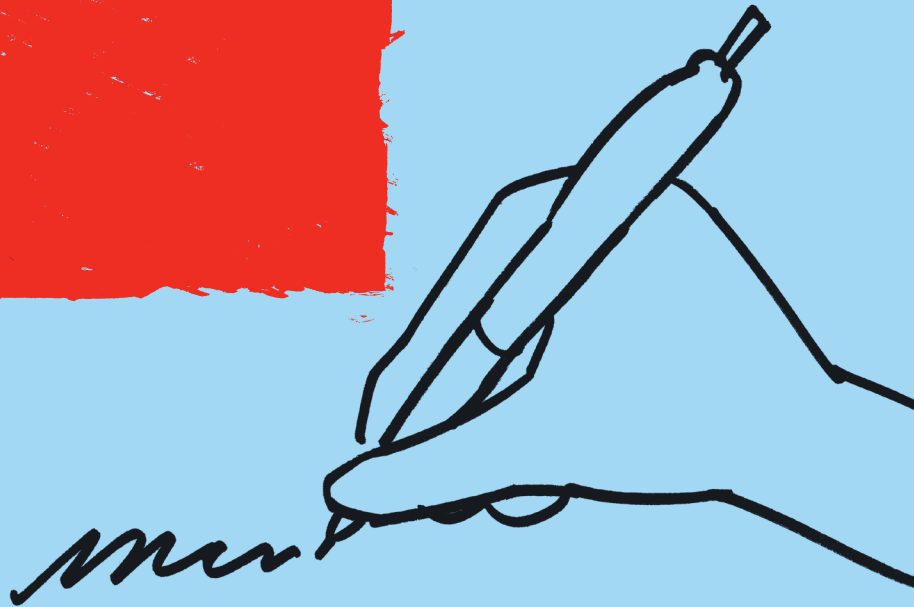


# Westpac Pre-Management Collective Employment Agreement

1 August 2009 - 31 July 2010



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# General Provisions

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## 1. PARTIES TO THE AGREEMENT

This collective agreement is made pursuant to the Employment Relations Act 2000 between:

- Westpac New Zealand Limited referred to in this agreement as “Westpac”, “the bank”, or “the employer” and
- Finsec referred to in this agreement as “the union” and jointly known as “the parties”.

## 2. COVERAGE

This agreement covers all members of Finsec who are employed under or in any of the following categories by Westpac.

- 2.1 All fixed term and permanent pre-management employees who were parties to the Westpac Pre-Management Collective Employment Agreement that expired on 31 July 2009, whilst they remain employed in their current job role and/or business unit.
- 2.2 All fixed term and permanent pre-management employees who are employed in the NZ Retail division in direct customer facing sales and service areas (except Investment Advisors) and whose work is done in the business areas listed in Schedule A of this agreement.
- 2.3 All fixed term and permanent pre-management employees employed by NZ Operations division in the business units listed in Schedule A of this agreement.
- 2.4 All fixed term and permanent pre-management employees employed by Cards Call Centres including Merchant Help Desk.
- 2.5 All fixed term and permanent pre-management employees employed by the Card Fraud Unit as at 1 November 2004.
- 2.6 All fixed term and permanent pre-management employees who were parties to the Pre-Management Phone Assist Collective Employment Agreement that expired on 30 April 2007, whilst they remain employed in their current role and/or business unit.
- 2.7 All fixed term and permanent pre-management employees who are employed to perform work in Phone Assist sites (excluding Level D employees), Cards Call Centre sites and Sales Direct Auckland and Christchurch from 1 May 2007 forward.
- 2.8 For the sole purpose of determining whether a particular employee or group of employees is covered by this agreement, where there has been a restructuring of a given business unit, primary consideration shall be given to the nature of the work done by that employee or employees under the new structure. Where the work done under the new structure is substantially similar to the work done under the old structure, both current and future employees performing that work shall continue to be covered by this agreement.

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## 2.9 Business Unit Schedules

Particular terms and conditions of employment for various business units are contained in schedules 1, 2 and 3 of this agreement. To the extent that the provisions of a given business unit schedule differ from the provisions of the main body of this agreement, the business unit provisions shall prevail. These schedules shall apply as detailed below:

### 2.9.1 Business Unit Schedule 1 applies to:

- Staff employed prior to 1 January 2005 in NZ Retail (excluding Marketing and NZ Retail Support), Private & Priority Banking, Retail Technical Trainers and the Broker Unit.\*\*
- Staff employed on or after 1 January 2005 in NZ Retail (excluding Marketing and NZ Retail Support), Private & Priority Banking, Retail Technical Trainers and the Broker Unit, where weekend work does not form part of the employees normal operating hours.\*\*
- Staff employed in the following parts of NZ Operations prior to 27 April 2002, whilst they remain employed in their current role and/or business unit:\*\*
  - Collections, including Account Management Centres
  - Lending Support
  - Business Support
  - Securitisation Support
  - 3rd Party Lending

- Account Services
- Item Processing
- Broker Support.

\*\* unless the employee voluntarily elects to transfer to business unit schedule 2 of this agreement. Employees in NZ Retail can only transfer to business unit schedule 2 where it is agreed weekend work will form part of the employees normal operating hours. Once that transfer has been made, there is no ability to transfer back to this business unit schedule unless you are in NZ Retail and the transfer is mutually agreed as a component of change of hours of work under the provision of clause 7.1 of the main body of the Collective.

### 2.9.2 Business Unit Schedule 2 applies to:

- Staff employed in NZ Retail (excluding Marketing and NZ Retail Support), Private & Priority Banking, Retail Technical Trainers and the Broker Unit, on or after 1 January 2005 where weekend work forms part of the employees normal operating hours.\*\*
- Staff employed in the following parts of NZ Operations on or after 27 April 2002:\*\*
  - Collections, including Account Management Centres
  - Lending Support
  - Business Support
  - Securitisation Support
  - 3rd Party Lending
  - Account Services
  - Item Processing
  - Broker Support.

\*\* or staff in the business units listed above employed prior to this date who have voluntarily elected to transfer from business unit schedule 1 of this agreement. Once that transfer has been made, there is no ability to transfer back to business unit schedule 1, unless you are from NZ Retail and the transfer is mutually agreed as a component of change of hours of work under the provision of clause 7.1 of the main body of the Collective.

- Staff employed in the following areas of NZ Operations:
  - The following areas of Card Services:
    - Card Operations
    - Operations Support (including Micro-graphics, Reception and Mailroom)
    - Applications
    - Assessment – Risk
    - Card Fraud Unit, as at 1 November 2004
    - Merchant Operations
    - Cardholder Services (including Correspondence)
    - Settlement and Control
    - Change Management
    - Products
    - MIS
- Staff employed as at 1 May 2007 in Cards Call Centres, including Merchant Help Desk.

### 2.9.3 Business Unit Schedule 3 applies to:

- All fixed term and permanent pre-management employees who were parties to the Pre-Management Phone Assist Collective Employment Agreement that expired on 30 April 2007, while they remain employed in their current role and/or business unit.
- All fixed term and permanent pre-management employees, who are employed to perform work in Phone Assist sites (excluding Level D employees), Cards Call Centre sites and Sales Direct Auckland and Christchurch from 1 May 2007 forward.

### **LIST OF BUSINESS UNITS REFERRED TO IN COVERAGE CLAUSE**

NZ Retail, excluding Marketing and NZ Retail Support and including Private & Priority Banking, Retail Technical Trainers and the Broker Unit.

- The following areas of NZ Operations: Collections, including Account Management Centres, Lending Support, Business Support, Securitisation Support, 3rd Party Lending, Transaction Operation Centres, Account Services, Item Processing, Broker Support, MSL.
- The following areas of Cards Services: Card Operations, Operations Support (including Micro-graphics, Reception and Mailroom), Applications Assessment – Risk Fraud, prior to 1 November 2004, Merchant Operations, Cardholder Services (including Correspondence), Settlement and Control, Change Management, Products, MIS.

Phone Assist  
Cards Call Centres  
Sales Direct

Where business areas are renamed coverage under this agreement shall continue. Where new business areas are created, the parties shall meet to determine whether or not this agreement covers those areas.

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### **3. APPLICATION**

This agreement shall apply to and bind the parties and all employees who are or who become members of the union and whose work falls within the definition contained in clause 2 (Coverage) of this agreement.

### **4. TERM OF AGREEMENT**

This agreement shall come into force on 1 August 2009 and continue in force until 31 July 2010.

### **5. NATURE OF AGREEMENT**

This is a collective agreement made pursuant to the Employment Relations Act 2000. Nothing in this agreement can reduce the remuneration or aggregate number of days leave of any employee at the commencement date provided that continuity in the same position of employment is maintained.

### **6. VARIATION TO AGREEMENT**

Where either party proposes a variation to this agreement that will alter the terms and conditions that will apply to an individual or group of members the following process will apply:

- 6.1 The proposal will be put into writing on schedule D of this agreement including the actual wording changes sought and the effect of those changes. A copy of the proposal shall be given to the other party to this agreement and the employee(s) directly affected by the proposal.

- 6.2 Discussion and/or negotiations shall take place between the parties to this agreement.
- 6.3 Where an agreed variation proposal is to cover an individual or group of employees it shall be recorded in writing with a copy being given to those employees directly affected and the other party to this agreement.
- 6.4 Any variation must have the consent of both parties to this collective agreement.

### **7. HOURS OF WORK**

- 7.1 Nothing in this agreement will require that your hours of work will be altered without your full consent in writing. Any request to change your hours of work initiated by the Bank will be put in writing. You will have at least 10 working days to consider the proposal. You may wish to consult with Finsec and/or provide them with a copy of the proposal. If you decline to work altered hours, you will not be prejudiced in your performance appraisal, employment prospects or opportunities for promotion or development.
- 7.2 Your ordinary hours of work will not exceed 7.5 hours per day (37.5 hours per week), to be worked on not more than any five days of the week. The span of hours in which ordinary hours of work may fall is detailed in the applicable business unit schedule of this agreement.
- 7.3 By mutual written agreement, you may work regular daily hours which, on set days, may be greater than or less than 7.5 hours, up to a maximum of 37.5 on not more than five days per week.

- 7.4 Wherever possible, an employee who works five days per week full-time will be rostered two consecutive days off work per week unless mutually agreed otherwise. For those employees who have previously agreed to having split days off work, any requests to revert to consecutive days off will be accommodated where possible.
- 7.5 You will be provided with written notification of the terms and conditions of your employment relating to hours of work and rates of pay at the time of engagement. You will acknowledge the notification in writing.
- 7.6 In a week in which a public holiday falls, or if you take leave (other than special leave at your request), your ordinary weekly working hours will be reduced by the number of hours you would normally have worked but for the holiday or leave.
- 7.7 If you are a shift worker this clause does not apply to you.

## 8. MEAL BREAKS

8.1 Employee(s) are entitled to meal and tea breaks on the following basis:

Hours Worked	0-2	2-4	4-5	5-8	>8
<b>Breaks</b>	0	1 x 10 min. tea break (paid)	1 x 10 min. tea break (paid) 1 x 30 min. meal break (unpaid)	2 x 10 min. tea break (paid) and 1 x 30-60 min. meal break (unpaid)	1 x 20 min. or 2 x 10 min. tea break (paid) and 1 x 30-60 min. meal break (unpaid) and 1 x 30-60 min. meal break (unpaid and optional)

### Conditions

Breaks where practicable will be in the middle of the working period. No employee working more than five hours a day shall be required to work more than 4.5 consecutive hours without a meal break, unless they agree to start their meal break at a later time. Tea and meal breaks will be mutually agreed by both the employee and employer. However, the manager reserves the right to schedule if agreement cannot be reached. If the employee works more than five hours the tea breaks will be evenly spaced throughout the working day. Tea, coffee, milk and sugar shall be provided by the employer.

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## 8.2 Meal Money

In some circumstances you will be entitled to receive meal money entitlements. These entitlements are:

- An allowance of \$10.50; or
- Provision of a suitable meal by the Bank; or
- Reimbursement to a maximum of \$20.00 for a meal purchase, provided that work is recommenced after the meal.

The circumstances which trigger entitlement to the above are detailed in the applicable business unit schedule of this agreement.

## 9. OVERTIME AND PENAL TIME

### *Overtime*

- 9.1 Overtime is defined as all hours worked beyond the standard daily hours (7.5 hours) or standard weekly hours (37.5 hours). The payment rates for overtime are detailed in the applicable business unit schedule of this agreement.
- 9.2 Leave in lieu of payment for overtime worked will be permitted by mutual written agreement, only if it is requested by you. The leave will be on an hour for hour basis and must be taken within 10 working days or the Bank will pay you the appropriate money entitlement.
- 9.3 There is no on-going accumulation of leave in lieu entitlement and the Bank reserves the right to decline the leave in lieu entitlement if operational needs require.

9.4 You will have at least eight consecutive hours off duty before recommencing work, unless the time off duty is broken by a single call out. If you do not have an eight hour break you will be paid overtime until you have an eight hour break without loss of ordinary pay.

9.5 Where overtime is recorded by you in the attendance book and/or Kiosk, the Bank may dispute the payment of overtime at any time during a period of 15 working days following the day you recorded the overtime. If the payment of overtime is disputed, the reason(s) will be provided to you in writing. Any overtime not disputed under this clause shall be paid, or time in lieu provided as detailed above.

### *Penal rates*

9.6 Penal rates are paid for hours worked within your normal working week. Where penal rates are payable, these are set out in the respective Business Unit Schedules.

## 10. CONTINUITY OF SERVICE

Where benefits arise from continuity of service, that continuity shall not be broken by:

- 10.1 the sale or transfer of the business to a new employer who continues to employ the employee; or
- 10.2 a break of less than one month between periods of employment within Trust Bank; or
- 10.3 a break of less than one month between periods of employment within Westpac.

## 11. LOYALTY RECOGNITION PAYMENTS

11.1 Westpac recognises the value brought to the organisation by the continued contribution of long serving, loyal and knowledgeable staff. From 1 January 2004 the following payments will be made to staff who achieve the following service milestones.

Years of current continuous service	Payment
5	\$500
10	\$500
15	\$500
20	\$500
25	\$500
30	\$1000
35	\$1000
40	\$1000
45	\$1000

11.2 This payment will be made on the anniversary date of the employee's commencement of service.

11.3 This payment is not superable.

11.4 For the purposes of this clause, current continuous service will not be broken if you have been absent from service under any extended unpaid leave policy or entitlement, provided that the period of absence will not be counted towards accumulated service and you have not been employed by another employer during the period of absence.

11.5 Transitional arrangement

You may have already completed one or more of the above milestones prior to the introduction of this clause on 1 January 2004. If that is the case when you reach your next service milestone after 1 January 2004, you will receive two payments. One of these payments will be for the milestone you have reached and one for the immediately preceding milestone, i.e. a maximum of two payments.

# Salary

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## 12. SALARY PAYMENTS

- 12.1 Salaries will be paid fortnightly in a manner agreed between yourself and the Bank, provided that salaries be paid one clear day prior to any public or proclaimed holiday or weekend.
- 12.2 When you work overtime, or are entitled to shift allowances, or other non-salary payments in one pay period you will receive the payment not later than the payday following the next pay period.
- 12.3 The Bank will be entitled to make a rateable adjustment to your salary if you are absent from duty without the consent of your supervisor or department head, provided that any adjustment made to salary for any period after the fortnight in which the absence occurred shall be in accordance with the Wages Protection Act 1983.
- 12.4 The Bank will use the following divisors on the annual salary figures in clause 19 (Salary Ranges):
  - 26.07 to calculate fortnightly salary
  - 1950 to calculate the hourly rate
  - 2080 to calculate the hourly rate for staff covered by the shift arrangements detailed in Business Unit Schedule 1 and 2 of this agreement.
- 12.5 You agree that the bank may pay you for any period of annual leave you take in the pay period(s) that cover any such period of time.

## 13. COMPETENCY BASED PAY PROGRESSION STRUCTURE

The underlying principle of Westpac's pay progression system is the establishment of a clear and transparent link between the employee's development and application of core role competencies and the employee's pay progression. Westpac's Competency based pay model focuses on the following core components or principles:

- Assignment of different pay levels within a range based on demonstration of competencies
- Competence is defined as "knowledge, skills and behaviours required in a role that can be demonstrated and enable performance"
- An individual is assessed and rated on competencies (the knowledge required to perform the role and the demonstration of their skills)
- Pay progression is achieved on agreed anniversary dates subject to the successful attainment of competency in agreed areas
- Competencies are job specific and core to the organisation

During the term of this Agreement roles will transition from pay progression based upon performance, to pay progression based upon competency.

## 14. JOB SIZING

- 14.1 All positions covered by this agreement will be assigned to a grade according to job size evaluated by the Hay system, or by alignment to criteria developed by the job evaluation committee for generic positions.
- 14.2 There are 6 grades covered by this agreement. The grades are A, A+,B, B+, C and D.

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## 15. JOB EVALUATION

- 15.1 The Hay job evaluation system will be used to determine job size.
- 15.2 Jobs will be evaluated first by the Bank's internal job evaluation team, which is coordinated by the Manager Remuneration. The job description, together with the evaluation line, will then be sent to Finsec, for their evaluation team to consider. The Finsec evaluation team will include at least one Westpac employee who has been Hay trained. The Bank will ensure that there will be a minimum of four Hay trained Finsec members available to complete these duties.
- 15.3 If the two teams evaluate the job differently, a meeting or phone conference between the evaluators from each side will occur to discuss the evaluation. If agreement cannot be reached, the job description and both evaluation lines will be sent to Hay Management Consultants for an independent evaluation, which will be accepted by both the Bank and Finsec evaluation teams.
- 15.4 Any job evaluation committee considering an appeal against the grade assigned to the position will be equally comprised of staff and bank members.
- 15.5 Hay Management Consultants will perform audits, as appropriate, on evaluations agreed by the committees, correlating them with their database.
- 15.6 You will not be placed on a lower salary if your position is re-evaluated.

## 16. APPEAL AGAINST THE GRADE ASSIGNED TO THE POSITION

- 16.1 You may appeal against the grading of your role. At any stage you may seek the assistance of the union.
- 16.2 Firstly, discuss your concerns with your manager or team leader and then, if necessary, your senior manager.
- 16.3 If you are still dissatisfied, send a current job description and a job grading appeal form (schedule F of this agreement) to the Manager Remuneration, who will advise you, within one week of receiving your appeal, of the date the job evaluation appeal committee is expected to meet.
- 16.4 The Bank will decide whether it believes your role can be graded under the grading system in this agreement, and advise you of its decision.
- 16.5 If you are still not satisfied, or the Bank cannot decide a grading, your role will be considered by the next meeting of the appeal committee.
- 16.6 There will be four people on the committee, including two employee nominated members. It will include not more than one member of the committee which originally evaluated your role.
- 16.7 If you are requested to attend the appeal committee, the Bank will release you and pay all costs.
- 16.8 If there is a salary increase as a result of the job evaluation this will be backdated to a date mutually agreed by the parties, but no earlier than your commencement in the position which has been evaluated.

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16.9 If you are not satisfied with any outcome of this process, you may invoke the employment problem resolution process detailed in clause 42 of this agreement.

## **17. BENCHMARK GRADES AND POSITIONS**

All positions covered by this agreement shall be assigned to a grade. Examples of typical positions in each grade are as follows:

### ***Grade D***

Project Analyst  
Team Leader - Transactions Operations  
Team Leader - AMC  
Team Leader - Inbound Collections  
Team Leader - Outbound Collections  
Project Coordinator  
Quality Analyst - Collections  
Home Loans Specialist  
Branch Leader

### ***Grade C***

Checking Officer  
Quality Analyst - Transactions  
Training Officer  
Account Management Officer  
Customer Consultant  
Operations Assistance

### ***Grade B+***

Customer Consultant 1

### ***Grade B***

Account Services Officer  
UPI Officer  
Customer Support

### ***Grade A+***

Customer Services Officer  
Expert Balancer

### ***Grade A***

Item Processing Officer  
Account Maintenance Officer  
Teller  
Data Entry Operator

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## 18. CRITERIA FOR ALIGNMENT OF POSITIONS

**Important Note** – Not all positions covered by this agreement are detailed in the following “Criteria for Alignment”. Rather, the purpose of these criteria is to permit a comparable assessment of one position against another.

- 18.1 You will be assigned to a grade if wholly or substantially performing the duties covered by the following –“Criteria for Alignment”.
- 18.2 The parties to this agreement agree that the Bank may add, amend or delete any positions or titles from its organisational structure, and from the following criteria, as it may deem necessary.
- 18.3 All newly created positions and positions significantly different to the following criteria, will either be assigned to a grade using a comparable assessment against the established criteria or, where the assessment is not possible or practicable, the position will be evaluated in terms of clause 15 (Job Evaluation) and clause 16 (Appeal Against the Grade Assigned to the Position).
- 18.4 The titles of positions are the titles in use at the commencement date of this agreement. Nothing shall prevent the Bank from amending any title of any position to more accurately reflect a refocusing of that position.

## General Banking Positions (Grades A-D)

### **Grade A**

#### *Teller*

- Provides quality service to customers by processing teller transactions accurately and efficiently. This can include, for example, deposits, cashing cheques, clean overseas transactions.
- Actively seeks sales opportunities, referring customer on as appropriate.
- Actions various back office tasks to ensure quality servicing of customers’ needs. This can include, for example, balancing own and branch cash, balancing Automatic Teller Machine, cash repatriation, inward and outward dishonours, filing.

#### *Item Processing Officer/Account*

#### *Maintenance Officer*

- Actions various back office reports/transactions to ensure quality servicing of customer needs. Includes for example outward dishonours, automatic payments, stop payments.

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**Grade B***Customer Support*

- Identifies sales opportunities and actively promotes the Bank's products ensuring quality servicing of customer needs. This can include, for example, identifying investment opportunities and advising options to customers, accepting term deposit funds.
- May complete legal/security documentation.
- Open cheque accounts.
- Generally not involved in solicitors' Trust Funds.

*Account Services Officer/Unposted Items Officer*

- Redirects payments after investigation.
- Completes documentation relating to customer affairs.
- Balances and actions UPI.

**Grade C***Customer Consultant*

- Provides quality service to customers by identifying customer needs and selling products and services. This can include, for example, opening and closing of accounts, actioning of sales referrals and selling of loan, international and investment products.

**Grade D***Team Leader*

- Involved in supporting team members through coaching and development.
- Responsible for outputs of the team and providing direction and support.

## 19. SALARY RANGES

Your salary will be determined as follows:

- 19.1 For each of the grades detailed in clause 17 (Benchmark Grades and Positions), there will be a salary range.
- 19.2 Each salary range has a number of salary steps. On commencement of work in a position covered by this agreement, an employee will receive at least the start rate for the appropriate salary range. Subsequent progression through the salary steps for that range will occur according to either Section 20.5 (Competency Based Salary Progression) or Section 20.6 (Performance Based Salary Progression).
- 19.3 The salary ranges which will apply from the commencement of this agreement on 1 August 2009 are as follows:

PRE-MANAGEMENT SALARY RATES (COLLECTIVE COVERED ROLES)							
Step	Tenure	Grade A	Grade A+	Grade B	Grade B+	Grade C	Grade D
Min Effective	Commencement	\$31,184	\$33,412	\$36,761	\$38,105	\$41,596	\$48,448
	6 Mths	\$31,714	\$34,525	\$37,909	\$39,376	\$42,895	\$49,962
	1 Year	\$32,245	\$35,639	\$39,058	\$40,645	\$44,195	\$51,476
	2 Year	\$33,200	\$36,752	\$40,207	\$41,915	\$45,494	\$52,990
	3 Year	\$34,260	\$37,867	\$41,356	\$43,185	\$46,795	\$54,503
	4 Year	\$36,328	\$40,094	\$43,653	\$45,726	\$49,395	\$57,532
	5 Year	\$38,231	\$42,321	\$45,952	\$48,266	\$51,994	\$60,560
Max Effective	6 Year	\$40,600	\$44,548	\$48,018	\$50,807	\$54,094	\$62,050

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## 19.4 Explanations

### 194.1 Salary increases during the term of this agreement *(Note that this sub-clause is for illustrative purposes only)*

From 1 August 2009, all employees covered by this agreement will receive an increase on their current salaries of 2.25%.

*Eg. Julie is a Customer Support (Grade B). She has been in this role for 20 months as at 31 July 2009. Her current salary is \$38, 481. On 1 August 2009 her salary will increase 2.25% to \$39, 347.*

Salary progression on anniversary dates, as per Section 20 will occur for all eligible employees covered by this agreement.

*Eg. Julie's 2 year anniversary at her current grade is on 30 November 2009. If, as at this date, she meets the criteria to receive pay progression under Section 20, she is eligible to move to the year 2 step for Grade B. Her salary will move to \$40, 207.*

Employees whose salaries on 1 August 2009 are already at or higher than the year 6 salary step for their grade will receive a 2.25% increase to their salary, but will not during the term of this agreement be eligible for further pay progression increases while they remain in the same grade.

*Eg) Julie's friend Fred (also working in a Grade B role) has been in grade B roles for ten years and has a salary of \$47, 308, which is the top Grade B pay step under the 2008-09 CEA. On August 1 2009 he will receive a 2.25% salary increase which will bring his salary to \$48, 372. He will not be eligible for any further pay progression increases because his salary exceeds the year 6 pay step of \$48, 018 for Grade B.*

### 194.2 A+ and B+ Salary Ranges

In 2007, the A+ and B+ salary ranges were created. Staff employed into roles prior to 1 May 2007, which were prior to that date either Grade A, B, or C graded roles, but which come under either the A+ or B+ salary ranges since 1 May 2007, will be employed (and receive salary progression) in either their previous salary range or the new A+/B+ range, whichever offers the higher salary.

Staff who are employed into roles from 1 May 2007, which come under either the A+ or B+ ranges as listed in Section 18, will be employed (and receive salary progression) in either the A+ or B+ range as appropriate.

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## 20. SALARY REVIEW PROCESS

Your salary will be reviewed as follows:

20.1 Prior to the expiry of this agreement Westpac will negotiate with the union an agreed percentage negotiated increase which will take into account such variables as, but not exclusively limited to, cost of living indicators and inflation grades. Any total negotiated increase will apply from the date of commencement of the new agreement, unless ratification occurs subsequent to the proposed date of commencement of the new agreement, in which case the negotiated increase will apply from the date of ratification.

20.2 The salary ranges will be adjusted by the agreed percentage.

20.3 Without exception, your salary will only be reviewed on:

- your transfer to alternative duties (including promotion to a higher grade); or
- the renegotiation of this collective agreement by the agreed percentage negotiated increase detailed in subclause 20.1; or
- the attainment of pay progression criteria as per Section 20.5 and 20.6.

20.4 Determining Salary Progression Process

During the term of this Agreement two different salary progression processes will operate.

Salary progression for certain roles at certain times will be governed by Competency based salary progression (Section 20.5). Salary progression in certain other roles at certain times will be governed by Performance based salary progression (Section 20.6).

From 1 August 2008 to 31 December 2008 salary progression for all roles will be governed by Performance based salary progression (Section 20.6).

From 1 January 2009, the following roles will transition to Competency based salary progression (Section 20.5):

- Teller
- Customer Service Officer
- Customer Consultant
- Customer Support

After 1 January 2009 all other roles will transition to Competency based salary progression at times agreed to by the Joint Review Committee. The Joint Review Committee will issue written communications to staff when confirmed dates for roles to transfer to Competency based salary progression are arrived at.

20.5 Competency based Salary Progression

This clause outlines how employees may achieve progression through the salary ranges, subject to criteria as detailed.

20.5.1 Eligibility to Receive Pay Progression

Employees will be eligible to receive pay progression on the anniversary of their time in their current grade as per Section 20.5.3, if the following criteria have been met:

- i) The employee has met the minimum benchmark for technical competency in the year prior to the anniversary

ii) The employee has attained an overall rating of Competent on their most recently completed demonstrated competency evaluation

iii) The employee has attained an overall rating of competent on their most recently completed behavioural competency evaluation.

See memorandum of understanding for further information including transitional arrangements.

If an employee does not meet the minimum benchmark for technical competence when initially assessed s/he will have the opportunity to re-sit the assessment (in the area in which s/he did not reach the benchmark) over the course of the year leading up to the employee's next anniversary date, and up to three months after that anniversary date.

If an employee does not attain overall Competence in the demonstrated and/or behavioural competency assessments, s/he will have the ability, three months after the initial assessment, to be re-assessed in the area in which s/he did not attain the required standard of competency. If the employee successfully attains the outstanding competency requirements on re-assessment, s/he will be eligible to receive pay progression from this point.

In the event that an employee does not in the first instance attain Competency, Westpac commits to providing adequate training resources and dedicated training time to assist them to upskill in the required areas. Employees also commit to undertaking and

participating in learning and development provided to upskill themselves in the required areas. All parties are committed to a culture of continuous improvement and employee development.

20.5.2 On the applicable anniversary dates referred to in Section 20.5.3, the employee's salary will be moved up to at least the salary level that applies to this anniversary if they have met the relevant criteria. These salary levels are as per Section 20.3.

20.5.3 Salary Progression will occur on the following basis:

\*From 1 January 2009

Anniversary Criteria for receiving pay progression

*First Step* Commencement

*Second Step* Attains the minimum benchmark for Technical Competency

*Third step - One year* Attains the minimum benchmark for Technical Competency and attains an overall rating of competent on the most recently completed demonstrated and behavioural competency evaluations

*Fourth step - Two year* Attains the minimum benchmark for Technical Competency and attains an overall rating of competent on the most recently completed demonstrated and behavioural competency evaluations

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*Fifth step* Attains the minimum  
- *Three year* benchmark for Technical Competency and attains an overall rating of competent on the most recently completed demonstrated and behavioural competency evaluations

*Sixth step* Attains the minimum  
- *Four year* benchmark for Technical Competency and attains an overall rating of competent on the most recently completed demonstrated and behavioural competency evaluation

*Seventh step* Attains the minimum  
- *Five year* benchmark for Technical Competency and attains an overall rating of competent on the most recently completed demonstrated and behavioural competency evaluation

*Eighth step* Attains the minimum  
- *Sixth year* benchmark for Technical Competency and attains an overall rating of competent on the most recently completed demonstrated and behavioural competency evaluation

20.5.4 In determining whether the criteria for pay progression have been met, the following will apply:

**i) Technical Competence**

To be eligible to receive pay progression on their anniversary in the current grade, employees must over the previous year, have attained the minimum threshold for pay progression as determined by the Joint Review Committee. The Joint Review Committee will determine this threshold based on the criteria set out in the appended Memorandum of Understanding, but will at all times endeavour to set a threshold that based on the available data, ensures that at least 85% of Finsec members are likely to achieve Technical Competence.

For Transitional Arrangements refer to the Memorandum of Understanding

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## ii) Demonstrated Competence

To be eligible to receive pay progression on their anniversary in the current grade, employees must at their most recently completed Demonstrated Competency Assessment, have been rated as overall competent.

Demonstrated Competency Assessments will occur in April and October of each year.

Demonstrated Competency Assessments will be role specific, and will contain competencies in each of the following four areas for those roles that have been assessed at the time of writing. These may be different for future roles depending on skills and knowledge required for those specific positions:

- Compliance
- Task Performance
- Product Knowledge
- Customer Advocacy

To attain overall Demonstrated Competence, the employee may be rated “not competent” in:

- No more than one competency in each of the four areas listed above; and
- Up to one additional competency in either Product Knowledge or Customer Advocacy.

## iii) Behavioural Competence

To be eligible to receive pay progression on their anniversary in the current grade, employees must at their most recently completed Behavioural Competency Assessment, have been rated as overall competent.

Behavioural Competency Assessments will occur in April and October of each year.

### 20.5.5 Competency Assessment Appeal Process

- i) You and the Bank agree that competency assessment is an integral part of the salary review process. To maintain the integrity of the process, disagreements between you and the assessors should be dealt with openly and you will not be prejudiced in any way during your employment for raising an objection.
- ii) If you disagree with your competency assessment, you will first raise the disagreement with your assessor. You may be supported and assisted by a fellow employee of your choice or the union. You must raise this disagreement within three weeks of receiving your competency assessment.
- iii) If you are dissatisfied following the discussion with your assessor, you should raise the disagreement with your assessor’s immediate manager. You may be supported and assisted by a fellow employee of your choice or the union. The manager will respond to the issue within three weeks of being advised.

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- iv) If the disagreement remains unresolved, you may request a review of your competency assessment. This review will be undertaken by People & Performance who will, within three weeks of being made aware of the issue, meet with you (and a representative of your choice such as the union) to discuss your concern, and make a decision about your competency assessment.
  - v) If you disagree with the conclusion reached by People & Performance, and maintain that your competency assessment is either unfair or inaccurate, you may appeal your assessment to the Joint Review Committee who will consider the evidence and, within three weeks of receiving your appeal, make a recommendation about the status of your competency assessment to the General Manager of your business unit, who will make a final decision.
  - vi) Nothing prevents you, at any stage of the review process, from applying the employment problem resolution process detailed in clause 42 (Employment Problem Resolution Process) of this agreement to resolve your concern.
  - vii) The Bank agrees to encourage employees to use this review process to ensure any disagreement is dealt with as quickly and openly as possible. Information about this process will be distributed to employees when competency assessments are issued. It is the right of any employee to appeal their competency assessment. No employee will be disadvantaged in any way for using this appeals procedure.

## 20.6 Performance Based Salary Progression

This clause outlines how employees may achieve progression through the salary ranges, subject to criteria as detailed.

20.6.1 Salary progression is based on criteria (as defined in Section 20.6.3) being met by an employee on their anniversary of appointment to their pay grade.

Employees who are not eligible to receive a progression increase on their anniversary date due to not meeting the criteria, will be eligible for a progression increase at their subsequent anniversary of appointment to their pay grade. At this time, if the criteria are met, the employee's salary will increase to appropriate step of the pay grade commensurate with their service in that pay grade.

*le. If an employee does not meet the criteria to receive progression on their two year anniversary, they will not receive salary progression at this time. However, if the employee meets the criteria on their third anniversary, they will at this time progress immediately to the year three salary step.*

20.6.2 On the applicable anniversary dates referred to in Section 20.6.3, the employee's salary will be moved up to at least the salary grade that applies to this anniversary if they have met the relevant criteria. These salary grades are as per Section 19.3.

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20.6.3 Salary Progression will occur on the following basis:

Anniversary Criteria for receiving pay progression:  
Six months Completion of training.  
One year Attainment of an Effective rating or better  
Two year Attainment of an Effective rating or better  
Three year Attainment of an Effective rating or better  
Four year Attainment of an Effective rating or better  
Five year Five years service at current grade.

20.6.4 In determining whether the criteria for pay progression have been met, the following will apply:

- a) At the six month anniversary, progression will occur subject to any role-required training being satisfactorily completed. If training is not required or offered, then the employee will receive pay progression.
- b) At the one year, two year, three year, four year, (and year six from 1 January 2008) anniversaries, progression will occur subject to the employee attaining an Effective appraisal rating. The appraisal rating that will be taken into account will be the appraisal most recently completed prior to the anniversary date in question. In the event that the appraisal system is altered, or aspects of it re-named, progression will continue to operate based on the new equivalent of an Effective rating.
- c) At the five year anniversary at their current grade, the employee will automatically progress to the applicable five year pay step.

20.6.5 An employee who receives a commendable or excellent rating in their most recent performance appraisal will have more than achieved the minimum performance standard for pay progression. As a result they will, on their anniversary of appointment to their current grade, be moved to the appropriate salary step as per clause 20.5.3. In addition to this they may be eligible for a performance pay increase which is assessed at the end of each financial year.

High achievers can expect to move through the salary range and achieve the year five anniversary pay step in less than five years.

Where an employee has achieved the year six anniversary pay step for their grade, and receives a '4' or '5' rating following their end of year appraisal, their salary will be reviewed and consideration will be given to increase their salary beyond the year six anniversary pay step. This review will be completed after the end of the financial year.

Performance pay increases for employees rated a '4' or '5' will be paid effective from January of each year.

20.6.6 *Performance appraisal appeal procedure*

- i) You and the Bank agree that the formal performance appraisal system is an integral part of the salary review process. To maintain the integrity of the system, disagreements between you and the appraisers should be dealt with openly and you will not be prejudiced in any way during your employment for raising an objection.

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- ii) If you disagree with your appraisal rating, you will firstly raise the disagreement with your appraiser. You may be supported and assisted by a fellow employee of your choice or the union.
  - iii) If the disagreement remains unresolved, you may seek a meeting with the appraiser's reporting manager or People & Performance as appropriate. Nothing prevents you, at any stage of the review process, from applying the employment problem resolution process detailed in clause 42 (Employment Problem Resolution Process) of this agreement to resolve your concern.
  - iv) The Bank agrees to encourage employees to use this review process to ensure any disagreement is dealt with as quickly and openly as possible.

## **21. JOINT REVIEW COMMITTEE**

A Joint Review Committee comprised of equal numbers of representatives from Westpac and Finsec will convene at least twice a year to consider various matters in relation to the Competency based pay structure, under the Terms of Reference set out in the appended Memorandum of Understanding.

## **22. SALARY ON PROMOTION TO A HIGHER GRADE**

- 22.1 Definitions "Promotion" – assignment by the Bank to a higher grade.
- 22.2 On promotion, your salary will increase to the greatest of the following options:
  - The minimum salary applying to the higher grade; or
  - Your existing salary plus 5.25% p.a.; or
  - The 100% salary of the grade that you are being promoted from, provided that you have completed five years current continuous service in the same grade (this can be in one position, or a number of positions).

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## 23. HIGHER DUTIES ALLOWANCE (HDA)

### 23.1 *Definitions*

**“Relieving”** – performing duties of a higher grade position where incumbent is absent.

**“Acting”** – performing the duties of a higher grade position where there is no current incumbent.

**“Continuity”** – the continuity of a period of relieving or acting will not be broken by any absence on sick or approved leave not exceeding 15 consecutive working days, provided you resume relieving or acting in the same higher grade position following the absence. The period of absence will not be counted towards the period of 80 days as provided in clause 25 (80 Day Requirement).

- 23.2 If you are relieving or acting in a higher grade position for any period in excess of five consecutive working days, you will be paid at not less than the rate you would have received if you had been promoted to that higher grade.
- 23.3 If you are required to relieve away from your domiciled branch or are permanently undomiciled, and are relieving or acting in a higher grade position for any period of five consecutive working days or more, you will be paid the same rate as you would receive if promoted to that position.

- 23.4 If you relieve in a higher grade position for at least five consecutive working days and then immediately relieve or act in a different higher grade position for at least five consecutive days, you will be paid for each position separately at not less than the rate you would have received if you had been promoted to that higher grade.
- 23.5 Each period of acting will only count towards the 80 day upgrading provision of clause 25 (80 Day Requirement) following if the provisions are met for each position separately.
- 23.6 HDA will be calculated as being the difference between your existing salary and the greater of either the minimum salary applying to the higher grade position or your existing salary plus 5.25%.

## 24. 80 DAY REQUIREMENT

- 24.1 You will not be required to act for a total of 80 working days in any 12 month period, in positions covered by a grade which is higher than your assigned grade, without promotion to that higher grade. This will not prevent you being promoted after acting for a period of less than 80 days.
- 24.2 Only periods of acting in excess of five days will be counted towards the 80 day requirement. In the event that the 80 days has periods of acting in adjoining higher grades, you will be promoted to the lower of the grades.

# Leave Provisions

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The entitlements provided in the leave clauses in this part of the collective employment agreement replace and are not in addition to the provisions of the Holidays Act (2003).

## 25. ANNUAL LEAVE

- 25.1 You will be entitled to four weeks leave in respect of each full year's service to be taken in whole or in parts at a time or times acceptable to the Bank, having regard to the reasonable requirements of the Bank's business operations. For the purpose of this clause, 'period of service' will not include any periods of absence on leave without pay.
- 25.2 A leave roster for each branch or business unit will be prepared for each leave year. The roster will not be altered except for unforeseen circumstances such as sickness, transfers, etc. that may arise. Leave may, however, be changed by mutual consent of the parties concerned.
- 25.3 The Holidays Act (2003) shall apply where its provisions are in excess of this agreement.

## 26. BANK HOLIDAY LEAVE

In some circumstances you will be entitled to additional leave called Bank Holiday Leave. The circumstances which trigger entitlement to the above are detailed in the applicable business unit schedule of this agreement.

## 27. PUBLIC (OR STATUTORY) HOLIDAYS

- 27.1 You will receive a whole holiday on Christmas Day, Boxing Day, New Year's Day, 2nd January (or some other day in its place), Good Friday, Easter Monday, Anzac Day, Labour Day, birthday of the reigning Sovereign, Waitangi Day, Provincial anniversary day (or some other day in its place).
- 27.2 If you are transferred by the Bank from a branch or business unit in a province or district where the day of the anniversary of the province (or some other day in its place) has not been observed, to another branch or business unit in a province or district where the day of the anniversary of the province (or some other day in its place) has been observed, you will be entitled to one day's leave in lieu of the day of the anniversary of the province.
- 27.3 You will not be entitled to payment for any public holiday falling during an absence on leave without pay unless you have worked during the fortnight ending on the day of any of the holidays in subclause 27.1 of this clause.

## 28. LONG SERVICE LEAVE

- 28.1 You will be entitled to special leave as follows:
- One period of paid leave of three weeks after the completion of 15 years and before the completion of 25 years continuous service with the Bank;
  - One period of paid leave of four weeks after the completion of 25 years and before the completion of 35 years continuous service with the Bank;

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- One period of paid leave of five weeks after the completion of 35 years and before the completion of 40 years continuous service with the Bank;
  - One period of paid leave of six weeks after completion of 40 years with the Bank.
- 28.2 The provisions of this clause will not apply where the Bank, at its discretion, provides you with reward for long service which is not less favourable than this clause.
- 28.3 On termination, if you have taken Long Service Leave, the Bank may reduce any allowance to be paid by the amount of salary and taxable allowances paid to you during the Long Service Leave period.
- 28.4 Any leave must be taken in the period in which you have accumulated it, and prior to qualifying for any further Long Service Leave.
- 28.5 If you become entitled to Long Service Leave and leave your employment before the leave has been taken, you will be paid in lieu.
- 28.6 The special leave will be taken at a time mutually agreed between the Bank and you.
- 28.7 For the purposes of this clause, continuous service will not be broken if you have been absent from service under any extended parental absence policy, provided that the period of absence will not be counted towards accumulated service and you have not been employed by another employer during the period of absence.

## **29. SICK LEAVE AND COMPASSIONATE LEAVE**

- 29.1 On completion of one year's current continuous service with the Bank, you will be entitled to paid sick leave subject to the conditions of this clause, if you are unable to attend work on account of medical incapacity. Sick leave will be granted on a pro rata basis if you have completed less than a year's service.
- 29.2 You will be entitled to 10 working days sick leave per annum if you work five days a week. You will be granted a proportionally reduced annual entitlement if you work fewer than five days per week (but in any case no less than 5 days per year).
- 29.3 The Bank may require the production of a medical certificate for all absences on sick leave where your history of isolated sick leave absence concerns the Bank. The Bank will counsel you to establish whether there exists a satisfactory explanation for the incidence of absences before imposing the requirement.
- 29.4 You will ensure that notice is given to your supervisor or manager as soon as possible on the morning of each absence.
- 29.5 Unused sick leave will be accumulated for use up to a maximum of 75 working days. There will be no payment made for unused sick leave on termination of employment.
- 29.6 The 75 day maximum does not apply if you had a higher accumulation prior to 1 March 1987.
- 29.7 Where a work related injury causes a period of absence from work, the Bank may require you to seek a second medical opinion. This will be provided by a mutually agreed specialist. Any costs related to obtaining this second opinion will be

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- borne by the Bank.
- 29.8 The Bank may set a fixed leave year for the purposes of sick leave entitlement, provided that at the beginning of each sick leave year, the entitlement for that year that is credited to you is inclusive of unused sick leave accrued on a pro rata basis from the date of commencing employment during the previous leave year.
- 29.9 Sick pay entitlement does not accumulate on periods of leave without pay of eight weeks or more.
- 29.10 Where you have exhausted your paid sick leave entitlement you may request up to an additional 5 days of paid sick leave from your manager. Your manager may request supporting documentation, but will not unreasonably withhold agreement.

### **COMPASSIONATE LEAVE**

- 29.11 You may take up to 10 days non-cumulative compassionate leave per year as part of your sick leave entitlement, in the event of the illness of a partner, dependant or dependant's caregiver.
- A dependant is a person who is dependent upon the employee for care.
- 29.12 Subclauses 29.3 and 29.4 relating to sick leave entitlements apply.
- 29.13 You may take compassionate leave with approval of the employer (this must be obtained prior to commencement of the leave) for other circumstances which are of a crucial nature and relate to a medical condition or a personal emergency.

- 29.14 In addition to family leave entitlements under clause 31.19 you may take up to seven days non-cumulative family leave per year as part of your sick leave entitlement in the event of the birth or adoption of a child under the age of 5 years, to you or your partner.
- 29.15 Entitlements under clause 29.13 are not additional to any legal requirement for paid parental leave.

### **30. BEREAVEMENT LEAVE**

- 30.1 You will be entitled to up to 10 days paid leave on the death of your partner, your own or your partner's child, or your parent or guardian, and up to three days paid leave for the death of either your or your partner's brother, sister, grandparent, or grandchild.
- 30.2 Additional leave may be granted by mutual consent between yourself and the Bank where cultural obligations or travel requirements necessitate.
- 30.3 The Bank will consider favourably your request for bereavement leave of up to three days upon the death of a person with whom you have had a close association.

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### **31. PARENTAL LEAVE**

Parental leave shall be granted as per the following conditions and the Parental Leave and Employment Protection Act (1987) except the provisions of Parts I – V of the Act which will not apply.

#### ***Female Employees – Maternity Leave***

- 31.1 If you become pregnant, you will be entitled to a maximum of 52 continuous weeks leave without pay, provided you give three months notice to the Bank and have at least 12 months current continuous service at the time of commencing leave. You will not be entitled to maternity leave if less than 12 months has elapsed since last completing maternity leave.
- 31.2 The Bank will try to hold open or cover temporarily the position you held before going on leave but it may not be possible to hold open the same position given the operational needs of the Bank. In such cases, you will be entitled to resume work in a substantially similar position as you held before going on leave with the same salary and grading provided you give the Bank one month's notice.
- 31.3 A "substantially similar position" means in this clause: In the same location or location within reasonable commuting distance of the previous location and involving responsibilities and prospects broadly comparable to the last position.
- 31.4 Where you are in a specialist position, the Bank will consider this a key position. If the Bank cannot reasonably fill the position on a temporary basis, the position will be filled permanently. If it is not possible to keep the position open, the Bank will set out in writing prior to parental leave the reasons why and the criteria used by the Bank to determine the key nature of the position. If you disagree the position is key, then provisions of Part VII of the Parental Leave and Employment Protection Act 1987 apply.
- 31.5 If you are on maternity leave from a designated key position, you will be entitled at the end of your leave to a further 26 weeks preferential placement, during which time you will have first offer for any vacant positions. In such cases, the Bank may decide if you have the requisite skills and competencies for the available position.
- 31.6 The Bank may temporarily transfer you to alternative duties if you are unable to perform your work safely and adequately due to your pregnancy. Where this occurs, a substantially similar role will mean the position you ordinarily held prior to taking parental leave.
- 31.7 If you are taking no more than four weeks maternity leave, granted under subclause 31.1 of this clause, you will have an unconditional right to have your position kept open.
- 31.8 Special leave – you will be granted up to 10 days unpaid leave, for reasons related to your pregnancy.

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- 31.9 You will retain or attract any rights or privileges under this agreement. If you do not return to work from Parental Leave your resignation will be effective from the commencement date of your parental leave.
- 31.10 If you adopt an infant up to five years old, provisions of this subclause will apply, provided that you have given the Bank three months notice of intention to adopt and at least two weeks notice prior to the date you assume care of the child.
- 31.11 If, on the direction of a medical practitioner, you are required to begin maternity leave earlier than requested, your entitlement to 52 weeks unpaid leave will begin from the earlier date, provided that your overall leave will not be reduced by any leave taken before the birth in excess of 14 weeks.
- 31.12 You may take maternity leave the same time as your partner provided that the combined total of your leave does not exceed 52 weeks. Your leave will be reduced if your spouse takes more than 10 days granted family leave.

### ***Male Employees – Parental Leave***

- 31.13 As per subclause 31.1 provided that the leave is taken within the first 12 months following the birth of your partner's child.
- 31.14 Subclause 31.6 concerning inability to perform duties due to pregnancy does not apply.
- 31.15 Subclause 31.8 concerning special leave does not apply.
- 31.16 Subclause 31.11 concerning requirement to begin leave before the birth does not apply.
- 31.17 All other maternity leave provisions apply.

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### ***Family Leave***

- 31.18 Family leave will be granted, when you become a parent either through birth or adoption provided you advise the Bank of your intention to take the leave at least one month prior to the date of birth or two weeks before you assume care of a child with a view to adopting.
- 31.19 On the birth of a child to you or your partner, or adoption of a child under the age of five, you will be entitled to:
- For each child, three days paid leave. For each child, up to seven days unpaid leave if you have not utilised special leave under subclause 31.8.
- Please refer to clause 29.14 (Sick Leave and Compassionate Leave) for further entitlements. The entitlements under this section are not additional to any legal requirement for paid parental leave.
- 31.20 Family leave must be taken in one continuous period within three weeks before or after the birth or adoption.
- 31.21 If you elect to take parental leave, the first three days will be designated family leave and be paid for under this clause.

### **32. LEAVE IN LIEU OF TRAVELLING TIME**

If you are required to travel, other than to or from your normal place of work, then you will be entitled to paid leave during the following times:

- 32.1 Equivalent day's leave in lieu if you do not travel on a normal working day.
- 32.2 One day's leave in lieu if you travel for more than four hours between 6.30pm on a normal working day and 8am the following day, or after 1.30pm on a bank half holiday.
- 32.3 Half a day's leave in lieu if you travel for more than two hours and less than four hours between 6.30pm on a normal working day and 8am the following day provided that you will not be entitled to leave in respect of more than one of the contingencies above in any 24 hour period from midnight to midnight. For the purpose of calculating the time travelled, you will have completed your journey when you reach your place of abode to where you must proceed directly.
- 32.4 If you travel by any means other than the most expeditious available, you will be entitled to the additional leave as provided by this clause in respect of time involved in the most expeditious means of travel available.

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### **33. TRAVELLING EXPENSES AND TEMPORARY DUTY AWAY FROM HOME**

- 33.1 You will be entitled to reimbursement, on presentation of receipts and vouchers, for all actual expenses reasonably and properly incurred by you in the course of undertaking the Bank's business when travelling within New Zealand under instruction from the Bank.
- 33.2 Where you are required to temporarily undertake duties within New Zealand which require you to stay overnight away from your normal place of residence, you will be entitled to travel home to your normal place of residence each weekend at the Bank's expense.
- 33.3 When you travel to your normal place of residence under the provisions of sub clause 33.2 such travel shall be undertaken outside normal hours of work, or at such times as is mutually agreed, and will not be counted as time worked.

### **34. MILEAGE ALLOWANCE**

- 34.1 Where you are authorised to provide and use your own car in connection with the bank's business, you will be paid reimbursement at the published IRD rate.
- 34.2 You will be entitled, if you are not a shift worker, to mileage allowance or a taxi fare where you are required to work on:
- emergency call out not prearranged
  - overtime on the weekends or holiday
  - at times when public transport is not available.

### **35. TRANSFERS**

Consistent with the need to manage the business in an efficient and profitable manner and to be able to provide for individual growth opportunities and career development, the employer may transfer any employee to any branch or office where the new position is the same, comparable or a higher graded position and the location is within reasonable commuting distance of the employee's place of residence.

- 35.1 Where you accept a Bank initiated transfer involving a change of residence to another location, you will be given not less than four weeks written notice of transfer by the Bank. A lesser period of notice may be given by mutual agreement.
- 35.2 You will be paid the following personal expenses:
- 35.2.1 All reasonable costs of packing and removing your furniture, furnishings and effects (including motor vehicles, boats, caravans and trailers) and domestic pets to your new place of residence.
- 35.2.2 The cost of adequately insuring your furniture, furnishings and effects during the removal.
- 35.2.3 Storage charges for a reasonable period and any additional insurance costs relating to the storage.
- 35.2.4 Pet boarding charges for a reasonable period.
- 35.2.5 Stamp duties, legal fees, land agent fees, valuation (where requested by the Bank) in connection with the sale and/or purchase of a private residence for your own occupation.

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35.2.6 The reimbursement of the cost of official school uniforms (excluding footwear) for every dependent school age child against actual receipts up to \$547 for each child.

35.2.7 Reimbursement of expenses in terms of clause 33 (Travelling Expenses and Temporary Duty Away From Home).

35.2.8 The payment of all accommodation costs for employee and accompanying dependants up to a maximum of 28 days or until the pre-transfer home is sold, whichever occurs first. If you did not own a home prior to your transfer, then full accommodation costs for up to seven days at your new location will be paid.

Payment of costs for a maximum of 28 days in all circumstances will be met by the Bank, however it must be acknowledged that a portion of any payment made by the Bank may be taxable in certain circumstances, in the hands of the employee.

35.2.9 If moving to a private residence a cash allowance of:

- \$2,417 for an employee accompanied by a partner/spouse, or
- \$1,210 for a single employee (not accompanied by a partner or spouse), plus
- \$286 for each dependent child under 18 accompanying you.

35.2.10 If moving to a residence provided by the Bank a cash allowance of:

- \$1,396 for an employee accompanied by a partner/spouse, or
- \$1,210 for a single employee (not accompanied by a partner or spouse), plus
- \$286 for each dependent child under 18 accompanying you.

35.2.11 The cash allowances specified in subclauses 35.2.9 and 35.2.10 will only be paid to the employee upon receipt by the Bank of a declaration from the employee that expenditure has been incurred on transfer related costs within three months after moving into permanent residence at the new location. Any taxation liability incurred as a result of being unable to provide such a declaration would be the responsibility of the employee. An example of allowable costs as defined by the Inland Revenue Department is available on request.

35.2.12 Any payments for personal expenses will be at the sole discretion of the Bank if you have transferred at your own request.

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### **36. STANDBY AND CALL OUTS**

In some circumstances you will be entitled to payment for standby and/or call outs.

The circumstances which trigger entitlement to the above and the rates of payment are detailed in the applicable business unit schedule of this agreement.

### **37. SERVICING AND SECURITY PROCEDURES FOR ATMS AND CASH DISPENSERS**

These procedures shall apply to the servicing of all ATMs and cash dispensers.

37.1 For the purpose of this clause:

- 37.1.1 A “remote” ATM is an ATM which is not located in a Bank or on the outside wall of a Bank.
- 37.1.2 A “through the wall” ATM is an ATM which is mounted in the outside wall of the Bank.
- 37.1.3 A “Cash dispenser” or “in branch” ATM is any machine whose function is to dispense cash within a Bank but is not an ATM as defined in paragraphs 37.1.1 and 37.1.2 above.

37.2 Where a “through the wall” or “in branch” ATM, which is enclosed from public access, is to be serviced it will be serviced as follows:

- 37.2.1 Servicing during the hours of 8am and 6pm while the employees are on the bank premises, shall require the presence of two employees.

37.2.2 For servicing other than provided for in 37.2.1 the provisions of clause 36 (Standby and Call outs) of this agreement shall apply.

37.3 Where a “through the wall” ATM or “in branch” ATM, which is not enclosed from public access, or a cash dispenser which is situated inside a banking chamber, it will be serviced as follows:

37.3.1 Servicing to alleviate card jams, machine malfunctions etc. can be undertaken by two employees at any time, but there shall be no cash replenishment during normal customer opening hours unless a security officer is present or the branch is temporarily closed.

37.3.2 Cash replenishment can only be undertaken during normal business hours when an ATM has been filled with cash or checked for adequate cash holding outside of customer opening hours and exceptional demand has emptied the cash holding during that day. Such servicing shall be undertaken while the branch is temporarily closed, or by two employees in the presence of a security officer.

37.3.3 For servicing other than between the hours of 8am to 6pm: The provisions of clause 36 (Standby and Call outs) of this agreement will apply.

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37.4 In the interest of staff safety:

Where a “remote” ATM is to be serviced, it shall be undertaken by a security firm. However, where a “remote” ATM is mounted through the wall and the servicing access within the confines of an area locked and secured from public access which meets agreed safety requirements then it may be serviced subject to the following requirements:

- 37.4.1 For servicing between the hours of 8am and 6pm on normal business days:
  - 37.4.1.1 Carriage of cash will be undertaken by recognised cash carrying companies and shall arrive separately from the employees.
  - 37.4.1.2 Where a servicing request is made which requires the employee to leave his/her normal place of work, the Bank shall convey the employee at the Bank’s expense to and from the employee’s normal place of work.
- 37.4.2 On Saturdays, Sundays and statutory holidays and for servicing outside the hours of 8am and 6pm on normal business days:
  - 37.4.2.1 The provisions of clause 36 (Standby and Callouts) of this agreement shall apply.
  - 37.4.2.2 Carriage of cash shall be undertaken by a recognised cash carrying company and shall arrive separately from the employee.

# Termination of Employment

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## 38. NOTICE PROVISIONS

- 38.1 An employee's employment may be terminated by either the employee or the employer giving at any time after the commencement date of this agreement four weeks prior written notice. You may be given four weeks pay in lieu of notice by the bank, or four weeks pay in lieu of notice may be forfeited by yourself to the bank, if you fail to give the required notice.
- 38.2 Notice is not required to be given by either the Bank or the employee, when the employment is being terminated due to the expiry of a fixed term employment agreement.

## 39. TERMINATION DUE TO POOR PERFORMANCE

- 39.1 Where you do not attain, and maintain, the required standard of competent performance as set by the Bank, then you can expect to be formally counselled and formally warned:
- 39.1.1 That your current performance is below the competent standards required by the Bank; such an assessment will be made by evaluation of your performance against previously agreed, written performance objectives.
- 39.1.2 That your current performance is unacceptable and cannot be allowed to continue unaddressed.

- 39.1.3 The Bank seeks an immediate improvement in performance up to the required competent standard.
- 39.1.4 The Bank undertakes to give you all the necessary training, encouragement and mentor assistance (plus any other form of assistance which may be required from time to time) to enable you to attain, and maintain, the required standard of performance.
- 39.1.5 The Bank will determine a reasonable time frame in which you are to attain, and maintain, the required standard of performance.
- 39.1.6 Failure to attain, and maintain, the required standard of performance may result in further formal counselling, final warning or termination of your employment, as may be appropriate in circumstances.
- 39.2 The above procedure is not an exclusive listing of how the Bank will manage unsatisfactory performance. You should familiarise yourself with bank policy documents relating to the management of performance.
- 39.3 The Bank undertakes to address all instances of unsatisfactory performance in a wholly fair and reasonable manner at all times.
- 39.4 In any instance in which the Bank initiates this procedure, the Bank will advise Finsec that the procedure has been invoked.
- 39.5 Nothing in this clause shall affect in any way, the Bank's right to summarily dismiss you for misconduct, willful disobedience or neglect of duty.

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#### 40. ABANDONMENT OF EMPLOYMENT

- 40.1 Where an employee is absent from work for more than four consecutive working days without notification to the Bank, s/ he shall be deemed to have terminated their employment with the Bank without notice.
- 40.2 It is the duty of the Bank during the period of absence to make all reasonable efforts to contact the employee.
- 40.3 If the employee has not been able to either contact the Bank, or be contacted by the Bank, through no fault of their own, then they shall not be deemed to have abandoned their employment through the operation of this clause.
- 40.4 Any dispute regarding the operation of this clause shall be resolved by using the employment problem resolution process set out in clause 43 (Employment Problem Resolution Process) and schedule E of this agreement.

#### 41. REDUNDANCY AND REDEPLOYMENT

If you are a permanent staff member and your position is or will become redundant as defined in clause 41.1 you will be entitled to the following provisions:

##### 41.1 Definitions

**“Redundancy”** means a situation where your employment is terminated due, wholly or mainly to the fact that your position is, or will become, superfluous to the needs of the Bank due to the cessation of any part of the Bank’s operations, restructuring or reorganising. If you are engaged for a fixed term, you will not be redundant at the scheduled completion of the period of employment.

**“One week’s salary”** means 50% of the basic fortnightly salary, plus any shift allowance and weekend penal payments, averaged over three pay periods worked immediately prior to the date of termination of employment.

**“A directly comparable position”** means a position which has the same grade and salary and is in the same location or at another location within reasonable commuting distance of your place of residence.

**“Date of termination of employment”** means your last day of duty.

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## 41.2 Redeployment

- 41.2.1 Before you are made redundant, the Bank will examine all alternative job options and make every reasonable endeavour to offer at least one alternative job. Any offer will be made in writing and include information on the location, grade and principal duties of the job.
- 41.2.2 You will have at least 10 days to decide upon the offer. If you decline a directly comparable position you may be made redundant but will not be entitled to any redundancy compensation.
- 41.2.3 As an alternative to redundancy, the Bank may offer you the option of continuing employment at a lower grade.
- 41.2.4 Where you are offered a lower graded position under the provisions of clause 41.2.3 you will be offered the same salary as you currently enjoy if your salary fits within the salary range for the new position. If your salary is above the salary range for the new position, you will be offered the maximum attainable salary for that grade.
- 41.2.5 Where you are offered an alternative position at a lower grade or salary, change in residence, or a change in duties significant enough as to be unreasonable, taking into account your skills and abilities, you will be entitled to redundancy compensation if you decline the offer.

- 41.2.6 Where you are offered an alternative position which involves a change in working hours which would place an unreasonable imposition on your personal circumstances, in terms of your domestic responsibilities including the care of dependants, you will be entitled to redundancy compensation if you decline the offer.
- 41.2.7 If you accept a job within the Bank which requires a change of residence, you will be entitled to the same provisions as an employee who is transferred at the Bank's request.

## 41.3 Notice

- 41.3.1 You will receive a minimum of six weeks written notice or payment in lieu thereof. Any payment of redundancy compensation will depend on you remaining at work and performing your assigned duties as required until the expiry of the period of notice. The union will be notified at the same time that notice is given to you.
- 41.3.2 If you are offered a job option as stated above in subclause 41.2, the period of notice may be deemed to have started on the date on which the job option was offered.

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- 41.3.3 If you are issued with notice of redundancy, you will be allowed a reasonable amount of time off to attend interviews for other employment without loss of pay, provided you obtain the prior consent of the Bank, which will not be unreasonably withheld.
- 41.3.4 If you receive notice of redundancy and find alternative employment during the period of notice, you may by mutual consent with the Bank which will not be unreasonably withheld, terminate your employment prior to the period of notice without forfeiting entitlement to redundancy compensation. The unworked period of notice will not be paid.
- 41.4 Compensation The following payments will apply:
- Seven weeks salary for the first year or part year of service.
  - Four weeks salary for the second to 10th consecutive years of continuous service.
  - Three weeks salary for the 11th to 16th consecutive years of continuous service.
  - Two weeks salary for each subsequent consecutive year of service to a maximum of 25 years.
  - Pro-rated payment for each completed month of service in the final part year of service. This pro-rating does not apply where staff have completed less than one year's service with the bank.
  - Payment will be made for any outstanding annual leave and long service leave.

#### 41.5 Staff Loans

- 41.5.1 You may continue existing staff loans on concessional 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 loan facilities will also apply during this nine month period.
- 41.5.2 At your request, the Bank will refinance these loans, subject to normal customer lending criteria applicable at the time. Loans are to be repaid or refinanced by the expiry of the nine month period.

#### 41.6 Superannuation

If you are a member of any of the Bank's staff superannuation schemes, you will be entitled to benefits in terms of the rules of the scheme.

#### 41.7 Medical Benefits

If you are a member of the staff medical benefit scheme, you will be entitled to claim any admissible medical expenses up to the date of termination of employment.

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#### 41.8 Leave Without Pay

- 41.8.1 The provisions of this clause will apply if you are on parental, or other leave of absence, and have previously been advised that a position will be held open, and advise the Bank that you want to return to work at the end of the period of leave, and the Bank advises that a position will not be available for you due to redundancy.
- 41.8.2 In such a case, the provisions of this clause will be applied on the basis that you were made redundant as at the date that you commenced leave, provided that the period of leave up to the date of receipt of notice of redundancy will count toward total service for the purpose of calculating a payment of redundancy compensation.

#### 41.9 Stopwork Meetings

The union will be entitled to one paid stopwork meeting of not more than one hour's duration, if notice of redundancy has been given to staff employed there.

#### 41.10 Transfer of Undertakings and Employee Protection

- 41.10.1 Where the Company proposes to sell, transfer or outsource the whole or part of the Company's business, the Company shall engage in a consultation process with the potentially affected employees, unless there is a good reason to maintain confidentiality of the information. The proposal will be communicated to these employees and they will be invited to provide feedback which will be considered prior to any decision being made to proceed with the proposal.
- 41.10.2 The Company undertakes to negotiate with the new employer, any matters relating to the transfer of undertakings with the view to preserving employment for the maximum number of staff. Redundancy will not occur when part or all of the employer's business is sold, or where the employer transfers the employee to an associated subsidiary organisation operating as a separate legal entity, and the employee is offered on-going employment including superannuation and redundancy provisions on no less favourable (or better) terms and conditions and the service of the employee is agreed to be treated as continuous.

*Note: An employee engaged for a fixed term of employment shall not be deemed to be redundant at the scheduled completion of that period.*

# Miscellaneous Provisions

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## **42. EMPLOYMENT PROBLEM RESOLUTION PROCESS**

- 42.1 You and the Bank agree that it is in the parties' best interests to resolve any employment relationship problem promptly and efficiently. You undertake to bring the problem to the attention of the Bank who will investigate immediately and confidentially.
- 42.2 Should it not be possible to resolve the employment relationship problem it will be dealt with in accordance with the procedures set out in the Employment Relations Act 2000.
- 42.3 The Labour Department explanation of how to resolve employment relationship problems is set out in schedule E of this agreement.

## **43. STATEMENT OF INTENT: OCCUPATIONAL HEALTH AND SAFETY**

- 43.1 It is in the mutual interest of you and the Bank that the Bank provides, with regard to all of its buildings, machinery, manual and electronic equipment, policies, procedures and regulations, a working environment which is occupationally safe and that the Bank conforms to relevant internal and external standards, policies, codes of practice, statutes and regulations.
- 43.2 If you believe that any of the above are not being complied with or adhered to, then you should bring such non-compliance to the notice of the Bank for immediate attention.

- 43.3 It is the joint responsibility of the Bank to provide correct tools and equipment and to provide training and for you to use the tools and equipment as instructed and to exercise due care and diligence in carrying out your duties.
- 43.4 One of the principal occupational hazards is Occupational Overuse Syndrome (O.O.S.). You will not be required to operate a keyboard for more than 50 minutes continuously without a break of at least 10 minutes for the purpose of performing other non-keyboard duties.
- 43.5 You and the Bank recognise the importance of providing a secure banking environment, supporting staff after armed hold ups and providing regular staff training on security matters. In any situation where branch staff are perceived to be at risk the Bank will remain closed until the issues are addressed in terms of Bank policy.

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#### **44. FINSEC STOP WORK MEETINGS, DELEGATE ELECTION MEETINGS & ACCESS**

- 44.1 Authorised officers of Finsec may access Westpac premises to undertake union business including but not limited to:
- Discussing any matters or problems arising out of the application of this employment agreement;
  - Dissemination of information to Finsec members;
  - The recruitment of non-members.

The Parties acknowledge that by its nature access causes a degree of disruption to normal business operations. Access requires flexibility from both parties and should not cause unreasonable disruption to normal business operations. In accessing Westpac premises, Finsec will have regard to:

- The degree of disruption to normal business operations;
  - The length of any intended meeting or meetings;
  - Whether or not prior notice has been given.
- 44.2 Subject to the Bank's consent, which will not be unreasonably withheld, you will be entitled to attend up to two stop work meetings per calendar year, subject to the following conditions:
- Paid absence from work will not exceed two hours and will require a certificate of attendance from the employee.
  - The meetings will not be held on Bank premises without the consent of the Bank.

Westpac will make all reasonable endeavours to ensure that all union members can be released to attend these meetings, provided that normal business operations are not unreasonably disrupted.

At least 14 days notice of intention to hold such a meeting shall be given by Finsec to the Bank.

- 44.3 Finsec may hold one ½ hour meeting per site annually for the purpose of electing union delegates.

#### **45. ELECTED FINSEC DELEGATES**

Elected Finsec union councillors/delegates shall be allowed reasonable time during working hours to fulfil their responsibilities provided such functions do not unreasonably interfere with the performance of their normal work 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 with-out Finsec officials or representatives.

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#### **46. DEDUCTION OF UNION FEES**

Where you are a member of Finsec, the Bank may agree to deduct union subscriptions from your fortnightly salary at your written request.

#### **47. EXECUTION BY THE PARTIES**

Signed on behalf of Westpac New Zealand Limited:

*George Frazis, Chief Executive*



Signed Date \_\_\_\_\_

Signed on behalf of FINSEC:

*Michael Wood, Finsec National Organiser*



Signed Date \_\_\_\_\_

# Schedules

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## **SCHEDULE A**

### **LIST OF BUSINESS UNITS REFERRED TO IN CLAUSE 2 (COVERAGE)**

NZ Retail, excluding Marketing and NZ Retail Support and including Private & Priority Banking, Retail Technical Trainers and the Broker Unit.

- The following areas of NZ Operations: Collections, including Account Management Centres, Lending Support, Business Support, Securitisation Support, 3rd Party Lending, Transaction Operation Centres, Account Services, Item Processing, Broker Support, MSL.
- The following areas of Cards Services: Card Operations, Operations Support (including Micro-graphics, Reception and Mailroom), Applications Assessment – Risk Fraud, prior to 1 November 2004, Merchant Operations, Cardholder Services (including Correspondence), Settlement and Control, Change Management, Products, MIS, Phone Assist, Cards, Call Centres, Sales Direct. Where business areas are renamed coverage under this agreement shall continue. Where new business areas are created, the parties shall meet to determine whether or not this agreement covers those areas.

## **SCHEDULE B**

### **DUTIES OF THE EMPLOYEE**

I \_\_\_\_\_  
hereby declare that during the continuance of my employment, I shall:

- (a) diligently and faithfully carry out the duties relating to my position as specified from time to time, and use the best endeavours to promote and protect the direct and indirect interests of the Bank;
- (b) promptly carry out and comply with all lawful instructions given by an authorised officer concerning the business of the Bank;
- (c) devote the whole of my time and attention to the performance of duties during normal working hours and at such other times as may be reasonably necessary;
- (d) provide my services outside Hours of Work as may be reasonably required or necessary for the performance of my duties;
- (e) not participate, be employed, or be engaged or be directly or indirectly interested in any business which may directly compete in any material respect with the business of the Group, except with the prior written consent of the Bank. I shall also comply with any general policy of the Bank for employees in this regard;
- (f) agree to observe the terms of the Bank's Code of Conduct and Personnel Policies relating to my employment;
- (g) agree to observe and be bound by the Declaration of Secrecy as detailed in schedule C of this agreement;

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- (h) comply with the Bank's policies and directions with the degree of honesty and integrity which the Bank expects of its employees;
  - (i) familiarise myself with the Bank's procedures and practices relating to insider trading. Insider trading of any form is strictly prohibited. The matter should be discussed with an authorised officer if I am unsure as to whether my actions constitute insider trading;
  - (j) agree that the copyright title and all other intellectual property rights in relation to any of my original work during their employment shall be the property of the Bank.

#### **PROPERTY**

Unless specifically instructed or permitted by an authorised officer:

- (k) not embezzle, use as my own, or unlawfully take or receive any property of the Bank, or of any other party the Bank has dealings with;
- (l) not take, copy, use, access, or assist anyone else to take, copy, use, access for any personal purpose or gain, any document, statement or information of any kind whatsoever belonging to the Bank or its customers, or any other party the Bank has dealings with;
- (m) not cancel, alter, or destroy any part of documents, papers, or records belonging to the Bank or its customers, or any other party the Bank has dealings with;
- (n) return any/everything and any copies in their custody or

possession which belongs to the Bank or which relates to the Bank whenever an authorised officer instructs and on termination will return everything in my custody or possession and any copies which belongs to the Bank or relates to the Bank's business.

If I breach any part of clauses (j) to (m) and as a result the Bank or any of its customers, or any other party the Bank has dealings with, suffers any loss, damage or expense, then I will be personally liable for making good that loss or damage or for reimbursing that expense.

#### **INTERPRETATION**

- (o) headings are inserted for convenience only;
- (p) the singular includes the plural and vice versa;
- (q) references to any document (however described) shall be deemed to include references to such document as modified, supplemented, varied or replaced from time to time;
- (r) references to the Bank includes all related corporations of the Bank;
- (s) where a reference to the "Bank" or "authorised officer" is made in relation to the giving of instructions, such references will include such proper senior employees and officers of the Bank authorised to give the instructions.

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**SCHEDULE C  
DECLARATION OF SECRECY**

I \_\_\_\_\_  
do solemnly and sincerely declare that I will faithfully and honestly keep secret the affairs and concerns of the Westpac Banking Corporation and its subsidiaries and their transactions in business with their respective customers and the nature and particulars of the accounts of the several customers during my connection with the Bank and after the termination thereof and that I will not reveal or make known any of the matters affairs or concerns which may come to my knowledge as an officer of the Bank to any person or persons whomsoever except in the course and in the performance of my duties or under compulsion or obligation of law or when officially required so to do so by an authorised officer of the Bank or by the Auditors for the time being.

Signed Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE D  
VARIATION OF AGREEMENT**

*(Photocopy this form – do not remove  
from agreement)*

This schedule specifies the details of variation to this agreement made by agreement between the Bank and the employees who are directly affected.

1. Effective date of this variation
2. Details of variation (continue on separate page if necessary)
3. Bank's agreement to this variation

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

4. Finsec's agreement to this variation

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## SCHEDULE E

### LABOUR DEPARTMENT EMPLOYMENT PROBLEM RESOLUTION PROCESS

#### FIRST STEPS FOR SOLVING A WORKPLACE PROBLEM

If problems do arise, employers and employees should try to solve the problem themselves. This will save time later in the process even if the problem is not solved immediately. The following steps are suggested.

##### 1. BE CLEAR ABOUT THE FACTS

Make sure that what you think has happened or is happening is not just based on an assumption or a misunderstanding.

##### 2. TALK TO EACH OTHER

Employers and employees should try to resolve the problem by discussing it with each other. Both parties are responsible for this. Union members can ask their union, and employers can ask their employers' association, to approach the other party for them.

##### 3. CLARIFY WHETHER YOU STILL HAVE A PROBLEM, AND IF SO, WHAT IT IS

Don't delay this step. Discuss the problem with your family or friends or advisers to clarify what the problem actually is. You will need to find out what the law is and/or what your employment agreement says. You can:

- contact Employment Relations Infoline:
- Call free 0800 800 863

- Visit the website at [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) get pamphlets from Employment Relations Service offices talk to your union, your employers' association, a lawyer, community law office or employment relations consultant.

If the problem is not resolved by discussion, either party may:

- contact Employment Relations Infoline, who may provide information and/or refer you to mediation.
- participate in mediation provided by the Employment Relations Service (or the parties may agree to get their own mediator).
- choose to have the mediator provided by the Employment Relations Service decide the matter for you, and if so, that decision will be binding.
- take the problem to the Employment Relations Authority for a decision, and if not satisfied with a determination of the Authority, go to the Employment Court for a judicial hearing.

##### 4. DO YOU NEED A REPRESENTATIVE?

In any workplace problem, employers and employees have the right to be represented by any person or organisation they choose, such as a union, an employers' association, a lawyer, a community law office, an employment relations advocate or a friend.

#### TAKING THINGS FURTHER

##### ***Dismissal or unfair treatment: personal grievances***

The Employment Relations Act gives all employees the right to pursue a personal grievance if they think they have been:

- unjustifiably dismissed

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- disadvantaged by an unjustifiable action by their employer
  - discriminated against on the basis of their colour, race, ethnic or national origins, sex, marital or family status, age, disability, religious or ethical belief, political opinion, employment status, sexual orientation, or involvement in union activities
  - sexually or racially harassed at work
  - subjected to duress because of their membership or non-membership of a union.

Employees who believe they have a personal grievance should follow the “first steps” on the previous page for solving workplace problems. However, some special requirements apply to personal grievances.

Employees must raise their personal grievance with the employer, and say that they want something done about it. Employees must do this within 90 days of the action complained of, or the date they became aware of it, whichever is the later. If the employer is not told about the grievance within 90 days, the employer need not consider it unless the Employment Relations Authority accepts that the delay was caused by exceptional circumstances.

Employees who have been dismissed may ask the employer for a written statement of the reasons for dismissal. They must do this within 60 days after the dismissal or after the date they became aware of it, whichever is the later. The employer must give the statement to the employee within 14 days after being asked.

In some situations, such as discrimination or sexual or racial harassment, employees can choose either to pursue a personal grievance to the Employment Relations Authority or to complain under the Human Rights Act (1993). They cannot use both

procedures for the same complaint.

Employees may not start a personal grievance in the Employment Relations Authority more than three years after raising it with the employer.

### ***Rights under employment agreements***

If employers or employees believe that their employment agreement has been breached or changed without their agreement, they should follow the “first steps” on the previous page for solving workplace problems. If it is a collective agreement, they must ensure that all the union and employer parties know about the problem.

If these steps do not work, they can take one of these actions:

- If there is disagreement about what the agreement means, or how it should be applied or operated, they can approach the Employment Relations Authority to decide for them.
- If there is no disagreement about what the agreement says, one party can ask the Employment Relations Authority to order the other party to keep to the agreement.
- If one party believes the other party has breached the agreement, that party can ask the Employment Relations Authority to deal with the breach.

### ***Breach of employment law***

If an employer has breached any law affecting the employment relationship, employees should follow the “first steps” on the previous page for solving workplace problems. If that does not work, employees or unions can:

- apply to the Employment Relations Authority for a compliance

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order if the employee believes the employer has breached the Employment Relations Act in relation to such matters as union access to workplaces, union meetings, informing new employees about their rights, providing reasons for dismissals, getting the work of striking workers done by other workers, keeping time and wages records or obligations to deal with each other in good faith

- apply to the Employment Relations Authority for a penalty action if the employee believes the employer has breached the Act in relation to any of these matters, except good faith or providing reasons for dismissal
- ask a Labour Inspector to investigate the matter on their behalf, if the employer has breached laws such as the Minimum Wage Act (1983) or the Holidays Act (2003).

### **LABOUR INSPECTORS**

Labour Inspectors can enforce the laws that relate to certain statutory minimum entitlements, such as annual leave, sick leave, public holidays and minimum wages. If it appears that an employer has breached any of these laws, employees can ask a Labour Inspector to investigate the matter on their behalf, or they can take an action themselves. Contact Employment Relations Infoline for more information.

### **APPROACHING A MEDIATOR**

Mediators are employed by the Employment Relations Service to help employers and employees resolve their employment relationship problems quickly and effectively. Their first priority is to prevent

problems arising or help the parties resolve them for themselves, by providing information and advice. If employers and employees cannot resolve problems themselves, they can ask the Employment Relations Service to provide mediation.

Mediators will respond to requests for help in the way that they think is most appropriate to the case and most effective in solving the problem quickly. They may bring the parties together to help them work through the issues, or may use telephone, fax or email to do this.

If the parties reach a settlement, they can ask the mediator to sign it. The settlement then becomes final and binding.

If the parties cannot reach a settlement:

- they can ask the mediator, in writing, to make a decision. This decision becomes final and binding
- either party can take the problem to the Employment Relations Authority. Contact Employment Relations Infoline for details of the mediator's office in your area.

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**SCHEDULE F**  
**JOB GRADING APPEAL**

*(Photocopy this form – do not remove from agreement) This form is to be completed by job holder*

Name: \_\_\_\_\_ Salary no: \_\_\_\_\_

Department or Branch: \_\_\_\_\_ Job title: \_\_\_\_\_

Existing grade of position: \_\_\_\_\_ Date position assumed: \_\_\_\_\_

Grounds for Appeal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I attach completed job description form, and set out the grounds on which my appeal is based.

*(If insufficient space for details for your appeal, please attach additional sheets as required).*

Job holder's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Submit this form, and all relevant attachments, to your manager for on-forwarding to a People Consultant.

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**SCHEDULE G:  
COMPETENCY BASED SALARY PROGRESSION  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding outlines several areas of ongoing engagement between the parties in relation to the implementation and ongoing administration of the proposed Competency based pay structure:

**JOINT REVIEW COMMITTEE**

The Joint Review Committee will have representatives from both Finsec and Westpac New Zealand Limited who are trained in the Competency based pay structure. The Committee will meet at least twice per year, and have responsibility for:

- Monitoring the application of the system, including the number of employees being rated as competent.
- Investigating any irregularities (ie: a specific job role in which an excessively high or low number of employees are rated as competent).
- Recommending changes to the way that competencies are assessed.

- The Committee will be fully consulted on any changes to existing competencies and the development of new competencies. Consultation will include, as a minimum:
  - the opportunity, before implementation, to examine and provide feedback on any proposed changes to existing competencies or the development of new competencies; and
  - genuine consideration of Committee feedback; and
  - A full response from Westpac to Committee feedback, including reasons why the feedback has not been adopted if this is the case.
- Collaboratively working to develop possible improvements to the model.
- Analysing appeals made against competency assessments and potentially making recommendations to Westpac based on this analysis.
- Being a final appeals body who can make recommendations to the relevant General Manager in regard to the appropriate course of action when a staff member contests their competency assessment.

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## TECHNICAL COMPETENCE

The majority of roles will have transitioned to competency based pay by 1 April 2010. Westpac will continue to develop competency assessments for all CEA covered roles, except where the number of positions in role is so small that it is clearly impractical to do so. In these cases, Westpac will consult with Finsec and come to an agreement about the best way of managing assessment and pay progression for these roles

The Westpac/Finsec Joint Review Committee will meet at least twice per year to review the threshold for attaining technical competence, which is set at the following levels for all roles operating under the competency based pay model as at 1 August 2009:

- Compliance - 85%
- Task Performance - 85%
- Product Knowledge - 80%
- Customer Advocacy - 80%

The thresholds for roles transitioning to competency based pay after 1 August 2009 will be set by the Joint Review Committee in line with the criteria contained in points i-iii of this Memorandum below.

Any changes to the thresholds must be agreed on by the Joint Review Committee. In considering where the threshold should be set, the Committee will apply the following:

- i) Data collected from technical competency assessments of the previous six months.
- ii) Maintenance of a threshold that, based on the available data, ensures that at least 85% of Finsec members are likely to continue to attain Technical Competence.
- iii) A mutual desire to see the level of staff learning and capability increase.

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## **BUSINESS UNIT SCHEDULE 1**

### **1. APPLICATION OF SCHEDULE**

Business Unit Schedule 1 applies to:

- Staff employed prior to 1 January 2005 in NZ Retail (excluding Marketing and NZ Retail Support), Private & Priority Banking, Retail Technical Trainers and the Broker Unit.\*\*
- Staff employed on or after 1 January 2005 in NZ Retail (excluding Marketing and NZ Retail Support), Private & Priority Banking, Retail Technical Trainers and the Broker Unit, where weekend work does not form part of the employees normal operating hours.\*\*
- Staff employed in the following parts of NZ Operations prior to 27 April 2002, whilst they remain employed in their current role and/or business unit:\*\*
- Collections, including Account Management Centres
- Lending Support
- Business Support
- Securitisation Support
- 3rd Party Lending
- Account Services
- Item Processing
- Broker Support.

\*\* unless the employee voluntarily elects to transfer to business unit schedule 2 of this agreement. Employees in NZ Retail can only transfer to business unit schedule 2 where it is agreed weekend work will form part of the employees normal operating hours. Once that transfer has been made, there is no ability to transfer back to this business unit schedule unless you are in NZ Retail and the transfer is mutually agreed as a component of change of hours of work under the provision of clause 7.1 of the main body of the Collective.

### **2. ORDINARY HOURS OF WORK**

Ordinary hours of work are to be worked on not more than any five days of the week, Monday to Friday inclusive between the hours of 7am to 9pm, and Saturday and/or Sunday between the hours of 8am and 5pm.

### **3. OVERTIME PAYMENT RATES**

All hours worked beyond the standard daily hours (7.5 hours) or standard weekly hours (37.5 hours), and which have been authorised by the Bank, shall be paid at:

- T1.5 Monday to Friday for the first three hours of overtime each day and T2 thereafter
- T1.5 Saturday for the first five hours and T2 thereafter
- T2 Sunday or public holidays.

### **4. PENAL RATES**

Penal rates are paid for hours worked within your normal working week:

- Payment for hours worked on Saturday or between 9pm and 7am Monday to Friday shall be at T1.5
- Payment for hours worked on Sunday or public holidays shall be at T2.

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## 5. MEAL MONEY ENTITLEMENT

You are entitled to the meal money provisions of the main body of this agreement in the following circumstances:

- If you are required to work overtime before 7am or more than one hour's overtime extending beyond 6pm Monday to Friday, or more than four continuous hours, exclusive of meal times, on any rostered day off or public holiday.

## 6. STANDBY AND CALL OUT

6.1 If you volunteer to standby for after hours call out purposes and are requested to do so by the Bank, you will be paid:

### **Standby allowances: Per Day**

- Monday to Friday \$20.00
- Saturday, Sunday, public holiday \$40.00

When you are actually called out, payment will commence from time of departure from home and you will be paid:

- Minimum of two hours at time and a half (T1.5) Monday to Friday before 11pm
  - Minimum of three hours at double time (T2) 11pm to 7am any day of the week
  - Minimum of two hours at time and a half (T1.5) Saturday 7am to 11pm
  - Minimum of three hours at double time (T2) Sunday and public holidays.
- 6.2 Any consecutive call outs completed within two hours of the commencement of your first call out Monday to Saturday before 11pm will be treated as one call out.

- 6.3 Any consecutive call outs completed within three hours of the commencement of your first call out Monday to Saturday 11pm to 7am, Sunday or public holiday will be treated as one call out.
- 6.4 You will not be eligible for meal money payment if you receive a call out payment.
- 6.5 You will be required to remain within direct telephone contact of the Bank and/or EDS during rostered standby hours. Where practicable, at the Bank's option you will be provided with a pager.
- 6.6 You will also be paid mileage allowance or be transported at the Bank's expense to and from your place of residence.

## 7. BANK HOLIDAY LEAVE

This clause applies to staff employed prior to 27 January 1997.

- 7.1 You will be entitled to two days Bank Holiday Leave after being employed for three months or more during each calendar year.
- 7.2 You will be entitled to one day Bank Holiday Leave if you have been employed for one month but less than three months in a calendar year.
- 7.3 You will not be entitled to Bank Holiday Leave under this provision if you have been employed for less than a month.
- 7.4 The Bank Holiday Leave is to be taken by mutual agreement between you and the Bank.
- 7.5 The leave is non-cumulative and is to be taken within the calendar year concerned otherwise it will be forfeited.

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## **BUSINESS UNIT SCHEDULE 1: SHIFT PROVISIONS**

The provisions of this part of the agreement apply to you if you are employed on shift work at any of the following sites and you are covered by Business Unit Schedule 1 of this collective agreement:

- A designated card, computer, data processing, electronic network support or proof centre
- A foreign exchange dealing/settlement area
- Any other work area agreed by the Bank and the staff in that area.

### **1. DEFINITIONS**

**“Shift work”** – all regular and continuing periods of rostered duty and does not include employees working on a permanent day shift roster.

**“Roster”** – 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”** – the shift where the major portion of the working hours falls between 8am and 4pm.

**“Twilight shift”** – the shift where the major portion of the working hours falls between 4pm and midnight.

**“Midnight shift”** – the shift where the major portion of the working hours falls between midnight and 8am.

### **2. HOURS OF WORK**

- 2.1 Shifts may be scheduled as required by the Bank. Your ordinary hours will not exceed eight per shift or 40 per week.
- 2.2 The ordinary hours of work will be fixed by roster and will not be varied more often than once in any five day shift period except in the case of emergency. Shift rosters will be posted in a position accessible to you at least fourteen days before the day of the shift.
- 2.3 Rostered days off will fall consecutively unless mutually agreed between you and the Bank, or in case of emergency.

### **3. MEAL BREAKS**

- 3.1 A paid meal break of not less than half an hour will be allowed after not more than five hours continuous work unless you would finish work during the break time.
- 3.2 You will be entitled to two tea breaks each of 10 minutes duration within each shift with the costs of milk, sugar, tea, or coffee being borne by the Bank. Tea breaks may be rostered as required by the Bank.
- 3.3 If you are required to work more than one hour's overtime following your shift, you will be either provided with a suitable meal by the Bank, paid an allowance of \$10.50 or allowed to purchase a meal up to the value of \$20.00 provided work is recommenced after the meal.

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#### **4. OVERTIME AND PENAL TIME**

- 4.1 Allowances for working rostered shifts will be paid as a percentage of the daily amount of annual salary as follows:
  - Day Shift 5%
  - Twilight Shift 13%
  - Midnight Shift 20%
- 4.2 Day shift allowance will only be paid when the day shift forms part of a regular and continuous cycle of rotating shift work.
- 4.3 You will be paid a 20% allowance if you are employed on a regular, continuous and evenly rotating three shift roster. If the three shift roster temporarily stops rotating evenly due to Bank requirements or by mutual agreement with the Bank, your entitlement will not be reduced.
- 4.4 Shift allowances will be payable at the higher rate where the continuous working hours fall equally between shifts.

#### **5. STANDBY ALLOWANCE**

- 5.1 Standby allowances are as follows: Per Day
  - Monday to Friday \$20.00
  - Saturday, Sunday, statutory or proclaimed holiday \$40.00
- 5.2 If you are actually required to go on duty, you will be paid at the rates set down in clause 36 (Standby and Callouts), in addition to the standby allowance. You will not be entitled to shift allowance.

#### **6. OVERTIME AND PENAL TIME**

- 6.1 If you are required to work more than eight hours on any single shift, then you will be paid overtime at the rate of time and a half for the first three hours and double time thereafter. Broken periods of time off will be allowed in lieu of overtime payment by mutual written agreement.
- 6.2 If you are required to work on a Saturday, you will be paid at time and a half for the first five hours and double time thereafter.
- 6.3 All shift work on public holidays will be at the rate of double time and, where you are required to work any hours on any statutory holiday, a lieu day will be provided.
- 6.4 Shift allowances will not apply for the purpose of overtime.

#### **7. TRANSPORT**

- 7.1 If you are required to start or stop work at 9pm or later (7pm May through August) or at 6am or earlier, or on a Saturday, Sunday, or public holiday, you will be entitled to:  
transport to or from home; or mileage allowance in accordance with clause 34 (Mileage Allowance) of this agreement.
- 7.2 If you start and stop work at 9pm or later (7pm May through August) and at 6am or earlier, you will be entitled to transport or mileage both to and from home.
- 7.3 This clause will apply to any journey within a 33km radius from your workplace in the Auckland and Wellington central area and 16.5km radius from centre of other areas provided you take the most direct route home.

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## 8. ANNUAL HOLIDAYS

- 8.1 If you are employed permanently on a twilight or midnight shift or on a regular, continuous and evenly rotating roster, for a continuous period of at least 12 months, you will be entitled to an additional week's annual leave each year.
- 8.2 The additional week's leave will be pro-rated if you are employed permanently on a twilight or midnight shift or on a regular, continuous and evenly rotating roster for a continuous period of not less than three months but less than 12 months.
- 8.3 If a three shift roster temporarily ceases to rotate evenly or you temporarily cease shift work by mutual agreement or due to a requirement of the Bank, your entitlement to additional annual leave will not be reduced. Nothing in the foregoing will reduce the Bank's right to schedule shifts.
- 8.4 If you have been employed as a shift worker for at least three months continuously, you will be paid for each day's leave or holiday entitlement at not less than 10% of basic fortnightly salary plus shift allowance, averaged over the two pay periods immediately before the leave.

## 9. EXCEPTIONS

The following clauses of Business Unit Schedule 1 of this agreement have no application (except where expressly specified) if you are engaged in shift work under these Shift Provisions:

- Clause 2 Ordinary Hours of Work
- Clause 3 Overtime Payment Rates
- Clause 4 Penal Rates
- Clause 5 Meal Money Entitlement

The following clauses in the main body of this agreement have no application (except where expressly specified) if you are engaged in shift work:

- Clause 7 Hours of Work
- Clause 8 Meal Breaks
- Clause 9 Overtime and Penal Time.

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## BUSINESS UNIT SCHEDULE 2

### 1. APPLICATION

Business Unit Schedule 2 applies to:

- Staff employed in NZ Retail (excluding Marketing and NZ Retail Support), Private & Priority Banking, Retail Technical Trainers and the Broker Unit, on or after 1 January 2005 where weekend work forms part of the employees normal operating hours.\*\*
- Staff employed in the following parts of NZ Operations on or after 27 April 2002: \*\*
  - Collections, including Account Management Centres
  - Lending Support
  - Business Support
  - Securitisation Support
  - 3rd Party Lending
  - Account Services
  - Item Processing
  - Broker Support

\*\* or staff in the business units listed above employed prior to this date who have voluntarily elected to transfer from business unit schedule 1 of this agreement. Once that transfer has been made, there is no ability to transfer back to business unit schedule 1, unless you are from NZ Retail and the transfer is mutually agreed as a component of change of hours of work under the provision of clause 7.1 of the main body of the Collective.

- Staff employed in the following areas of NZ Operations:
  - The following areas of Card Services:
    - Card Operations
    - Operations Support (including Micro-graphics, Reception and Mailroom)
    - Applications
    - Assessment – Risk
    - Card Fraud Unit, as at 1 November 2004
    - Merchant Operations
    - Cardholder Services (including Correspondence)
    - Settlement and Control
    - Change Management
    - Products
    - MIS
  - Staff employed as at 1 May 2007 in Cards Call Centres, including Merchant Help Desk 8.00am to 8.30pm, Monday to Friday.

### 2. ORDINARY HOURS OF WORK

For all employees who are employed under this schedule (except for those employed into NZ Operations after 1 May 2007), ordinary hours of work will not exceed 7.5 hours per day (37.5 hours per week), to be worked on not more than any five days of the week between the hours of 7am to 9pm.

For all employees performing work in NZ Operations who are employed onto this schedule from 1 May 2007, ordinary hours of work will not exceed 7.5 hours per day (37.5 hours per week), to be worked on not more than any five days of the week between the hours of 7am to 11pm.

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### **3. OVERTIME PAYMENT RATES**

All hours worked beyond the standard daily hours (7.5 hours) or standard weekly hours (37.5 hours), and which have been authorised by the Bank, shall be paid at:

- T1.5
- T2 public holidays
- For overtime worked on a Saturday or Sunday T1.5 for the first five hours and T2 thereafter

### **4. PENAL RATES**

Penal rates are paid for hours worked within your normal working week,

- Payment for hours worked between 9pm and 7am (11pm and 7am for persons performing work in NZ Operations employed onto this Schedule from 1 May 2007) shall be at T1.5
- Payment for hours worked on public holidays shall be at T2

### **5. MEAL MONEY ENTITLEMENT**

You are entitled to the meal money provisions of the main body of this agreement in the following circumstances:

- If you are required to work overtime before 7am or more than one hour's overtime extending beyond 11pm, or more than two hour's overtime after any full time day, or more than four continuous hours, exclusive of meal times, on any rostered day off.

### **6. STANDBY AND CALL OUT**

- 6.1 If you volunteer to standby for after hours call out purposes and are called out by the Bank, call out payment will commence from time of departure from home, and payment will be made as follows:
  - Minimum of two hours at time and a half (T1.5) any day of the week
  - Minimum of three hours at double time (T2) public holidays
- 6.2 Any consecutive call outs completed within two hours of the commencement of your first call out will be treated as one call out.
- 6.3 You will also be paid mileage allowance from your place of permanent residence.

### **7. BANK HOLIDAY LEAVE**

- 7.1 You will be entitled to two days Bank Holiday Leave after being employed for three months or more during each calendar year.
- 7.2 You will be entitled to one day Bank Holiday Leave if you have been employed for one month but less than three months in a calendar year.
- 7.3 You will not be entitled to Bank Holiday Leave under this provision if you have been employed for less than a month.
- 7.4 The Bank Holiday Leave is to be taken by mutual agreement between you and the Bank.
- 7.5 The leave is non-cumulative and is to be taken within the calendar year concerned otherwise it will be forfeited.

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## **BUSINESS UNIT SCHEDULE 2: SHIFT PROVISIONS**

The provisions of this part of the agreement apply to you if you are employed on shift work and covered by Business Unit Schedule 2 of this agreement.

### **1. DEFINITIONS**

**“Shift work”** – all regular and continuing periods of rostered duty, and does not include employees working on a permanent day shift roster.

**“Roster”** – 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”** – the shift where the major portion of the working hours falls between 8am and 4pm.

**“Twilight shift”** – the shift where the major portion of the working hours falls between 4pm and midnight.

**“Midnight shift”** – the shift where the major portion of the working hours falls between midnight and 8am.

### **2. HOURS OF WORK**

- 2.1 Shifts may be scheduled as required by the Bank. Your ordinary hours will not exceed eight per shift or 40 per week.
- 2.2 The ordinary hours of work will be fixed by roster and will not be varied more often than once in any five day shift period except in the case of emergency. At least 14 days before the day of the shift, rosters will be posted in a position accessible to you.
- 2.3 Rostered days off will fall consecutively unless mutually agreed between you and the Bank, or in the case of emergency.

### **3. MEAL BREAKS**

- 3.1 A paid meal break of not less than half an hour will be allowed after not more than five hours continuous work unless you would finish working at the conclusion of the meal break.
- 3.2 You will be entitled to two tea breaks each of ten minutes duration within each shift, with the costs of milk, sugar, tea or coffee being borne by the Bank. Tea breaks may be rostered as required by the Bank.

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#### 4. OVERTIME AND PENAL TIME

- 4.1 If you are required to work in excess of eight hours on any single shift, then you will be paid overtime at the rate of time and a half for the first three hours, and double time thereafter. This will be calculated using your ordinary shift based hourly rate (i.e. using an hourly divisor by 40 hours per week). Broken periods of time off will be allowed in lieu of overtime payment by mutual written agreement.
- 4.2 If you are required to work on a Saturday or Sunday, you will be paid time and a half.
- 4.3 All shift work on statutory holidays will be at the rate of double time, and where you are required to work any hours on any statutory holiday a lieu day will be provided in accordance with the provisions of the Holidays Act (2003).
- 4.4 If you volunteer to work on a weekend or statutory holiday on a temporary or casual (i.e. on call) basis you will receive the penal rate as detailed below. This only applies if you ordinarily work a Monday to Friday week between the hours of 7am and 9pm, and elect of your own choosing to work on a Saturday, Sunday, or statutory holiday.

***Penal rate – time and a half hourly rate will apply for hours worked:***

***Monday*** 12 midnight to 8am and 4pm to 12 midnight

***Tuesday*** 12 midnight to 8am and 4pm to 12 midnight

***Wednesday*** 12 midnight to 8am and 4pm to 12 midnight

***Thursday*** 12 midnight to 8am and 4pm to 12 midnight

***Friday*** 12 midnight to 8am and 4pm to 12 midnight

***Saturday*** all hours worked

***Sunday*** all hours worked

***Double time*** hourly rate will only apply for hours worked on a statutory holiday. If you work any shift on a permanent, temporary or casual basis, then all transport costs at all times will be your own responsibility.

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## 5. ANNUAL HOLIDAYS

- 5.1 If you are employed permanently on a twilight or midnight shift or on a regular, continuous and evenly rotating roster, for a continuous period of at least 12 months, you will be entitled to four weeks leave in respect of each full year's service. For the purpose of this clause, period of service will not include any period of absence on leave without pay.
- 5.2 The leave will be pro-rated if you are employed permanently on a twilight or midnight shift or on a regular, continuous and evenly rotating roster for a continuous period of not less than three months but less than 12 months.
- 5.3 The leave is to be taken in whole or in parts at a time or times acceptable to the Bank, having regard to the reasonable requirements of the Bank's business operations.

## 6. EXCEPTIONS

The following clauses of Business Unit Schedule 2 of this agreement have no application if you are engaged in shift work:

- Clause 2 Ordinary Hours of Work
- Clause 3 Overtime Payment Rates
- Clause 4 Penal Rates
- Clause 5 Meal Money Entitlement

The following clauses of the main body of this agreement have no application if you are engaged in shift work:

- Clause 7 – Hours of Work
- Clause 8 – Meal Breaks
- Clause 9 – Overtime and Penal Time

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## BUSINESS UNIT SCHEDULE 3

### 1. APPLICATION

Business Unit Schedule 3 applies to:

- All fixed term and permanent pre-management employees who were parties to the Pre-Management Phone Assist Collective Employment Agreement that expired on 30 April 2007, while they remain employed in their current role and/or business unit.
- All fixed term and permanent pre-management employees, who are employed to perform work in Phone Assist sites (excluding Level D employees), Cards Call Centre sites and Sales Direct Auckland and Christchurch from 1 May 2007 forward.

### 2. HOURS OF WORK

#### 2.1 Definitions

**“Rotational Shift Position”** means a position which has been specified at the time of engagement, or later by mutual consent, as having hours of work in accordance with a Roster, as published from time to time by the Bank.

**“Fixed Shift Position”** means a position which has been specified at the time of engagement, or later by mutual consent, as having hours of work in accordance with a particular fixed shift.

**“Ordinary Hours of Work”** means 75 hours per fortnight for all employees employed under this schedule.

- 2.2 The span of hours in which you may be required to work your Ordinary Hours of Work are 7am to 11pm. Hours worked outside this span will require your agreement. Where an employee receives a roster which requires them to work for more than 5 days consecutively in any Monday to Sunday week, and they are unhappy with this, the Bank will amend the roster to ensure no more than 5 consecutive days are worked in that Monday to Sunday week.
- 2.3 You will be provided with written notification of the terms and conditions of your employment relating to hours of work and rates of pay at the time of engagement. This notification, which you are required to acknowledge in writing, will specify that you have been employed into either a Fixed Shift Position, or a Rotational Shift Position. The Bank may not transfer you from Fixed Shifts to Rotational Shifts or vice versa without your express consent.
- 2.3.1 If you are employed in a Rotational Shift Position, you will participate in a roster. The times and days at which you are required to work your Ordinary Hours of Work will be notified at least four weeks in advance.
- 2.3.2 Any changes made to the roster of an hour or more will only be made after consultation and with mutual agreement between you and the Bank. Agreement in writing is to be signified by both parties signing a copy of the updated roster.
- 2.3.3 Employees working in Rotational Shift Positions will be given two consecutive days off each week, unless otherwise mutually agreed.

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- 2.3.4 Employees working in Rotational Shift Positions within Sales Direct will normally be rostered within the hours of 8.00am to 8.30pm, Monday to Friday.
- 2.3.5 Employees working in Rotational Shift Positions From 1 August 2009, employees who take up a role working in a Rotational shift position in all areas except for Sales Direct will normally be rostered within the hours of 7am to 7pm Monday to Saturday on no more than 5 days of the week.
- Employees employed in Rotational shift positions prior to 1 August 2009 in all areas except for Sales Direct will normally be rostered within the hours of 7am to 7pm Monday to Friday on no more than 5 days of the week, or Monday to Saturday by mutual agreement.
- 2.3.6 Employees working in Rotational Shift Positions may only be rostered to work outside of the hours listed in Clauses 2.3.4 and 2.3.5 where there are urgent unforeseen circumstances or to provide relief for periods of leave.
- 2.3.7 Employees performing similar roles may swap shifts, provided that both employees notify their team leaders of their intention to swap by midday of the day prior to the affected shifts commencing. The Bank reserves the right to veto any given shift swap, but will not exercise this right unreasonably.

### **3. OVERTIME AND PENAL RATES**

- 3.1 Overtime is defined as time worked in excess of your Ordinary Hours of Work, which has been authorised by the Bank, and shall be paid at the rate of time and a half.
- 3.2 Penal time is defined as time worked within your Ordinary Hours of Work, but between the hours of 11.00pm to 7.00am Monday to Sunday, as well as any time worked on a public holiday, and shall be paid at the rate of time and a half.
- 3.3 Employees working in Rotational Shift positions will be paid at the rate of time and a half for any hours worked outside of the hours listed in Clause 2.3.4 and 2.3.5.

### **4. SALARY**

- 4.1 The following annual salary divisors shall be substituted for those specified at clause 12.4 in the main body of this agreement:
- 4.1.1 26.07 to calculate your fortnightly salary.
- 4.1.2 1950 to calculate the hourly rate for all employees employed under this Schedule.
- 4.1.3 2002 to calculate the hourly rate for on this schedule for employees in Phone Assist up until 1 October 2007, and then 1976 up until 1 October 2008, from which time the divisor of 1950 shall apply to all employees within this agreement.

## 5. BANK HOLIDAY LEAVE

This clause applies to staff employed prior to 27 January 1997.

- 5.1 You will be entitled to two days Bank Holiday Leave after being employed for three months or more during each calendar year.
- 5.2 You will be entitled to one day Bank Holiday Leave if you have been employed for one month but less than three months in a calendar year.
- 5.3 You will not be entitled to Bank Holiday Leave under this provision if you have been employed for less than a month.
- 5.4 The Bank Holiday Leave is to be taken by mutual agreement between you and the Bank.
- 5.5 The leave is non-cumulative and is to be taken within the calendar year concerned otherwise it will be forfeited.

## 6. NOTICE OF ABSENCE

In the event that you are unable to attend work, whether due to sickness or any other reason, you will contact your supervisor or manager at the earliest available opportunity, but unless there is good reason preventing you from doing so, no later than 1 hour prior to the commencement of your scheduled hours of work.

## 7. MEAL BREAKS

The following meal breaks shall apply instead of those set out at clause 8 in the main body of this agreement:

Hours Worked	0-2	>2-4	>4-6	>6-8
Breaks	0	1 x 10 min. tea break (paid)	1 x 15 min. tea break (paid) and 1 x 30 min. meal break (unpaid)	2 x 15 min. tea break (paid) and 1 x 30-60 min. meal break (unpaid) and 1 x 30 min. meal break (unpaid and optional)
<b>Conditions</b> <ul style="list-style-type: none"><li>▪ Tea and meal breaks will be scheduled by the employer.</li><li>▪ Tea, coffee, milk and sugar will be provided by the employer.</li></ul>				

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## **8. FINSEC OFFICE REPRESENTATIVE (PHONE ASSIST)**

- 8.1 Members of Finsec in all Phone Assist Centres 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.
- 8.2 A maximum of 4 elected office representatives per Phone Assist site 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:
- Consulting with staff on work related issues.
  - Disseminating material to members of Finsec.
  - Holding meetings with Finsec members (including pre-negotiations and ratification meetings) at times agreed with management.
  - Holding meetings of delegates convened by a lead delegate or organiser.

The maximum time permitted is four hours per month, and the scheduling of this, and which office reps it applies to (if there are more than 4 per site) shall be done by mutual agreement with the relevant site manager.

*Note: These entitlements are not in addition to any similar entitlements that may be granted in amendments to the Employment Relations Act (2000).*

# Notes

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