

**DINERS CLUB NZ LIMITED**  
**(“DC”)**

AND

**FINSEC**  
**(“the Union”)**

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**COLLECTIVE AGREEMENT**

**1 May 2007 – 31 July 2008**

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The parties to this collective employment agreement are:

- (i) **DINERS CLUB (NZ) LIMITED (“DC”); and**
- (ii) **Finsec (“the Union”)**

## **COVERAGE**

This collective agreement shall apply to Staff Members who are employed by DC as the employer party to this collective agreement and who are or who become members of Finsec and who perform work in the following categories of work at the Employer's premises located at Level 1, 109 Carlton Gore Road, Newmarket, Auckland. This agreement does not apply to management or executive staff.

Data Entry  
Cashier  
New Applications Administration  
Applications Processing Officer

New Accounts Analyst  
Merchant Administrator  
Customer Services representative  
Reconciliation

Credit Controller  
Investigations Representative  
Authorisations  
Credit Risk Analyst  
Legal Administration Officer

Lending Officer  
Commercial Credit Management

A new Staff Member who is hired to perform work as detailed in the coverage clause of this collective agreement will pursuant to section 62 of the Employment Relations Act 2000 be employed on the terms and conditions of the agreement for the first 30 days of his/her employment. Nothing in the collective agreement shall prevent mutual agreement to changes in terms or conditions after the first 30 days employment or at any time during the currency of the collective agreement provided that such changes are not inconsistent with this agreement and are agreeable to both parties.

An existing Staff Member of the employer party to this collective agreement who is or was engaged by the Employer on an individual contract or individual employment agreement and who subsequently becomes a member of Finsec shall be covered by the terms and conditions of the collective agreement (including all or any applicable rates of pay that may be included in this agreement) as may apply at the time the Staff Member joins the union.

## Table of Contents

|  |    |
|--|----|
| <b>Part I: General</b> .....   | 5  |
| 1 Hours of work.....   | 5  |
| 2 Attendance records.....  | 6  |
| 3 Meal money.....  | 6  |
| 4 Relief.....  | 7  |
| 5 Conferences, seminars and other work related activity.....                   | 7  |
| 6 Mileage allowance.....   | 8  |
| 7 Keyboard and VDU technology.....   | 9  |
| 8 Part-time staff.....   | 9  |
| 9 Casuals.....   | 10 |
| 10 Equal employment opportunity.....   | 10 |
| 11 Variation of Agreement.....   | 10 |
| <b>Part II: Conduct</b> .....  | 11 |
| 12 Confidentiality.....  | 11 |
| 13 Insider trading.....  | 11 |
| 14 Conflicts of interest.....  | 12 |
| 15 Intellectual property.....  | 12 |
| 16 Company policy and consultation.....  | 12 |
| <b>Part III: Leave</b> .....   | 12 |
| 17 Statutory Holidays.....   | 13 |
| 18 Annual leave.....   | 13 |
| 19 Parental leave.....   | 15 |
| 20 Family leave.....   | 17 |
| 21 Sick leave.....   | 18 |
| 22 Domestic leave.....   | 20 |
| 23 Bereavement leave.....  | 21 |
| 24 Long Service leave.....   | 21 |
| <b>Part IV: Salaries</b> .....   | 23 |
| 25 Salary payments.....  | 23 |
| 26 Basis of the annual adjustment.....   | 24 |
| 27 Salary system and job roles.....  | 24 |
| 28 Salary increases.....   | 26 |
| 29 Anniversary date for competency assessments and salary reviews.....         | 26 |
| 30 Progression on transfer between jobs.....                                   | 26 |
| 31 Previous relevant experience in the industry.....                           | 27 |
| 32 Overtime and call-out rates.....  | 27 |
| 33 Standby provision.....  | 31 |
| <b>Part V: Other arrangements</b> .....  | 31 |
| 34 Diners Club Authorisations.....   | 32 |
| <b>Part VI: Employment Termination, Dispute and Grievance Resolution</b> ..... | 36 |
| 35 Termination of employment.....  | 35 |
| 36 Dismissal.....  | 35 |
| 37 Employment Relationship Problems procedure.....                             | 38 |
| 38 Appeals.....  | 40 |
| 39 Redeployment and redundancy.....  | 40 |
| 40 Suspension.....   | 47 |
| <b>Part VII: Union Rights</b> .....  | 47 |
| 41 Election of office representatives.....                                     | 47 |
| 42 Access to premises.....   | 47 |
| 43 Union Education.....  | 47 |
| 44 Union Meetings.....   | 48 |
| 45 Union Subscriptions.....  | 48 |
| 46 Union Noticeboard.....  | 48 |

|  |    |
|--|----|
| <b><u>Part VIII: Term of the Agreement</u></b> ..... | 49 |
| <b><u>Schedule 1: Salary Scales</u></b> .....        | 50 |

## **Part I: GENERAL**

### **1 Hours of work**

(a) Subject to the provisions of clause 31 of this Agreement, the Staff Member's ordinary hours of work shall not exceed 37.5 per week or 7.5 per day, exclusive of meal times, to be worked on five days of the week and between the hours of 7.00 am and 7.00 p.m.

(b) In weeks in which:

(i) Statutory or proclaimed holidays are observed; or

(ii) Leave (other than special leave at the staff member's request) is taken; the Staff Member's ordinary weekly working hours shall be reduced by seven and one-half when a full day is involved, and by three and three-quarters when a half day is involved.

(c) Nothing in this agreement shall require that the hours of work of any person employed by DC before 1 September 1994 may be altered outside of the core hours of 8.00am to 6.00pm, Monday to Friday, without the full consent of that person in writing. Such a staff member who declines to adopt a proposal to work changed working hours outside of the above core hours shall not as a result be prejudiced in his or her performance appraisal, employment prospects, or opportunities for training, promotion or development.

(d) Schedule of Meal Breaks

The Staff Member shall be entitled to breaks as set out in the following schedule. Tea breaks may be rostered as required by DC. The cost of milk, sugar, tea or coffee will be borne by DC.

| <b>Daily Work Period<br/>(excluding meal breaks)</b> | <b>Break Entitlement</b>  |
|--|---------------------------|
| Not more than three hours                            | NIL                       |
| Over three hours but not more than four hours        | One paid ten minute break |

|   |   |
|---|---|
| Over four hours but not more than six hours | By mutual agreement, either one paid twenty minute break, or two paid ten minute breaks             |
| Over six hours                              | Two paid ten minute breaks and one unpaid one hour meal break in accordance with clause 1(e) below. |

- (e) If the Staff Member is entitled to an unpaid period of not less than one hour for lunch, he/she shall be allowed to take this between 11.30 am and 2.30 p.m. unless the Staff Member voluntarily agrees to a reduced period, or agrees to take a meal break outside of these hours.
- (f) The purpose of this clause is to affirm DC’s commitment that staff members should be able to balance their work and personal lives satisfactorily.

It is expected that the Staff Member will be able to meet the requirements of his/her role within his/her usual hours of work without the need to work overtime hours on a regular basis. When this does occur, the Staff Member will be compensated in accordance with the relevant provisions of this Agreement.

**2. ATTENDANCE RECORDS**

Normal times of commencing and ceasing duty are to be recorded for the Staff Member. The Staff Member must record any variations to his/her normal working hours, as they occur, in the "attendance record" provided for this purpose.

**3 MEAL MONEY**

If the Staff Member is not being a shift worker, and is required to work before 7.00 am or more than one hours overtime commencing after 5.30 p.m., or for more than four continuous hours exclusive of meal times on a statutory or proclaimed public holiday, or on a Saturday, Sunday which does not form part of their ordinary working week, he/she shall be:

- (a) Provided with a suitable meal by DC; or

- (b) Allowed \$8.39; or
- (c) Allowed actual cost up to \$15.01, provided a meal is purchased and the Staff Member is required to recommence work following this meal break.

**4 RELIEF**

If the Staff Member is relieving or acting in a job role which has a salary maximum higher than the maximum of the job role the Staff Member is normally engaged in, for any period of 10 consecutive working days or longer, he/she shall receive an additional loading of five percent of his/her normal daily wage for each day that he/she is relieving in that position. This provision shall only apply to genuine relief (in the sense of undertaking the duties of a position which has a salary maximum higher than the maximum of the job role the Staff Member is normally engaged in, where the incumbent is absent or where there is no current incumbent) and not to if the Staff Member who, once competent, is starting to develop team leader or mixed function skills.

A staff member relieving for a Manager, for any period of 10 consecutive days or longer shall receive an additional loading of 10% of their normal daily wage for each day that they are relieving in that position.

**5 CONFERENCES, SEMINARS AND OTHER WORK RELATED ACTIVITIES**

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

Reasonable expenses incurred by a staff member while engaged in work related activity/activities that is at DC's instruction taking place away from the Staff member's normal place of work shall be paid for or reimbursed by DC.

Reasonable expenses may include accommodation, meals or transport. Such expenses should be cost effective and wherever possible be approved in advance by DC.

## 6 MILEAGE ALLOWANCE

- (a) If the Staff Member provides his/her own car and uses it in connection with DC'S business in circumstances approved by DC he/she shall be paid an allowance. These rates are in accordance with the published Inland Revenue Department schedule and they will be amended as and when this schedule is amended. At 1 April 1996 the rates are:

| <b>Motor Vehicles Annual Work Related kms Rate</b> | <b>Rate</b>                  |
|--|------------------------------|
| 1 to 3,000 km 62c per km                           | 62c per km                   |
| 3,001 km and over 19c for each km over 3,000km     | 19c for each km over 3,000km |
| Motor vehicles – flat rate 28c per km              | 28c per km                   |

The flat rate may be used where this is mutually agreed at the commencement of each year.

- (b) The Staff Member shall be entitled to use his/her own car and be paid mileage allowance at the rate prescribed in sub-clause (a) of this clause, or alternatively he/she shall be reimbursed for taxi fares where:
- (i) The Staff Member, if he/she is not a shift worker, who normally works from Monday to Friday inclusive, is required to work on Saturdays, Sundays or on any statutory or proclaimed holidays or at times when public transport is not available.
  - (ii) The Staff Member is called out from his/her place of residence outside of the ordinary hours of work to perform emergency duty, not being prearranged or scheduled overtime or rostered shift work.

For the purpose of this clause, “year” means the IRD tax year from 1 April to 31 March

**7 KEYBOARD and VDU TECHNOLOGY**

- (a) If the Staff Member is principally engaged in operating a keyboard, he/she shall not be required to perform such duties for more than 50 minutes continuously without a break of at least 10 minutes for the purpose of performing other non-keyboard duties or taking a scheduled tea break or meal interval. Regular breaks of 5 to 10 seconds (micro-pauses) should also be taken to refresh muscles and relieve mental tension. The DC publications on Occupational Health and Safety provide detailed information for all staff.
  
- (b) All visual display equipment shall be maintained and serviced at regular intervals to ensure that it is in the best possible working order. Lighting, ergonomic and environmental factors shall be arranged so that unnecessary glare and reflections are eliminated.

**8 PART-TIME STAFF**

- (a) Staff may be employed on a part-time basis subject to payment pro rata of the appropriate rate of salary and shift provisions. This provision shall not be used for the purpose of reducing the hours of work or the earnings of the Staff Member.
  
- (b) If the Staff Member is employed on a part-time basis, he/she shall be provided at the time of engagement with written notification of the terms and conditions of his/her employment relating to hours of work and rates of pay. Such notification shall be acknowledged in writing by the Staff Member.

**9 CASUALS**

Casuals may be engaged under the terms of this Agreement. If the Staff Member is engaged on a casual basis, he/she will receive an additional 8% holiday payment in lieu of the leave provisions.

**10 EQUAL EMPLOYMENT OPPORTUNITIES**

DC undertakes to deal with promotions, training and transfer, in a way so as to ensure equal opportunity for staff. DC will be sensitive to differing personal circumstances that may affect the attendance of staff at training programmes which are at a different location, or which are outside of the Staff Member's normal hours of work.

**11 VARIATION OF AGREEMENT**

It is hereby agreed that any or all of the provisions of this Agreement may be varied while it remains in force by written agreement between the parties after the following process has been followed:

- (a) The party who wishes to change any or all of the provisions of this Agreement shall notify the other party in writing of the variation sought and the effect of the variation, and shall enter into discussions with the other party to establish a negotiation schedule.
- (b) Any proposed variation resulting from the negotiations will be ratified by the staff members covered by the terms and conditions of this Agreement in accordance with the ratification process advised at the time of commencing the bargaining for the variation.

## **Part II: Conduct**

DC requires a high standard of conduct from staff at all times.

### **12 CONFIDENTIALITY**

Except in the proper performance of his/her employment, or where required by law or by DC, the Staff Member must not, during or after the termination of his/her employment with DC, use for his/her own personal gain, copy, retain, or disclose to any person, organisation or company, any Confidential Information. The Staff Member is required to undertake that he/she has read and will comply with DC's information security handbook.

“DC” means Diners Club NZ Limited, its parent or holding company, related entities, subsidiaries and those organisations' staff, directors and customers from time to time.

“Confidential Information” means information, in any form, which is the property of and/or is confidential to, DC. Confidential Information does not include information which:

- (a) can be established by written records as already known to you or the public; or
- (b) through no fault of your own, has entered the public domain.

### **13 INSIDER TRADING**

Should the Staff Member receive inside information about a public issue, he/she must not knowingly communicate or make use in any way of that information which would be in breach of the Securities Amendment Act 1988. Any such breach would amount to serious misconduct under this Agreement.

#### **14 CONFLICTS OF INTEREST**

The Staff Member must inform DC if he/she is or intends to be engaged under any other employment agreement, or contract for services. The Staff Member must not engage in any activity, which would or may conflict with the duties or obligations of his/her position.

#### **15 INTELLECTUAL PROPERTY**

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

#### **16 COMPANY POLICY AND CONSULTATION**

Staff Members will abide by Company policies as may be introduced through the consultative process from time to time.

When consulting on matters of policy with employees, DCNZ commits to the following steps before introducing the policy:

- Providing employees with information about the proposed policy.
- Provision of a reasonable period (not less than one week) for employees to consider the proposed policy and provide feedback.
- If requested by Finsec delegates, a half hour meeting for staff to discuss the proposed policy, and subsequent time to meet with DCNZ representatives to discuss any issues raised by staff.
- Genuine consideration of any issues raised by staff in relation to the proposed policy before any final decision is made.

### **Part III: Leave**

The leave provisions set out in this part of the Agreement are inclusive of, not additional to, the leave provisions of the Holidays Act 2003 and the Parental Leave and Employment Protection Act 1987 or amendments.

## **17 STATUTORY (PUBLIC) HOLIDAYS**

Clause 31 determines the pay rates for work required on statutory holidays.

(a) The Staff Member shall receive a paid whole holiday on each of the following days:

- (i) Christmas Day;
- (ii) Boxing Day;
- (iii) New Year's Day;
- (iv) second day of January (or some other day in its place);
- (v) Good Friday;
- (vi) Easter Monday;
- (vii) Anzac Day, Labour Day;
- (viii) the birthday of the reigning Sovereign;
- (ix) Waitangi Day; and
- (x) the day of the anniversary of the province (or some other day in its place);

provided that the Staff Member shall not be entitled to payment for any statutory holiday falling during an absence on leave without pay, except to such extent as the provisions of sub-clause (b) of this clause shall apply.

## **18 ANNUAL LEAVE**

Annual leave shall be provided in accordance with the provisions of the Holidays Act 2003 and subsequent amendments.

(a) The Staff Member shall be entitled to four week's leave in respect of each year's service. For the purpose of this clause, period of service shall not include any periods of absence on leave without pay.

- (b) On completion of six years service, the staff member shall be entitled to five weeks of annual leave each year.
- (c) Payment for the four weeks of annual leave that are accrued each year shall be at relevant daily pay. Where a staff member with six years of service or more accrues an additional week of annual leave each year, this additional week shall be paid at the ordinary hourly rate when it is utilised.
- (d) To calculate the additional annual leave earned by a staff member eligible for an additional week of annual leave for the period of time between the commencement of this Agreement and their anniversary date for the purposes of leave calculation, the following formula will apply:

For the period of time between commencement of this Agreement and their leave anniversary, staff with six years service or more will receive the additional week of annual leave pro-rated to this length of time (ie: six months = 2.5 days), minus any Special Leave days taken in the year up until the anniversary date.
- (e) Annual leave must be taken as leave. It may not be paid out in cash while the staff member remains in the employ of DCNZ.
- (f) Annual leave may be accrued up to 250 hours (33.33 days). Where a staff member wishes to accrue more annual leave than 250 hours for a particular reason, they must advise DCNZ in advance. DCNZ will decide whether additional accrual is appropriate but will not unreasonably withhold consent.
- (g) The Staff Member shall in each year be entitled to take at least two uninterrupted weeks of this leave entitlement (statutory holidays may be included in the two week period).

DC's preference is for the Staff Member to take his/her leave entitlement. However, the Staff Member may elect to be paid in lieu of taking the fourth week of annual leave provided that he/she has taken two consecutive weeks leave during the leave year.

- (h) A leave roster for each department and the office shall be prepared for each leave year. The leave roster shall not be altered except for unforeseen circumstances such as sickness, transfers, etc, that may arise. Notwithstanding the foregoing, the leave may be changed by mutual consent of the parties concerned.
- (i) This Agreement shall not operate so as to reduce the aggregate number of days' leave previously enjoyed by the Staff Member under this Agreement during his or her present employment.
- (j) Where provisions of the Holidays Act 2003 are in excess of the provisions of this Agreement, the Act shall apply.

## **19 PARENTAL LEAVE**

### **(1) Unpaid Leave and General Conditions**

The Parental Leave and Employment Protection Act 1987 and its amendments apply.

- (a) If the Staff Member has completed at least 12 months continuous service, he/she shall be granted up to 52 weeks leave without pay in one continuous period, provided three months notice of their intention to take parental leave is given to DC. Such leave is to be taken within twelve months of the birth, or adoption date of the child.
- (b) The Staff Member shall not be entitled to parental leave if less than 12 months has elapsed since last completing parental leave.
- (c) (i) If the Staff Member takes parental leave in the prescribed manner, he/she shall be entitled to resume work in the same position, with the same

salary, as that occupied at the time of commencing parental leave, provided that 21 days notice of intention to resume work is given to DC.

(ii) There are some circumstances where the Staff Member's position may not be kept open, and these are if DC proves that:

- (I) Because the Staff Member occupies a "key" position, a temporary replacement is not reasonably practicable; or
- (II) Because of the occurrence of a redundancy situation (in which case clause 38 of this Agreement would apply).

(d) If the Staff Member takes no more than four weeks parental leave, he/she shall have an unconditional right to have his/her position kept open.

(e) If the Staff Member is granted parental leave in the terms outlined in this section, he/she shall retain or attract any rights or privileges as may be prescribed in this Agreement, except in respect of annual leave, sick leave, or statutory holiday entitlement.

**(f) Adoption**

Parental leave provisions shall apply if the Staff Member adopts an infant up to five years of age, provided that three months notice of intention to adopt shall be given to DC, and at least two weeks notice given prior to the date of the Staff Member assuming care of the child with a view to adoption.

**(g) Beginning Parental Leave Earlier than Expected**

If the Staff Member is pregnant and, on the direction of a medical practitioner, is required to begin parental leave earlier than requested, the Staff Member's entitlement to 52 weeks unpaid leave shall begin from the earlier date, provided that this period of leave will not be reduced by any period of leave taken before the birth in excess of 14 weeks.

**(h) Partner Also Taking Leave**

- (i) Where the Staff Member's partner is also taking or has taken leave (other than family leave) granted under this Agreement, any other agreement, or under the Parental Leave and Employment Protection Act 1987, the entitlement granted to the Staff Member shall be reduced by the period of their partner's leave.
  
- (ii) The Staff Member may take parental leave at the same time as his/her partner provided that the combined total of their leave does not exceed 52 weeks.

## **(2) Paid Parental and Adoption Leave**

In the case of children born on or after 1 July 2002, you may be entitled to paid parental leave of 13 weeks. To qualify the mother must have been in paid employment for six months with the same employer, and worked for 10 hours a week on average.

- (a) With modifications, the rules apply to adoptions. If the mother dies or loses the guardianship of the child, the entitlement may be transferred to the partner or spouse. There is a single leave entitlement in the case of multiple births. The arrangements apply not only to the birth of a child, but also extend to persons adopting a child under five years of age. In adoption cases, the child does not have to be new born. The entitlements apply to same sex partners or unmarried couples. The primary focus is to provide entitlement to the birth parent or primary caregiver, usually the mother. There is capacity to assign the entitlement to the spouse or partner. The Act prevents periods of parental leave being taken within 12 months of each other.
  
- (b) The payments are up to the minimum payment figure as gazetted of a person's ordinary gross earnings. The taxable payments, which are government funded and administered through IRD, start on the same day as maternity or parental leave. The payments are on written application. The tax credit remains for those employees who do not qualify for paid leave.

**NB.** This is a summary of the amendments to the Act.

## **20 FAMILY LEAVE**

Family leave shall be granted to the Staff Member as follows:

- (a) On the birth or adoption of a child by the Staff Member, one week of paid leave and up to one week of unpaid leave may be taken. This leave must be taken three weeks prior to or following the birth, or adoption of a child. The leave must be taken in one continuous period and may be in addition to an approved period of parental leave.
- (b) The Staff Member must advise DC that he/she wants to take family leave at least one month prior to the expected delivery, or adoption date.
- (c) If the Staff Member takes family leave it will not diminish his/her right to extended leave granted under the Parental Leave and Employment Protection Act 1987.
- (d) Provided that annual leave is kept up to date, if the Staff Member returns to work after a period of not less than four weeks and not greater than 52 weeks approved unpaid parental leave, he/she shall be granted an additional one weeks paid leave. This leave is to be taken within the next twelve months, or it shall be forfeited.
- (e) These leave provisions are inclusive of, not additional to, any legislative entitlement.

## **21 SICK LEAVE**

- (a) The Staff Member is expected to report to work each working day unless sick, on approved leave, or on leave under the other leave provisions of this section of this Agreement. All staff members will be entitled to 10 days **paid** sick leave per annum with the ability to accumulate up to 40 days.
- (b) Employees whose service commenced prior to 1 February 2007 will on commencement of this Agreement transition to the Sick leave entitlement outlined in S.20(a) from the previous arrangement of flexible sick leave. The transition will occur as follows:

For staff transferring over from flexible sick leave, an initial accrued entitlement of 40 days sick leave will be provided. The number of sick leave

days taken in the year to 1 April 2007 will then be subtracted from this entitlement to arrive at the number of accrued days the staff member carries forward. The minimum entitlement that any staff member will carry forward under this clause is 20 days sick leave.

- (c) Once accrued sick leave or domestic leave entitlement has been exhausted, further paid sick leave or domestic leave may be granted at the sole discretion of the Company.

The Company will consider the following issues (amongst others) in making this decision:

- The nature of the illness.
- Compassionate grounds for granting additional paid sick leave.
- Length of service.

- (d) All absences for sickness of three or more days shall be supported by production of a medical certificate. Where DC has a reasonable concern as to the genuineness of a leave request it may require a medical certificate be produced for absences of less than three days.

- (e) DC may review the continuation of paid sick leave on an individual basis, where the Staff Member's absence from work without medical evidence is regarded as excessive, or where there is an unacceptable pattern of absences, or where the Staff Member's absence is prolonged.

This provision is without prejudice to DC's entitlement to terminate the employment where it considers the Staff Member is not able to resume normal work duties in a reasonable period of time.

- (f) Where Diners Club has reasonable grounds to believe that the absence of an employee on sick leave may not be genuine, the employee may be directed to submit to medical examination by a registered medical practitioner. This medical practitioner should be nominated by a third party, such as a local primary health organisation hospital.

The cost of this examination shall be met by Diners Club unless the result of the examination conclusively shows that an abuse of sick leave has taken place.

It is acknowledged that this clause only applies to the very rare cases of suspected abuse of sick leave, and will not be a requirement where there is no good reason to doubt the genuineness of sick leave.

## **22 DOMESTIC LEAVE**

If the Staff Member finds it essential to remain at home in the event of the illness of a partner, or dependant, or in exceptional circumstances to cope with an immediate family crisis, up to five days domestic leave per calendar year may be taken subject to the following conditions:

- (a) The leave is to be non-cumulative from year to year.
- (b) The Staff Member shall ensure that notice is given to DC as soon as possible on each morning of absence.
- (c) DC may require medical evidence of incapacity (or evidence of the exceptional circumstance) for any absence on domestic leave. All absences of three or more days shall be supported by production of a medical certificate (or evidence of the exceptional circumstance).

Domestic leave forms a part of the overall sick leave entitlement, and any days taken as domestic leave shall reduce the overall sick leave entitlement.

## **23 BEREAVEMENT LEAVE**

The Staff Member shall be entitled to up to three days' bereavement leave without loss of salary on the death of the Staff Member's partner, parent or guardian, partner's parent, brother, sister, child, grandparent or grandchild, or other close relative.

DC will be sensitive to differing personal circumstances, cultural and ethnic practices and travel arrangements when considering requests for bereavement leave in excess of the above entitlement. Where Diners Club accepts that on the death of any other person, the employee has suffered a genuine bereavement, 1 day's paid bereavement leave will also be granted.

## **24 LONG SERVICE LEAVE**

- a) As a long service entitlement, the Staff Member shall be entitled to special leave as follows:
- i) One period of paid special leave of three weeks after the completion of 15 years current and continuous service with DCNZ and such leave must be taken within the completion of 3 years of becoming entitled to the leave.
  - ii) One period of paid special leave of four weeks after the completion of 25 years of continuous service with DCNZ and such leave must be taken within the completion of 3 years of becoming entitled to the leave.
  - iii) One period of paid special leave of five weeks after the completion of 35 years of continuous service with DCNZ and such leave must be taken within the completion of 3 years of becoming entitled to the leave.
  - iv) One period of paid special leave of six weeks after the completion of 40 years' continuous service with DCNZ.

**Note:** For the purposes of clarity the leave provided under this Clause shall be paid that the Staff Member's ordinary time rate and shall not include any Allowances, penal rates,

Additional loadings, over-time rates or other payments made either through statute or this Collective Agreement.

- b) As a long service entitlement, the Staff Member shall be entitled to special leave as follows:
  - i) One period of paid special leave of three weeks after the completion of 15 years and before the completion of 25 years of continuous service with DC
  - ii) One period of paid special leave of four weeks after the completion of 25 years and before the completion of 35 years of continuous service with DC
  - iii) One period of paid special leave of five weeks after the completion of 35 years and before the completion of 40 years' continuous service with DC
  - iv) One period of paid special leave of six weeks after the completion of 40 years' continuous service with DC
  
- c) The provisions of this clause shall not apply where DC provides the Staff Member with reward for long service which is not less favourable to the Staff Member than the foregoing.
  
- d) DC may set off against and deduct from any allowance paid to the Staff Member at termination of employment salary and/or taxable allowances paid to the Staff Member in respect of any period of special leave taken in terms of sub-clause (a) of the clause.
  
- e) Any period of special leave to which the Staff Member may become entitled shall be taken at such time or times as may be mutually agreed between DC and the Staff Member concerned.

- f) If the Staff Member has become entitled to a period of special leave, but leaves DC before such special leave has been taken he/she shall be paid in lieu thereof.
- g) For the purposes of this clause, continuous service shall not be deemed to have been broken if the Staff Member has had an absence from service for parental care purposes in accordance with DC's extended parental absence policy, provided that the period of absence shall not count towards accumulated service and provided also that the Staff Member has not been employed by any other employer during the period of absence from service.
- h) Long Service leave must be used by the staff member within three years of the leave being earned. Where a staff member wishes to utilise long service leave outside of this period for a particular reason, they must advise DCNZ in advance. DCNZ will decide whether this is appropriate but will not unreasonably withhold consent.
- i) Long Service Loyalty Recognition**

The Staff Member shall, on the completion of 10, 15, 20, 25, 30, 35, 40 and 45 years current continuous service, receive a taxable lump sum payment of \$750.00 on each of those anniversaries. Approved leave without pay shall not break the continuity of service but shall not count as service.

## **Part IV: SALARIES**

### **25 Salary payments**

- (a) (i) Salaries shall be paid fortnightly in a manner agreed between DC and staff members, provided that salaries shall be paid one clear day prior to any statutory or proclaimed holiday or weekend.
- (ii) For the purposes of calculating fortnightly salary, the annual rate shall be divided by 26.
- (b) Overtime, shift allowances and payments other than salaries provided under this Agreement shall be paid not later than the pay day for the pay period following that in which they are incurred.

(c) Notwithstanding anything elsewhere contained in this Agreement, DC shall be entitled to make a rateable adjustment to the fortnightly salary of the Staff Member if he/she is absent from duty without the consent of the manager, team leader or department head, provided that any adjustment to salary payable for a fortnight subsequent to that in which the absence occurred shall be in accordance with the provisions of the Wages Protection Act 1983.

(d) For the purposes of this Agreement hourly rates shall be derived from annual rates by dividing the annual rate by 1950.

## **26 BASIS OF THE ANNUAL ADJUSTMENT**

In reviewing the factors giving rise to an annual adjustment of salary scales, DC and Finsec will have particular regard to relevant factors including:

- (a) the cost of living;
- (b) general adjustments agreed in the financial services industry; and
- (c) the rates paid for comparable positions in the financial services industry.

## **27 SALARY SYSTEM AND JOB ROLES**

(a) The salary system includes roles that may be defined as specialist roles. Specialist job roles are also described in accordance with the core competencies required to perform them. Salary progression in these roles occurs in three phases:

- (i) Training
- (ii) Development, and
- (iii) Consolidation.

(Some job roles will have two development steps and others may have a combined Training and Development phase with two steps.)

On satisfactory completion of the Training and Development phases a staff member is considered to be “competent” in their current job role.

The competency phases are described in the applicable Competency Assessment Schedule (CAS) for each job role.

The CAS’s agreed between the parties on a collective or individual basis define the competencies required for each salary increase. They should be read in conjunction with the Agreement and may be varied from time to time by agreement.

**(b) Salary scales are as they appear in the Schedule 1.**

Specialist roles covered by this Agreement have a salary scale determined with regard to the consideration of four descriptors relating to four standard salary bands. Jobs may directly align with these bands based on those criteria, or they may fall between the bands where the assessment indicates this is appropriate.

These descriptors are based upon

- (i) Complexity of the role;
- (ii) Degree of decision-making in the job; and
- (iii) Whether or not the role involves management of staff

**S4** Accountable for a diverse range of highly complex tasks which require considerable judgement and “in depth” analysis. Has discretion to make significant decisions affecting the operation of their business unit. Would normally have the assistance of support staff. Typically senior positions and senior supervisors.

- S3. Supervisors and other experienced specialists undertaking duties where there is a requirement for “in depth” analysis. Duties are of a complex nature. Able to make decisions within defined parameters. Typically Senior Project Officers, Business Analysts, Legal.
- S2. Staff in positions who provide a specialist service requiring analysis and operational judgement. May be a member of a team. May be a skilled administrative staff member where initiative and judgement are required.
- S1. Staff who provide a specialist service either requiring operational judgement or undertaking administrative support activities.

## 28 SALARY INCREASES

### **(a) In The Training And Development Phases (up to “competent”)**

After commencement, any further salary increases up to “competent” level will be determined on the basis of skill acquisition and performance on the job demonstrating these skills. The rate of progression is typically one year to complete the Training phase and one year to complete each of the steps in the Development phase.

### **(b) In the Consolidation Phase ("competent" and above)**

Consolidation steps are annual steps. If the Staff Member has been assessed as “competent” in his/her current job role, he/she may have a salary increase withheld where he/she has failed to display the skills and performance required. In these circumstances the Staff Member will have been undergoing counselling by his/her team leader and/or manager with the appropriate recording.

**29 ANNIVERSARY DATE FOR COMPETENCY ASSESSMENTS AND SALARY REVIEWS**

(a) A competency assessment is completed within 12 months after commencing in a role. Subject to sub-clause (b), the date of this assessment becomes the anniversary date for subsequent annual reviews.

If, for any reason (other than as set out in sub-clause (b)), a competency assessment is not completed by the agreed review date, the agreed date will be the effective date of any salary increase and the anniversary date for any subsequent annual review.

(b) If the Staff Member does not receive a salary increase following an assessment, he/she shall receive a written statement (normally this will be the completed CAS form) outlining the reasons for this and the measures needed to be taken to achieve competency in that phase.

The Staff Member shall be entitled to a further assessment three months after receiving this statement. In the event of achieving the competency standard for that phase following any additional assessment as set out above, the date of the latest assessment will become the new anniversary date for the purposes of the next annual review.

**30 PROGRESSION ON TRANSFER BETWEEN JOBS**

If the Staff Member moves across at current salary, this would be adjusted if below the minimum for the job or if below the commensurate salary scale for competencies already attained. Where the salary is above the commensurate salary scale for competencies already attained, the salary will remain at that level until the relevant competencies have been attained and demonstrated on the job in accordance with the prescribed requirements. In all cases the maximum salary levels will not be exceeded through payments for the acquisition of the skill

phases. The anniversary date for review changes to the commencement date in the new job.

In some circumstances the annual date for review of competencies set at the Staff Member's first assessment on taking up a new job role may be less than the one year period. Where the review date is to be altered in this regard, the assessment is to be referred to the appropriate HR Manager for approval.

If the Staff Member is promoted within one month of his/her next annual review date (i.e. after eleven months since their last salary review), he/she will receive that review and any corresponding salary adjustment at the time of the promotion. The next review takes place one year later.

Movement of the Staff Member between job roles will be dependent on vacancies arising.

### **31 PREVIOUS RELEVANT EXPERIENCE IN THE INDUSTRY**

Staff members (other than those to whom the parental leave provisions apply) returning to DC, or those commencing with comparable previous experience with another Credit Card Agency, shall be paid a commencement salary within the salary range applicable to the position in which they have been recruited, having regard to an assessment of their skills in accordance with the criteria set out for that position.

### **32 OVERTIME AND CAL OUT RATES**

#### **(a) Overtime**

The Staff Member shall be paid overtime for all time worked outside of the clock hours prescribed in sub-clause (a) of clause 1 of this Agreement or in excess of 7.5 hours a day or 37.5 hours a week at the appropriate rates set out in the table below, or on the instigation of the Staff Member, and subject to mutual agreement, the Staff Member may be granted time in lieu on the basis of one hour for each hour worked. For the purpose of clarity, where such an

arrangement has been agreed, clause 1(a) Hours of Work, clause 3 Meal Money and clause 9 Mileage do not apply.

(b) Call-out Payment

- (i) For the purpose of this clause a call-out shall be deemed to have occurred from time of departure from home. Where the Staff Member is still at work, normal overtime applies.
- (ii) More than one call-out completed during the applicable minimum period shall be deemed to be one call-out.
- (iii) If the Staff Member receives a call-out payment, he/she shall not be eligible for a meal money payment.

(c) Transport

Where a call-out from home payment is made in accordance with the schedule below, DC shall convey the Staff Member, at DC’s expense, to and from the Staff Member’s place of residence; or the Staff Member may use his/her own motor vehicle and be paid an allowance in accordance with clause 9 of this Agreement.

| <b>Work Required</b>  | <b>Pay Rate</b>   | <b>Additional Entitlement</b>                 |
|---|---|---|
| As approved overtime i.e.<br>• in addition to a 7.5hr day, or<br>37.5 hr week<br>• prior to 7.00am, or after 7.00pm | Time and a half (T1.5)  | NIL   |
| On Saturday, or Sunday <sup>1</sup>   | A minimum of four hours paid at double time (T2)  | NIL   |
| On a statutory, or public holiday which falls on a normal work day for the staff member concerned                   | A minimum of four hours paid at additional time one or the staff member’s relevant daily pay (less any penal rates) that relates to the time actually worked on the day | An additional day off work in lieu is granted |

<sup>1</sup> Only applies to staff members who normally work on days from Monday to Friday inclusive.

|   |   |  |
|---|---|--|
|   | plus half that amount again, whichever is the greater.  |  |
| On a statutory, or public holiday which falls on a day which is not a staff member's normal work day  | A minimum of four hours paid at double time (T2) or the staff member's relevant daily pay (less any penal rate) that relates to the time actually worked on the day plus half that amount again, whichever is the greater.    | NIL  |
| As a result of a Call out from home (Monday to Friday)  | A minimum of two hours paid at time and a half (T1.5).  | NIL  |
| As a result of a Call out from home on a Saturday or Sunday <sup>2</sup>  | A minimum of two hours paid at double time (T2)   | NIL  |
| As a result of a call out from home which occurs on a Statutory, or Bank holiday which would be a normal work Day for the staff member concerned  | A minimum of two hours paid at additional time one or the staff member's relevant daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again, whichever is the greater. | An additional day off work in lieu is granted. |
| As a result of a call out from home which occurs on a Statutory, or DC Holiday which falls on a day which is Not a staff member's normal work day | A minimum of three hours paid at double time (T2) or the staff member's relevant daily pay (less any penal rate) that relates to the time actually worked on the day plus half that amount again, whichever is the greater.   | NIL  |
| As a result of a call-out which is corrected at home using DC provided computer   | A minimum of one hour paid at Time and a half (t1.5) or the staff member's relevant daily pay (less   | NIL  |

<sup>2</sup> Only applies to staff members who normally work on days from Monday to Friday inclusive

|  |  |   |
|--|--|---|
| equipment (Monday – Friday)  | any penal rate) that relates to the time actually worked on the day plus half that amount again, whichever is the greater.   |   |
| As a result of a call-out which is corrected at home using DC provided computer equipment on a Saturday, or Sunday <sup>3</sup>  | A minimum of one hour paid at double time (T2)   | NIL   |
| As a result of a call-out which is corrected at home using DC provided computer equipment on a Statutory, or DC Holiday which would be a normal work day for the Staff member concerned  | A minimum of one hour paid at additional time one or the staff member’s relevant daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again, whichever is the greater. | An additional day off work in lieu is granted |
| As result of a call-out which is corrected at home using DC provided computer equipment on a Statutory, or DC Holidays which fall on a day which is not a staff Member’s normal work day | A minimum of one hour paid at Double time (T2) or the staff member’s relevant daily pay (less any penal rate) that relates to the time actually worked on the day plus half that amount again, whichever is the greater.     | NIL   |

### **33 STANDBY PROVISION**

The following payment shall apply if the Staff Member volunteers to standby for after hours call-out purposes and is requested to do so by DC.

(a) Standby Communication

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<sup>3</sup> Only applies to staff members who normally work on days from Monday to Friday inclusive

If the Staff Member is rostered to be on duty, he/she will be required to remain within reasonable commuting distance and direct telephone contact of DC and during rostered hours. Where practicable, and at DC’s option, the Staff Member will be provided with a paging unit to allow a greater degree of flexibility while on standby.

- (b) If the Staff Member is required to standby for emergency calls, he/she shall be paid standby allowances as follows:

(2,3,4) – only applies to staff members who normally work on days from Monday to Friday inclusive

| <b>Day(s) of Week</b>                                      | <b>Per Day</b> |
|--|----------------|
| Monday to Friday inclusive                                 | \$16.94        |
| Saturdays, Sundays and statutory or proclaimed DC Holidays | \$33.80        |

**Part V: Other arrangements**

**34 DINERS CLUB AUTHORISATIONS**

**(a) Hours of Work**

- (i) If the Staff Member is engaged to work in the authorisations centre, the ordinary hours of work shall not exceed 40 per week (“week”

means a period commencing Monday and ending the following Sunday) or 8 per day, to be worked on five days of the week.

- (ii) Where the Staff Member is engaged to work in the authorisations centre, and his/her ordinary hours of work fall between 7pm to 7am Monday to Friday, or at any time on Saturday or Sunday (i.e. after 7pm Friday up to 7am Monday) an allowance of 15% of their hourly rate shall be paid for each hour so worked during this period.
- (iii) Meals and tea taken while on duty are to be consumed “on the job” during the Staff Member’s shift, however the Staff Member is to continue to respond to customer enquiries at all times during their rostered shift.

**(b) Salary Divisor**

For the purposes of this clause hourly rates of pay shall be derived from annual rates by dividing the annual rate by 2080.

**(c) Meal Money**

If a Staff Member engaged to work in the authorisations centre is required to work more than 1 hour overtime after 5.30pm on any day, the Staff Member shall be allowed a meal money payment of \$8.38

**(d) Transport**

Other than during daylight hours, where a Staff Member engaged to work in the authorisations centre is required to start or cease work at a time when public or other suitable transport is not available DC shall convey the Staff Member to or from the Staff Member’s place of residence.

**(e) Overtime and Penal Rates**

- (i) Time worked in excess of 8 hours per day on the first five days or any time worked on a seventh day during any week shall be overtime and be paid at the rate of time and a half.

Time worked voluntarily on a sixth day shall be additional hours and be paid for at an allowance of 15% per hour in addition to ordinary hourly pay. Time worked in excess of 8 additional hours on any sixth day shall be paid at time and a half.

Staff who are required to work on a sixth day, for example to cover an unforeseen circumstance, shall be paid at the rate of time and half.

- (ii) Where the Staff Member is required to work on any statutory or proclaimed holiday (as listed in sub-clause (a) of clause 19 of this Agreement) which would otherwise be a normal working day for the Staff Member, he/she shall be paid, in addition to his/her ordinary wages, an extra payment in respect of time worked on such day at the rate of ordinary time and shall receive an additional day off on pay to be separately allowed by mutual agreement.
- (iii) If the Staff Member is required to work on a statutory or proclaimed bank holiday which would otherwise be a normal working day for the Staff Member (i.e. outside of his/her normal working days), he/she shall be paid for time worked at the rate of double time.
- (iv) Payment of the allowance in (a) (ii) above shall not be made for hours worked which are paid for at overtime rates, nor shall the allowance be counted as part of remuneration for the purposes of calculating overtime rates.

- (v) Unless mutually agreed to the contrary between DC and the Staff Member, broken periods of time off during the day shall not be allowed in lieu of payment for overtime.

Exceptions:

- (I) Clauses (1) (Hours of work), 3 (Meal money), 4 (Relief), 5 (Travelling Expenses and reimbursements), 6 (Mileage allowance), 34 (d) (Salary Divisor), 34 (e) (Overtime), 33 (Standby) and Part V of this Agreement have no application if the Staff Member is engaged under this clause.
- (II) Sub-clause 16 (a) shall apply subject to the Staff Member not being required by DC to work on any Public Holiday. Where the Staff Member is required to work on a Public Holiday he/she shall be paid at the rate, and shall receive an alternate day's holiday ("day in lieu"), as provided in this clause.

**Part VI: EMPLOYMENT TERMINATION, DISPUTE AND  
GRIEVANCE RESOLUTION**

**35 TERMINATION OF EMPLOYMENT**

- (a) Unless otherwise agreed, a minimum of one month's notice of termination of employment, or payment in lieu of such notice must be given by the Staff Member or DC.
- (b) Nothing in this clause shall affect in any way the right of DC to dismiss the Staff Member summarily for misconduct, wilful disobedience, or neglect of duty, including the grounds set out in clause 35.

**36 DISMISSAL**

(a) Summary Dismissal

Summary dismissal is without notice and salary is paid to date of dismissal only. Unless there are exceptional extenuating circumstances the following actions shall constitute grounds for summary dismissal.

- (i) Gross insubordination or wilful disobedience in carrying out lawful requests of a supervisor;
- (ii) Removing equipment or articles from DC's premises without authorisation.
- (iii) Being in possession of another staff member's personal property without that staff member's permission.
- (iv) Using DC equipment or services without proper authorisation.
- (v) Wilful damage to DC property.
- (vi) Assaulting any person (customer, member of the public or staff) during working hours.
- (vii) Irresponsible use of fire protection or safety equipment installed on the premises.

- (viii) Supplying or using drugs on DC's premises. (drugs are defined as those falling under the Misuse of Drugs Act 1975. Exceptions are those drugs prescribed by a registered medical practitioner or non-prescribed items purchased from a chemist provided they are used as prescribed or directed).
- (ix) Possession for supply, and/or possession without medical consent, of any substances defined as a "controlled drug" under the Misuse of Drugs Act 1975.
- (x) Reporting for work in such a condition of intoxication, through either alcohol or drugs, that the staff member is unable to perform his/her duties properly and safely. At the time of the first offence the staff member reporting in such a condition will be sent home. A second occurrence will constitute grounds for instant dismissal.
- (xi) Consuming intoxicating liquor on the premises during working hours without executive consent.
- (xii) Acts inside or outside DC of fraud, misappropriation or any form of theft.
- (xiii) Breach of DC's Confidentiality Declaration/Undertaking.
- (xiv) Abandonment of employment. A staff member is deemed to have abandoned his/her employment if absent three or more consecutive working days without approval of DC.
- (xv) Intimidation or persistent harassment of any staff member.
- (xvi) Neglect of duty.
- (xvii) Wilful falsification of DC records, including attendance records.
- (xviii) Breach of data security:
- (xix) Accessing or facilitating the access to DC's computer systems without proper authority.
- (xx) Using DC's computer systems for other than DC related business.
- (xxi) Using your password otherwise than in the performance of your job function.

- (xxii) Disclosure of your password to another person.
- (xxiii) Material or essential misrepresentation or non-disclosure of information to obtain any benefit of employment, or to obtain any of DC's services for the staff member or any other person.
- (xxiv) Sexual or racial harassment.
- (xxv) Any conduct which is incompatible with your employment relationship with DC.
- (xxvi) Any other behaviour that constitutes serious misconduct.

(b) Dismissal by Notice

DC may terminate the Staff Member's employment where the action of the Staff Member gives cause for concern and does not justify instant dismissal.

Examples of conduct that may give concern are:

- (i) Standards of work performance
- (ii) Discipline
- (iii) Observance of rules
- (iv) Work attendance
- (vi) Conduct.

- (c) In appropriate circumstances, where the nature of the behaviour is considered by DC to be sufficiently serious, DC reserves the right to dismiss the Staff Member by notice.

Where an act is carried out by the Staff Member which is not specifically covered as grounds for summary dismissal, or dismissal by notice, but is of a similar nature, DC can implement the disciplinary procedure.

## **37 EMPLOYMENT RELATIONSHIP PROBLEMS**

If the Staff Member has a personal grievance, dispute, arrears claim or any other form of employment relationship problem, the Staff Member should at the first instance raise the matter with his/her Manager and/or his/her human resources representative. It is DC's policy to attempt to resolve problems directly and at the earliest opportunity.

If the problem is not resolved to the Staff Member's satisfaction then it will be dealt with in accordance with the provisions of Part 9 of the Employment Relations Act 2000. Here is a description of the process to be used in progressing any such grievance or dispute.

### **(a) Personal Grievances**

- (i) If the Staff Member thinks he/she has been unjustifiably dismissed from DC; or disadvantaged, unlawfully discriminated against, sexually or racially harassed, or subjected to duress because of membership of Finsec during his/her employment, the Staff Member can take a personal grievance.
- (ii) The Staff Member must tell DC or his/her Manager about his/her concerns within 90 days of first becoming aware of the problem, unless there are exceptional circumstances as set out in the Act.
- (iii) The Staff Member can involve a Finsec delegate or office at any stage of this process and are encouraged to do so.
- (iv) If the problem remains unresolved the Staff Member can ring the Mediation Service on 0800 800 863 and a mediator will help resolve the problem with DC. The parties must try and resolve the problem in "good faith".

- (v) If mediation is unsuccessful or one party declines to take part in mediation the other party can make a written application to the Employment Relations Authority. The Authority will either investigate the problem and make a decision about it or may refer the problem to the Employment Court.
- (vi) If either party is not satisfied with the decision of the Authority, that decision can be appealed to the Employment Court.

**(b) Labour Inspectors**

If the Staff Member thinks he/she is not being paid correctly or is are having problems about sick leave or annual leave, and has not been able to resolve the matter, the Staff Member can ring a Labour Inspector on 0800 800 863. They will help sort out the problem by explaining the Staff Member's rights, and if necessary, taking action on the Staff Member's behalf.

**(c) Disputes**

If there is an unresolved dispute about the terms and conditions of this Agreement, the Staff Member and/or a Finsec delegate or office, or DC can ring the Mediation Service and they will help resolve the matter. If the Staff Member rings the Mediation Service about a dispute, the Staff Member must also inform Finsec and DC.

**(d) Human Rights Commission**

As an alternative to the Personal Grievance procedure outlined above, where the Staff Member wishes to raise a matter of unlawful discrimination or harassment that is affecting him/her at the workplace and he/she does not want to raise the matter directly, the Staff Member can ring the Human Rights Commission on 0800 496 877 or the Race Relations Office. They can assist with free, confidential advice and if appropriate they may provide mediation and investigation services.

## **38 APPEALS**

- (a) If the Staff Member:
- (i) Disputes his/her skills/performance assessment, or
  - (ii) Believes he/she has been disadvantaged because of a lack of relevant training opportunities, or
  - (iii) Believes that he/she is not in the correct job role for the activities performed;
- the matter in dispute shall first be referred to the Business Unit manager for discussion and resolution.
- (b) If it is not resolved to the satisfaction of the Staff Member, then it shall be referred in writing to the appropriate Human Resources Manager. If either party requires, the matter may then be referred to a grievance committee for resolution.
- (c) The grievance committee shall comprise up to a maximum of four persons, up to two nominated by DC and up to two nominated by Finsec.
- (d) If the matter is still unresolved it may be pursued as an employment relationship problem.

## **39 REDUNDANCY AND REDEPLOYMENT**

- (a) **Definitions**
- (i) "Redundancy" means a situation where the Staff Member's employment is terminated by DC, the termination being attributable, wholly or mainly to the fact that the position filled by the Staff Member is, or will become, superfluous to the needs of DC, because of the cessation of the whole or any part of DC's operation or where the Staff Member's job function is no longer required.

- (ii) If the Staff Member is engaged for a fixed term of employment, temporary or casual staff, he/she shall not be deemed to be redundant at the scheduled completion of their employment.
- (iii) "One week's salary" shall be defined as 50% of basic fortnightly salary, plus shift allowance and weekend penal payments, where applicable, averaged over the three pay periods worked by the Staff Member immediately prior to the date of termination of employment.
- (iv) "A directly comparable position" shall mean a position with the same salary and is in the same location or at another location within reasonable commuting distance of the Staff Member's place of residence and is commensurate with the Staff Member's skills and employment history.
- (v) "Date of termination of employment" means the Staff Member's last day of duty. If the Staff Member's position has or will become surplus to DC's requirements because of cessation of any part of the Bank's operation or where the Staff Member's job function is no longer required, he/she shall be entitled to the following provisions in respect of redeployment and, where necessary, redundancy.

**(b) Voluntary Redundancy**

In situations where, as a result of restructuring by DC, there is a reduction in the required number of the same positions, DC may seek from staff an expression of interest in voluntary redundancy. This is to be forwarded in confidence direct to the appropriate Human Resources Manager. No pressure shall be placed on any staff member to respond.

Where such requests are received, DC retains the right to accept or reject each, or all, of those requests. Where any such application is not accepted, no record of the application will be retained in the Staff Member's personal file. If the Staff Member is a member of Finsec and has expressed an interest in voluntary redundancy and is subsequently made redundant, Finsec shall be notified at the same time that formal notice is given to the Staff Member.

**(c) Redeployment**

- (i) Before the Staff Member is made redundant DC undertakes to examine all alternative job options and make every reasonable endeavour to identify and offer at least one job option.
- (ii) Any such offer shall be in writing and shall include information on the location, grade and principal duties of the job.
- (iii) If the Staff Member receives an offer of redeployment which requires a change of residence, he/she shall be given 14 days to decide upon the offer. Any offer not involving a change of residence, the period shall be seven days.
- (iv) If the Staff Member declines an offer of a directly comparable position, he/she may be made redundant but will not be entitled to any of the provisions of this clause.
- (v) DC may offer the option of continued employment in a non-comparable position provided that the Staff Member shall be entitled to decline that offer without forfeiting his or her entitlement to the redundancy compensation provisions of this clause.
- (vi) If the Staff Member accepts a job option within DC which requires a change of residence, he/she will be entitled to the same provisions and benefits as a staff member who is transferred at DC's request.

**(d) Notice**

- (i) If the Staff Member's position becomes superfluous to the needs of DC, he/she will receive a minimum of six weeks written notice of termination of his or her employment, or payment in lieu thereof, provided that where the Staff Member is offered a job option pursuant to sub clause (c) of this clause, the period of notice may be deemed to have commenced on the date on which that job option is offered in writing.
- (ii) Subject to the provisions of paragraphs (i) and (iii) of this sub clause, any payment of redundancy compensation shall be contingent on the Staff Member remaining at work and performing his or her assigned duties as required until the expiry of the period of notice.
- (iii) If the Staff Member receives notice of redundancy and finds an alternative position during the period of notice, he/she may, with the consent of DC, which shall not be unreasonably withheld, terminate his or her employment prior to expiry of the notice period, without forfeiting entitlement to redundancy compensation. The un-worked portion of notice will not be paid.
- (iv) The national office of Finsec shall be notified at the same time that notice is given to a redundant staff member, who is a member of Finsec.

**(e) Redundancy Compensation**

If the Staff Member is made redundant the following payments will apply:

- (i) Six weeks salary for the first year of service. Pro-rated for those with less than one year of service.

- (ii) Plus two weeks salary for each subsequent consecutive year or part thereof up to a maximum of 40 weeks. For the purposes of clarity this 40 weeks includes the six weeks provided for in (i) above.

Note: For those Staff Members who at the time of the coming into force of this collective agreement (being 1<sup>st</sup> February 2006) have accrued 40 weeks or more of pay as redundancy compensation under the previous collective agreement provisions shall be entitled to retain that amount of compensation. Each will receive a letter stating their current accrual entitlement and that there will be no entitlement to accrue further weeks of compensation payment. This shall be placed on the Staff member's file and a copy given to the Staff member to retain.

Where a Staff member has accrued less than 40 weeks of entitlement to redundancy compensation at the 31<sup>st</sup> January 2006 under the terms and conditions of the previous collective agreement he / she shall retain the number of weeks accrued as at 31<sup>st</sup> January 2006.

Further accrual for compensation shall continue up to a maximum of weeks pay under the formula prescribed in Clause 38 (e) (ii).

**(f) Unused Leave**

Payment will be made for any outstanding Annual Leave entitlement.

**(g) Superannuation**

If the Staff Member is made redundant and is a member of the DC's staff superannuation fund, he/she shall be entitled to the withdrawal benefits and deferred pension provisions where applicable in terms of the rules of that scheme.

**(h) Medical Benefits**

If the Staff Member is made redundant and is a member of a staff medical benefits scheme, he/she shall be entitled to claim any admissible medical expenses incurred up to the date of termination of employment.

**(i) Leave Without Pay**

If the Staff Member is on parental leave, or other leave of absence, and has previously been advised that a position will be held open, advises DC that he/she wishes to return to work at the conclusion of that leave and DC advises that a position will not be available for them due to redundancy the provisions of this clause will apply.

In such a case the provisions of this clause shall be applied on the basis that the Staff Member was made redundant as at the date that he/she commenced leave, provided that the period of leave up to the date of receipt of notice of redundancy shall count toward total service for the purpose of calculating a payment under sub-clause (e) of this clause.

**(j) Stopwork Meeting**

Finsec will be entitled to one paid stop work meeting at a workplace where notice of redundancy has been given.

**(k) Employee protection**

If the employer's business is sold or transferred (in whole or in part) and the sale or transfer is likely to affect the employment of any employee, the employer shall endeavor to negotiate a transfer to the new employer on the same conditions of employment, with service to be treated as continuous.

Where such an offer of employment is made with the new employer, or where another position is offered which the staff member is willing to accept, then no redundancy compensation will apply. In the absence of such an offer of

employment, the redundancy provisions of this collective agreement shall apply.

**40 SUSPENSION**

DC may suspend the Staff Member on full pay for such period as it considers reasonable in circumstances for disciplinary reasons.

**Part VII: Union Rights**

**41 ELECTION OF OFFICE REPRESENTATIVES**

Staff Members who are members of Finsec shall, for the purpose of electing an office representative of Finsec, be entitled to one half hour meeting per year during normal working hours. The time for any such meeting shall be subject to approval by DC and such approval not to be unreasonably withheld.

**42 ACCESS TO PREMISES**

Authorised officers of Finsec may enter any of the employer’s premises to conduct union business, including the recruitment of non-members or for purposes related to the employment of Finsec members. This access may cause some disruption to normal business operations.

Upon accessing a worksite, the Finsec representative, will upon request, advise site management (or if unavailable, an appropriate person) of their presence, and provide identification if asked.

**43 UNION EDUCATION**

As per Sections 70-79 ERA 2000, the following will apply in terms of paid union education:

The employer shall allow union members working for them to be released on full pay for union education in accordance with this clause.

The maximum number of days that may be utilised for union education within one calendar year will be based upon how many union members are employed by the company on January 1 of the year in question:

| Number of union members:  | Maximum Number of Union Education days:          |
|---------------------------|--|
| 1 – 5 union members       | 3 days per year                                  |
| 6 – 50 union members      | 5 days per year                                  |
| 51 – 280 union members    | 1 day for every 8 FTE union members              |
| 281 union members or more | 35 days plus 5 days for every 100 FTE employees. |

Unused Union Education days do not accumulate from year to year.

The union will give the employer a minimum of 14 days notice of any union member attending union education.

The employer shall grant this leave unless this would unreasonably impinge on business operational needs. In such circumstances, the employer will advise the union as soon as possible, and the employer and union shall agree on an alternative date for the employee to attend union education.

#### **44 UNION MEETINGS**

Finsec members shall be entitled to attend two paid union meetings on full pay of up to two hours duration each per year.

At least 14 days notice of such meetings shall be given to the employer by the union. All union members shall be released for these meetings unless there are unusually pressing business needs. In such cases the employer will advise of this as soon as possible and the employer and union will agree to an alternative arrangement that allows all union members to attend a meeting.

On request, the union will provide the employer with either a list of members who attended the union meeting or the employee will provide the employer with a certificate of attendance from the union.

#### **45 UNION SUBSCRIPTIONS**

Where an employee currently pays union subscriptions by deduction, the employer shall continue to such subscriptions as advised by the Union from the employee's pay and shall forward the amounts deducted to Finsec at fortnightly intervals.

#### **46 UNION NOTICEBOARD**

The employer will provide a notice board on site exclusively for the display of union information.

**Part VIII: TERM OF THE AGREEMENT**

This agreement shall come into force on the 1<sup>st</sup> day of May 2007 and shall continue in force until the 31st day of July 2008.

SIGNED:

For and on behalf of DC

For and behalf of Finsec

Name:

Name: Michael Wood

Title:

Title: National Organiser - Finsec

Date:

Date:

**SCHEDULE 1: SALARY SCALES**

Salary Scales:

**S1-Specialist 1**

T/Leader S14

|          |              |               |
|----------|--------------|---------------|
| \$37,178 | S13 Top Cons |               |
| \$19.08  |              |               |
| \$35,446 |              | S12           |
| \$18.17  |              | Consolidation |
| \$33,765 |              |               |
| \$17.32  |              |               |
| \$30,533 |              | S11           |
| \$15.66  |              | Development   |
| \$27,188 |              |               |
| \$13.94  |              |               |

**S2-Specialist 2**

T/Leader S24

|          |              |               |
|----------|--------------|---------------|
| \$44,363 | S23 Top Cons |               |
| \$22.75  |              |               |
| \$42,961 |              | S22           |
| \$22.03  |              | Consolidation |
| \$41,559 |              |               |
| \$21.32  |              |               |
| \$38,677 |              | S21           |
| \$19.83  |              | Development   |
| \$35,727 |              |               |
| \$18.33  |              |               |

**S3-Specialist 3**

T/Leader S34

|          |              |               |
|----------|--------------|---------------|
| \$48,508 | S33 Top Cons |               |
| \$24.88  |              |               |
| \$47,103 |              | S32           |
| \$24.16  |              | Consolidation |
| \$45,697 |              |               |
| \$23.43  |              |               |
| \$42,747 |              | S 31          |
| \$21.92  |              | Development   |
| \$39,941 |              |               |
| \$20.48  |              |               |

**S4-Specialist 4**

T/Leader S44

|          |               |               |
|----------|---------------|---------------|
| \$53,563 | S 43 Top Cons |               |
| \$27.47  |               |               |
| \$51,875 |               | S 42          |
| \$26.61  |               | Consolidation |
| \$50,191 |               |               |
| \$25.74  |               |               |
| \$47,242 |               | S 41          |
| \$24.23  |               | Development   |
| \$44,285 |               |               |
| \$22.71  |               |               |

**S1 Roles include:**

- Data Entry
- Cashier
- New Applications Administration
- Applications Processing Officer

**S2 Roles include:**

- New Accounts Analyst
- Merchant Administrator
- Customer Services Representative
- Reconciliation

**S3 Roles include:**

- Credit Controller
- Investigations Representative
- Authorisations
- Legal Administration Officer

**S4 Roles include:**

- Lending Administration Officer
- Commercial Credit Management

