Entitlement to sick leave and bereavement leave for on-call casual employees will be in accordance with this Agreement and provided that the day in question would ordinarily have been a working day for the employee. An on-call casual employee is one who works on an as and when required basis and for whom no single engagement is longer than 12 months.
 6. Fixed term employees of less than 12 months' duration shall be paid eight per cent holiday pay at the conclusion of their Agreement and other leave entitlements shall be in accordance with this Agreement. Employees employed on Fixed Term Agreements for a duration of greater than 12 months shall be entitled to leave in accordance with the provisions of Part 5 of this Agreement.
 7. Other than as excluded in paragraphs 4. and 5. above, all other provisions of this Collective Agreement, except the redundancy and redeployment provisions contained in clause 6.5, shall apply to fixed term employees/on-call casuals.
2. The Bank is committed to ensuring that its health and safety policies and procedures are relevant, compliant with legislative requirements, and represent 'best practice'. The Bank agrees to consult with Finsec and all employees on the development and implementation of OSH and rehabilitation policies and procedures.
 3. The parties to this Collective Agreement recognise the importance of maintaining a secure banking environment, supporting staff after armed hold-ups, and providing regular staff training on security matters. The parties to this Collective Agreement further undertake to comply with any prevailing health and safety legislation, and are committed to the safe operation of all plant and equipment, to safe working practices and to the good health of all employees. To facilitate this it is required that:
 - The Bank will take steps to identify health hazards in each work site and will involve employees in the development of health and safety procedures and steps to minimise hazards.
 - An employee who uses a VDU (Visual Display Unit) is to practise safe working techniques, such as exercising micropause and other relaxation techniques, and taking allotted breaks. These safe working techniques are some of many preventative measures to avoid gradual process injuries such as OOS/RSI.
 - An employee who is principally engaged in operating a keyboard shall not be required to perform such duties for more than 50 minutes continuously without a break of at least 10 minutes for the purpose of performing non-keyboard duties or taking a scheduled tea break or meal interval.
 - Due to the possibility of a female keyboard operator who is pregnant being affected by radiation that may be emitted by some visual display units, such an employee will be informed of that possibility and be given the opportunity of employment on other duties if such duties are available and if she so desires.
 - Employees must use all safety equipment issued.
 - All work related injuries must be reported to the appropriate manager.
 - Any damage to plant, equipment, vehicles or furniture must be reported to the appropriate manager as soon as possible.

1.14 HEALTH AND SAFETY

1. The parties to this Collective Employment Agreement are committed to ensuring that:
 - There are healthy and safe systems of work and there is safe and sustainable workplace based rehabilitation for those who are injured at work.
 - Employees understand, and are encouraged to practise their right to participate in the identification and management of hazards, and that they will not be required to undertake unsafe work.
 - The Bank will endeavour to ensure that employees are aware of the hazards they face in the course of their work, and (where it is a self-insurer under accident compensation legislation) it will provide prompt cover decisions and ensure, to the extent such matters are within its power and control, timely accurate payment.
 - Employees will comply with all lawful health and safety policies and directions issued by the Bank.

- The Bank's non-smoking policy must be adhered to.
- The Bank further undertakes to inform staff of any significant changes to health and safety legislation that affects the Bank and employees' obligations.

1.15 EQUAL EMPLOYMENT OPPORTUNITY

The principle of equal employment opportunity will be observed in making all appointments. Any person is eligible for employment with and advancement within the Bank based on merit and irrespective of sex, age, colour, race, marital status, religious belief, political opinion, family status, ethnic or national origins, disability, employment status, trade union status (which includes non-membership of a trade union) or sexual orientation.

The Bank further undertakes to comply with any prevailing equal employment opportunity legislation.

The Bank recognises the importance of staff development and career progression and accordingly wherever practicable the Bank will advertise roles covered by this Agreement internally. However the Bank may advertise externally where it considers this is appropriate.

2 HOURS OF WORK AND OVERTIME

With the exception of sub-clauses 2.1(2), (3) and (6) and sub-clauses 2.3 and 2.4, the provisions of this clause apply to employees in areas of the Bank other than those in Appendices D - I. The hours of work, meal breaks and overtime/penal time payment provisions for employees employed in those areas are as set out in the applicable appendix.

2.1 HOURS OF WORK

1. A full time employee's ordinary hours of work shall not exceed 37.5 per week or 7.5 per day, exclusive of meal times, to be worked on any five days of the week, Monday to Sunday between the hours of 7:00am and 7:00pm.
2. For employees employed as at 31 March 2005, the ordinary hours of work of 37.5 per week, 7.5 per day are to be worked:
 - (a) for an employee employed by ANZ Bank, being part of ANZ National Bank Limited, as at 31 March 2005, between the hours of 7:00 am and 11:00pm, Monday to Friday inclusive and 8:00 am to 5:00pm Saturday and Sunday.
 - (b) for an employee employed by ANZ Banking Group (New Zealand) Limited as at 30 September 2002, between the hours of 7.00am and 9.00pm, Monday to Friday inclusive,
 - (c) for an employee employed by ANZ Banking Group (New Zealand) Limited as at 31 October 2000, between the hours of 7.00am and 8.00pm, Monday to Friday inclusive,
 - (d) for an employee employed by The National Bank of New Zealand before 1 September 1994, between the hours of 8.00am to 6.00pm, Monday to Friday.
3. The normal hours of work employees covered by clause 2.1(2)(a) - (d) above cannot be altered without the full consent of that person in writing. Any employee who declines to adopt a proposal to work changed working hours outside of the above ordinary hours will not as a result be prejudiced in his or her performance appraisal, employment prospects, or opportunities for training, promotion or development.
4. Where an employee requests a change to their normal hours of work so they may work varied daily hours up to a maximum of 37.5 hours per week, and the Bank agrees to such a request, no additional penal time payments will apply and overtime will only be paid for hours worked in excess of 37.5 hours in a week.
5. Times of starting and finishing work and the days or part days to be worked will be agreed between the Bank and the employee. The Bank will ensure that, as part of the employee's ordinary week, unless otherwise agreed, the employee has two consecutive days off.

Changes to hours of work

6. If there is a business need to change hours of starting and finishing work, or if an employee wishes to change their starting or finishing times, both the Bank and the employee must work together to meet business and individual needs. In doing so, each party must:
 - (a) Give as much notice as practical, and at least two weeks, prior to the proposed change; and
 - (b) In a situation where a Finsec member is being asked to change their hours, be offered Finsec support in these negotiations; and
 - (c) Fully inform the other of the issues under consideration, including family and care-giver needs, travel arrangements and any other relevant issues; and
 - (d) Participate in good faith through full and open discussion
 - (e) Not unreasonably withhold agreement to such changes.

Meal Breaks

7. Lunch breaks
 - An employee who works more than five hours a day is entitled to an unpaid lunch break of one hour. This period may be reduced by agreement between the employee and the Bank.

- Lunch hours will usually be rostered by the Bank, provided that an employee may take his or her break between 11.30am and 2.30pm unless the employee and the Bank agree to a reduced period or that the employee takes a meal break outside of these hours.
8. Every employee is entitled to a tea break of ten minutes duration as follows:
- Where rostered for more than four and a half hours - two breaks of ten minutes each
 - Where rostered for four and a half hours or less - one break of ten minutes
 - Tea breaks may be rostered as required by the Bank
 - The Bank will provide tea, coffee, milk and sugar.

2.2 OVERTIME AND PENAL TIME

1. Overtime hours are those hours worked in excess of the ordinary hours of work of 37.5 per week, 7.5 per day or 5 days per week.
- (a) Where an employee is required by the Bank to perform overtime, it shall be paid at the rate of T1.5 for hours worked in excess of 7.5 hours per day or 37.5 hours per week. Overtime worked on a sixth or seventh day shall be paid at the rate of T2 and a minimum payment of four hours shall apply. For the avoidance of doubt, this clause will not apply in circumstances where the decision to work is at the employee's initiative.
- (b) Where overtime is calculated on a daily basis overtime hours worked are not counted for the purpose of calculating overtime for hours worked in excess of 37.5 hours in a week.
- (c) An employee whose hours are set under clause 2.1(4) shall only be paid overtime at the rate of time and a half (T1.5) for time worked in excess of 37.5 hours in any week.
- (d) A part-time employee will not receive any overtime payment until such time as they work in excess of five days in any seven day period from Monday to Sunday, or 37.5 hours a week in a five day week, or 7.5 hours on a day where that employee normally works less than 7.5 hours.
2. Penal time hours are those hours worked within the ordinary number of hours of work of 7.5 per day and 37.5 per week but outside the ordinary clock hours of 7am to 7pm or worked on a sixth or seventh day of the week.

- (a) Employees shall be entitled to a penal time payment, in addition to their normal pay, at the rate of T0.5 for hours when required to work outside the ordinary clock hours on their normal five working days and at the rate of T1 for any hours worked on a sixth or seventh day of the week.
- (b) For employees covered by clause 2.1(2)(a) – (c) above, a penal payment in addition to their normal pay will be made at the rate of T0.5 for any ordinary hours worked on a Saturday and at the rate of T1 for ordinary hours worked on a Sunday.
- (c) For employees covered by clause 2.1(2)(d) above, a penal payment in addition to their normal pay will be made at the rate of T1 for any ordinary hours worked on a Saturday or Sunday.

3. The Bank is not required to pay overtime or penal time to an employee who works in excess of their normal hours on any day to make up time not worked on any other day or days.
4. Any hours worked that are paid as overtime will not be counted as penal time and vice versa. Overtime rates shall be calculated on the employee's normal hourly rate of pay exclusive of any penal payments and other allowances.
5. In the case of emergency call-outs arising in connection with the security of premises or malfunctioning of equipment, where the employee is actually called from home to attend such a situation, payment shall be for a minimum of two hours at the appropriate rate.
6. Where the period of overtime/penal time is continuous inclusive of meal breaks and extends past midnight, the rate of payment continues unaffected after midnight. A meal break, if taken, shall not break the continuous period of work.
7. Employees employed on the User Support Helpdesk who are required to work on a Saturday or Sunday as part of their ordinary hours of work shall be paid, in addition to their ordinary wages, an extra payment in respect of time worked on a Saturday at T0.5, or on a Sunday at T1. Meal money and mileage allowance do not apply during the weekends in respect of payments made pursuant to this clause.

8. Exceptions

- a. The Bank is not required to pay overtime to any employee engaged in a role that is paid an inclusive salary.
- b. These provisions do not apply to shift workers or to work performed under the standby and callout provisions or to periods of relief in a managerial post.
- c. Where a permanent employee of the Bank applies for casual employment in a different position or location, and the Bank accepts the employee's application, this will be treated as separate employment and hours worked in that person's permanent position will not be taken into account for the purposes of entitlement to overtime in the person's casual employment and vice versa.

2.3 MINIMUM BREAK

1. A break of at least eight hours must be provided wherever possible between any two periods of duty.
2. An employee's normal start time can be deferred, with no loss of pay, where they have been required to work so much overtime they would not have an eight-hour break between their finishing time on one day and their next start time.
3. If an employee is required to start work without such an eight-hour break their pay will be made up to an equivalent of the overtime rate until the employee has been allowed an eight-hour break.
4. A single call-out of one-hour or less does not interrupt the continuity of a break.

2.4 CHILDCARE CONTRIBUTION

1. The Bank recognises that a request for additional hours of work can incur additional costs for childcare. To assist with this situation, where an employee is requested to work additional hours, and agreement to this request will result in the employee incurring child care costs which would not normally have been incurred, the employee is to advise their manager accordingly.
2. If the manager upon being made aware of these costs elects to proceed with the request for additional hours, the Bank shall make a contribution to these costs at the rate of up to \$13.59 per hour up to a maximum of \$79.31 on any one day.
3. Payment will be subject to production of a receipt evidencing the costs incurred.

3 SALARIES

3.1 SALARY PAYMENTS

1. Salaries shall be paid fortnightly by direct credit to a bank account nominated by the employee, provided that salaries shall be paid one clear day prior to any weekend, or public holiday.
2. For the purposes of calculating salary payments, the following provisions shall apply:
An hourly divisor of 1950 shall be used except:
 - (a) In the case of employees engaged on a rotating eight-hour shift cycle pursuant to Appendix G of this Collective Agreement where an hourly divisor of 2080 shall apply, and;
 - (b) In the case of employees engaged on a rotating 8/12-hour shift cycle or 12-hour shift pursuant to Appendices H and I of this Collective Agreement, in which case an hourly divisor of 1872 shall apply.
3. Overtime, shift allowances and other payments shall be paid not later than the payday for the pay period following that in which they were incurred.
4. The Bank shall be entitled to make a rateable adjustment to the fortnightly pay of any employee who is absent without the consent of their manager or supervisor or who is absent on a period of unpaid leave or unpaid sick leave.

3.2 COMPETENCY BASED PAY APPROACH

The ANZ National pay framework is based on a competency based pay philosophy. This framework is based on enabling individuals to develop competencies. These competencies are based on knowledge, experience and skill acquisition, and the application of these on the job. The integration of these competencies will occur over time and allow progression through the steps in the salary band. Development against the competencies should be recorded in personal development plans for each individual and progress reviewed regularly at one-on-one meetings between individuals and their managers. This ensures a clear link between demonstrated skills, experience, knowledge and attributes, and resulting salary increases. It should be noted that demonstration of sales and achievement focus competencies is not dependent on achievement of sales or referral targets.

This process is separate to the agreed negotiated increase and the target incentive scheme.

3.3 SALARY SYSTEM AND JOB ROLES

1. Salary bands
The salary bands that follow apply to all roles covered by this Agreement and the bands establish the salaries for these roles.

GENERAL BANKING From 1 August 2007

	BAND 1	BAND 2	BAND 3	BAND 4	BAND 5	BAND 6	BAND 7
Advanced	\$39,122	\$43,302	\$47,238	\$52,948	\$56,262	\$59,646	\$67,095
Advanced	\$37,460	\$41,199	\$44,762	\$50,097	\$53,528	\$56,881	\$64,218
Competent	\$35,797	\$39,095	\$42,287	\$47,248	\$50,796	\$54,115	\$61,339
Competent	\$34,427	\$37,363	\$40,248	\$44,899	\$48,546	\$51,839	\$58,968
Competent	\$33,059	\$35,631	\$38,209	\$42,552	\$46,294	\$49,560	\$56,599
Entry	\$31,201	\$33,281	\$35,442	\$39,366	\$43,241	\$46,470	\$53,381
Entry	\$29,343	\$30,930	\$32,674	\$36,181	\$40,187	\$43,379	\$50,165

DIRECT BANKING From 1 August 2007

	BAND 1	BAND 2	BAND 3	BAND 4	BAND 5	BAND 6	BAND 7
Advanced	\$39,122	\$43,302	\$47,601	\$53,830	\$57,831	\$61,435	\$67,658
Advanced	\$37,460	\$41,199	\$45,385	\$51,786	\$56,091	\$59,694	\$66,219
Competent	\$35,797	\$39,095	\$43,170	\$49,743	\$54,353	\$57,951	\$64,782
Competent	\$34,427	\$37,363	\$41,346	\$48,061	\$53,921	\$56,516	\$63,597
Competent	\$33,059	\$35,631	\$39,523	\$46,377	\$51,488	\$55,082	\$62,412
Entry	\$31,201	\$33,281	\$37,046	\$44,095	\$49,545	\$53,135	\$60,803
Entry	\$29,343	\$30,930	\$34,572	\$41,811	\$47,601	\$51,188	\$59,195

BANKING OPERATIONS From 1 August 2007

	BAND 1	BAND 2	BAND 3	BAND 4	BAND 5	BAND 6	BAND 7
Advanced	\$39,122	\$44,230	\$52,445	\$57,620	\$60,408	\$61,523	\$68,845
Advanced	\$37,635	\$42,059	\$50,047	\$55,022	\$58,157	\$59,719	\$67,149
Competent	\$36,149	\$39,889	\$47,650	\$52,424	\$55,904	\$57,913	\$65,454
Competent	\$34,924	\$38,101	\$45,676	\$50,285	\$54,050	\$56,428	\$64,057
Competent	\$33,699	\$36,314	\$43,703	\$48,146	\$52,195	\$54,941	\$62,661
Entry	\$32,037	\$33,888	\$41,024	\$45,242	\$49,678	\$52,924	\$60,765
Entry	\$30,375	\$31,462	\$38,344	\$42,339	\$47,160	\$50,907	\$58,870

2. Salary bands and steps

(a) The Hay job evaluation system will be used to determine job size. Once a role has been evaluated, and the role's Hay points determined, the role will be placed in a band, as follows:

BAND NUMBER	HAY POINTS
1	0-119
2	120-159
3	160-189
4	190-229
5	230-269
6	270-301
7	302-333

(b) The standard of the competencies for each role will be set at three different levels to recognise the increase in skills and experience as the staff member progresses up the salary steps in his or her particular role. The salary steps and the associated levels are:

SALARY STEP	LEVEL
1	ENTRY
2	ENTRY
3	COMPETENT
4	COMPETENT
5	COMPETENT
6	ADVANCED
7	ADVANCED

3. Competencies

(a) The following competencies are based on knowledge and skill acquisition and applying these skills and knowledge on the job. The consistent demonstration of these competencies over time will allow progression through steps in the salary band.

(b) For Bands 1 and 2 role competencies are defined in two areas:

Technical Competencies:

- Bank Procedures, Policies and Systems
- Bank Products and Services
- Customer Focus
- Concern for Quality and Standards.

Personal Competencies:

- Teamwork
- Demonstrates Initiative
- Achievement Focus.

(c) For Bands 3 and 4 role competencies are defined in three areas:

Technical Competencies:

- Bank Procedures, Policies and Systems
- Bank Products and Services
- Customer Focus
- Concern for Quality and Standards.

Personal Competencies:

- Teamwork
- Demonstrates Initiative
- Achievement Focus.

Sales Competencies (for sales roles only):

- Sales Focus
- Building Relationships and Networks.

(d) For Bands 5, 6 and 7 role competencies are defined in three areas:

Technical Competencies:

- Bank Procedures, Policies and Systems
- Bank Products and Services
- Customer Focus
- Concern for Quality and Standards.

Personal Competencies:

- Teamwork
- Demonstrates Initiative
- Achievement Focus.

Sales Competencies (for sales roles only):

- Sales Focus
- Building Relationships and Networks.

People Leadership Competencies (for people management roles only):

- Developing People
- Inspiring Others
- Supporting and Managing Change
- Planning and Co-ordinating.

4. Salary progression

(a) A new staff member will commence employment on the first Entry step of the band appropriate to that staff member's role. If, however, the person has prior experience relevant to the role or there are other reasons that suggest the individual should start at an alternative step, the Bank may, at its discretion, offer the person a starting salary on a higher step of the salary band for that particular role.

(b) After commencement, any further salary increases will be determined on the basis of demonstrating the requisite competencies for the level at which the person is positioned. The demonstration of each applicable competency (e.g. Customer Focus) will be assessed on the following scale:

- A: Provides a role model for others and often demonstrates next level competencies for job role. When at the Advanced level in a band, often demonstrates the Competent level for the next higher band.
- B: Consistently meets competencies as defined for current level in job role.
- C: Does not meet competencies as defined for current level in job role and requires further assistance and development.

(c) In determining overall summary ratings on this three point scale the following rationale would be applied to ratings received for each individual competency:

- A: Majority of A ratings and no C ratings. Revert to B rating if one C given.
- B: Majority of B ratings, or equal number of A and B ratings, and no more than one C rating.
- C: Two or more C ratings.

(d) Individual ratings will determine progression through salary steps as follows:

- A: Progress two steps in the salary band.
- B: Progress one step in the salary band.

- C: No immediate step increase. Review competency level again after three-month period and determine if B or A level has been attained.

5. Anniversary date for competency assessments and salary reviews

(a) A competency assessment will be completed at some date, set by agreement, within the staff member's first 12 months in the role. In most situations this will be the 12-month anniversary from when the staff member commenced in the role.

(b) Subject to sub-clause 5(d) the date of this assessment becomes the anniversary date for subsequent annual competency assessments.

(c) If for any reason a competency assessment is not completed within a year of the person commencing in the role, the date that is 12 months from when the person commenced in the role will be the effective date of any salary increase and the anniversary date for any subsequent competency assessment.

(d) Where an individual is given an overall rating of C the reasons for this will be outlined in the competency assessment form and provided to the individual along with a development plan, developed in consultation with the staff member, to assist him/her to attain the outstanding competencies. Within a three-month period a further competency assessment will be undertaken. If the individual has achieved an A or B overall rating the resulting step increase will be provided and this will become the new anniversary date for competency assessment purposes. The step increase will be effective from this new assessment date. Depending on the outcome of this further assessment this may then become the new assessment date.

6. Progression on promotion or transfer between jobs

(a) On promotion to a role in a higher salary band a staff member will go to the salary step of the new band that is the next salary step above the salary before promotion and that provides a salary increase of at least \$600. In the event the staff member's salary, after the promotion, is above the appropriate salary for the new job, given his or her competency level in the new role, the staff member's salary will remain at that level until the appropriate competencies have been demonstrated.

- (b) A staff member transferring into a job within the same salary band will move into the new role at his/her current salary. The staff member will then be assessed against the competency level relative to their salary. The appointment date into this new job becomes the date for future competency assessment purposes.
- (c) If the staff member would normally have had his or her annual competency assessment within one month following the date the staff member is scheduled to commence in a new role, the staff member is entitled to an early competency assessment in his or her current role, prior to commencing the new role. The outcome of this assessment will determine the salary step the staff member will transfer to in the new role.
- (d) Subject to sub-clause 5(d), the anniversary date for assessment changes to the commencement date in the new job.
- (e) Where a staff member is promoted or transfers to a new role, he or she may request an early assessment within the first 12 months following the person's appointment to the new role. Where the assessment date is to be altered in this regard, the assessment is to be referred to the appropriate People Capital Manager for approval. In the event such a request is not approved the staff member is entitled to be informed, in writing, of the reasons for the decline.

3.4 RELIEF

- (a) A staff member relieving or acting in a job role which has a salary maximum higher than the maximum of the job role the staff member is normally engaged in, for any period of 10 consecutive working days or longer will receive an additional loading of five per cent of their normal daily wage for each day that the staff member relieves in that position.
- (b) This provision shall only apply to genuine relief (in the sense of undertaking the duties of a position which has a salary maximum higher than the maximum of the job role the staff member is normally engaged in, where the incumbent is absent or where there is no current incumbent) and not to a staff member who, once at the Competent or Advanced level, is being given the opportunity to develop team leader or mixed function skills.

- (c) A staff member relieving in a role covered by the Managerial Terms and Conditions, that is a role not covered by this Agreement, for any period of 10 consecutive working days or longer shall receive an additional loading of 10 per cent of their normal daily wage for each day that they are relieving in that position.
- (d) Where a staff member is requested, pursuant to this clause, to perform the duties of a role in a higher band or covered by the Managerial Terms and Conditions, that person is entitled to refuse the request, and such refusal will not disadvantage that person in subsequent competency assessments.

3.5 REVIEW PROCESS

1. Where a Finsec staff member:
 - (a) Disputes his or her competency assessment, or
 - (b) Believes that his or her role has been placed in an incorrect salary band, or
 - (c) Disputes the outcome of any role evaluation conducted by the Bank for any new role that falls within this Agreement's coverage, the matter in dispute shall first be referred to the manager of the staff member's manager for discussion and resolution, in consultation with the appropriate People Capital support. For the avoidance of doubt, a review of an outcome under sub-clauses (a) to (c) may be taken by Finsec in its own right or on behalf of a member.
2. If the matter is not resolved within 20 working days or if either party requires, the matter may then be referred in writing to a Review Committee for resolution. This process will be initiated by the dispute being referred to the People Capital Manager for the staff member's business unit.
3. The Review Committee shall
 - (a) Comprise up to a maximum of six individuals, of which three are nominated by the Bank and up to three nominated by Finsec. The Committee will meet within four weeks of receiving the employee's written review request.

- (b) A majority of members of the Committee shall be trained in the Hay technique of job evaluation. The Bank will meet the expense of having, at any one time, a pool of three employees nominated by Finsec trained in the Hay technique of job evaluation.
 - (c) Of the three Committee members nominated by Finsec at least one must be drawn from the pool of employees trained in Hay evaluation.
 - (d) A Hay consultant may be present at the Review Committee meeting to assist the parties reach a decision. The expenses of the consultant will be met by the party requesting the consultant's presence.
 - (e) The employee shall be present if required by any member of the Committee and his or her expenses, other than salary, will be met by the party requiring him or her to be present.
4. With regard to a review pursuant to sub-clause 1(c) of this paragraph, in the event the Committee cannot reach agreement over the size of the role, the matter will be referred to the Hay Group, which will conduct an independent evaluation of the role, the outcome of which will be accepted by the staff member, Finsec and the Bank. If a review pursuant to sub-clauses 1 (a) and (b) of this paragraph remains unresolved it may be pursued as an employment relationship problem.

3.6 TRANSITION

1. Staff receive the negotiated increase applied to their current salary as at 1 August 2006 to establish their 'new' salary. Following this increase all staff move to the new salary bands on their new salary. The only exceptions to this are:
 - (a) Where individuals are paid below the Entry step of their new salary band. In these cases staff will be moved to the first step on the new band for their job on transition.
 - (b) Where the difference between the individual's new salary and the closest step up in the new band is within \$600, the staff member will move to the next closest step up at their anniversary date competency assessment, if the person attains at least a B rating. This movement would be in addition to any step increase the staff member is eligible for.
2. Following the transition to the new salary band in accordance with clause 3.6(1), the staff member will, on or about the anniversary of his or her appointment to that role, undergo a competency assessment in which he or she is assessed against the competency set and level immediately below the person's transition salary. Any subsequent movement through the salary steps will then be determined based on the rating outcome.

4 ALLOWANCES

4.1 AUCKLAND / WELLINGTON ALLOWANCE

1. The provisions of this clause apply only to those employees in receipt of the Auckland/Wellington allowance on 29 February 1992 and who were employed by ANZ Banking Group (New Zealand) Limited on that date.
2. a. All employees in receipt of the Auckland/Wellington allowance on 29 February 1992 who continue to work in the Auckland and Wellington areas as defined in paragraph (b) of this sub-clause shall be entitled to an allowance at the rate of \$781 per annum, pro rata for part-time employees.
 - b. i. The Auckland area shall comprise all workplaces from and including Papakura in the south to and including Browns Bay in the north.
 - ii. The Wellington area shall comprise all workplaces from Cook Strait in the south to and including Upper Hutt and Porirua in the north, and shall include Wainuiomata.
3. Payment of this allowance to any employee shall cease in the event of that employee receiving a promotion which entails an increase in the employee's salary of not less than \$1,500 per annum.

4.2 MEAL MONEY

Where an employee, other than a shift worker, is required to work more than two hours' continuous overtime on any normal working day, that employee will be:

- a. Provided with a suitable meal by the Bank; or
- b. Paid an allowance of \$17.89.

The provisions of this clause will not apply to an employee working at home.

4.3 REIMBURSEMENT FOR EXPENSES

Except in the case of a transfer, the following applies to a staff member travelling within New Zealand under instruction from the Bank:

- The Bank will pay for, or reimburse, pre-approved transport and accommodation costs incurred by employees travelling on Bank business. Employees are to use the most convenient and cost efficient means of transport available.
- Where the use of public transport, or rental cars is impracticable, approval may be given for employees to use their own vehicle. In such a case, employees may claim reimbursement for mileage in accordance with the prevailing Inland Revenue mileage rates.
- The employee will be paid out-of-pocket expenses of \$11.33 for each day.

Where an employee elects to take their own vehicle instead of the method of transport determined by the Bank, they will be reimbursed either the cost of passenger transport as selected by the Bank or mileage reimbursement as prescribed under this Collective Agreement, whichever is the lesser amount.

Necessary taxi expenses will also be met by the Bank.

Where an employee is required to proceed on temporary duty within New Zealand, and is required to reside away from home overnight, the Bank may pay the actual cost of accommodation and meals and/or reimburse the employee for the actual cost of accommodation and meals. In the event the Bank does not provide accommodation and three meals, or reimburse the actual costs of accommodation and meals, the Bank will pay the cost of accommodation and the employee an allowance of \$67.80 per day.

On any day when the Bank requires an employee to report for work, a conference, a seminar, or any other work-related activity organised by the Bank, and not conducted at the employee's normal workplace location, time spent during such activity and associated direct travel, which is in excess of his/her normal daily travel time, will be counted as time worked and paid appropriately.

4.4 TRAVEL ON OTHER THAN A NORMAL WORKING DAY

When an employee is required to travel on a statutory or proclaimed holiday or a day which does not form a part of the employee's normal working week, the employee shall be entitled to claim overtime at the rate of T1.5 for the period of travel commencing when the employee leaves his or her place of residence and ending when the employee reaches the employee's destination. Alternatively, in lieu of this overtime payment, and by agreement with the Bank, the employee shall be entitled to a period of time off equivalent to the period of time spent travelling.

4.5 RETURNING HOME ON WEEKENDS OR ON OTHER CONSECUTIVE DAYS OFF WORK

An employee shall be entitled to return to his or her normal place of residence each weekend (or on other consecutive days off duty where an employee works on a Saturday or Sunday as part of their normal ordinary hours) with actual travelling expenses reimbursed.

Such travel will be undertaken outside of the employee's normal hours of work or at such other times as may be agreed upon between the employee and the Bank for the time being.

Time involved in travelling to and from the employee's normal place of residence shall not be counted as time worked by the employee for the purposes of the hours of work, overtime, meal money, and the shiftwork hours of work, overtime and meal money provisions of this Collective Agreement.

4.6 TRANSFERS

1. When an employee, because of his/her transfer from one branch or office to another is necessarily obliged to change his/her place of residence, he/she shall receive four weeks' notice and be paid as provided hereunder. Any dispute as to the necessity of changing an employee's place of residence on transfer shall be dealt with under Part 7 of this Agreement.

a. Accommodation and meals

The Bank shall reimburse the employee for any expenses incurred with accommodation and meals when the employee, one adult dependant and each dependent child under 18 years of age reside at an hotel, motel or lodging house or any or all of them while waiting for the journey to begin or in the course of the transfer for a period of 14 consecutive days.

b. Removal expenses

The Bank shall reimburse the employee for removal expenses during the employee's transfer to the new location in terms of:

- Packing and removing furniture, furnishings and effects (including motor vehicles, boats, caravans and trailers) and domestic pets, to the new place of residence provided the costs are reasonable.
- Storing furniture, furnishings or effects for a reasonable period provided that storage is required.
- The cost or additional cost of insuring furniture, furnishings and effects during removal and, if necessary, during storage or removal to and from storage.
- Boarding domestic pets provided that the length of time the pets are boarded is reasonable.

c. Sale/purchase of private residence

Where the employee sells a private residence in the old location and/or purchases a private residence in the new location, the Bank shall pay the costs:

- i. In relation to the private residence in the old location:
 - Insurance and rates incurred in the period from the date of purchase of a residence in the new location until the residence in the old location is sold, provided the residence in the old location is not let out to tenants and;
 - Travel and accommodation expenses incurred by the employee when he or she returns to the old location to facilitate sale of that residence provided it is necessary for the employee to return to facilitate the sale and the travel and accommodation expenses incurred are reasonable and approved by the Bank and;
- ii. In relation to the private residences at either the old or new location:
 - Legal fees;
 - Land agent's commission/fees and/or;
 - A registered valuation provided that valuation is required by the Bank.

Provided in each case:

- At the time of receipt of notice of transfer from the Bank, the employee owns or rents a place of private residence in the old location;
- The place of residence sold or purchased was or is to be used for the employee's own occupation; the sale and/or purchase of the place of residence was as a direct result of the transfer in that the staff member was necessarily obliged to change their place of residence; and
- The transfer is at the Bank's request.

d. Lump sum cash payment (taxable)

- With dependants \$8,101
- Without dependants \$3,922.

Dependants includes adult dependants (spouse or de facto) and child dependants.

Note: Where an employee with dependants is instructed to transfer and commence duties within 14 days of being notified of such transfer he/she shall be paid an additional lump sum cash payment of \$1,310.

e. Travel

The Bank shall reimburse the employee for travel home weekly for the first four weekends at the new location when their spouse/de facto/dependants remain at the old location. Receipts must accompany all claims.

- f. This clause (4.6) shall have no application to an employee transferred at his/her own request. Any payments in such case shall be at the discretion of the Bank.

4.7 MILEAGE ALLOWANCE

Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance as published by Inland Revenue for tax purposes.

The current rates are:

- 1 to 3,000 km - 62c per km
- 3,001 km and over - 19c per km

For the purposes of this clause 'year' means the IRD tax year from 1 April to 31 March.

5 LEAVE PROVISIONS

5.1 ANNUAL LEAVE

1. Employees will be entitled to four weeks of paid annual leave for each completed year of service.
2. Each employee shall take a minimum of two weeks of annual leave during each year (public holidays may also be included in this period).
3. The Bank will prepare a leave roster for each leave year. Where possible the wishes of staff will be considered however the final decision on when leave is to be taken will rest with the Bank. The leave roster may be changed by agreement between the Bank and employees involved.
4. Annual leave entitlement will be accrued and recorded in hours based on a normal full-time working week of 37.5 hours, five days per week, 7.5 hours per day. For employees who work less than full-time and/or irregular hours of work, entitlement to the above annual leave will be determined by the proportion of their normal hours of work to full-time hours (1950) per year.
5. Payment for annual leave shall be made in the pay for the period during which the leave is taken, unless otherwise requested, and will be calculated in accordance with the Holidays Act 2003.
6. The annual leave entitlement for employees covered by Appendices F and I will be as set out in the applicable appendix.
7. An employee who returns to work after a period of up to 52 weeks approved parental leave, shall be entitled to take all annual leave accrued while that employee was on parental leave, and be paid for that annual leave at the employee's ordinary pay at the time the leave is taken.

5.2 PUBLIC HOLIDAYS

1. Where any of the following holidays fall on a day which would otherwise be a working day for an employee, that employee shall receive a paid holiday: Christmas Day, Boxing Day, New Year's Day, second day of January (or some other day in its place), Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning sovereign, Waitangi Day and Anniversary Day (or some other day in its place).
Where an employee is transferred from a location where the Anniversary Day has not been observed to a location where it has been observed, the employee shall receive one day's leave in lieu of the Anniversary Day.
2. a. An employee who is required to work on a recognised holiday where that day would otherwise be a normal working day will receive an additional payment at ordinary time (T1) for each hour worked and will be granted an alternative holiday on pay at a mutually convenient time.
b. Where an employee is either required to, or volunteers to, work on a recognised holiday outside of their normal working hours they will be paid at double time (T2) for each hour worked.
c. Time worked in excess of 7.5 hours on a public holiday will be paid at the rate of double time (T2).
d. Payment rates for callouts performed on a public holiday (either by attending work or resolving the matter from home) are set out in Part 8 of this agreement.
3. The public holiday entitlements for staff covered by Appendices F and I will be as set out in the applicable appendix.

5.3 SICK LEAVE

1. Employees will be granted paid sick leave when illness prevents them from attending work. An employee must notify their manager as soon as possible on the morning of any absence on sick leave and shall also, if possible, give an indication of when they will return to work.
2. Where the frequency of absence of any employee without medical evidence is regarded as excessive, where there is an unacceptable pattern of absences, or where there is prolonged (continuous or non-continuous) absence, the Bank may review this provision and withhold the continuation of paid sick leave to that employee until the employee's next anniversary.
3. The Bank may require a medical certificate for any period of sick leave of three or more consecutive days (whether or not these are normal working days). The Bank may also require a medical certificate for any absence of less than three days where it has a reasonable concern as to the genuineness of the sick leave, in which case the Bank will meet the cost of providing the medical certificate.
4. In certain circumstances, to obtain a second opinion, the Bank may, at its expense, require an employee to undergo a medical examination by a doctor selected by mutual agreement, which will not be unreasonably withheld.
5. Part-time employees on sick leave will be paid for the number of hours for which they were scheduled to have worked on each day.
6. This provision does not affect the Bank's entitlement under clause 6.2.
7. Employees may continue to utilise any unused sick leave accumulated before this Agreement applied.

5.4 DOMESTIC LEAVE

1. Where an employee's partner or dependent is ill and they need to stay at home to care for them, or it is essential for an employee to be absent from work as a result of pressing family or personal needs, they may take up to ten days' paid leave per year.
2. The Bank may require written evidence of the reason for using domestic leave.
3. An employee shall ensure that notice is given to the Bank as soon as possible on the first day of absence and will keep their manager advised as to when they will return to work.
4. Where the employee still has accumulated unused sick leave under clause 5.3, any domestic leave taken shall be deducted from this.

5.5 BEREAVEMENT LEAVE

1. An employee shall be entitled to up to three days' bereavement leave without loss of salary on the death of a person with whom the employee has had a close association.
2. Reasonable additional bereavement leave shall be granted where an employee has assumed significant responsibility for the arrangements to do with the ceremonies resulting from the death; or where cultural obligations or travel arrangements necessitate a longer period of bereavement leave.

5.6 PARENTAL LEAVE

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and any amendments and subsequent legislation.

5.7 FAMILY LEAVE

1. Family leave shall be granted to employees in accordance with the provisions of this clause.
2. On the occasion of the birth or adoption of a child the employee shall be granted one week of paid leave and up to one week of unpaid leave to be taken within three weeks prior to or following the birth/adoption. This leave must be taken in one continuous period and may be in addition to a period of parental leave in terms of clause 5.6 of this Agreement.
3. The employee must give the Bank at least one month's notice of their intention to take such leave otherwise, at the Bank's discretion, the leave may not be granted.
4. The entitlement to family leave on adoption shall only apply to the adoption of a child of up to five years of age.
5. Nothing in this clause shall diminish an employee's right to extended leave granted under this Collective Agreement or under the Parental Leave and Employment Protection Act 1987.

5.8 JURY SERVICE

1. When an employee is obliged to undertake jury service the employee may elect to take this period of leave on full pay, without pay or as annual leave.
2. If this leave is taken on full pay, the employee is required to return all juror's fees, other than reimbursing expenses, received from the court to the Bank.
3. Where an employee takes leave on full pay, or unpaid leave, to undertake jury service, they must return to work as soon as they are released from jury duty.

5.9 EXTENDED LEAVE

1. An employee may resign and take unpaid extended leave, with the Bank's agreement, to care for pre-school age children, overseas travel or study and apply to recommence under the conditions as set out in this clause.
2. The maximum aggregate period of absence an employee may take as extended leave is four years.
3. At the expiry of the agreed period of extended leave, an employee may apply for re-employment. For a period of three months from the date of application, an employee wishing to return from extended leave will have a preference in regard to other external applicants for any suitable vacancy at the same or lower grade and salary as that held prior to resignation if they meet the requirements of the position such as skill, knowledge, experience and qualifications.
4. On recommencing employment with the Bank at the expiry of a period of extended leave, the employee's resignation will be cancelled and their service will be regarded as continuous for the purposes of benefits provided under this Collective Agreement except that the period of extended leave will not count towards accumulated service.
5. Notwithstanding the above, where an employee on extended leave works for another employer within New Zealand on a permanent full-time basis during the leave, the extended leave will be deemed to have ended and the employee will have no rights under this clause, unless such employment has been agreed in advance in writing by the Bank.

5.10 LONG SERVICE RECOGNITION

1. On the completion of five years of service (continuous or non-continuous), an employee shall be entitled to an additional three days of paid annual leave in each subsequent year of service. For the purpose of this clause, the period of service shall not include any periods of absence on leave without pay in excess of one week.

Employees who were employed by The National Bank prior to 1 April 2002 will also be entitled to the additional three days of annual leave in each year of service as per clause 5.10.1.

2. a. Employees covered by this Agreement shall be entitled to long service leave as follows:
 - i. One period of long service leave of three weeks after the completion of 15 years, and before the completion of 25 years, of continuous service with the Bank.
 - ii. One period of long service leave of four weeks after the completion of 25 years, and before the completion of 35 years, of continuous service with the Bank.
 - iii. One period of long service leave of five weeks after the completion of 35 years, and before the completion of 40 years, of continuous service with the Bank.
 - iv. One period of long service leave of six weeks after the completion of 40 years of continuous service with the Bank.
- b. Should an employee have completed 25 years' continuous service with the Bank prior to the date of this Agreement coming into force, he/she shall not be entitled to the period of long service leave provided in paragraph (i) of subclause (a) of this clause. Should an employee have completed 35 years' continuous service with the Bank prior to the date of this Agreement coming into force, he/she shall not be entitled to the periods of long service leave provided in paragraph (i) and (ii) of subclause (a) of this clause. Should an employee have completed 40 years' continuous service with the Bank prior to the date of this Agreement coming into force, he/she shall not be entitled to the periods of long service leave provided in paragraph (i), (ii) and (iii) of subclause (a) of this clause.

- c. The provisions of this clause shall not apply where the Bank provides an employee with reward for long service, which is not less favourable to the employee than the entitlement in this clause.
 - d. The Bank may set off against and deduct from any allowance paid to an employee at termination of employment any salary and/or taxable allowances paid to the employee in respect of any period of long service leave taken, in terms of subclause (a) of this clause.
 - e. Any period of long service leave to which an employee may become entitled shall be taken at such time or times as may be mutually agreed between the Bank and the staff member concerned.
 - f. If an employee who has become entitled to a period of special leave leaves the Bank before such long service leave has been taken he/she shall be paid in lieu thereof.
 - g. For the purposes of this clause, continuous service shall not be broken by any period of absence on parental leave in accordance with clause 5.6 of this Agreement or approved leave without pay and any such period of absence shall be counted as service, provided that the staff member has, following any such period of absence, resumed service with the Bank and has not been employed by any other employer during the period of absence from service.
3. In addition to the long service leave entitlement in clause 5.10.2 above, employees shall receive a taxable lump sum payment of \$750 on the completion of ten years' continuous service and every fifth year anniversary thereafter, in recognition of long service and loyalty.

5.11 MINIMUM CODE INCORPORATED

All leave entitlements set out in this Collective Agreement are inclusive of, and not in addition to, the minimum code prescribed in the Holidays Act 2003.

6 TERMINATION OF EMPLOYMENT

6.1 NOTICE

One month's written notice of resignation by an employee or termination by the Bank shall be given, or one month's pay in lieu of notice of termination, or a lesser period by mutual agreement. This will not apply to G1-G4 staff (ANZ brand) employed as at 2 October 2000 or Customer Services Officers (National Bank brand) employed as at 31 March 2002 (while they remain in that job role) for whom two weeks' notice of resignation shall apply.

6.2 INCAPACITY

1. Where an employee has been absent from work on unpaid sick leave due to medical incapacity for more than 50 consecutive working days, they may be required to furnish an opinion from a qualified medical practitioner nominated by the Bank as to the further period the employee will continue to be absent from work and whether they will be able to perform the same duties again. If that further period is stated to be for 20 working days or more, or if a definite period can not be stated, or if the employee will be unable to perform the same duties again, then the Bank may terminate the employment of the employee forthwith.
2. Termination of employment due to incapacity shall be treated as a resignation except that notice or payment in lieu of notice shall not apply.
3. This clause shall not operate to remove any entitlement to medical retirement under the medical retirement provisions contained in clause 6.6 of this Agreement, or remove or create any employee's entitlement to ill health retirement under a Bank superannuation scheme other than is provided in the rules of such a scheme.

6.3 SUSPENSION

In the event of suspected misconduct on the part of an employee, the Bank may suspend the employee on full pay for such period as it considers reasonable in circumstances where the Bank considers this to be appropriate, including to allow the Bank to conduct an investigation into the matter. The employee will be entitled to comment on the outcome of the investigation before a final decision is made by the Bank.

6.4 DISMISSAL

1. In all dismissal cases under this clause, the following procedure must be followed:
 - a. Specific information on the allegation of misconduct or poor performance will be provided to the employee together with advice of the likely consequences for the employee if the allegations are upheld.
 - b. A real opportunity will be given to the employee to explain or refute the allegation and this will be given full and unbiased consideration before any warning is given or dismissal effected.
2. Summary dismissal

The following are examples of the type of behaviour that constitutes serious misconduct warranting summary (instant) dismissal without notice. This list is not exhaustive.

- Misappropriation of the Bank's or customers' funds, and any acts inside or outside of the Bank of fraud, misappropriation or any form of theft or conversion.
- Serious breach of the Bank's lending procedures or policies, including lending without authorised discretion and lending or performing any transactions on the employee's own account.
- Using or manipulating the Bank's systems and/or procedures for the employee's or another party's advantage.
- Falsification of Bank records, including attendance records.
- Serious breach of Bank procedures or policies.
- Gross insubordination, neglect of duty, or disobedience in carrying out manager's or supervisor's reasonable instruction.
- Removing equipment or articles from the workplace without proper authorisation, articles include Bank records, correspondence, diary notes etc.
- Being in possession of another employee's property without that employee's permission.

- Intimidation or persistent harassment of any employee.
 - Sexual harassment.
 - Racial discrimination.
 - Using Bank equipment or services without proper authorisation.
 - Serious breach of information security policies, including inappropriate use of Bank email and Internet facilities.
 - Damage or interference to or refusal to release Bank property.
 - Assaulting any person on the Bank premises during working hours.
 - Reporting for work in such a condition of intoxication, through either alcohol or drugs, that the employee is unable to perform their duties properly and safely. At the time of the first offence the employee reporting in such condition will be sent home. A second occurrence will constitute grounds for instant dismissal.
 - Consuming intoxicating liquor on the Bank's premises without executive consent.
 - Supplying or using drugs on the Bank's premises, except those drugs prescribed by a registered medical practitioner for the employee's own use or non-prescribed items purchased from a chemist provided they are used as prescribed or directed.
 - Possession of drugs classified as Class A (heroin, L.S.D, cocaine), B (morphine, cannabis resin) or C (cannabis leaf and seed) either for use or supply, on or off the premises.
 - Breaches of security or confidentiality.
 - Insider trading as defined by the Securities Amendment Act 1988.
 - Irresponsible use of fire protection or safety equipment installed on the premises.
 - Acts by the employee within or outside of their workplace considered by the Bank to be dishonest or unethical or which bring the Bank into disrepute.
3. Dismissal with notice or pay in lieu of notice
- a. An employee may be dismissed with notice or pay in lieu of notice in cases where misconduct or poor performance does not warrant summary dismissal.
 - b. In such cases the employee will be warned by the Bank that their actions constitute misconduct or poor performance and that any further misconduct or failure to correct poor performance will result in their employment being terminated by dismissal. Warnings will be documented and a copy given to the employee concerned.
 - c. Notwithstanding the provisions of paragraph (b) of this sub-clause, in particular cases of misconduct which do not warrant summary dismissal, but which are in the opinion of the Bank sufficiently serious as to warrant such action, the Bank may proceed directly to dismiss the employee with notice, or with payment in lieu thereof, without invoking the procedure prescribed in paragraph (b) of this sub-clause.
4. In all cases of termination by dismissal, notification of the dismissal will be given to the employee in writing.

6.5 REDUNDANCY AND REDEPLOYMENT

1. The Bank is committed to utilising its employees, who are its major resource, to the best advantage.

Where an employee's position is redundant due to restructuring, they will have the opportunity to apply for any positions that become available through the normal application and selection process as a result of that restructuring. Where an employee is unsuccessful in this process they will be considered for redeployment as set out below.
2. Definitions
 - a. 'Redundancy' means a situation where an employee's employment is terminated by the Bank, the termination being attributable, wholly or mainly to the fact that the position filled by that employee is, or will become, superfluous to the needs of the Bank either because of the cessation of the whole or any part of the Bank's operation, or because of business restructuring or reorganisation (including the amalgamation of workplaces). An employee engaged for a fixed term of employment shall not be deemed to be redundant at the scheduled completion of that period of employment.

- b. 'One week's salary' shall be defined as 50 per cent of basic fortnightly salary, plus shift allowance and weekend penal payment, where applicable, but excluding overtime and weekend overtime, averaged over the three pay periods worked by the employee immediately prior to the date of termination of employment or, in the case of shift workers engaged under Appendix G or Appendix H of this Collective Agreement, over the last complete normal shift cycle worked by the employee prior to the date of notification of redundancy. In the case of part-time employees one week's salary shall be calculated on the average weekly earnings for the previous twelve months, or the salary being received at the time of receipt of the notice of redundancy, whichever is the greater.
 - c. 'A directly comparable position' shall mean a position which has the same or higher grade and salary, is in the same location or at another location within reasonable commuting distance of the employee's place of residence, does not involve a change of duties significant enough as to be unreasonable with regard to that employee's skills and ability, and does not involve a change in working hours which would place an unreasonable imposition upon the employee's individual circumstances, particularly domestic or child care arrangements, or a reduction in working hours unless the salary is maintained. The position may be with another company within the ANZ Group of companies.
 - d. 'Date of termination of employment' means the employee's last day of duty.
3. Redeployment
- a. Before an employee is given formal notice of redundancy including a termination date, the Bank will examine all alternative job options and make every reasonable endeavour to identify and offer at least one job option.
 - b. This offer may comprise of the opportunity to apply for a suitable position. Any such offer shall be in writing and will include information on location, grade and principal duties of the position.
 - c. An employee who receives an offer of redeployment which requires a change of residence shall be given 14 days to decide upon the offer. For any offer not involving a change of residence, the period shall be seven days.
 - d. An employee who declines an offer of a directly comparable position may be made redundant but will not be entitled to any of the provisions of sub-clauses (5) and (7).
 - e. As an alternative to redundancy the Bank may offer the option of continued employment in a non-comparable position whilst allowing the employee to retain their salary. The employee shall be entitled to decline the offer without forfeiting their entitlement to redundancy compensation.
 - f. Where the employee who accepts a job offer made by the Bank which necessarily requires a change of residence will be entitled to the transfer provisions contained in clause 4.6 of this Collective Agreement.
 - g. Where a full time or part time employee is offered an alternative position or redeployment which involves shorter hours, and there is a commensurate reduction in salary, the staff member shall be entitled to the full redeployment and redundancy provisions.
 - h. If as an alternative to redundancy the employee accepts a position with reduced hours, he or she will be entitled to receive a one off lump sum payment equivalent to 12 weeks of the dollar value of the difference between the new and existing weekly scheduled hours.
4. Notice
- a. An employee whose position becomes redundant and is not redeployed will receive a minimum of six weeks' written notice of termination or payment in lieu thereof. Where an employee is offered an alternative position during the notice period, which the employee is prepared to accept, then notice of termination will be withdrawn and employment will continue.
 - b. Subject to the provisions of paragraphs (a) and (c) of this sub-clause, any payment of redundancy compensation shall be contingent on the employee remaining at work and performing their assigned duties as required until the expiry of the period of notice.
 - c. Where an employee who has received notice of termination finds another job during the notice period and wishes to leave before the termination date, the Bank will make every effort to meet that request. Where the Bank agrees the unworked portion of notice will not be paid.

5. Redundancy compensation

Where an employee is made redundant the following payments will apply:

- a. Seven weeks' salary for the first year of service. Pro-rated for those with less than one year of service.
- b. Plus four weeks' salary for each of the second to tenth consecutive years of completed continuous service.
- c. Plus three weeks' salary for each of the eleventh to sixteenth consecutive years of completed continuous service.
- d. Plus two weeks' salary for each subsequent consecutive year of completed continuous service to a maximum of 25 years including the first.
- e. Plus a pro-rated payment for each completed month of service in the final part year of service.
- f. All continuous service with New Zealand Post Office up to 31 March 1987 which is continuous with PostBank service from 1 April 1987 shall be counted as service when calculating redundancy compensation. Continuous service with either Rural Bank or Countrywide Bank shall also be counted as service for the purposes of redundancy compensation.

6. Unused leave

Payment will be made for any outstanding annual leave and long service leave entitlement.

7. Staff loans

- a. An employee made redundant may continue existing staff loans on concessionary staff terms for a period of nine months from the date of termination of employment. Any changes to interest rates or other conditions applicable to staff loans will also apply during this nine-month period.
- b. At the request of the employee, the Bank will refinance these loans, subject to the normal customer lending criteria applicable at the time. Loans are to be repaid or refinanced by the expiry of the nine-month period.

8. Medical benefits

An employee who is made redundant and is a member of a Bank subsidised medical scheme shall be entitled to claim any admissible medical expenses incurred up to the date of termination of employment.

9. Superannuation

Where an employee is made redundant and is a member of the Government Superannuation Fund or a Bank Superannuation Scheme they shall be entitled to the exit provisions of that fund as appropriate.

10. Leave without pay

- a. Where an employee on parental leave or other leave of absence who has previously been advised that a position will be held open, advises the Bank that they wish to return to work at the conclusion of that leave and the Bank advises that a position will not be available for them due to redundancy, the provisions of this clause will apply.
- b. In such a case the provisions of this clause shall be applied on the basis that the employee was made redundant as at the date advised in the notice of redundancy. The period of leave without pay which has been taken shall count towards total service for the purpose of calculating a payment under this clause. This payment shall be calculated on the average weekly pay as defined in clause 6.5(2)(b) over the three pay periods immediately prior to the employee commencing leave, or the average over the previous 12 months whichever is the greater.

11. Union meeting

Where a Finsec member (or members) is being made redundant, Finsec will be entitled to hold one paid meeting for that employee, which shall be a joint meeting where more than one employee at a work site, who is a member of Finsec, is being made redundant, of not more than one hour's duration at a workplace where notice of redundancy has been given to the employee, provided this does not interfere with the normal operation of the workplace.

12. Technical redundancy

- a. Where an employee's employment is affected by reason only of the sale, transfer, contracting out or amalgamation of the whole or any part of the Bank's business, the Bank shall:
 - Negotiate with any new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and
 - Will use its best endeavours to secure the new employer's agreement to offer employment to the affected employees.

- b. Where the employee chooses not to transfer to the new employer, or is not offered employment by the new employer, the redundancy provisions in this Agreement shall apply.
- c. Notwithstanding (b) above, the Bank shall not be required to pay compensation for redundancy to the employee if:
 - i. The company (or person) acquiring the Bank or the part being sold, transferred, contracted out or the amalgamated company succeeding to all the property, rights, powers, and privileges of each of the amalgamating companies:
 - Has offered the employee employment in the Bank or the part being sold or transferred, contracted out or subject to amalgamation; and
 - Has agreed to treat service with the Bank as if it were continuous; and
 - ii. The conditions of employment offered to the employee are the same as, or are no less favourable than, the employee's conditions of employment, including:
 - Any service related conditions;
 - Any conditions relating to redundancy;
 - Any conditions relating to superannuation; under the employment being terminated, and;
 - iii. The offer of employment by the company (or person) acquiring the Bank or the part being sold, transferred, contracted out or the amalgamated company succeeding to all the property, rights, powers, and privileges of each of the amalgamating companies is an offer to employ that employee in the Bank or that part of the Bank or the amalgamated company either:
 - In the same capacity as that in which the employee was employed by the Bank; or
 - In a capacity which the employee is willing to accept.

13. Voluntary redundancy

In situations where, as a result of restructuring by the Bank, there is a reduction in the number of positions required, the Bank may seek from staff an expression of interest in voluntary redundancy to be forwarded direct to the relevant Human Resources Consultant. Under no circumstance may any pressure be brought to bear on any staff member to respond to such an approach.

Where such requests are received, the Bank retains the right to accept or reject each, or all, of those requests. Such applications will be treated as confidential between Human Resources, Bank executives and the employee concerned. Where any such application is not accepted, no record of the application will be retained in the employee's personal file.

Where an employee who has expressed an interest in voluntary redundancy is subsequently made redundant, their authorised representative shall be notified at the same time that notice is given to the redundant employee where that authorised representative is known to the employer.

6.6 MEDICAL RETIREMENT

An employee may make an application to retire medically unfit or be required to retire if in the opinion of the General Manager Human Resources, based on medical evidence, they are considered medically unfit to carry out their duties.

An employee whose retirement is approved on medical grounds shall be granted 90 days' leave on full pay for service up to 30 years, or in accordance with the scale in sub-clause (2) of Appendix A of this Collective Agreement for service in excess of 30 years.

6.7 RECORD OF SERVICE

Each employee on leaving or being discharged from their employment shall, on request, be given a certificate stating the final position held and dates of commencement and completion of service.

EMPLOYMENT RELATIONSHIP PROBLEMS

7.1 EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 provides a process to assist in resolving any employment relationship problem that arises.

An employment relationship problem includes:

1. Any personal grievance as defined in section 103 of the Employment Relations Act 2000 (i.e. unjustified dismissal, unjustifiable action leading to disadvantage, discrimination, sexual harassment, racial harassment or duress in relation to union membership);
2. Any dispute over the interpretation, application or operation of this employment Agreement; or
3. Any other problem relating to or arising out of the employment relationship.

It does not include any problem with the fixing of new terms and conditions of employment.

This procedure focuses on resolving employment relationship problems quickly and effectively, and in a way that is consistent with rights and obligations under the Employment Relations Act 2000. It is the Bank's policy to attempt to resolve problems directly and at the earliest opportunity. Both employees and the Bank must try and resolve any problems in good faith.

The steps to be followed are:

Step 1 – Raising the problem

In order to address employment relationship problems as fairly and efficiently as possible, you must raise a problem as soon as it occurs or you become aware of it occurring. You can involve a representative at any stage of this process and you are encouraged to do so.

If you have been dismissed, you may request that the Bank provide you with a written statement of the reasons for your dismissal. This request should be made in writing and must be made within 60 days of your dismissal. The Bank will respond to you within 14 days from the time your request is received. If you do not make your request within 60 days, the Bank is not required to respond.

You must raise a personal grievance with the Bank within 90 days of the grievance occurring or you become aware of the grievance unless there are exceptional circumstances. You need to take reasonable steps to make the Bank aware that you have a grievance that you want addressed. For example, you could advise your Manager in writing that you consider that you have a personal grievance, and what it is about.

Step 2 – Meeting to discuss the problem

You and the Bank will meet as soon as practical for the Bank to respond to your grievance, and to discuss the problem. If you have a representative, he/she can be at this meeting as well.

If you and the Bank cannot resolve the personal grievance or problem at this stage, either party may proceed to mediation.

Step 3 – Mediation

The Department of Labour provides a mediation service that assists in resolving personal grievances and other employment relationship problems. If the problem proceeds to mediation, there are a number of possible outcomes:

- a. You and the Bank reach an agreement or settlement with the assistance of the mediator.
- b. You and the Bank agree to give the mediator power to make a decision. The decision would be final and binding on both you and the Bank.
- c. You and the Bank cannot agree, and one or both parties are not prepared to give the mediator power to make a final and binding decision. In this situation, either party can escalate the personal grievance or problem to the Employment Relations Authority.

Step 4 – Refer the problem to the Employment Relations Authority

If a grievance or problem cannot be resolved, it can be referred to the Employment Relations Authority.

A member of the authority will investigate the case and make a decision about it. There is no formal process as to how the member will make the decision, and the decision is final and binding. It can be appealed to the Employment Court in certain circumstances.

If you consider you are being unlawfully discriminated against or if you are being sexually or racially harassed and you do not want to raise the matter with the Bank directly, you can ring the Human Rights Commission on 0800 496 877 or the Race Relations Office. They can assist you with free, confidential advice. They also provide mediation and investigation services free of charge.

8

STANDBY AND CALLOUT PROVISIONS

8.1 STANDBY AND CALLOUT PROVISIONS

1. The provisions of this clause shall apply to employees who volunteer to standby for after hours callout purposes and are requested to do so by the Bank.
2. An employee required to standby at their home for emergency calls shall be paid standby allowances as follows:

	\$ PER DAY
Monday to Friday inclusive	25.00
Saturdays, Sundays and statutory or proclaimed holidays	40.00

3. Callout payment

- a. For the purpose of this clause, a callout shall be deemed to have commenced from the time of departure from home.
- b. Where an employee is actually called out, payment shall be made as follows:
 - i. For a minimum of two hours at time and a half, Monday to Friday between 7.00am and 11.00pm.
 - ii. For a minimum of three hours at double time, 11.00pm to 7.00am, seven days a week.
 - iii. For a minimum of two hours at double time on Saturdays between 7.00am and 11.00pm.
 - iv. For a minimum of three hours at double time on Sundays and public holidays as listed in clause 5.2. Where an employee is required to attend work on a call-out, or is called out but is able to resolve the matter from home, on a public holiday that would otherwise be a normal working day, they will also be granted an alternative holiday on pay to be taken at a mutually convenient time.
- c. Where a servicing situation arises during week days and the rostered employee is still at work after the completion of their ordinary hours the employee is not eligible for a callout payment but normal overtime provisions as contained in clause 2.2 of this Collective Agreement will apply.
- d. Where an employee is called out but is able to resolve the matter without leaving home, actual time spent resolving the matter will be paid as overtime except that a minimum payment at the appropriate overtime rate will apply as follows:
 - i. Telephone fix: half an hour
 - ii. Authorised remote access fix: 1.5 hours.
- e. i. For Monday to Friday before 11.00pm and on Saturdays between 7.00am and 11.00pm more than one callout completed during two consecutive hours shall be deemed to be one callout.
 - ii. For all nights between 11.00pm and 7.00am and on Sundays and statutory or proclaimed holidays, more than one callout completed during three consecutive hours following the first callout shall be deemed to be one callout.
- f. An employee who receives a callout payment shall not be eligible for a meal money payment.

4. Standby communication

- a. Employees rostered to be on duty will be required to remain within direct telephone contact of the Bank and/or EDS during rostered hours.
- b. Where practicable and at the Bank's option, employees will be provided with a paging unit to allow a greater degree of flexibility while on standby.
- c. Where continuous or regular standby is required, roster patterns shall be established with the employees directly affected. An employee rostered on standby who wishes to be temporarily released from the roster will be responsible for arranging a temporary replacement acceptable to management.
- d. Four weeks' notice shall be given by the Bank or the employee as the case may be, of any intention to cease to operate, or participate in, a standby roster.

5. Transport

Where a callout payment is made in accordance with sub-clause (3)(b) of this clause, the Bank shall convey that employee, at the Bank's expense, to and from the employee's place of residence; or the employee may use their motor vehicle and be paid an allowance in accordance with clause 4.7 of this Collective Agreement.

9 UNION MATTERS

The Bank recognises that Finsec and the Union Council have an important role to represent and advocate on behalf of its members. The Bank desires to work with Finsec in a constructive fashion to address matters of mutual interest. Where issues arise the parties will work together, in a manner consistent with the requirements of good faith, to try to resolve such issues in a way that maintains and enhances productive employment relations.

9.1 UNION RIGHT OF ACCESS

1. Subject to sub-clauses (2) and (3) of this clause, an authorised representative of Finsec shall, subject to the consent of the Bank, be entitled to enter the premises of the Bank and to interview an employee provided that this does not interfere with the operation of the workplace. The consent of the Bank to such access shall not be unreasonably withheld.
2. An authorised representative of Finsec shall provide to the manager of the workplace reasonable notice of any routine visit.
3. Where access to a work area is restricted for security or safety purposes, the authorised representative of an employee shall not be entitled to enter that restricted area. In such circumstances, the Bank shall make available a non-restricted area in the premises for the purpose of interviewing the employee.

9.2 UNION SUBSCRIPTION DEDUCTIONS

1. Subject to the written request of the employee, the Bank shall deduct from salary the sum of the subscription to Finsec.
2. Deductions shall commence from the first pay the employee receives after the employee's written consent has been received by the Bank, except that where such a request has been received after the cut-off date for payroll maintenance for that pay then the request shall be actioned in the next following payroll.

3. Where any such request for deduction necessitates a modification to the Bank's payroll system such modification and any ongoing additional cost shall be at the expense of Finsec.

NB: This clause is effective from the date of the integration of the Bank's two payroll systems for those who are paid through the National Bank payroll.

9.3 UNION MEETINGS

Subject to the Bank's consent, which shall not be unreasonably withheld, employees who are covered by this Collective Agreement shall be entitled to attend up to two paid Union meetings per calendar year subject to the following conditions:

1. Only members of Finsec shall be allowed time off to attend such a meeting.
2. Paid absence from work to attend any such meeting shall not exceed two hours.
3. The meetings shall not be held on bank premises except with the consent of the Bank.
4. At least 14 days' notice of intention to hold such a meeting shall be given by Finsec to the Bank.
5. In the case of all such meetings, the Bank shall be entitled to require that sufficient staff remain at work to ensure that the operation of the workplace is not impeded.
6. Payment for absence under this clause shall be subject to the production of satisfactory evidence of attendance at the union meeting by the employee.
7. The entitlements provided in clause 9.3 are inclusive of, and not in addition to, the entitlement provided under section 26 of the Employment Relations Act 2000.

9.4 ELECTED OFFICE REPRESENTATIVES

1. Members of Finsec in all Bank worksites shall be allowed to meet once annually to elect an office representative. The timing of the meeting shall be agreed with management and shall not last more than half an hour.
2. Elected Finsec union councillors/delegates shall be allowed reasonable time during working hours to fulfil their responsibilities provided such functions do not interfere with the performance of their normal duties. Their functions will include:

- a. Consulting with staff on work related issues
- b. Disseminating material to members of Finsec
- c. Holding meetings with Finsec members (including pre-negotiation and ratification meetings) at times agreed with management.
- d. Discussions and/or meetings with other Finsec officials/representatives
- e. Attending disciplinary meetings of other union members, either with or without Finsec officials or representatives

SIGNING OF AGREEMENT

For and on behalf of the Bank

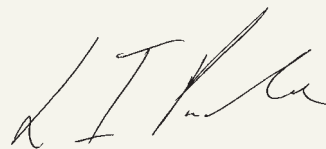


André Lubbe

Manager Workplace Relations

November 2007

For and on behalf of Finsec



Bella Pardoe

National Organiser

November 2007

APPENDICES

APPENDIX A: RETIRING LEAVE – POSTBANK EMPLOYEES ONLY

1. The provisions of this clause shall apply to employees of Post Office Bank Limited recruited prior to 1 March 1992 and with current continuous service only. For the purposes of this clause, PostBank service shall include

continuous New Zealand Government Department service up to 31 March 1987.

2. Retiring leave shall be granted in accordance with the following scale to employees whose retirement has been approved:

SERVICE	MONTHS					
	0	2	4	6	8	10
YEARS	NUMBER OF WORKING DAYS					
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65					
25	65	66	66	67	68	69
26	69	70	71	72	72	73
27	74	74	75	76	77	77
28	78	79	79	80	81	82
29	82	83	84	84	85	86
30	87	87	88	89	89	90
31	91	92	92	93	94	94
32	95	96	97	97	98	99
33	99	100	101	102	102	103
34	104	104	105	106	107	107
35	108	109	109	110	111	112
36	112	113	114	114	115	116
37	117	117	118	119	119	120
38	121	122	122	123	124	124
39	125	126	127	127	128	129
40	130					

3. An employee may accept a lump sum gratuity equivalent to and in lieu of retiring leave to which they are eligible.
4. An employee may be granted anticipated retiring leave after 20 or more years' service up to the maximum to which they would be entitled if they were to retire at the time the leave is taken, provided reasonable notice of intention to avail of the anticipated retiring leave is given.
5. A cash grant equivalent to retiring leave on death, less any retiring leave taken as anticipated retiring leave, shall be paid to the spouse, dependent children or estate of the deceased employee.
6. For the purposes of calculating retiring leave, any continuous period of leave excluding sick leave or service with the armed forces will not be counted as service with PostBank.
7. Retiring leave is additional to annual leave but an employee is not entitled to both retiring leave and resigning leave.
8. Where an employee is entitled to retiring leave and the Bank provides a benefit to the employee on retiring which is not less favourable than the provisions of this clause, the employee shall have no entitlement to retiring leave under this clause. Further, an employee who forfeits retiring leave under this provision shall not be entitled to claim resigning leave in addition to the benefit provided by the Bank.
9. The Bank may set-off against and deduct from any allowance paid to an employee at termination of employment any emoluments paid to the employee in respect of any entitlement under this clause.

**APPENDIX B: RESIGNING LEAVE
– POSTBANK EMPLOYEES ONLY**

1. The provisions of this clause shall apply to employees of Post Office Bank Limited recruited prior to 1 March 1992 and with current continuous service only. For the purposes of this clause, PostBank service shall include continuous New Zealand Government Department service up to 31 March 1987.
2. Resigning leave may be granted to employees who resign after completion of 20 or more years' PostBank service.
3. Resigning leave is to be calculated on the following basis:

SERVICE	SCALE OF LEAVE
Completion of 20 years' service	30 working days plus one day for every additional six months of completed service.

4. For the purposes of calculating an employee's entitlement for resigning leave, any period of leave exceeding three months excluding sick leave or service with the armed forces will not be counted as service with PostBank.
5. Resigning leave is additional to annual leave but an employee shall not be entitled to resigning leave and retiring leave.
6. Where an employee is entitled to resigning leave and the Bank provides a benefit to the employee on resignation which is not less favourable than the provisions of this clause, the employee shall have no entitlement to resigning leave under this clause. Further, an employee who forfeits resigning leave under this provision shall not be entitled to claim retiring leave in addition to the benefit provided by the Bank.
7. The Bank may set-off against and deduct from any allowance paid to an employee at termination of employment any emoluments paid to the employee in respect of any entitlement under this clause.

APPENDIX C: POST OFFICE WELFARE TRUST – POSTBANK EMPLOYEES ONLY

Where a PostBank employee is a member of the Post Office Welfare Trust the Bank will contribute to the trust an amount agreed between the Trust and the Bank in respect of that employee which shall become part of that employee's contribution to the Trust.

APPENDIX D: DIRECT BANKING

1. Hours of work

- a. A full time employee's ordinary hours of work will not exceed 37.5 per week ('week' means a period commencing Monday and ending the following Sunday) or 7.5 per day, exclusive of meal times, to be worked on five days of the week.
- b. Times of starting and finishing work and the days or part days to be worked will be agreed between the Bank and the employee. The Bank will ensure that, as part of the employee's ordinary week, unless otherwise agreed (or in the case of emergency) the employee has two consecutive days rostered off.
- c. Meal breaks
 - An employee who works more than five hours a day is entitled to a meal break of one hour. This period may be reduced by agreement between the employee and the Bank.
 - Breaks will usually be rostered by the Bank, provided that where the employee's work schedule spans the period from noon to 2.00pm, the employee may take the meal break within that period if he/she has already worked three continuous hours.
- d. Every employee will be entitled to a tea break of ten minutes duration as follows:
 - Where rostered for five hours or longer - two paid breaks of ten minutes each
 - Where rostered for less than five hours - one paid break of ten minutes
 - Tea breaks may be rostered as required by the Bank.
 - The Bank will provide tea, coffee, milk and sugar.

2. Meal money

If an employee is required to work more than one hour overtime after 5:30pm on any day the employee shall be allowed a meal money payment at the rate specified in clause 4.2.

3. Transport

Other than during daylight hours, where an employee is required to start or cease work at a time when public or other suitable transport is not available the Bank shall convey the employee to or from the employee's place of residence.

4. Overtime and penal rates

- a. Time worked in excess of 7.5 hours per day will be paid at the rate of T1.5 or on the instigation of staff, and subject to agreement, the employee may be granted time in lieu on the basis of one hour for each hour worked. For the purpose of clarity, where such an arrangement has been agreed subclauses (2) and (3) of this appendix do not apply and any additional hours worked outside of standard hours do not attract the allowance in (4)(d) below.

Time worked on a sixth and/or seventh day of the week by an employee who normally works five days per week shall be overtime and paid at time two (T2) with a minimum payment of four hours. For the avoidance of doubt, this clause will not apply in circumstances where the decision to work is at the employee's initiative.
- b. Where overtime is calculated on a daily basis overtime hours worked are not counted for the purpose of calculating overtime for hours worked in excess of 37.5 hours in a week.
- c. A part-time employee shall not receive any overtime payment until such time as they work in excess of five days in any seven day period from Monday to Sunday, or 37.5 hours a week in a five day week, or 7.5 hours on a day where that employee normally works less than 7.5 hours.
- d. Where an employee's ordinary hours of work fall between 7:00pm to 7:00am Monday to Friday, or at any time on Saturday or Sunday (i.e. after 7.00pm Friday up to 7.00am Monday) a penal time allowance of 15 per cent of their hourly rate shall be paid for each hour worked during this period.
- e. Payment of the allowance in (4)(d) above shall not be made for hours worked which are paid for at overtime rates, nor shall the allowance be counted as part of remuneration for the purposes of calculating overtime rates.

- f. The Bank is not required to pay overtime or penal time to an employee who works in excess of their normal hours on any day to make up time not worked on any other day or days.
- g. Where an employee requests a change to their normal hours of work so they may work varied daily hours up to a maximum of 37.5 hours per week, and the Bank agrees to such a request, no additional penal time payments will apply and overtime will only be paid for hours worked in excess of 37.5 hours in a week.

Exceptions

- A. Clause 4.7 (Mileage allowance) has no application to employees engaged under this clause.
- B. Clause 5.2 (Public Holidays) shall apply subject to the employees not being required by the Bank to work on any public holiday that is not one of their normal working days.

APPENDIX E: BANKING OPERATIONS, CUSTOMER AND TRANSACTION SERVICES CENTRE AND LENDING SERVICES CENTRE

1. Hours of work

- a. The ordinary hours of work for full time employees engaged to work in Banking Operations, Customer and Transaction Services Centre, or Lending Services Centre shall not exceed 37.5 per week ('week' meaning a period commencing Monday and ending the following Sunday) or 7.5 per day, exclusive of meal times, between 7.00am and 11.00pm, to be worked on five days of the week subject to the conditions set out in this clause.
- b. Employees working at either the National Bank Account Services or Lending Services Centre on 1 October 1997 whose hours of work at that date fit within the core hours of 7.00am to 7.00pm will not be required to work outside the core hours unless they volunteer to do so.
- c. Rostered duty may be scheduled as required by the Bank.
- d. Hours of work shall be fixed by roster and except in the case of emergency shall not be varied without the agreement of the employee. Unless mutually agreed to the contrary between the Bank and the employee or except in the case of an emergency, rostered days off shall be arranged to

fall consecutively.

e. Meal breaks

- An employee who works more than five hours a day is entitled to a meal break of one hour. This period may be reduced by agreement between the employee and the Bank.
- Breaks will usually be rostered by the Bank, provided that where the employee's work schedule spans the period from noon to 2.00pm, the employee may take the meal break within that period if he/she has already worked three continuous hours.

f. Every employee will be entitled to a paid tea break of ten minutes duration as follows:

- Where rostered for five hours or longer - two paid breaks of ten minutes each
- Where rostered for less than five hours - one paid break of ten minutes
- Tea breaks may be rostered as required by the Bank.
- The Bank will provide tea, coffee, milk and sugar.

2. Meal money

Where an employee is required to work more than one hour's overtime after 7.5 hours worked on any day the employee shall be allowed a meal money payment at the rate set out in clause 4.2.

3. Overtime and penal rates

Overtime

- a. Time worked in excess of 7.5 hours per day during the employee's normal working week of up to five days shall be paid at the rate of time and a half (T1.5). Time worked on a sixth and/or seventh day shall be paid at T2. For the avoidance of doubt, this clause will not apply in circumstances where the decision to work is at the employee's initiative.
- b. Where an employee is required to work overtime on a Saturday or Sunday for more than five hours, exclusive of meal times, in lieu of payment as above and at the option of the employee concerned, he/she may take an additional day off on pay to be separately allowed by mutual agreement.

- c. Any hours worked that are paid as overtime will not be counted as penal time and vice versa. Payment of the penal allowance in 3(i) shall not be made for hours worked which are paid for at overtime rates, nor shall the allowance be counted as part of remuneration for the purposes of calculating overtime rates.
 - d. Where overtime is calculated on a daily basis overtime hours worked are not counted for the purpose of calculating overtime for hours worked in excess of 37.5 hours in a week.
 - e. A part-time employee shall not receive any overtime payment until such time as they work in excess of five days in any seven day period from Monday to Sunday, or 37.5 hours a week in a five day week, or 7.5 hours on a day where that employee normally works less than 7.5 hours.
 - f. The Bank is not required to pay overtime or penal time to an employee who works in excess of their normal hours on any day to make up time not worked on any other day or days.
 - g. Unless mutually agreed to the contrary between the Bank and the employee, broken periods of time off during the day shall not be allowed in lieu of payment for overtime.
 - h. Where an employee requests a change to their normal hours of work so they may work varied daily hours up to a maximum of 37.5 hours per week, and the Bank agrees to such a request, no additional penal time payments will apply and overtime will only be paid for hours worked in excess of 37.5 hours in a week.
 - j. Employees shall be entitled to a penal time payment, in addition to their normal pay, at the rate of T0.5 for hours worked outside the ordinary clock hours of 7.00am and 11pm on their normal five working days and at the rate of T1 for any hours worked on a sixth or seventh day of the week
 - k. Where, an employee, who was employed in the CTSC as at 31 March 2005, is required to work on Saturday or Sunday as part of his/her ordinary working hours he/she shall be paid, in addition to his/her ordinary wages, an extra payment in respect of time worked on Saturday or Sunday at the rate of ordinary time.
4. Transport
- a. When an employee is required to cease work between the hours of 11.00pm and 6.00am or is required to start or cease work on a Saturday, Sunday or public holiday:
 - i. The Bank shall, at the Bank's expense, convey the employee to or from the employee's place of residence; or
 - ii. The employee may use his/her own motor vehicle and be paid an allowance to or from his/her place of residence in accordance with the rates provided in clause 4.7 of this Agreement.
 - b. When an employee is required to start and cease work on a Saturday, Sunday or public holiday, the provisions of paragraph (i) of this subclause shall apply both to and from the employee's place of residence.
 - c. The provisions of this subclause shall apply to any journey within a 33 kilometre radius from the appropriate centre in the Auckland and Wellington metropolitan areas and any journey within a 16.5 kilometre radius from the centre in other areas provided that the journey is undertaken by the most direct route.

Penal Time

- i. Employees who are engaged to work their ordinary 7.5 hours per day at a time where their rostered duty ends between 7.00pm and 11.00pm shall be paid a daily allowance of 13 per cent of the daily amount of their annual salary for each day on which they work that rostered duty. Employees who work less than 7.5 hours per day shall be paid an allowance of 13 per cent on their hourly rate for each day they work a rostered duty that ends between 7.00pm and 11.00pm.

5. Annual leave

An employee who has been employed on rostered duty which regularly ends between 7.00pm and 11.00pm, for a continuous period of at least 12 months, shall be entitled to one week of annual leave for that year and each subsequent year of such rostered work in addition to their entitlement under clause 5.1 of this agreement. An employee who has been employed on rostered duty which regularly ends between 7.00pm and 11.00pm, for a continuous period of not less than three months but less than 12 months, shall be entitled to a corresponding proportion of the additional one week of leave in advance of the entitlement above.

Exceptions

- I. Clause 5.2 (Public holidays) shall apply subject to the employee not being required by the Bank to work on any public holiday that is not one of their normal working days.
- II. This appendix does not apply to roles that were formerly part of the National Bank Cards Centre. These are roles in Card Operations in the Card Support, Collections, Card Production, Settlement/Control and Fraud areas.

APPENDIX F: CONSULTANTS AT NATIONAL BANK FACE TO FACE SITES INCLUDING BOTANY DOWNS AND MANUKAU CITY MALLS

1. This clause shall apply to staff employed as Sales Consultants or Banking Consultants and their Team Leaders at Face to Face banking outlets which operate seven days per week in sites such as shopping malls including the Botany Downs and Manukau City Malls ('the sites').
2. The ordinary hours of work for these staff are based on 150 hours over each four-week period, and weekly hours are rostered to ensure that at least two (2) staff members are engaged at the sites during the required operating hours. Staff must work an equal share of the opening hours during the weekends, on public holidays and on late nights, on the basis that consideration for this is included in their salary and enhanced incentive scheme. The roster and any subsequent variation shall be set following full consultation with staff. Unless mutually agreed between the Bank and the employee, or except in the case of an emergency, each employee will be rostered off every second weekend.

The roster shall include provision for unpaid meal breaks as necessary. Tea breaks may be rostered as required by the Bank:

At the end of each quarter (i.e. at 31 March, 30 June, 30 September and 31 December) an employee may elect to receive a monetary payment at the rate of time and a half (T1.5) for any time off in lieu owing to them over and above ten hours in that quarter. This option may be exercised at any time in the month immediately following the end of each quarter.

3. In addition to salary, employees are eligible to participate in the 'bonus incentive' scheme. Payments awarded arising from the 'bonus incentive' scheme shall be paid at such times as set out in the scheme. This scheme is subject to ongoing review and may be amended from time to time at the sole discretion of the Bank. Details are advised separately.

The above statement is not a contractual clause but is a policy statement about the existence of the bonus incentive scheme and is mentioned here for reference purposes only.

4. Subject to employees not being required to work on a public holiday, the following shall be recognised holidays:
 - New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and the Anniversary Day of the province.

If the employee works on one of these days they will be entitled to an additional payment of T0.5 of their hourly rate for each hour worked on the public holiday and an alternative holiday on another working day.

Where a full time employee has a rostered day off falling on a public holiday (other than Waitangi Day or Anzac Day) that employee will receive a consequential rostered day off which is to be scheduled within the same roster cycle. Such consequential days off may not be carried forward into a new roster cycle period.

5. The employee shall be entitled to four weeks' annual leave in accordance with the Holidays Act 2003 and its amendments. For the purpose of this clause, period of service shall not include any periods of absence on leave without pay. The employee agrees in each year to take at least two uninterrupted weeks of that annual leave entitlement. Public holidays may be included in the two-week period. The Bank's preference is for staff to take their leave entitlement. However, up until 1 April 2007, an employee may elect to be paid in lieu of taking the fourth week of annual leave provided they have taken two consecutive weeks leave during the leave year.

In addition to the above, employees (other than those governed by clause 1.13 Casuals) who were employed prior to 1 April 2002 or who have five or more years of service and who are bound by the provisions of this Agreement shall be entitled to three days' additional annual leave in each subsequent year of service.

The time at which annual holidays and alternative holidays for having worked a public holiday shall be taken are subject to consultation and agreement between the employee and the Bank provided that following such consultation the employee's Manager may fix the time for taking holidays by notice in writing if in his/her opinion it is either in the interests of the Bank's operational requirements to do so, or the employee's accumulated leave entitlement has become excessive. Where the manager fixes the time for an employee to take leave, a minimum of four weeks' notice of when the leave is to be taken shall be given.

6. Exceptions

The following clauses have no application to staff engaged under this clause:

- Clauses 2.1 (Hours of work), 4.2 (Meal money), 2.2 (Overtime), 5.2 (Public holidays), 5.1 (Annual leave).

APPENDIX G: SHIFTWORK – EIGHT-HOUR ARRANGEMENT

1. General

- a. This clause shall apply to employees who are rostered by the Bank on a rotating eight-hour shiftwork arrangement but shall not apply to employees engaged under the provisions of Appendix H of this Agreement.
- b. The provisions of this clause shall not apply to employees engaged under the provisions of clause 2.1 of this Agreement even where such employees may be engaged in a shift work area.
- c. From the commencement date of this Agreement any change to an employee's current hours of work as a result of the introduction of any new shiftwork arrangement shall be pursuant to clause 1.5 (variations) of this Agreement.

2. Definitions

For the purpose of this clause:

'Shiftwork' shall mean all regular and continuing periods of rostered duty.

'Roster' shall mean a schedule of duty times showing in advance the days of the week and/or shifts when an employee is due to work and be off work respectively, and 'rostered' has a corresponding meaning.

'Day shift' shall mean the shift where the major portion of the working hours falls between 8.00am and 4.00pm.

'Twilight shift' shall mean the shift where the major portion of the working hours falls between 4.00pm and midnight.

'Midnight shift' shall mean the shift where the major portion of the working hours falls between midnight and 8.00am.

'Statutory holiday' shall mean those holidays listed in clause 5.2 of this Collective Agreement, observed in the locality in which the centre is located.

3. Hours of work

Shifts may be scheduled as required by the Bank. The ordinary hours of an employee engaged on shiftwork shall not exceed eight per shift or 40 per week.

A paid meal break of not less than half an hour shall be allowed within each shift after not more than five hours' continuous work unless the employee would cease duty within such period of 30 minutes.

The ordinary hours of work shall be fixed by roster and shall not be varied more often than once in any five-day shift period except in the case of emergency. Shift rosters shall be posted in a position accessible to all staff at least 14 days clear of the commencement date of the shift.

Unless mutually agreed to the contrary between the Bank and the employee or except in the case of an emergency, rostered days off shall be arranged to fall consecutively.

Every employee shall be entitled to two tea breaks each of ten minutes' duration within each shift with the cost of milk, sugar, tea or coffee being borne by the Bank. Tea breaks may be rostered as required by the Bank.

4. Meal money

An employee engaged on shiftwork who is required to work in excess of one hour's overtime following a shift shall be allowed meal money at the rates provided in clause 4.2 of this Collective Agreement.

5. Shift allowances

- a. Allowances for working rostered shifts shall be paid on the following basis:

SERVICE	ALLOWANCE AS A PERCENTAGE OF THE DAILY AMOUNT OF ANNUAL SALARY
Day shift	5 per cent
Twilight shift	13 per cent
Midnight shift	20 per cent

Provided that the day shift allowance be paid only when the day shift forms part of a regular and continuous cycle of rotating shiftwork.

An employee who is employed on a regular, continuous and evenly rotating three-shift roster shall be paid an allowance for each shift worked of 20 per cent of the daily amount of annual salary.

Where, because of a requirement of the Bank, or by mutual arrangement with the Bank, the three-shift roster temporarily ceases to rotate evenly the employee's entitlement to the allowance specified in this paragraph shall not be reduced.

- b. Where the continuous working hours of any rostered shift fall equally between a day and/or twilight and/or midnight shift, shift allowance shall be payable at the higher of the two-shift allowance rates.

6. Standby allowances

- a. i. An employee required to standby at his/her home for emergency calls shall be paid standby allowances as follows:

SERVICE	\$ PER DAY
Monday to Friday inclusive	25.00
Saturdays, Sundays, and statutory or proclaimed holidays	40.00

- ii. Where an employee on standby is actually called out, payment shall be made as follows:

- A. For a minimum of two hours at time and a half, Monday to Friday before 11.00pm.
 B. For a minimum of three hours at double time, 11.00pm to 7.00am, seven days a week.
 C. For a minimum of two hours at double time on Saturdays between 7.00am and 11.00pm.
 D. For a minimum of three hours at double time on Sundays and statutory or proclaimed holidays between 7.00am and 11.00pm.

For these calculations, hourly rates shall be exclusive of shift allowances.

- b. i. For Monday to Friday before 11.00pm and on Saturdays between 7.00am and 11.00pm more than one callout completed during two consecutive hours following the commencement of the first callout shall be deemed to be one callout.
 ii. For all nights between 11.00pm and 7.00am and on Sundays and statutory or proclaimed holidays, more than one callout completed during three consecutive hours following the commencement of the first callout shall be deemed to be one callout.
 iii. In any case where the Bank requires an employee to return to work for a staff meeting, payment shall be made for a minimum of one hour at the rate of time and a half for the first three hours and thereafter at double time on any day Monday to Friday, or at the rate of double time on Saturday, Sunday or statutory or proclaimed holidays.

- c. i. Where a callout is received while the employee is already at work or is still at work on a normal working day, a callout payment shall not apply. Normal overtime shall be paid in accordance with the overtime provisions of this clause.
 - ii. Where an employee is called out but is able to resolve the matter without leaving home, actual time spent resolving the matter will be paid as overtime except that a minimum payment at the appropriate overtime rate will apply as follows:
 - A. Telephone fix: half an hour
 - B. Authorised remote access fix: 1.5 hours.
7. Overtime and penal rates
- a. Except as otherwise provided time worked in excess of ordinary shift hours prescribed in subclause (3) of this clause or time worked on any rostered day off shall be deemed to be overtime and shall be paid at the rate of time and a half.
 - b. Where an employee is required to work a shift on Saturday or Sunday as part of their ordinary working hours they shall be paid, in addition to their ordinary wages, an extra payment in respect of time worked on Saturday or Sunday at the rate of ordinary time.
 - c. Where an employee is required to work a shift on any public holiday as part of their ordinary working hours they shall be paid, in addition to their ordinary wages, an extra payment in respect of time worked on such day at the rate of ordinary time (T1), and shall be allowed a separate day off at ordinary rate in lieu of the holiday.
 - d. Where an employee is required to work on a Saturday, Sunday or statutory or proclaimed holiday outside of their ordinary working hours, they shall be paid for time worked at the rate of time and a half, provided that where such employee works for more than five hours exclusive of meal times, in lieu of payment as above and at the option of the employee concerned, they may be paid at the rate of ordinary time with an additional day off on pay to be separately allowed by mutual agreement.
 - e. i. An employee who is required to work overtime on a public holiday which falls on a day which would otherwise be a normal working day for that employee, shall be paid at the rate of ordinary time (T1) for any hours worked on that day, in addition to payment at ordinary rate for the day, and shall be allowed a separate day off at ordinary rate in lieu of the holiday.
 - ii. Notwithstanding the provisions of subparagraph (i) of this clause, overtime worked on a public holiday shall be paid at the rate of time and a half (T1.5) for any hours worked in excess of eight hours on that day.
 - iii. An employee who is required to work overtime on a public holiday which falls on a day which would not otherwise be a normal working day for that employee shall not be entitled to a separate day off in lieu of the holiday but shall be paid at the rate of time and a half (T1.5) for all hours worked on that day.
 - f. Broken periods of time off shall not be allowed in lieu of payment for overtime.
 - g. Shift allowances shall not apply for the purposes of overtime.
 - h. An employee not entitled to overtime under clause 2.2(1) of this Collective Agreement (Overtime) in respect of duties other than on shiftwork shall not be entitled to overtime under this sub-clause.
8. Transport
- a. When an employee is required to start or cease work between the hours of 11.00pm and 6.00am or is required to work on a Saturday, Sunday, statutory or proclaimed holiday:
 - i. The Bank shall, at the Bank's expense, convey the employee to or from the employee's place of residence; or
 - ii. The employee may use their own motor vehicle and be paid an allowance to or from their place of residence in accordance with the rates provided in clause 4.7 of this Collective Agreement.

- b. When an employee is required to start and cease work between the hours of 11.00pm and 6.00am or is required to start and cease work on a Saturday, Sunday, statutory or proclaimed holiday, the provisions of paragraph (a) of this subclause shall apply both to and from the employee's place of residence.
- c. The provisions of this subclause shall apply to any journey within a 35 kilometre radius from the appropriate centre in the Auckland and Wellington metropolitan areas and any journey within a 16.5 kilometre radius from the centre in other areas provided that the journey is undertaken by the most direct route.

9. Annual holidays

- a. An employee who has been employed on a regular, continuous and evenly rotating shift roster, or a twilight or a midnight shift, for a continuous period of at least 12 months, shall be entitled to an additional week's annual leave for that year and each subsequent year of such shiftwork in addition to their entitlement under the provisions of clause 5.1 of this Collective Agreement.
- b. An employee who has been employed on a regular, continuous and evenly rotating shift roster, or a twilight or a midnight shift, for a continuous period of not less than three months but less than 12 months, shall be allowed a corresponding proportion of the additional one week's leave.
- c. Where because of a requirement of the Bank, or by mutual arrangement with the Bank, a three shift roster temporarily ceases to rotate evenly or an employee temporarily ceases shiftwork, the employee's entitlement to additional annual leave as prescribed by this sub-clause shall not be reduced, provided that nothing in the foregoing shall reduce the Bank's right to schedule shifts as prescribed in subclause (3) of this clause.

10. Salary entitlements on leave

All employees who have been employed subject to the provisions of this Collective Agreement for a continuous period of not less than three months shall be paid for each day's leave or holiday entitlement at the rate of not less than 10 per cent of basic fortnightly salary plus shift allowance, averaged over the two pay periods immediately preceding the leave.

11. Exceptions

Clause 2.1 (Hours of Work); clause 2.2 (Overtime); clause 8 (Standby and Callout Provisions) and clause 4.2 (Meal Money, except where it is directly referred to under Appendix G) shall have no application to employees engaged on shiftwork and to whom this clause applies.

APPENDIX H: SHIFTWORK: 8/12-HOUR ARRANGEMENT

1. General

- a. This clause shall apply only to employees who are rostered by the Bank on a rotating seven-day 8/12-hour shiftwork arrangement, but shall not apply to employees engaged under the provisions of Appendix G of this Agreement.
- b. The provisions of this clause shall not apply to employees engaged under the provisions of clause 2.1 of this Agreement even where such employees may be engaged in a shift work area.
- c. From the commencement date of this Agreement any change to an employee's current hours of work as a result of the introduction of any new shiftwork arrangement shall be pursuant to clause 1.5 (variations) of this Collective Agreement.

2. Definitions

For the purposes of this clause:

'Shift work' shall mean all regular and continuing periods of rostered duty.

'Roster' shall mean a schedule of duty time showing in advance the days of the week and/or shifts when an employee is due to work and to be off work respectively and 'rostered' has a corresponding meaning.

This roster shall be posted 28 days in advance and shall not be varied except in the case of emergency or by agreement with those staff affected.

'Morning shift' shall mean a shift where the major portion of working hours fall between 7.00am and 3.00pm.

'Afternoon shift' shall mean a shift where the major portion of working hours falls between 3.00pm and 11.00pm.

'Night shift' shall mean a shift where the major portion of working hours falls between 11.00pm and 7.00am.

'Weekend day shift' shall mean a Saturday or Sunday shift where the major portion of working hours falls between 7.00am and 7.00pm.

'Weekend night shift' shall mean a Saturday or Sunday shift where the major portion of working hours falls between 7.00pm and 7.00am.

3. Hours of work

Shifts may be scheduled as required by the Bank however the appropriate level of the employee's organisation shall be consulted for any intended changes to the roster pattern.

The ordinary hours of work shall not exceed:

- Eight per 'morning', 'afternoon' or 'night' shift.
 - 12 per 'weekend day' or 'weekend night' shift.
 - 40 per week for people working on a five-day roster.
 - 36 per week when averaged over the period covered by the shift roster for people working on a seven-day roster.
- a. A paid meal break of not more than half an hour shall be allowed within each shift after not more than five hours' continuous work.
 - b. In addition every employee shall be entitled to two 10-minute tea breaks. Tea breaks may be rostered as required by the Bank.
 - c. Within each 'Weekend day' and 'Weekend night' shift a second paid meal break of not more than half an hour shall be allowed after not more than five hours' continuous work following the first meal break.
 - d. Meal breaks may be rostered as required by the Bank.
 - e.
 - i. Employees rostered on a 12-hour weekend shift shall receive one meal money payment at the rate specified in clause 4.2 of this Collective Agreement for each 12-hour weekend shift worked.
 - ii. Employees rostered on eight-hour weekday shifts shall receive one meal money payment at the rate specified in clause 4.2 of this Collective Agreement where more than one hour's overtime is worked.

The provisions of clause 2.1 (Hours of work) of this Collective Agreement shall not apply in respect of shift workers.

4. Shift allowances

- a. Allowances for working rostered shifts shall be paid on the following basis:

SERVICE	ALLOWANCE AS A PERCENTAGE OF THE DAILY AMOUNT OF ANNUAL SALARY
'Morning' shift	5 per cent
'Afternoon' shift	13 per cent
'Night' shift	20 per cent

A morning or afternoon shift allowance shall be paid only for a shift which falls partly outside of the hours of 7.00am to 6.00pm.

- b. Notwithstanding the provisions of paragraph (a) of this sub-clause, an employee who is employed on a regular, continuous and evenly rotating three-shift cycle shall be paid a fortnightly shift allowance of 18 per cent of fortnightly salary.
- c. The shift allowance for alternating shift employees or the fortnightly shift allowance for rotating three-shift employees will continue to be paid for all periods of annual and paid sick leave and for periods of up to two consecutive weeks for any other paid leave.

5. Penal time

- a. Subject to the provisions of sub-clause (9) of this clause where an employee is required to work a shift during any weekend as part of their ordinary working hours they shall be paid, in addition to their ordinary wages, an extra payment in respect of time worked on such a day at the rate of ordinary time (T1) additional.
- b. Where an employee is required to work a shift on any public holiday as part of their ordinary working hours they shall be paid, in addition to their ordinary wages, an extra payment in respect of time worked on such a day at the rate of ordinary time (T1) additional, and shall be allowed a separate day off at ordinary rate in lieu of the holiday.
- c. Penal payments under clause 2.1 of this Collective Agreement shall not apply in respect of shift workers.

6. Overtime

- a. Except as otherwise provided time worked in excess of ordinary shift hours on any one day, or time worked on any rostered day off, shall be deemed to be overtime and shall be paid at the rate of time and a half.
- b.
 - i. An employee who is required to work overtime on a public holiday which falls on a day which would otherwise be a normal working day for that employee, shall be paid at the rate of ordinary time (T1) for any hours worked on that day, in addition to payment at ordinary rate for the day, and shall be allowed a separate day off at ordinary rate in lieu of the holiday.
 - ii. Notwithstanding the provisions of subparagraph (i) of this paragraph, overtime worked on a public holiday shall be paid at the rate of time and a half (T1.5) for any hours worked in excess of eight hours on that day.
 - iii. An employee who is required to work overtime on a public holiday which falls on a day which would not otherwise be a normal working day for that employee shall not be entitled to a separate day off in lieu of the holiday but shall be paid at the rate of time and a half (T1.5) for all hours worked on that day.
- c. Time worked immediately following a Sunday 'weekend night' shift shall be paid at the rate of time and a half provided the full shift has been worked.
- d. Periods of time off shall not be allowed in lieu of payment for overtime.
- e. Shift allowances shall not apply for the purposes of overtime.
- f. Overtime for portions of hours shall be calculated as follows:
 - i. Over 15 minutes, but not exceeding 45 minutes shall count as half an hour;
 - ii. Over 45 minutes shall count as one hour;
 - iii. Any period of 15 minutes or less may be included in the computation for overtime in excess of 37.5 hours a week.
- g. Minimum overtime payments:
Sunday and statutory or proclaimed holidays - four hours.
- h. Extra duty not pre-arranged.

The following provisions shall apply when an employee is called on duty or is otherwise notified with less than 24 hours' notice to perform extra duty:

 - i. Extra duty not pre-arranged shall be paid for at the rate of time and a half (T1.5);
 - ii. When an employee is called from home, reasonable travelling time from home to job and return shall be counted as time worked.

Provided that when extra duty is performed immediately prior to commencement of a rostered shift, travelling time shall be counted as time worked from home to job but not for the return journey.
- i. Minimum payments for extra duty not pre-arranged:
 - i. First period of extra duty:
 - A. Monday to Saturday - three hours;
 - B. Sunday and statutory or proclaimed holiday - four hours.
 - ii. Subsequent period of extra duty:
 - A. Commencing between 10.00pm and 6.00am - two hour minimum;
 - B. Commencing at any other time - one hour minimum.
 - iii. Provided that when a subsequent period of extra duty commences within the period covered by an earlier minimum payment, payment for overtime purposes does not commence until the earlier minimum period expires.
 - iv. Minimum payments made for pre-arranged extra duty on a Saturday, a Sunday, or a statutory or proclaimed holiday are in addition to those applicable under this paragraph except that in assessing payments for overtime, regard is to be had to the principle set out in subparagraph (iii) of this paragraph.
 - v. These provisions do not apply to extra duty not pre-arranged which forms an extension to duty at either the beginning or the end of a rostered shift.
- j. An employee not entitled to overtime under clause 2.2(1) of this Collective Agreement (Overtime) in respect of duties other than on shiftwork shall not be entitled to overtime under this sub-clause.

7. Minimum break remuneration

- a. An employee who is required to perform a normal duty without having had a break off duty of at least nine consecutive hours since the last normal duty shall be paid minimum break remuneration for time worked during the normal duty which follows the break of less than nine hours. The payment, which is additional to salary, shall be made at a rate equal to half the employee's hourly rate of salary (T.5) until a total of 11 hours has been worked since the employee's last break off duty of at least nine hours and at the full hourly rate (T1) thereafter, except that payment at the full hourly rate shall be made for all such hours worked between the hours of 10.00pm and 6.00am.
- b. This provision shall not apply when the continuity of a nine-hour break is broken only by a single call out of one hour's duration or less.

8. Travelling time

- a. Employees who are required to travel from or to their normal place of work on bank business on a day other than a Sunday or statutory or proclaimed holiday and outside their normal hours of duty, shall be paid an amount equal to their normal salary rate (T1) for the time necessarily spent on such travelling between the hours of 6.00am and 10.00pm which when added to the hours of duty performed exceed a total of 7.5 hours for the day or 37.5 hours for the week. The maximum payment shall be 7.5 hours for any one day.
- b. Employees who proceed directly from home to some place other than their normal place of work and return, and who as a result exceed the normal time required for the journey from their home to their normal place of work and return shall be paid their normal rate of salary (T1) for such additional travel which, when added to the hours of duty performed, exceeds a total of 7.5 hours for the day or 37.5 hours for the week.
- c. Reimbursement of the cost of any additional fares will be made for the journey past the normal office and similarly for the homeward journey.

9. Weekend and statutory holiday hours

For the purposes of sub-clauses (5) and (6) of this clause (Penal time) and (Overtime), a weekend shall be deemed to commence at 6.00am on Saturday and conclude at 6.00am on Monday, and a statutory holiday shall be deemed to commence at 6.00am on that day, and conclude at 6.00am on the day following the statutory holiday.

10. Annual leave

- a. An employee who has been employed on a regular continuous rotating or alternating shift roster for a continuous period of 12 months shall be entitled to an additional week's leave for that year and each subsequent year of shift work in addition to their entitlement under Clause 5.1 of this Collective Agreement.
- b. An employee who has been employed on a regular continuous rotating or alternating shift roster for a continuous period of not less than three months but less than 12 months shall be allowed a corresponding proportion of the additional one week's leave.
- c. This additional one week of leave shall be reduced on a pro-rata basis by any weeks employed on shift work where the hours worked within that week fall wholly within the standard clock hours of 7.00am to 6.00pm.

11. Statutory holiday roster

Where a statutory or proclaimed holiday falls on, or is transferred to, a day other than a Saturday or Sunday, the roster may cease to operate for a 24-hour period commencing at 6.00am on such day and the following provision shall apply:

- a. Not less than 14 days' notice shall be given that these provisions shall apply.
- b. The Bank shall determine the number and level of employees to be rostered during the 24-hour period.
- c. The employees shall determine amongst themselves a roster which shall apply during the 24-hour period and shall advise the Bank not less than seven days' prior to the holiday the names of the employees and the period/s during which each of them has been rostered to work. First option of being rostered shall be given to those employees who, but for these provisions, would otherwise be rostered to work during the 24-hour period.

- d. Where the roster determined by the employees does not provide the number or grade of employees required by the Bank, the Bank shall roster further employees to make up the required number. Such further employees shall be rostered from those employees who, but for these provisions, would otherwise be rostered to work during the 24-hour period.
- e. If a statutory or proclaimed holiday occurs on an employee's normal rostered day off that employee shall be granted a day in lieu to be taken at a mutually acceptable time.

12. Transport assistance

- a. When an employee is required to start or cease work between the hours of 11.00pm and 6.00am or is required to work on a Saturday, Sunday, statutory or proclaimed holiday:
 - i. The Bank shall, at the Bank's expense, convey the employee to or from the employee's place of residence; or
 - ii. The employee may use their own motor vehicle and be paid an allowance to or from their place of residence in accordance with the rates provided in clause 4.7 of this Collective Agreement.
- b. When an employee is required to start and cease work between the hours of 11.00pm and 6.00am or is required to start and cease work on a Saturday, Sunday, statutory or proclaimed holiday, the provisions of paragraph (a) of this sub-clause shall apply both to and from the employee's place of residence.
- c. The provisions of this sub-clause shall apply to any journey within a 35 kilometre radius from the appropriate centre in the Auckland and Wellington metropolitan areas and any journey within a 16.5 kilometre radius from the centre in other areas provided that the journey is undertaken by the most direct route.

13. Standby and callout provisions

- a. i. An employee required to standby at their home for emergency calls shall be paid standby allowances as follows:

SERVICE	\$ PER DAY
(A) Monday to Friday inclusive	25.00
(B) Saturdays, Sundays, and statutory or proclaimed holidays	40.00

- ii. Where an employee on standby is actually called out payment shall be made as follows:
 - A. For a minimum of two hours at time and a half, Monday to Friday before 11.00pm.
 - B. For a minimum of three hours at double time, 11.00pm to 7.00am, seven days a week.
 - C. For a minimum of two hours at double time on Saturdays between 7.00am and 11.00pm.
 - D. For a minimum of three hours at double time on Sundays and statutory or proclaimed holidays between 7.00am and 11.00pm.

For calculation of these payments, hourly rates shall be exclusive of shift allowances.
- b. i. For Monday to Friday before 11.00pm and on Saturdays between 7.00am and 11.00pm more than one callout completed during two consecutive hours following the commencement of the first callout shall be deemed to be one callout.
- ii. For all nights between 11.00pm and 7.00am and on Sundays and statutory or proclaimed holidays, more than one callout completed during three consecutive hours following the commencement of the first callout shall be deemed to be one callout.
- iii. In any case where the Bank requires an employee to return to work for a staff meeting, payment shall be made for a minimum of one hour at the rate of time and a half for the first three hours and thereafter at double time on any day Monday to Friday, or at the rate of double time on Saturday, Sunday or statutory or proclaimed holiday.

- c. i. Where a callout is received while the employee is already at work or is still at work on a normal working day, a callout payment shall not apply. Normal overtime shall be paid in accordance with the overtime provisions of this clause.
- ii. Where an employee is called out but is able to resolve the matter without leaving home, actual time spent resolving the matter will be paid as overtime except that a minimum payment at the appropriate overtime rate will apply as follows:
 - A. Telephone fix: half an hour
 - B. Authorised remote access fix: 1.5 hours.

14. Exceptions

Clause 2.1 (Hours of work); clause 2.2 (Overtime); clause 8 (Standby and callout provisions) and clause 4.2 (Meal money, except where it is directly referred to under Appendix H) shall have no application to employees engaged on shiftwork and to whom this clause applies.

15. Weekend supervision

An employee required to relieve the supervisor for the full duration of a weekend 12-hour shift shall be paid an allowance at the rate of \$21 for the shift, provided that this payment shall only be made where the relieving employee is in a lower grade than the supervisor.

APPENDIX I: NATIONAL BANK DATA CENTRE – OPERATIONS 12-HOUR SHIFT ARRANGEMENT

- a. This clause shall apply to operations staff employed at the National Bank Data Centre who are employed on 12-hour shift work.
- b. Definitions – For the purposes of this clause:
 - 'Shiftwork'** shall mean all regular and continuing periods of rostered duty.
 - 'Roster'** shall mean a schedule of duty times showing in advance the days of the week and/or shifts when an employee is due to work and be off work respectively and 'rostered' has a corresponding meaning.
 - 'Public holiday'** shall mean those holidays listed in clause 5.2 of this Agreement observed in the locality in which the National Bank Data Centre is located.

c. Overtime

- i. Except as otherwise provided time worked in excess of ordinary shift hours on any one day or time worked on any rostered day off shall be deemed to be overtime and shall be paid at the rate of time and a half for the first three hours on any one day and double time thereafter.
- ii. Time worked during any weekend or public holiday outside ordinary working hours shall be paid at the rate of double time.
 - A. Periods of time off shall not be allowed in lieu of payment for overtime except as provided in sub-paragraph (B) of this paragraph.
 - B. Where an employee is required to work 12 or more hours' overtime on a Saturday or Sunday, the employee may elect to be paid at the rate of ordinary time for the first 12 hours and double time thereafter, with a day off on pay to be separately allowed within the next succeeding 28 days. If the day off on pay provided for by this paragraph is not taken within the period prescribed it shall be forfeited and payment for 12 hours at the rate of ordinary time made in lieu.
- iii. Call-back payments

For the purposes of this subclause a call-back shall be deemed to have occurred from the time of departure from home. Payment shall be made as follows:

- A. For a minimum of two hours at time and a half, Monday to Friday before 11.00pm.
For a minimum of three hours at double time, 11.00pm to 7.00am, seven days a week.
For a minimum of two hours at double time on Saturdays between 7.00am and 11.00pm.
For a minimum of three hours at double time on Sundays and public holidays between 7.00am and 11.00pm. If the call-back is on a public holiday which would normally be a working day for the employee, the employee is also entitled to an alternative holiday.
- B. For Monday to Friday before 11.00pm and on Saturdays between 7.00am and 11.00pm more than one call-back completed during two consecutive hours shall be deemed to be one call-back.

For all nights between 11.00pm and 7.00am and on Sundays and public holidays, more than one call-back completed during three consecutive hours following the first call-back shall be deemed to be one call-back.

In any case where the Bank requires an employee to return to work for a staff meeting, payment shall be made for a minimum of one hour at the rate of time and one half for the first three hours and thereafter at double time on any day Monday to Friday, or at the rate of double time on Saturday, Sunday or public holiday.

- iv. Where the period of overtime is continuous and extends past the hour of midnight, the rate of payment shall not be deemed to recommence from midnight. A meal break, if taken, shall not be deemed to be a break in the continuous period.
- v. Shift allowances shall not apply for the purposes of overtime.
- vi A. Where overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times shall, subject to subparagraphs (B) and (C) of this paragraph, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- B. If, on the instructions of the Bank, such an employee resumes or continues work without having had such eight consecutive hours off duty, he/she shall be paid at the rate of double time until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

C. The provisions of subparagraph (B) of this paragraph shall not apply when the continuity of eight-hour break is broken only by a call-back.

d. Penal time

- i. Where an employee is required to work a shift during any weekend as part of his/her ordinary working hours he/she shall be paid, in addition to his/her ordinary wages, an extra payment in respect of time worked on such day at the rate of ordinary time. Periods of time off shall not be allowed in lieu of such extra payment.
- ii. Where an employee is required to work a shift on any public holiday as part of his/her ordinary working hours he/she shall be paid, in addition to his/her ordinary wages, an extra payment in respect of time worked on such day at the rate of ordinary time, and where the day would otherwise be a normal working day shall receive a separate alternative holiday.

e. Meal money

All employees subject to the provisions of this clause shall be allowed for each 12 hour shift worked:

- i. Two meal money payments at the rate specified in clause 4.2 of this Agreement; or
- ii. Reimbursed with actual cash for two meals up to the maximum amount prescribed in clause 4.2 of this Agreement; or
- iii. One meal money payment and reimbursement for one meal, at the rates prescribed in (i) and (ii) above.

f. Annual leave

- i. All employees bound by the provisions of this clause shall be entitled to 15 working days' leave in respect of each full year's service. For the purposes of this clause, period of service shall not include any periods of absence on leave without pay. As a long service entitlement, employees bound by this clause shall, on completion of five or more years of service with the Bank, be allowed a further eight working days of annual leave.

- ii. An employee who has been employed subject to the provisions of this clause for a continuous period of at least 12 months shall be entitled to a holiday of five working days for that year and each subsequent year during which he/she is employed subject to this clause in addition to his/her entitlement under paragraph (i) of this subclause. An employee who has been employed subject to the provisions of this clause for a continuous period of not less than three months but less than 12 months shall be allowed a corresponding proportion of the additional five working days' leave.
 - iii. All employees who have been employed subject to the provisions of this clause for a continuous period of not less than three months shall be paid for each day's leave or holiday entitlement at the rate of not less than 10 per cent of basic fortnightly salary plus shift allowance, averaged over the two pay periods immediately preceding the leave.
 - iv. A leave roster shall be prepared for each six-month period of the leave year. The leave roster shall not be altered except for unforeseen circumstances such as sickness, transfers, etc that may arise. Notwithstanding the foregoing, the leave may be changed by mutual consent of the parties concerned provided that at least two weeks' notice is given. In this situation the Bank will respond to the application within two days.
 - v. Where the provisions of the Holidays Act 2003 and its amendments are in excess of the provisions of this subclause, the Act and its amendments shall apply.
- g. Transport
- i. Where an employee is required to start work between the hours of 11.00pm and 6.00am or is required to start work on a Saturday, Sunday or public holiday:
 - A. The Bank shall, at the Bank's expense, convey the employee to and from the employee's place of residence; or
 - B. The employee may use his/her own motor vehicle and be paid an allowance to and from his/her place of residence in accordance with the rates provided in clause 4.7 of this Agreement.
 - ii. When an employee is required to start work on a Monday, Tuesday, Wednesday, Thursday, Friday (outside the hours of 11.00pm and 6.00am);
 - A. The Bank shall, at the Bank's expense, convey the employee to or from the employee's place of residence; or
 - B. The employee may use his/her own motor vehicle and be paid an allowance to or from his/her place of residence in accordance with the rates provided in clause 4.7 of this Agreement.
 - iii. On each occasion where an employee is called back by the Bank to the work place outside of normally rostered hours, or is required to attend a meeting of staff called by management:
 - A. The Bank shall, at the Bank's expense, convey the employee to and from the employee's place of residence; or
 - B. The employee may use his/her own motor vehicle and be paid an allowance to or from his/her place of residence in accordance with the rates provided in clause 4.7 of this Agreement.
 - iv. The provisions of this subclause shall apply to any journey within a 33 kilometre radius from the National Bank Data Centre.
- h. Shift allowance
- i. An allowance of 24 per cent of fortnightly salary shall be paid fortnightly.
 - ii. The Bank may make a rateable adjustment to the allowance of any employee in respect of:
 - A. Any period of unpaid absence from duty;
 - B. Any period in excess of 14 calendar days during which the employee is assigned to a position other than on 12-hour shiftwork.
 Provided that the adjustment is made to the allowance payable for the fortnight in which the absence from shiftwork occurred or to the allowance payable for the following fortnight.

i. Relief duty

i. 'Off' roster relief

- A. For the purposes of this subclause relief duty shall include training courses;
- B. An employee required to perform relief duty in a position other than a seven-day/12-hour shift work position shall be entitled to a break of not less than 12 hours prior to the commencement of the period of relief and/or the resumption of his/her seven-day/12-hour shift roster.

ii. Where, during a period of relief off the seven-day/12-hour shift roster an employee is required to work more than the total 144 hours (excluding overtime and call-backs paid in terms of subclause (c) of this clause) in that four-weekly shift cycle payment for those additional hours will be made at overtime rates (time and a half for the first three hours and double time thereafter).

iii. 'On' roster relief

Where an employee is required to perform relief duty in a position on the seven-day/12-hour shift roster the following shall apply:

- A. Where an employee would otherwise be required to work on the day preceding a period of relief duty he/she will not be required to work on such day if, by working that day and any subsequent days on relief, he/she will be required to work on more than seven consecutive days.
- B. Where an employee would otherwise be required to work on the day following a period of relief duty he/she will not be required to work on such day if, by working that day and any subsequent days, he/she will be required to work on more than seven consecutive days.

Nothing in the foregoing shall prevent the employee from being required to work for more than seven consecutive days during the period of relief duty.

iv. During the period of relief:

- A. Overtime will not be paid in respect of a day on which the employee is rostered to work unless more than his/her normal rostered hours have been worked on such day.
- B. Meal money and transport provisions will apply as if the employee were employed on a seven-day roster.
- C. The seven-day shift allowance will continue to apply.
- D. The employee's entitlement to annual leave in respect of seven-day shiftwork shall not be reduced.
- E. The provisions of subparagraphs (A) to (D) above shall only apply for a maximum of 14 calendar days.

j. Salary divisor

For the purposes of this clause hourly rates of pay shall be derived from annual rates by dividing the annual rate by 1,872.

k. Hours of work

- i. Shifts in this roster are of 12 hours' duration. The shift roster pattern and minimum shift complement levels in force at the date of commencement of this Agreement shall continue in force until varied in accordance with the provisions of clause 1.5.
- ii. The ordinary hours of an employee engaged on shift work shall not exceed 12 per shift or 36 per week when averaged over the period covered by the complete shift roster.
- iii. A paid meal break of not less than half an hour shall be allowed within each shift after not more than five hours' continuous work unless the employee would cease duty within such period of 30 minutes. A second paid meal break shall be allowed within each shift after not more than five hours' continuous work following the first meal break unless the employee would cease duty within such period of 30 minutes. Meal breaks may be rostered as required by the Bank.

- iv. Two tea breaks each of ten minutes' duration shall be allowed within each shift with the cost of milk, sugar, tea or coffee being borne by the Bank. Tea breaks are to be rostered as required to ensure that the computer room is always manned.
- l. Shift arrangements
 - i. No swapping of shifts between employees covered by this clause shall occur without the prior approval of management.
 - ii. Shift teams may be changed at the commencement of a shift cycle at least two times a year, commencing from the date of introduction of the 12-hour shift pattern.
- m. Posting of shift rosters

Shift rosters shall be posted in a position accessible to all staff at least 14 days clear of the commencement date of the shift. However this shall not prevent amendments to shift rosters arising from emergency or unforeseen circumstances.

Exceptions

Clause 1 (Hours of work); Clause 4.2 (Meal money); Clause 5.2.2 (Public holidays); Clause 5.1 (Annual holidays); Clause 2.2 (Overtime); of this Agreement shall have no application to employees employed under this clause.

Clause 5.2 (Public holidays) shall apply subject to the employees not being required by the Bank to work on any public holiday. Where the employee is required to work on a public holiday he/she shall be paid at the rate, and shall receive an alternative holiday, as provided by this clause.

APPENDIX J: DATA PROGRAMMING RATE

The provisions of this sub-clause apply only to the employee engaged on this rate as at 1 October 1998.

GRADE 2 1 APRIL 2005 - 31 JULY 2006	ANALYST PROGRAMMER
Step	Per annum (\$)
6	89,502

SCHEDULE A: SALARY BAND REVIEW FORM

This form is for applying for a review of your salary band under clause 3.5(b) of this Agreement.

Date:

Application for review of salary band

Name:

Business Unit:

Position/Duties: (Give your job title/position, and then describe the duties you perform)

Band:

Basis for application: (give reasons)

Signature:

Date:

This form must be submitted to your manager for consideration by the Bank.

