

FAIR WORK COMMISSION

Fair Work Act

Section 156 – 4 Yearly Review of Modern Awards

Family Friendly Work Arrangements (AM2015/2)

Witness Statement of Ashlee Czerkesow

1. My name is Ashlee Czerkesow. I am 30 years old. My partner and I have a five year old daughter who was born on [REDACTED] January 2012.
2. I am currently employed as a permanent part-time Washroom Operations Manager at Flick. I was previously employed as a Customer Service Consultant at One Path, a company in the ANZ Group. I worked in the Gosford office in New South Wales. I was employed under the [ANZ Enterprise Agreement 2015-2016](#), a copy of which is **Attachment A**.

Parenting responsibilities

3. My partner owns a pest control business and works long and unpredictable hours. We try to share caring responsibilities, but because of my husband's working hours I am primarily responsible for meeting our daughter's care needs.

Employment arrangements

4. I started working at One Path (formally ING) 10 years ago, on 28 August 2006. I worked full-time in an administrative role in the head office in Sydney for a year, and then I started working full-time in the contact centre in Tuggerah. In 2012, the office moved locations to Gosford. In both jobs, I worked 38 hours a week, Monday to Friday. When I was in the contact center, I was on a rotating roster so my starting and finishing times changed each week.
5. One Path offers insurance and superannuation services. The Gosford office mostly dealt with insurance. My job was to receive in-bound calls and provide advice on existing insurance policies. Over the years I was allocated additional duties including assisting the complaints and emails teams when they were busy.
6. There were two waves of redundancies in the Gosford office in around 2014, but before that there were about 60-80 people in the office as a whole, and about 20-28 people in the

contact center. In the contact center, there were 3 managers and about 10 staff members under each manager.

7. I commenced maternity leave in the first week of January 2012. I applied for twelve months maternity leave but asked to return to work after only 8 months because we needed the money. During my leave, I received the government's paid parental leave payment and 12 weeks paid maternity leave from One Path. I also took about 3 weeks annual leave in mid-December 2011 shortly before I started my maternity leave.

Request for reduced hours

8. In June 2012, I contacted my direct manager by phone asking if I could return to work in August 2012 on reduced hours. I asked to work three days per week. I needed to work but it had to be part-time because our daughter was still very young and needed regular care, and my husband was working long hours in his business. We could not afford full-time childcare or family daycare. If my request was approved, I planned to have my daughter in family day care for 1 or 2 days depending on our finances, and ask my mum and grandparents to look after her for the remaining day or days.
9. On 26 June 2012, my direct manager emailed me advising that One Path could either offer me full-time work, or part-time work starting in mid-July for five hours a day, five days a week, on a rotating weekly roster of different starting and finishing times to be determined according to business needs, with the arrangement to be reviewed on my original maternity leave end date. I was told that if I didn't want to accept the offer of part-time, I could finish my full period of maternity leave and return to work on the return date I had originally nominated, in January 2013. I was asked to advise of my choice by close of business the following day.
10. The next day, I emailed my manager to advise that I would have difficulty arranging care for my daughter at such short notice, and that I needed certainty around my start and finish times in order to book a family carer. I said I had managed to arrange care for Monday to Wednesday, but not for Thursday or Friday. I asked whether the business would consider letting me work fewer days after the end of financial year rush was over in September. Later that day, my manager emailed back confirming that I was being offered temporary part-time work up until my original maternity leave end date, and my shift times would be 9:00am-2:00pm Monday to Friday. I was advised that no other flexible arrangements could be guaranteed at that point and I was asked for my decision by the end of that day.
11. The part-time work arrangement offered meant that I would need to arrange formal or

informal care for our daughter five days a week. This was going to be very difficult and very expensive. However I felt I had no option but to accept the offer of five days because our family needed the income and it was clear that my manager was unwilling to negotiate any further.

12. I agreed to the part-time arrangement in a telephone discussion with my manager and asked that it be reviewed in January 2013, which would have been my normal return to work time if I had taken the full 12 months of maternity leave off.
13. I emailed my manager on 28 June 2012 asking for a slightly later start date so I could organise care for my daughter for Thursdays and Fridays. My manager agreed to my requested start date in a phone conversation later that day. In a follow up email, my manager confirmed I would start on 27 August 2012, complete three days training and commence my new hours on 31 August 2012 up until my original maternity leave end date.
14. A copy of the emails referred to in paragraphs 9-13 above is **Attachment B**.

Return to work

15. At the time of year that I wanted to return to work (August 2012) all the childcare centers near us were fully booked, and I could not find a family day care center which would take our daughter five days a week.
16. We ended up finding family day care for three days a week and asking my mum and a family friend to help on the other two days. Family day care has set hours and required payment for a full seven hour day, so we had to pay for seven hours on those three days even though we only needed five hours of care.
17. My mum is single and working to support herself and I was worried about the extra burden regularly caring for our daughter put on her. My friend was also studying and had limited time to spare. I felt very guilty about burdening my family and friends, and it was also complicated, time-consuming and costly in fuel to have to schedule and collect my daughter from different locations every day.
18. After about 18 months of the arrangement described above, when my daughter was about 2½, my mum's workload increased and her availability to care for our daughter reduced. Despite this, for a further few months, she continued saving up her leave so she could help me with my daughter once every 6 weeks. Towards the end 2015, the studying commitments of our friend who had looked after our daughter one day a week increased, and she became less available to help. My grandparents are both retired and although they

are well enough to look after our daughter and would have been happy to do it, I did not think it was fair to ask them to care for her regularly.

19. Despite repeated efforts as described below, I had been unable to get family friendly hours of work. It was no longer possible to rely on my family and friends due their increased commitments and the complexity of the arrangements. I felt I had no realistic option but to increase my daughter's formal care from 3 days to 5 days. She was then aged 3. As mentioned, I was paying for 7 hours care because that was the family day care minimum, but I was still only working 5 hours a day.

Continuing requests for flexibility

20. Employees of One Path had one-on-one meetings with their manager approximately every month to discuss performance and other matters. When I returned to work after maternity leave in late August 2012, I asked my manager at almost every one-on-one meeting if I could reduce my days to three days a week to accommodate my family responsibilities. I was told that there was no way to accommodate my needs at that stage and I would have to continue working five days.
21. In the year since I had my daughter, child care prices had continued to increase. My family was really feeling the financial pressure. I continued asking to work three full days per week, or even four full days a week. I just needed at least one full day off, on the same day each week, so that I could spend quality time with my daughter and so we did not have to pay for five days care.
22. After many months of asking to reduce my days, my manager agreed to give me a half day off on Wednesday, with an increase to my hours on the other days. This was slightly better, but I was still paying for a full day of day care on Wednesday even though I did not need it. It difficult to remember exactly now, but I think I did this arrangement for a number of months. I continued to request to work 3 days a week at my monthly one-one-one meetings, but was told there was no change that could be made.
23. In 2014, there were two rounds of redundancies at One Path and I ended up with a new direct line manager. He had children of his own and I felt he was much more sympathetic to my requests, but was still unable to get approval from senior managers to grant my request for a day or days off.
24. Around this time, I asked to increase my hours to 7 hours per day, because I was paying for day care anyway and so I thought I may as well be working and earning more. This was

agreed to, on the condition that I returned to a rotating roster of changing starting and finishing times. This was very problematic because I had to arrange for my husband or grandparents to collect my daughter on short notice when I found out my roster for the week. I needed the extra money so I agreed to the change, and I continued working in this arrangement right up until the last 3 months before I left One Path.

25. I was eventually offered four days a week on a rotating roster, which meant my day off changed every week. I generally received six weeks notice of my roster, but I still had to have five days of care booked and paid for in case I was rostered on, so this did not really help our family's financial situation. Day care places are booked in advance and even with six weeks notice, I could not change the day care arrangements so that my daughter was at home on my rostered days off.
26. I usually worked the day-time shifts at One Path because I could not work the very early or very late shifts due to my family responsibilities, and this was generally accommodated by One Path. Most of the full-time staff liked to start early because it meant they got to finish early, and the day time shifts were generally the busiest times. There were lots of calls between 8:30 to 10:30am, around lunchtime and again around 5:00-6pm.
27. During this time, I had put my daughter into pre-school on Mondays and Fridays because it was closer to home than family day care, and she continued going to family day care for the other three days a week. She was struggling with going to different places on different days, and so in early 2016, when more availability at pre-school came up, she started at pre-school on Thursday and Friday and went to family day care on Monday, Tuesday and Wednesday. This gave her more consistency with consecutive days at each place. Family day care hours were from 8:30am to 4:30pm and preschool was from 7am – 6pm. Around this time, I increased my working hours again to 7 ½ hours per day and did overtime on the days my daughter was at pre-school, because she was already in care and we needed the extra money.
28. By this stage, my daughter was about to start school and had been in full-time care since she was 8 months old because I had been unable to get flexible working hours from my employer, despite repeated requests. I was very worried that I had not been able to get enough quality time with her before she started school.
29. In August 2016, I went into my one-one-one meeting and told my manager that I wanted to attend compulsory school orientation days for the coming three Wednesdays with my daughter. My manager agreed to change my shift on a Wednesday from 9:00pm-1:00pm to

1:00pm-4:00pm. This change didn't affect the number of hours I worked. After attending the three Wednesday orientation session with my daughter, I realised I really needed and wanted to spend one day per week at home with my daughter before she started school the following year. I explained to my manager in another one on one why I wanted to take the remaining Wednesdays in the year off. I said that I couldn't see how the 4 hours I was doing on Wednesday were necessary for the business to keep operating. My manager said he would need to consider planning and scheduling for the team. I said to my manager that I wanted them to give me the day off or I would seek to use my leave entitlements so that I could have the remaining Wednesdays left in the year off work. Eventually, my manager agreed to let me have the Wednesday off permanently without the need for me to have to utilise annual or sick leave so that I could spend that time with my daughter.

Resignation

- 30. In January 2017, we relocated to Darwin for my husband's business and I resigned from my job at One Path. My partner and I were considering having another child, and if we had not relocated, I would probably have resigned my job at One Path after taking 12 months maternity leave because of my inability to get family friendly working hours.

- 31. I understood that One Path needed staff members answering the phones, and that if I was allowed to reduce my days it would have meant someone else would have had to cover my shifts. There were only a few part-time employees in the contact center, and I knew they had come across from other teams with their part-time hours already locked in. I suspect this meant that, if my request had been granted, my employer would have had to advertise either internally or externally and hire a new employee to replace my shifts. When I started at One Path, new staff had to undertake a 6 week training program. Since then, training times have been reduced to 1-2 weeks. Hiring an internal staff member would have saved training costs. To my knowledge, One Path did not try to recruit anyone, internal or external, to cover the time I wanted to have off work. I can't really recall the reasons that I was given for the rejection of my request, but I think it was on financial grounds.

.....

Ashlee Czerkesow

Date 8 May 2017



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australia and New Zealand Banking Group Limited
(AG2015/7478)

ANZ ENTERPRISE AGREEMENT 2015 - 2016

Banking finance and insurance industry

COMMISSIONER GREGORY

MELBOURNE, 22 DECEMBER 2015

Application for approval of the ANZ Enterprise Agreement 2015 - 2016.

[1] An application has been made for approval of an enterprise agreement known as the *ANZ Enterprise Agreement 2015 - 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australia and New Zealand Banking Group Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Finance Sector Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 December 2015. The nominal expiry date of the Agreement is 30 September 2017.



COMMISSIONER

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**ANZ Enterprise Agreement 2015 -
2016
(Australia)**

INDEX

1. OPERATION OF THIS AGREEMENT.....	3
2. WHAT ARE MY WORKING ARRANGEMENTS?.....	7
3. PAY AND PERFORMANCE.....	19
4. LEAVE ARRANGEMENTS	26
5. TERMINATION, REDUNDANCY AND RETRENCHMENT	41
6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS	49
7. RELATIONSHIP AND CONSULTATION.....	51
8. SOLVE THE PROBLEM.....	56
9. OCCUPATIONAL HEALTH AND SAFETY	59
SCHEDULE 1: CLASSIFICATIONS.....	63
SCHEDULE 2: PAY RATES	64
SCHEDULE 3: ALLOWANCES	66
SCHEDULE 4: ROSTERED DAYS OFF.....	74
SCHEDULE 5: DICTIONARY	76

1. OPERATION OF THIS AGREEMENT

1.1. Name of this Agreement

This Agreement will be known as the ANZ Enterprise Agreement 2015 - 2016 (**Agreement**).

1.2. When this Agreement applies

This Agreement starts to operate on the day 7 days after it is approved by the Fair Work Commission and has a nominal expiry date of 30 September 2017. The persons covered by this Agreement will commence negotiations for a replacement agreement four months prior to the nominal expiry date of this Agreement.

You will find the Dictionary for terms used in this Agreement in Schedule 5.

1.3. Who this Agreement covers

This Agreement has been negotiated with the FSU in the spirit of constructive engagement.

The Agreement covers the following persons:

- (a) Australia and New Zealand Banking Group Limited (**ANZ**);
- (b) Employees of ANZ in Australia in Group 4, 5 and 6 roles employed and classified in accordance with Schedule 1 of this Agreement (**the Employees**);
- (c) any persons noted by the Fair Work Commission as being covered by the Agreement at the time of its approval.

1.4. Exceptions for Employees who have accepted a TEC Package

1.4.1. Who may be offered a TEC Package

ANZ may offer as a condition of employment, promotion or transfer, a TEC Package for:

- (a) Group 4 roles; and
- (b) Group 5 roles under the ANZ Graduate Program or Generalist Bankers Program (or successor programs), including Employees who finish the Graduate program but are not placed in a Group 4 role provided that such TEC packages are offered within four years of the date that they commenced employment under the Graduate Program.

1.4.2. *Terms of the Agreement that apply to TEC Employees*

Only the following sections, clauses and schedules of this Agreement apply to and are binding on Employees who have accepted a TEC Package:

- 1 – Operation of this Agreement
- 2.1(g) – Flexible Part Time, and (j) – Averaging of hours for TEC Employees
- 2.7 – Absent from duty
- 2.8 – Flexible Part Time (except to the extent that it relates to matters or entitlements arising under this Agreement that are not applicable to TEC Employees, such as overtime, loadings or any other similar matters or entitlements)
- 3.2(a) and (d)(i) – Minimum Salaries
- 3.6 – ANZ Employee Share Plan
- 3.7 – Salary sacrifice
- 3.8 - Workers Compensation Make Up Pay
- 3.9 – Payment of Salary
- 3.10 – Salary deductions
- 3.11 – Superannuation
- 4.1(a) and (c) to (g), 4.2, 4.2A, 4.2B, 4.3, 4.5, 4.6, 4.6A, 4.7, 4.8 – Leave Arrangements
- 5 – Termination, Redundancy and Retrenchment
- 6 - Individual Flexibility Arrangements
- 7 – Relationship and Consultation
- 8 - Solve the Problem:
 - to the extent that it relates to the matters arising under this Agreement applicable to TEC Employees as specified in this clause 1.4.2; and
 - in relation to the NES
- 9 – Occupational Health and Safety
- Schedule 1 – Classifications
- Schedule 2 – Pay Rates

- Schedule 3 and clause 3.5 - the following allowances:
 - 1 – Taxi Allowance
 - 2 – Car Allowance
 - 4 – Higher Duty Payment (more than 4 days in a 4 week cycle) – for TEC Employees under clause 1.4.1 (b) only
 - 10 – Transfer Expenses, and
 - 11 – Travelling Expenses
- Schedule 4 B(2) – Exclusion of RDOs for TEC Employees
- Schedule 5 – Dictionary (to the extent that it contains terms applicable to TEC Employees under this clause 1.4.2).

Where a provision of this Agreement pertains to a TEC Employee but the provision only makes reference to "Salary", unless otherwise specified in the relevant provision the term "Salary" will be read as referring to the Employee's TEC Salary to the extent that the provision applies to TEC Employees.

1.5. Market-rated Employees

- (a) ANZ may decide to designate you as a "Market-rated Employee" if it determines that:
 - there is evidence that the market is paying a premium over the midpoint of the pay ranges for Agreement-covered Employees as determined and published by ANZ on its intranet (MAX) annually for particular skill sets (e.g. IT), or for particular roles in specialist markets (e.g. Wealth); or
 - there is a need to provide a premium to assist in attracting or retaining particular skill sets or individual Employees.
- (b) If you are already designated as a Market-rated Employee at the time of the making of this Agreement, you will continue to be so designated unless ANZ agrees otherwise.
- (c) Minimum Salary rates will be as provided in Schedule 2. Nothing in this Agreement may be taken to prevent ANZ from agreeing to provide a Market-rated Employee or other Employee a Salary that exceeds the salaries specified in Schedule 2 for the Employee's relevant job grade.
- (d) If you are a Market-rated Employee and you were or are on unpaid leave for more than 9 months in either the 2014/15 or 2015/16 ANZ Financial Years respectively, you will be eligible to

participate in the annual remuneration review for Market-rated Employees in either or both of those years as applicable (although any processes, results or other matters arising from or connected with the review do not form part of this Agreement). Any salary increase determined as part of the annual remuneration review will be effective from the later of the pay period in which salary increases are applied for other Market-rated Employees or the date you return to work.

1.6. Modes of Employment

Nothing in this Agreement precludes an Employee from being employed by ANZ:

- (a) on a fixed or maximum term basis, or as a permanent Employee on an ongoing basis; or
- (b) on a mode of employment that is casual, part time or full time in nature.

ANZ will not require any Former Long Term Temporary Worker who commences employment with ANZ after the commencement of this Agreement to serve a probationary period.

1.7. Incorporated Terms and Entire Agreement

- (a) The terms of the ANZ/FSU Arbitration Agreement 2007 as at the date of the commencement of this Agreement are incorporated into this Agreement save that in that Arbitration Agreement document for the purposes of this Agreement a reference to the ANZ Group Award and the ANZ/FSU Agreement 1998 will be read as references to this Agreement (**Incorporated Terms**).
- (b) This is a comprehensive agreement which replaces and operates to the exclusion of any other award or Previous Agreement with respect to the Employees, including but not limited to:
 - (i) the Banking Services – ANZ Group – Award 1998, the Banking, Finance and Insurance Award 2010 or any other Modern Industry, Occupational or Enterprise Award; and
 - (ii) any registered or unregistered expired collective, workplace or enterprise agreement previously regulating the employment of the Employees.

2. WHAT ARE MY WORKING ARRANGEMENTS?

2.1. What are my contracted hours?

- (a) Your contracted hours of work are the number of hours which you are currently contracted to work or the number of hours which you initially or subsequently agree with ANZ to work (**Contracted Hours**).
- (b) Your Contracted Hours are averaged across a four week cycle and constitute your ordinary hours of work for the purposes of leave accruals and other benefits under this Agreement and the NES.
- (c) If you are a permanent Employee, your Contracted Hours of work will be either:
 - (i) for full time Employees:
 - (A) subject to Schedule 4, an average of 152 hours over a 4 week cycle (involving no more than 19 working days with a pro-rata reduction in Salary, but with an RDO in each 4 week cycle); or
 - (B) if ANZ offers and you agree, an average of 160 hours over a 4 week cycle with no RDO;
 - (ii) for part time Employees - any number of hours less than an average of 152 hours every 4 weeks.
- (d) Unless mutually agreed with the Employee after they have commenced employment at ANZ, part time Employees will not be contracted to work less than 64 or more than 132 hours per four week cycle.
- (e) If you are a part time Employee, your entitlements under this Agreement will be pro-rated accordingly (except that public holiday pay is only payable where the regular pattern of employment includes the public holiday).
- (f) Part time Employees will be given the opportunity to increase their Contracted Hours where additional hours are reasonably available for them to pick up in their branch, district or department before ANZ employs additional Employees.
- (g) A new category of employment, Flexible Part Time employment, will be created upon the commencement of this Agreement and trialled in ANZ's Branch Network in accordance with clause 2.8. The trial will, subject to any further agreement with the FSU in accordance with clause 2.8.4, continue for a period of 2 years commencing from the date this Agreement starts to operate (**Trial Period**). While an Employee

who commenced employment with ANZ prior to the date that this Agreement starts to operate (**Existing Employee**) may at any time accept an offer to become a Flexible Part Time Employee, no Existing Employee can be required to become a Flexible Part Time Employee.

- (h) Schedule 4 of this Agreement applies in relation to RDO arrangements.
- (i) Casual Employees may be engaged on an as needs basis to meet a peak in workloads, unforeseen circumstances or to provide relief. If you are employed as a casual Employee, you will be engaged on an hourly basis and ANZ will contact you when you need to work. You will be paid based on an Hourly Rate for the job you perform and a casual loading in accordance with clause 2.3.1. The minimum duty will be no less than three hours on any one day.
- (j) If you are a TEC Employee, your Contracted Hours of work will be averaged across a 4 week cycle and will constitute your ordinary hours of work for the purposes of leave accruals and other benefits under this Agreement and the NES.

2.2. What is my roster?

2.2.1. General Rostering Arrangements

- (a) At the time of being offered employment with ANZ or a new role within ANZ after the commencement of this Agreement, you will agree the days that you will be available for work. These days will be known as "My Week" and will be used to design your rostered hours of work. For existing Employees in their current roles at the commencement of this Agreement, "My Week" will be the days that you currently work and these days will remain unless things change in accordance with clause 2.4.
- (b) ANZ may roster you to work your Contracted Hours on up to any 5 days of My Week for each 7 day period. ANZ will set rosters that provide you with a notional weekend of 2 consecutive days per working week, if that is your preference. By agreement these 2 days may be taken as individual days (i.e. not consecutively).
- (c) Your Manager will determine your roster to satisfy business requirements within the business unit. Your roster will take into account your individual preference of hours and consider any personal, financial, and family needs that you raise; however, customer needs and operational requirements will be a significant consideration when determining your roster. Where possible, your roster will be set by mutual agreement.

- (d) You will be given rosters with a minimum of 3 hours' and a maximum of 10 hours' work per day for any of the days of My Week. You can agree to work up to 12 hours in a day where this is requested by ANZ and if ANZ's occupational health and safety requirements are met.
- (e) Unless you agree otherwise, you will not be expected to work split shifts or to come to work twice in one day.
- (f) If you are a part time Employee, the following additional provisions will also apply:
 - (i) in CBD sites in Melbourne and Sydney (including North Sydney), you will be given a minimum duty of 4 hours per day (rather than 3 hours); and
 - (ii) if at the request of ANZ, you do come to work twice in one day, ANZ will reimburse you for direct out of pocket costs, such as travelling and additional child care costs. You will also be paid for the time spent travelling to and from work for the second time.

2.2.2. *Additional Arrangements for the Branch Network*

(a) Rostering in the Branch Network

If you work in the Branch Network you may agree to work after 9.00pm Monday to Friday, Saturdays and Sundays as part of My Week, subject to the incentive or shift loadings in clause 2.3. Your agreement to have these times form part of My Week is voluntary.

If you agree to work these days/hours as part of My Week, you may opt out of these days/hours by giving ANZ at least one month's written notice.

(b) Staffing in the Branch Network

The persons covered by this Agreement recognise that a key business success factor for the ANZ Branch Network is having an adequate number of Employees to meet the variable customer needs in each branch.

ANZ has the sole discretion to determine staffing levels in each branch in accordance with operational needs from time to time. ANZ will take the following steps to do so:

- (i) ANZ will use its workforce planning model as in place from time to time and consider relevant factors, such as leave or other authorised absences, business opportunities and customer needs as each vary from time to time.

- (ii) ANZ will consider its health and safety obligations, in Policy and in law, and its flexible work Policies, and its expectation that you are able to complete your work within your rostered hours.
- (iii) Where ANZ decides to fill a vacant position in the branch network, ANZ will take reasonable steps to fill these positions promptly, consistent with business needs.
- (iv) ANZ will consult with the FSU over concerns about staffing levels in any part of the branch network in accordance with section 7.

2.3. Your Salary and Loadings

For time worked in accordance with your Contracted Hours, you will be paid your Salary and ANZ will make compulsory statutory superannuation contributions. Eligibility for loadings will be as set out in this clause 2.3.

Please note that if you work on a public holiday you will be entitled to the loadings set out in the public holiday provisions in clause 4.4 of this Agreement, instead of any loading under this clause 2.3 (except a casual loading which will be paid in addition to the public holiday loading).

2.3.1. Casual Loading

If you are a casual Employee, you will be paid the Hourly Rate plus a casual loading of 25%. This casual loading applies in lieu of any benefits to paid leave, leave loadings, notice of termination and redundancy. Applicable incentive or shift loadings will be paid in addition to the casual loading. Overtime loadings are in substitution for the casual loading (except on public holidays where only the normal casual loading is payable in addition to the normal public holiday loading).

2.3.2. Day Workers - Incentive Loadings

If you are not a Shift Worker, subject to this clause you will be paid an incentive loading for all Contracted Hours (or in the case of part time Employees or casual Employees, all hours worked up to 152 in a 4 week cycle) worked:

- (a) Monday to Friday, after 9.00 pm and before 7.00 am – 30%;
- (b) Saturday, between 8.00 am and 6.00 pm – 50%;
- (c) Saturday, before 8.00 am or after 6.00pm – 100%; or
- (d) Sunday – 100%.

These incentive loadings are calculated on your Hourly Rate for each hour worked that attracts the applicable loading. The incentive loadings will be paid to all Employees who work hours which attract the incentive loadings, including casual and Fixed Term Employees. The incentive loadings are not payable to Shift Workers.

These incentive loadings do not apply when you are working overtime (except where the overtime attracts a Payment Above Contract Loading in accordance with clause 2.5(c)(i) or Additional Leave Accrual in accordance with clause 2.8.2(b)(iv)).

Notwithstanding clause 2.3.2(a), (b) and (c), for Existing Employees, your eligibility for the former Monday-Friday loading in respect of hours worked between 7pm and 9pm Monday-Friday and the former Saturday loading in respect of hours worked between 4pm and 6pm on Saturday will remain the same as immediately before the commencement of this Agreement provided that ANZ determines you have met the **Grandfathered Eligibility Requirements**, which for the purposes of this clause 2.3.2 and clause 8.2 mean that you have:

- (a) at least 12 months' continuous service with ANZ as at 1 October 2015; and
- (b) received either the former Monday-Friday loading or the former Saturday loading in at least 7 of the 13 fortnightly pay periods ending on 1 October 2015; and
- (c) received a letter from ANZ confirming that your eligibility for the former Monday-Friday loading and the former Saturday loading remains unchanged.

2.3.3. *Shift Workers – Shift Loadings*

(a) Shift Loadings

- (i) If you are a Shift Worker, you will be paid the following shift loadings for Contracted Hours worked in the following spans Monday to Friday:
 - (A) Morning shift, that begins at or after 4.00am but before 7.00am – 12.5%;
 - (B) Afternoon shift, that begins at or after 11.00am but before 7.00pm and finishes after 7.00pm – 15%; or
 - (C) Night shift, that begins at or after 7.00pm but before 4.00am – 27.5%.
- (ii) A Shift Worker will be entitled to a 100% loading for Contracted Hours for the duration of the shift where the majority of hours for that shift fall on a Saturday, Sunday

or public holiday. This loading is in substitution for any other applicable loading in clause (i) above.

- (iii) Shift loadings are calculated based on the lesser of an Employee's Hourly Rate and:
 - from the commencement of this Agreement and for the remainder of the 2015/16 ANZ Financial Year - \$24.93 per hour; or
 - for the 2016/17 ANZ Financial Year and onwards - \$25.43 per hour.
- (iv) Subject to clause (ii), shift loadings are paid for the duration of the shift, based on when the shift starts.

2.4. What if things change?

- (a) You and ANZ may agree to change on a permanent or temporary basis at any time:
 - (i) your Contracted Hours of work;
 - (ii) your rostered hours and days of work (including the days constituting "My Week"); or
 - (iii) your location/place of work.

In the event that agreement is not reached via this clause (a), then subject to the general parameters prescribed in clauses 2.2.1 (b) – 2.2.1 (f), the remainder of this clause 2.4 will apply to Employees in relation to any changes that are initiated by you or ANZ (except if you are a Flexible Part Time Employee in which case clause 2.8 will apply instead of clauses 2.4(b) – 2.4(d)). For the purposes of this clause 2.4, a reference to your rostered hours and days of work also means a reference to the days constituting My Week.

- (b) Where ANZ initiates a permanent change to your rostered hours or days of work, ANZ will explain to you the operational need for the change. ANZ will not change your rostered hours or days of work permanently unless:
 - (i) you are consulted in accordance with section 7; and
 - (ii) your personal circumstances and preferences are genuinely considered by ANZ before a decision is made.

Failing your agreement to change your rostered hours or days ANZ will provide you with at least 4 weeks' notice of a change to your rostered hours or days of work.

- (c) Where you initiate a change to your Contracted Hours of work or your rostered hours or days of work, ANZ will not

unreasonably refuse the change, subject to business and customer needs and the NES.

If you initiate the change, you must first have a conversation with your manager to explain why you are requesting the change and to explore how the change will impact on ANZ.

- (d) If you regularly rotate through different rosters, paragraph (b) above does not apply to a change to your rostered hours. You will generally be given a minimum of two weeks' notice of a change to your rostered hours, unless there is a custom or practice in the business in which you work for a shorter or longer notice period to be given for a change to rostered hours.
- (e) If you are a Shift Worker, ANZ will give you a minimum of one week's notice of a transfer from one shift to another. In order to change the length of your shift, the processes in paragraph (a) or paragraph (b) will apply.
- (f) ANZ must give you at least two weeks' notice of transfer to shift work except in an emergency or in the absence of another Employee.
- (g) Where you are needed to change your rostered hours or days of work temporarily to cover a planned absence of another Employee, paragraph (b) above does not apply and you will be given at least 48 hours' notice of a change. ANZ may give you less than 48 hours' notice to deal with unplanned absences.
- (h) You may be seconded to another position to meet a short term need. You will be paid a Salary no less than you had been paid prior to the assignment or secondment.
- (i) ANZ may transfer you to another work location either temporarily or permanently provided that:
 - (i) you are consulted;
 - (ii) the transfer does not involve an Unreasonable Impact on your travel time or costs; and
 - (iii) your personal circumstances and preferences are genuinely considered by ANZ before the decision is made.

2.5. Payment for additional hours

- (a) ANZ may require you to work a reasonable number of hours in addition to your Contracted Hours of work, or for casuals any hours in excess of 152 hours in a 4-week cycle.
- (b) Employees will not receive additional payments under this clause if they are:

- (i) employed in, or are receiving a higher duties allowance for acting in, Group 4 or higher level management roles; or
 - (ii) otherwise paid a Salary of \$87,020 or higher.
- (c) For all other Employees, the following overtime loadings will be paid for all approved additional hours worked unless you ask for and are provided time in-lieu:
- (i) if you are a part time Employee (except for Flexible Part Time Employees), for hours above your Contracted Hours but less than 152 hours in a 4-week cycle (**Payment Above Contract Loading**) - 25%;
 - (ii) for the first 12 additional hours worked Monday to Friday above your Contracted Hours (or for part timers and casuals, above 152 hours) in a four weekly roster cycle – 50%;
 - (iii) for all further hours above the first 12 additional hours worked Monday to Friday (or for part timers and casuals, all hours above 164 hours in the same four weekly roster cycle) – 100%;
 - (iv) for a minimum of four hours for all additional hours worked (or for part timers and casuals, above 152 hours) on Saturday, Sunday, or on a public holiday, regardless of the total number of additional hours worked in a four weekly roster cycle - 100%.
- (d) These overtime loadings will be calculated on your Hourly Rate. Where you are paid these overtime loadings, incentive, casual, public holiday and shift loadings do not apply (except for part time Employees where a Payment Above Contract Loading is payable under clause 2.5(c)(i) or an Additional Leave Accrual is provided under clause 2.8.2(b)(iv) in which case incentive or shift loadings will also be paid (as applicable)).
- (e) ANZ acknowledges that approved overtime should be recorded and paid correctly to maintain the integrity of staffing data.
- (f) Only you may initiate a request to take time in lieu of payment for additional hours, on an hour for hour basis. Your manager will endeavour to meet your request.

2.6. Breaks

- (a) You are entitled to the following unpaid meal break to be taken during the day by arrangement with your manager:
 - (i) at least 30 minutes if you are a Shift Worker or are contracted to work less than 152 hours; and

- (ii) at least 45 minutes for full time Employees who are not Shift Workers (unless you agree with your manager to a lesser break of not less than 30 minutes).
- (b) Meal breaks will not be longer than one hour and will not count as working time.
- (c) Meal breaks will be provided after 5 continuous hours of work. However, if you are reaching the end of your work for the day you may request to give up your meal break. Your manager will endeavour to meet your request. If you work during the day your meal break will generally be between 11.30 am and 2.30 pm, unless you agree otherwise with your manager.
- (d) You will be given a 10 hour break between the end of work on one day and the start of work the next day except:
 - (i) if you are recalled to work;
 - (ii) if you are employed as a driver; or
 - (iii) if you swap shifts with your manager's approval.
- (e) If you do not have the required 10 hour break between your ordinary hours of work on one day and the next day because ANZ directs you to continue working on the first day or requires you to resume work early on the next day, you will be paid an additional single time payment for all work you perform until you are able to take a 10 hour break. You will not lose pay for any Contracted Hours that you would otherwise have been rostered to work but for your 10 hour break.
- (f) If you are a part time Employee in the Branch Network you will be given the opportunity to take appropriate breaks from the counter where necessary to meet ANZ's obligation to provide a healthy and safe workplace if you are not entitled to a break as otherwise specified in accordance with this clause.

2.7. Absent from duty

- (a) If you are absent from work without authorisation by ANZ, ANZ may make equivalent deductions from your pay for the period of your absence.
- (b) Except in circumstances where you have a reasonable concern about an imminent threat to your health and safety and do not unreasonably fail to comply with a direction to perform alternate available work, if you refuse to carry out any duty or duties which you are reasonably required and requested to do in the course of your employment, you will be regarded as absent from duty and may not be paid until you carry out the duties as required.

- (c) If you are absent from work for more than 10 consecutive working days without authorisation by ANZ, and you do not contact your manager during that time or despite such contact fail to establish to the satisfaction of your manager that you were absent for reasonable cause, ANZ is entitled to assume that you have abandoned your employment. ANZ will make every reasonable effort to try to contact you during this period. If ANZ is unable to contact you or you do not respond to our attempts to contact you, ANZ will regard you as having resigned from your employment after the 10 day period has ended. The effective date of the termination of your employment will be the last day you worked or the date of your last approved absence from work.

2.8. Flexible Part Time Employees

2.8.1 Objective

The purpose of Flexible Part Time employment is to provide flexibility in rostering for ANZ while seeking to increase opportunities for permanent employment.

2.8.2. Mode of employment

- (a) As a Flexible Part Time Employee it is a condition of your employment to be available and agree to work a minimum of your Contracted Hours and up to 140 ordinary hours in any 4 week cycle as rostered by your manager in accordance with the requirements and additional benefits of this clause 2.8. ANZ may require you to work a reasonable number of hours in addition to these 140 hours, with the entitlements of clause 2.8.2(b)(iv) applying to hours up to 152 in a 4 week cycle and then overtime arrangements in clause 2.5(c)(ii)-(iv) applying where this results in you working more than 152 hours in a 4 week cycle.
- (b) To that end:
 - (i) your Contracted Hours will be set in accordance with clause 2.1, with a minimum of 64 hours per four week cycle;
 - (ii) while the initial hours of your "My Week" arrangement will be set in accordance with clause 2.2.1(a), consistently with the nature of flexible part time employment in clause 2.8.1, clauses 2.2.1(c)-(d) and 2.4(b)-(d) will not apply and your rostered hours of work will instead be set and changed from time to time in accordance with clause 2.8.3;
 - (iii) your Salary will be as provided in clause 2.3 and your eligibility for additional loadings will be in accordance with clauses 2.3.2 and 2.3.3 (as applicable);
 - (iv) for your hours that you work above your Contracted Hours up to 152 hours in any 4 week cycle, in lieu of any Payment

Above Contract Loading, while these hours will not form part of your Contracted Hours, you will be provided with the following benefits on those hours as if the additional hours were part of your Contracted Hours for that 4 week cycle in accordance with clause 2.1:

- A. Salary and superannuation at your Hourly Rate; and
 - B. additional annual, sick and long service leave accrual (**Additional Leave Accrual**) on those additional hours; and
- (v) clause 2.5 will apply for additional hours worked above 152 hours in any 4 week cycle, except in relation to any Payment Above Contract Loading.

2.8.3. Rostering arrangements

- (a) You will be notified of when your rostered hours are to be worked at least 2 weeks prior to the commencement of each 4 week cycle.
- (b) When setting your hours, ANZ will take into consideration:
 - (i) business needs;
 - (ii) the needs of ANZ customers;
 - (iii) your preferred hours of work; and
 - (iv) your personal, financial and family needs that you raise.
- (c) You will be rostered to work a minimum of three hours on any one day, unless you agree otherwise with your manager or for the purposes of undertaking training, for which a two hour minimum applies. RDOs are not available to Flexible Part Time Employees.
- (d) The additional provisions set out in clauses 2.2.1 (e)-(f), 2.2.2 and 2.4(e)-(i) will apply to your working arrangements.
- (e) If you or ANZ need to change your rostered hours after they have been notified to you, ANZ will discuss the proposed alteration with you. If both parties agree to the proposed alteration, you will work the altered rostered hours. If there is no agreement to the proposed alteration in rostered hours, you will work the originally notified rostered hours for that 4 week cycle.
- (f) If, due to personal reasons such as carer responsibilities, you are concerned about the hours you have been rostered to work, you must raise your concerns with your manager at the first instance and as soon as possible.

2.8.4 Review of Flexible Part Time trial

- (a) ANZ and the FSU will jointly monitor the success of the Flexible Part Time trial on an ongoing basis.
- (b) During the Trial Period, other than by agreement with the FSU:
 - (i) Flexible Part Time employment will only be offered in the Branch Network; and
 - (ii) the maximum number of Flexible Part Time Employees will not exceed 150 at any one time.
- (c) At the conclusion of the trial, ANZ and the FSU will agree that ANZ will either:
 - (i) convert the trial to ongoing arrangements, without the restrictions set out in clause 2.8.4(b) above (or any other restrictions);
 - (ii) continue the trial for a further period, including with modifications agreed by both parties; or
 - (iii) cease offering Flexible Part Time employment.
- (d) To avoid doubt:
 - (i) any continuation of Flexible Part Time employment beyond the Trial Period is subject to ANZ and FSU agreement in accordance with clause 2.8.4(c)(i) or (ii) above; and
 - (ii) in the event that ANZ ceases offering Flexible Part Time employment during the Trial Period or after its conclusion as contemplated by clause 2.8.4(c)(iii) above, nothing in this Agreement will require ANZ to terminate the employment of any Flexible Part Time employee or offer to change the employment mode of any Flexible Part Time Employee.

3. PAY AND PERFORMANCE

3.1. Our Approach to Pay and Performance

- (a) ANZ is committed to implementing performance management systems which recognise and reward outperformance and promote the development of its Employees. Your performance will be assessed annually against performance objectives which will be set by the business you work in.
- (b) Although ANZ's performance management systems, ratings frameworks, performance objectives or salary review processes themselves do not form part of this Agreement, ANZ will ensure that your performance objectives are non-discriminatory and easily understood. ANZ is also committed to supporting you to meet your performance objectives through ongoing training where appropriate, and regular feedback about your performance.
- (c) ANZ has the sole discretion to determine and vary your performance objectives. Your manager will discuss your performance objectives with you once they have been set and if they change at any time after that to ensure that you are clear about what is expected of you. Performance objectives will not be arbitrarily changed by ANZ during their effective term.
- (d) If you remain unclear or have concerns about your performance objectives after your line manager has explained them to you, or you have any other concerns about your pay and performance, under clauses 3.1 to 3.4, or request a review of your performance rating, then you must:
 - (i) have a conversation about your concerns with your line manager within 4 weeks;
 - (ii) if your concerns are not resolved, escalate the matter to your 1-up line manager, within 14 days of raising your concerns with your line manager;
 - (iii) if your concerns are still not resolved, escalate the matter to your 2-up line manager (up to a Group 2 Executive level) within 14 days of your discussion with your 1-up line manager.

You can have a representative or other person with you at any step in the process as a support person.

- (e) Nothing in this section 3 can be taken to prevent ANZ from implementing any other pay, remuneration or incentive arrangements for any Employee over and above the terms of this Agreement.

- (f) Notwithstanding any other term of this Agreement, Employees who, as at the Payment Dates, are no longer employed by ANZ or are under notice of termination or have given notice of resignation, are ineligible for any benefits under this section 3 (including the retrospective salary increases for the 2015/16 ANZ Financial Year).
- (g) Notwithstanding the retrospective salary increases under this section 3, loadings and penalties under section 2 will only be calculated by reference to the increased salaries in Schedule 2 and by reference to increased salaries under clause 3.3(c) (if applicable) on and from the first pay period after the commencement of this Agreement (or in the case of an Employee referred to in clause 3.3(c) (i), the later of the first pay period after the commencement of this Agreement or the Employee's return to work).
- (h) Employees not employed at the commencement of this Agreement are not eligible for any retrospective benefit of this Agreement under section 3.

3.2. Your Salary under this Agreement

(a) Your Salary

For work performed in accordance with this Agreement, ANZ will pay you at least the minimum salary (as applicable) for your Grade set out in Schedule 2 based on a 152 hour or 160 hour cycle as applicable.

(b) Discontinuing Grade 6.4 and new minimum Grade 6.3

From the commencement of this Agreement, the Grade 6.4 category will be discontinued, meaning that the minimum entry level salary for all Employees under this Agreement will be no less than what is set out for Grade 6.3 in Schedule 2. Accordingly, from the commencement of this Agreement, ANZ will reclassify any Employee employed at Grade 6.4 immediately before the commencement of this Agreement to Grade 6.3, with a corresponding salary increase to at least the relevant minimum salary for Grade 6.3 as prescribed in clause 3.2(a).

(c) Safety Net increases to minimum and maximum Schedule 2 salary rates

As set out in Note 1 of Schedule 2, the minimum and maximum salary rates for Group 5 and 6 Employees under this Agreement will increase annually over the term of this Agreement effective from the first pay period on or after the relevant dates below as follows:

- (i) 2015 Review effective 2 October 2015:

- For Group 5 roles - 1%; and
- For Group 6 roles - 2%.

(ii) 2016 Review effective 14 October 2016:

- For Group 5 roles - 1%; and
- For Group 6 roles - 2%.

The rates specified in Schedule 2 are inclusive of these increases.

(d) Minimum Salary Guarantees

(i) *Existing Roles*

If at any time your Salary becomes less than the minimum salary for your Grade (eg. as a result of the Safety Net increases to Schedule 2 salary rates as set out in clause (b)), ANZ guarantees to increase your Salary to at least the relevant minimum salary for your Grade as prescribed in clause 3.2(a).

(ii) *Promotions (Group 5 and 6 Employees)*

(A) Except in circumstances of promotions in consequence of the abolition of Grade 6.4 provided in (b) above, if you move to a higher Grade within Group 6, ANZ will pay you the greater of:

- the minimum salary for the new Grade, or
- a new salary calculated as a 2% increase on your pre-promotion Salary (except if your pre-promotion Salary is above the maximum salary of your pre-promotion Grade as published by ANZ on its intranet (MAX) annually (on a 152 or 160 hour cycle as applicable to you), in which case you will receive the minimum salary for the new Grade or your pre-promotion Salary, whichever is the greater).

(B) If you move to a higher Grade within Group 5 or move from Group 6 to Group 5, ANZ will pay you the greater of:

- the minimum salary for the new Grade, or
- a new salary calculated as a 3% increase on your pre-promotion Salary (except if your pre-promotion Salary is above the maximum salary of your pre-promotion Grade as published by

ANZ on its intranet (MAX) annually (on a 152 or 160 hour cycle as applicable to you), in which case you will receive the minimum salary for the new Grade or your pre-promotion Salary, whichever is the greater).

This clause (ii) (Promotions) does not apply to an Employee whose existing role is re-evaluated as a higher graded role.

3.3. 2015 Performance and Remuneration Review for Non Market-rated Employees

- (a) Subject to your Performance Assessment for the 2014/15 ANZ Financial Year in (b), for Non Market-rated employees, ANZ will provide salary increases for the 2015 performance and remuneration review in accordance with this clause.
- (b) ANZ has the sole discretion to determine your Performance Assessment for the 2014/15 ANZ Financial Year.
- (c) Subject to (d) and (e), Non Market-rated Employees may then be eligible for a salary increase effective from the first pay period on or after 2 October 2015 (calculated by reference to your Salary as at 30 September 2015) for the 2015/16 ANZ Financial Year:
 - (i) if you are an Employee who has been on unpaid leave for more than 9 months of the 2014/15 ANZ Financial Year – 3.5%. The 3.5% salary increase (or any one-off lump sum payment as described in (e) below) will be applied from the later of the first pay period on or after 2 October 2015 or the date you return to work; or
 - (ii) for all other Employees in accordance with your Performance Assessment as follows:

Performance Rating	Salary increase
1A	5%
1B, 2A	4.1%
2B, 3A	3.75%
3B	3.50%
4A, 4B	1.75%
5A or 5B, or on PIP as at 30 September 2015, or C rated	NIL

- (d) For Non Eligible Employees, this clause 3.3 does not apply.
- (e) If your salary increase takes you over, or your Salary is already above, the maximum salary for your Grade for the 2015/16 ANZ Financial Year as set out in Schedule 2 (on a 152 or 160 hour cycle as applicable to you), you will receive a Salary increase up to the maximum and then any amount of the increase above the maximum will be paid as a one-off lump sum payment only.

3.4. 2016 Performance and Remuneration Review for Non Market-rated Employees

- (a) Subject to (b) and (c), for Non Market-rated employees, ANZ will provide a uniform salary increase of 3.25% to all Employees for the 2016/17 ANZ Financial Year in accordance with this clause. The increase will be effective from the first pay period on or after 14 October 2016 (calculated by reference to your Salary as at 30 September 2016) for the 2016/17 ANZ Financial Year. If you are an Employee who has been on unpaid leave for more than 9 months of the 2015/16 ANZ Financial Year – the 3.25% salary increase (and any one-off lump sum payment as described in (c) below) will be applied from the later of the first pay period on or after 14 October 2016 or the date you return to work.
- (b) For Non Eligible Employees, this clause 3.4 does not apply.
- (c) If your salary increase takes you over, or your Salary is already above, the maximum salary for your Grade for the 2016/17 ANZ Financial Year as set out in Schedule 2 (on a 152 or 160 hour cycle as applicable to you), you will receive a Salary increase up to the maximum and then any amount of the increase above the maximum will be paid as a one-off lump sum payment only.

3.5. Allowances

- (a) The allowances for which you may be eligible from time to time are set out in Schedule 3. Both Market-rated and Non Market-rated Employees are eligible to be paid allowances. TEC Employees are entitled to the allowances specified in clause 1.4.2 only.
- (b) The amounts set out in Schedule 3 are exclusive of superannuation contributions, if any, ANZ is required to make.

3.6. ANZ Employee Share Plan

Each ANZ Financial Year, subject to Board approval and at ANZ's sole discretion, ANZ may offer you up to \$1000 worth of ANZ shares at no cost to you.

3.7. Salary sacrifice

- (a) You may elect to salary sacrifice in accordance with ANZ Policy and applicable legislation from time to time.
- (b) Where you elect to salary sacrifice, ANZ will deduct a pre-tax amount (and where applicable, any amount that ANZ incurs in respect to taxation) from your Salary or TEC Salary (as applicable) and contribute it on your behalf for the purpose of the packaged benefit.
- (c) No election under this clause will reduce your Salary or TEC Salary (as applicable) for the calculation of benefits under this Agreement.

3.8. Workers Compensation Make-up Pay

- (a) If you are receiving workers' compensation for incapacity in accordance with relevant legislation, you are entitled to receive make-up pay from ANZ (or from another person on behalf of ANZ). Make up pay will be calculated by reference to the gap between what you receive for your statutory entitlements and your normal Salary or TEC Salary (as applicable) for your Contracted Hours.
- (b) Make-up pay is payable from the date of your incapacity for the period during which you receive compensation payments (up to a maximum of 26 weeks). Your entitlement to make-up pay ends if:
 - (i) your employment with ANZ ceases;
 - (ii) you refuse to do work as authorised by a qualified medical practitioner; or
 - (iii) you receive damages or a lump sum payment.
- (c) You are not entitled to make-up pay during any period of paid leave of absence.
- (d) Nothing in this clause affects ANZ's right to terminate your employment, and ANZ's liability for make-up pay ceases from the date of termination. Provided that during the period that you are entitled to make-up pay, ANZ must not terminate your employment solely because of your incapacity or to avoid paying make-up pay.

3.9. Payment of Salary

- (a) Salaries and allowances will be paid each fortnightly pay period on the dates most convenient to ANZ by direct transfer to an ANZ bank account nominated by you. Your fortnightly payment amounts will be calculated by reference to the annual salary rate divided by 26.1.

- (b) If your employment is terminated, ANZ will pay any monies due to you including the cash equivalent of leave or leave loading accrued but not taken, except where clause 3.10 applies.

3.10. Salary deductions

- (a) ANZ is entitled to deduct from your Salary or TEC Salary (as applicable) any Employees' contributions to pension, superannuation and similar funds and deductions in accordance with this Agreement.
- (b) ANZ is also entitled to deduct from monies due to you any employment-related amounts you owe ANZ, including after the termination of your employment, such as overpaid salary or unaccrued leave that you have taken in advance (note: this does not include set-off or recovery of money in relation to any commercial debt such as home or personal loans). Where you have been overpaid because of an error by ANZ, before making any deduction from your pay ANZ will first attempt to contact you to reach an agreement with you about a reasonable repayment arrangement.

3.11. Superannuation

Unless you choose your own fund in accordance with ANZ Policy, the default fund for superannuation contributions for Employees employed under this Agreement will be a compliant MySuper product of ANZ Staff Superannuation (Australia) Pty Limited (ABN 92 006 680 664) or any successor compliant product.

4. LEAVE ARRANGEMENTS

The following leave arrangements in this Section 4 are subject to, and supplemented by, the NES. Where you want to arrange and take leave, you must do so in accordance with ANZ Policy.

4.1. Annual leave

(a) General entitlement

Employees (except casuals) will accrue 4 weeks' annual leave based on their four weekly Contracted Hours of work for each year of paid Continuous service.

Annual leave will accrue progressively and be paid on the basis of your Salary. If you would have been paid a higher duty allowance had you worked during the period of annual leave, you will also be paid this allowance.

(b) Annual Leave loading

Except if you are a TEC Employee, you will receive a leave loading of the greater of:

- (i) 17.5% of your Salary for the period of your leave; or
- (ii) an amount equal to the total of any shift loadings you would have received if you had been working;

for any leave taken in accordance with clause 4.1 (a).

(c) Annual leave in Special locations

Employees working in a Special Location will be entitled to an additional week of annual leave for each year of paid service you remain in the Special Location.

(d) Annual leave for Shift Workers under the NES

If you are a Shift Worker for the purposes of the NES, you will receive an additional week's annual leave each year.

(e) Taking annual leave

In normal circumstances, leave should be taken during the ANZ Financial Year in which it accrues. ANZ may require you:

- (i) to take your annual leave in a period of at least 10 consecutive days for each ANZ Financial Year, unless you have compelling personal circumstances satisfactory to ANZ, in which case a minimum of 5 consecutive days can be agreed; and

- (ii) to take part or all of your accrued annual leave upon no less than 4 weeks' notice in the following circumstances:
 - (A) should you accrue more than 4 weeks' annual leave (or 5 weeks for Shift Workers under the NES), provided that your remaining accrued annual leave would not fall to less than 4 weeks (or 5 weeks for Shift Workers under the NES); or
 - (B) in the event of a temporary full or partial shutdown of your branch or department, for example between Christmas and New Year (provided that an Employee will generally not be required to do so on more than one occasion each 12 months).

(f) Leave planning

ANZ's objective is to accommodate leave preferences of Employees wherever possible. Leave planning is to be undertaken between you and your manager. In preparing a leave plan the following process will occur:

- (i) ANZ should endeavour to accommodate preferred leave dates from Employees for the coming year taking into account leave dates taken by individuals in previous years (particularly peak leave times such as school holidays and Christmas). ANZ should also consider arrangements that allow Employees to make the most of scheduling, rostering and other days off to extend their periods of annual leave.
- (ii) Prior to finalisation, ANZ's managers should discuss proposed leave schedules, resultant relief opportunities and consequential training requirements with all affected Employees in the workplace and encourage input from Employees as to how situations may be resolved where ANZ has not been able to accommodate preferences.

Where an Employee transfers to another workplace, existing leave arrangements will require further confirmation; however every reasonable effort should be made by ANZ to accommodate current leave plans.

(g) Cashing out annual leave

- (i) The cashing out of annual leave can only take place by agreement in writing between you and ANZ on each occasion that the leave is to be cashed out.
- (ii) During each 12 month period, you may request in writing to your manager to receive a payment in lieu of an amount of annual leave where:

- (A) you have taken at least half your yearly accrual of annual leave in the 12 month period immediately before the request; and
 - (B) the amount of annual leave you are requesting to have cashed out is no more than half your yearly accrual of annual leave.
- (iii) ANZ will not approve any request for the cashing out of annual leave where:
- (A) these requirements are not met;
 - (B) it would be inconsistent with ANZ's health, safety and wellbeing Policies or ANZ's annual leave Policy which encourages Employees to take their annual leave on a regular basis; or
 - (C) your remaining accrued annual leave would fall to less than one year's accrual.
- (iv) Any payment made to you will be equal to the amount which you would have been paid if you had taken the leave (including any applicable leave loading) and will be made within a reasonable time. Your accrued annual leave balance will be reduced by the amount of annual leave you have elected to cash out.

4.2. Sick Leave

(a) General Entitlement

Full time Employees will accrue paid sick leave as follows:

If the Employee is contracted to work...	and it is their...	then the sick leave entitlement is...
152 hours per 4 week cycle	1st year of employment	76 hours with 19 hours accruing at the start of each quarter.
	2nd year of employment	76 hours accruing at the Employee's anniversary date for the year ahead.
	3rd year of employment or above	91.2 hours accruing at the Employee's anniversary date for the year ahead.

160 hours per 4 week cycle	1st year of employment	80 hours with 20 hours accruing at the start of each quarter.
	2nd year of employment	80 hours accruing at the Employee's anniversary date for the year ahead.
	3rd year of employment or above	96 hours accruing at the Employee's anniversary date for the year ahead.

Part-time Employees will accrue sick leave on a pro rata basis based on your Contracted Hours.

Sick leave will be calculated and paid by reference to your Salary.

(b) Taking Sick Leave

- (i) Full and part time Employees may take accrued paid sick leave in the event that they are not fit for work because of personal illness or injury affecting the Employee provided that they:
 - (A) notify their line manager as soon as reasonably practical that they intend taking sick leave and the period of leave they expect to take. This may be before or after the sick leave has started; and
 - (B) supply a satisfactory medical certificate from a registered medical practitioner if requested by their line manager or other person authorised by ANZ.
- (ii) A satisfactory medical certificate from a registered medical practitioner will otherwise also be required when an Employee:
 - (A) has taken more than 30.4 hours of sick leave without a certificate in any one anniversary year, or pro rata for those who work other than 152 hours in a 4 week cycle; or
 - (B) is absent for more than 2 consecutive working days; or
 - (C) is absent due to sickness and has no entitlement to paid sick leave or workers compensation; or

- (D) is absent due to sickness during industrial action involving a work stoppage.
- (iii) Where an Employee is not able to provide a medical certificate, ANZ may require the Employee to sign a statutory declaration that the Employee was unfit for work because of a personal illness or injury.
- (iv) If an Employee wishes to resume work before the expiration of the medical certificate, another certificate may be required from a medical practitioner, stating that they are fit to resume duty.
- (v) If you leave work due to illness or injury after working for part of the day, you will be required to take sick leave for the part of the day that you do not work.

4.2A Preventative Health Leave

The purpose of this clause is to enable Employees to take proactive charge of their health by enabling the reasonable use of paid sick leave as Preventative Health Leave.

Subject to the requirements set out in this clause, an Employee may use their paid sick leave entitlement as Preventative Health Leave.

(a) Preventative Health Leave

Preventative Health Leave is used for **Preventative Health Appointments**, which for the purposes of this clause means appointments intended to prevent or screen for a medical condition affecting the Employee, which have been made with or recommended by a registered medical practitioner.

(b) Taking Preventative Health Leave

Preventative Health Leave is conditional on the Employee:

- (i) consulting with their line manager about their intent to take Preventative Health Leave in order to enable the scheduling of the Preventative Health Appointment at a mutually convenient time which minimises disruption to business needs;
- (ii) notifying their line manager as soon as reasonably practical and no less than two weeks in advance of the date, time and expected duration of the Preventative Health Appointment; and
- (iii) supplying a satisfactory medical certificate from the registered medical practitioner or a satisfactory statutory declaration, if requested by their line manager or other person authorised by ANZ.

(c) Line manager's discretion

A line manager may exercise their discretion to:

- (i) decline to grant Preventative Health Leave where the line manager has reasonable grounds to believe that an Employee's intended use of Preventative Health Leave is in bad faith, excessive or otherwise contrary to the spirit of this clause;
- (ii) grant special leave (paid or unpaid) for an Employee to attend a Preventative Health Appointment where the Employee has exhausted their paid sick leave entitlement; and
- (iii) approve a Preventative Health Appointment where the consultation, notification or evidentiary requirements set out in clause 4.2A(b) above have not been met.

In exercising their discretion under this clause, a line manager may have regard to factors including but not limited to business needs, any previous non-compliance by the Employee with the requirements of clause 4.2A(b), and any personal circumstances raised by the Employee.

4.2B Accompanying pregnant partners to pre-natal appointments

Subject to equivalent notice and evidence requirements as in clause 4.2A(b), an Employee may use up to 8 hours of their accrued paid sick leave for each year of paid service for the purposes of accompanying their pregnant partner to obstetric or other pre-natal appointments.

4.3. Carer's Leave

Subject to equivalent notice and evidence requirements in clause 4.2 in relation to a relevant illness or unexpected emergency for the purposes of this clause, an Employee may also use their paid sick leave as carer's leave to provide care or support to Immediate Family or a household member, where that member requires care or support because of:

- (i) injury or illness affecting the family or household member;
or
- (ii) an unexpected emergency affecting the member.

Employees who have exhausted their paid sick leave entitlement (as well as Casuals) are also entitled to 2 days of unpaid carer's leave for each occasion subject to the notice and evidence requirements specified by this clause.

4.4. Public Holidays

4.4.1. Basic Entitlement

The following days are public holidays at ANZ:

(a) principal public holidays:

- 1 January (New Years Day)
- Good Friday
- Easter Saturday
- Easter Monday
- 25 December (Christmas Day)
- 26 December (Boxing Day)
- 26 January (Australia Day)
- 25 April (Anzac Day)
- Queen's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory),

plus:

(b) the following day in each respective State or Territory:

- ACT - August Bank Holiday
- NSW - August Bank Holiday
- NT - Picnic Day
- Queensland - Brisbane Royal National Show Day
- South Australia - Adelaide Cup Day
- Tasmania - Easter Bank Holiday
- Victoria - Melbourne Cup Day
- Western Australia - Foundation Day; and

(c) any other day declared to be a public holiday in the State or Territory where you work.

4.4.2. *Substituted Days*

(a) *Prescribed Substituted Days*

Where in accordance with the NES an alternative day is substituted to be the public holiday in lieu of a public holiday in clause 4.4.1, that alternate day will be substituted for and regarded as the public holiday for the purposes of this Agreement (**Substituted Day**).

(b) *Substituted Day by Agreement*

Despite (a) above, ANZ and a majority of Employees in an affected area may agree to substitute another day for any prescribed public holiday in clause 4.4.1.

4.4.3. *Taking the public holiday*

(a) *Permanent Employees (except Non Standard Workers)*

Where full or part time Employees are ordinarily, or would otherwise have ordinarily been, rostered to work on a public holiday in clause 4.4.1 or a Substituted Day in accordance with clause 4.4.2 but are not required to work in accordance with clause 4.4.4(a), the Employee may take the day off without loss of pay.

(b) *Non Standard Workers*

If you are a full or part time Non-Standard Worker and:

- (i) you are a full time Employee and not rostered to work on the public holiday (or if it has a Substituted Day, and also not rostered to work on the Substituted Day), then the actual Public Holiday will be treated as your public holiday and you will be paid an additional day's Salary;
- (ii) you are rostered and required to work on one or both days, you will be paid in accordance with clause 4.4.4(c); or
- (iii) you are ordinarily rostered to work but ANZ does not require you to work on the Public Holiday (irrespective of the existence of a Substituted Day), you will be given the day off without loss of pay (and if there is a Substituted Day then you will work or take the Substituted day off as per normal as applicable).

(c) *Casual Employees*

Given the nature of casual employment, ANZ may elect not to roster you for work on public holidays if you are a casual.

However, if you are required to work on a public holiday or its Substituted Day, you will be paid your casual loading in addition to the public holiday loading in clause 4.4.4(b) for all hours worked (or for minimum duty).

4.4.4. Working on Public Holidays

(a) All Employees - Reasonable Requirement to work Public Holidays

Many businesses within ANZ, such as the Australian Call Centre, are required to operate on public holidays. If you work in one of these businesses you will be expected to be available to work on at least some public holidays during the year. ANZ will notify you during the recruitment process if the role you are applying for will involve working on public holidays and which public holidays you are most likely to be needed to work. If you accept the role knowing that you will be needed to work some, or on specific, public holidays, you will be required to work on those days when rostered unless you have compelling personal circumstances satisfactory to ANZ.

(b) Payment for Work On Public Holidays

Where you work on a public holiday you will be paid a loading of 100% for all Contracted Hours worked. This loading replaces any other loadings which may apply under this Agreement (except the casual loading which is additional).

Alternatively, by agreement with your manager, if you are a full or part time Employee you may choose to take time off at a mutually agreed time on an hour for hour basis or have the day added to your annual leave accrual instead of being paid the loading.

(c) Payment for Public Holidays / Substituted Days for Non Standard Workers

For those Public Holidays resulting in a Substituted Day in accordance with clause 4.4.2, if you are a Non Standard Worker and rostered and required to work on one or both days in accordance with clause 4.4.3(b) (ii), then the following provisions apply:

- (i) if you are rostered and required to work on the actual Public Holiday but not on the Substituted Day then:
- the relevant Saturday or Sunday will be regarded as a normal working day and you will be paid the applicable Saturday or Sunday loading/incentive payment (except on Christmas Day in which case you will receive an additional loading of 50% of a full day's ordinary pay in addition to the applicable

Saturday or Sunday shift loading/incentive payment); and

- the Substituted Day will be regarded as your Public Holiday and you will be paid an additional day's Salary; or
- (ii) if you are not rostered to work on the actual Public Holiday but rostered and required to work on the Substituted Day - then the actual Public Holiday is a normal rostered day off and the Substituted Day will be your Public Holiday, and you will be entitled to payment for working on that Substituted Day in accordance with clause 4.4.4(b); or
- (iii) if you are rostered and required to work on the actual Public Holiday and the Substituted Day - then:
- the relevant Saturday or Sunday will be regarded as a normal working day and you will be paid the applicable Saturday or Sunday loading/incentive payment (except on Christmas Day in which case you will receive an additional loading of 50% of a full day's ordinary pay in addition to the applicable Saturday or Sunday loading/incentive payment); and
 - for work on the Substituted Day, you will be paid in accordance with clause 4.4.4(b).

4.4.5. *Compensating Leave*

Except for an Employee who is on unpaid leave at their request during one or more public holidays in a relevant calendar year, if you do not receive as many public holidays as other ANZ Employees who work in the capital city of the State or Territory in which you work, you will receive an additional day's compensating leave at the end of that relevant calendar year.

4.5. **Parental Leave**

4.5.1. *Primary Benefits*

(a) Entitlement to Leave

- (i) In accordance with the NES but except to the extent that there is no minimum Continuous service requirement for full-time or part-time Employees, eligible permanent full-time and part-time Employees and long term casual Employees will be entitled to:
- take up to 12 months' unpaid parental leave, and

- request an extension up to a total period of 24 months' of unpaid leave.
- (ii) Where both parents work at ANZ, parental leave may be taken simultaneously, although only one parent is entitled to receive the Parental Leave Assistance payment at any one time and in accordance with clause (b).
- (iii) An eligible Employee (in accordance with clause (i) above) who becomes a co-parent is eligible to take up to eight weeks' co-parental leave, of which up to one week can be paid leave, immediately after the birth of their child or the placement of an adopted child. If the co-parent later becomes the primary caregiver of the child and becomes eligible for the Parental Leave Assistance payment as provided in clause (b), the Parental Leave Assistance payment will be reduced by the period of paid co-parental leave taken. The co-parental leave may be taken in separate periods, but each period must be at least 2 weeks' long unless the Employee's line manager agrees to a shorter period.
- (iv) You may take a period of unpaid special maternity leave where you are not fit for work because you have a pregnancy-related illness or your pregnancy terminates within 28 weeks of the expected date of birth of the child (other than by the birth of a living child). If you suffer from an illness unrelated to the direct consequence of the birth, you may use accrued sick leave instead of, or in addition to, this unpaid special parental leave.
- (v) Periods of parental leave do not break continuity of service. Sick leave continues to accrue during parental leave of less than 6 months. Long service leave continues to accrue during parental leave of up to 24 months.
- (vi) Where ANZ agrees, keeping in touch days will be available to Employees on parental leave. Employees working such days will be paid, and such days will not be regarded as breaking or extending the period of the parental leave.
- (vii) Subject to clauses (viii) and (ix), Employees returning from parental leave will be entitled to the position they held:
- immediately before the period of parental leave;
 - or

- immediately before transferring to a safe job prior to commencing parental leave; or
 - immediately before commencing part time work during pregnancy.
- (viii) Where changes occur during your parental leave that may affect your role, ANZ will consult with you about the changes.
- (ix) Where your position no longer exists, ANZ will endeavour to place you in a comparable position.
- (x) You may request to return to work on a part-time or other flexible work arrangement basis by application in writing in accordance with and if eligible under the NES. ANZ will consider your request in accordance with business needs.
- (xi) Where you had at least 12 months' Continuous service with ANZ before beginning part time work in accordance with clause (x), the period of part-time work is 'temporary' and you retain the right to return to your former full time role (or a comparable role if that role no longer exists) at the completion of the period of part-time work.

(b) Parental Leave Assistance payment

- (i) Employees eligible for unpaid parental leave in accordance with clause 4.5.1 (a) above, who are to be the primary caregiver for their child during the Employee's usual Contracted Hours of work, will be entitled to a Parental Leave Assistance payment of 12 weeks' Salary.
- (ii) You may choose how to receive your Parental Leave Assistance payment in accordance with ANZ Policy.

(c) Superannuation on Parental Leave

Employees on approved parental leave will have employer superannuation contributions made by ANZ, calculated by reference to their Salary, in respect of the period of parental leave up to 24 months. ANZ will pay these superannuation contributions on the Employee's return from parental leave.

(d) Long Service Leave accrual on Parental Leave

All periods of up to 24 months of approved parental leave will continue to count as Continuous service for the purposes of calculating long service leave under clause 4.7 of this Agreement.

4.5.2. Statutory paid parental leave scheme

If you are eligible for paid parental leave under the *Paid Parental Leave Act 2010 (Cth)* (as in force at the date of the commencement of this Agreement) (**PPL Act**), then for such time as the PPL Act operates ANZ will pass on any of those entitlements in accordance with the PPL Act in addition to any applicable payment under clause 4.5.1(b).

4.6. **Compassionate leave**

- (a) Employees are entitled to 2 days' compassionate leave for each occasion that a member of their Immediate Family or household:
 - (i) contracts or develops a personal illness or sustains an injury that poses a serious threat to his or her life; or
 - (ii) dies.
- (b) Compassionate leave for full and part time Employees will be paid by reference to Salary, and for casual Employees such leave will be unpaid.
- (c) Employees may take further unpaid or paid compassionate leave by agreement with their manager.

4.6A **Domestic Violence Support Measures**

- (a) During the operation of this Agreement, ANZ will maintain a Policy providing support measures for Employees experiencing domestic violence, including paid special leave.
- (b) Employees will be able to access these support measures in accordance with the relevant Policy.

4.7. **Long Service Leave**

- (a) Entitlement
 - (i) Subject to the NES and in accordance with clause 4.5.1(d) (where applicable), your entitlement to long service leave with ANZ will be exclusively in accordance with this clause. You will not be entitled to long service leave if you are a casual Employee.
 - (ii) You will accrue long service leave at the rate of 0.866 weeks for each completed year of Continuous service with ANZ.
 - (iii) You may take your accrued long service leave once you have accrued 8.66 weeks of leave. This will usually be after 10 years of Continuous service with ANZ. ANZ Long

Service Leave Policy sets out how you are required to arrange and take your long service leave.

- (iv) Where you have completed 7 or more years of Continuous service with ANZ and your employment is terminated for any reason, other than misconduct justifying termination without notice, you will be paid out your accrued but untaken long service leave on a pro-rata basis. ANZ will not pay in lieu of long service leave in any other circumstances except if you become entitled to such a payment in consequence of retrenchment in accordance with clause 5 (in which case pro-rata payment is made after 5 years).

(b) Taking long service leave

- (i) If you request long service leave to which you are entitled, it must be granted as soon as practicable having regard to the needs of ANZ.
- (ii) If your manager requires you to take long service leave, 28 days' notice must be given.
- (iii) A public holiday that falls during long service leave is part of leave and does not add to the period.

(c) Payment for long service leave

- (i) The rate of payment for long service leave is as follows:
- If you have worked full time hours for the whole period of Continuous service - payment at the rate of your current Salary.
 - If you have been a part time Employee for the whole period of Continuous service and the number of your Contracted Hours has never changed - payment at the rate of your current part time Salary.
 - If the number of your Contracted Hours has been different from time to time during your Continuous service (eg. you have changed modes of employment between full and part time or the number of your part time hours has changed from time to time) - payment at the rate of your current Salary at the time you commence your leave, but calculated on a pro-rated and proportional basis by reference to your Contracted Hours for each period of service in relation to which your long service leave accrued.

- (ii) Long service leave entitlement is taken in the order in which it accrues and the service period relating to each period of long service leave taken is exhausted for long service leave purposes once that leave is taken and is not counted in future calculations.

4.8. Other leave policies

During the nominal term of this Agreement, ANZ will maintain Policies that provide:

- (a) reasonable access to facilities for women regarding breastfeeding in the workplace;
- (b) career breaks (with eligibility and approval requirements to be contained in the Policy); and
- (c) an ability for Employees with elder care responsibilities to apply for flexible working arrangements.

In addition to this Agreement, ANZ has a range of leave Policies published on ANZ's intranet (MAX) which you can access in accordance with their terms as available from time to time.

5. TERMINATION, REDUNDANCY AND RETRENCHMENT

The following provisions in this Section 5 apply to full time and part time permanent Employees. They do not apply to Fixed Term Employees, casual Employees or Employees not eligible for redundancy or notice of termination under the NES.

5.1. Our primary objective

Our primary objective for Employees whose roles are no longer required at ANZ is generally to find those Employees new roles within ANZ. If your job is no longer required, then our energy will be directed at exploring alternate employment opportunities for you before you are retrenched.

Retrenchment will be at the instigation of ANZ only.

5.2. Redundancy and Retrenchment

Redundancy occurs if ANZ determines for financial, organisational, technological, geographic or other operational reasons that it has a reduced need for the Employee's job to be done by the Employee or by any other Employees at ANZ (except where this is due to the ordinary and customary turnover of labour).

This includes where (for the reasons above) ANZ determines that:

- (i) an individual Employee's job is no longer required or the Employee's duties are amalgamated into other roles;
- (ii) it has a reduced need for one or more Employees in the branch or department in which you work; or
- (iii) one or more jobs will no longer be required to be performed at a particular location or at all any longer in ANZ.

Retrenchment is defined as termination or notice of termination of employment as a result of redundancy or other re-organisation, or through the adoption of changed business practices, and where alternative employment is not available or re-training appropriate in accordance with this Section 5.

5.3. Redeployment

If your job becomes redundant you will be notified by your manager and directed into ANZ's redeployment program which lasts 6 weeks. ANZ may at its sole discretion extend the redeployment period beyond six weeks at any time prior to the start of your redeployment period. If redeployment has already started, your redeployment period may only be extended if you agree.

If you refuse to participate in the redeployment program or reject a Directly Comparable Role, you will not be entitled to any redundancy benefits under this Agreement, including any severance payments.

Although if ANZ offers and you agree, you may be paid in lieu for all or part of the redeployment period instead of participating in redeployment, in which case upon payment the redeployment period will be concluded.

5.4. Early Separation

Notwithstanding clause 5.3, in circumstances where you do not wish to be redeployed within ANZ, you may request in writing an early separation at any time after you are given notice of redeployment and before the end of the first week of your redeployment period. If ANZ agrees to the early separation, you will be retrenched, you will not be paid in lieu of redeployment, and you will receive:

- (a) payment in lieu of notice of termination, calculated in accordance with clause 5.12 and not clause 5.8;
- (b) a severance payment as set out in clause 5.10; and
- (c) a \$2,000 gross payment to be directed towards outplacement services.

5.5. What happens if you are successful for redeployment in ANZ

If you successfully apply for, or are placed in a new role at ANZ through or before redeployment or at any time prior to the date your employment with ANZ is due to end, your employment with ANZ will not terminate and you will not be entitled to payment in lieu of notice or redundancy benefits.

5.5.1. Redeployment into a Directly Comparable Role

If you are redeployed into a Directly Comparable Role, the normal transfer processes will apply and you will not be entitled to any redundancy benefits.

5.5.2. Redeployment to a higher graded Directly Comparable Role

If you are redeployed into a Directly Comparable Role which is at a higher Grade than your previous role, your manager for the new role will have a conversation with you and identify any specific training needs for the new role. You will be exempted from formal performance counselling for a period of six months from commencement in the new role (although this does not limit ANZ's rights in relation to issues of behaviour or misconduct).

After six months in the new role, your manager will make an assessment of your ability to competently perform the role having regard to your skills and ability and performance to date

in the new role. This assessment will be done in consultation with you.

If ANZ accepts in consequence of that assessment that the change in your role and duties was unreasonable given your skills and ability, then subject to any further attempts by ANZ to seek redeployment opportunities for you, ANZ will retrench you and you will be paid the redundancy benefits set out in this section calculated to the date your employment with ANZ actually ends (rather than the date you were initially placed in the redeployed position).

5.5.3. Redeployment to a Non Comparable role

ANZ may offer a Non Comparable Role as an alternative to retrenchment. You will be given two weeks to decide whether or not you want to accept the offer of the alternate role.

If you do not accept the offer of the alternate role, you are entitled to the redundancy benefits set out in this section unless you are redeployed into, or ANZ continues to seek redeployment opportunities for you in, another role.

If you accept the alternate role then:

- if the Salary for the alternate role is lower than your existing Salary, you will be Red circled; and
- the first two months in the new role will be a trial period. During the trial period, if either you or ANZ decide that the position is unsuitable for you, your employment may be terminated. If this happens, you will be paid the redundancy benefits set out in this section calculated to the date your employment with ANZ actually ends (rather than the date you were initially placed on redeployment).

5.6. Redeployment to a role in a different location requiring a change in residence

If you are offered and accept redeployment to another role in a different location which in the opinion of ANZ warrants a change in residence, reasonable relocation assistance with respect to removal expenses, transport costs and accommodation costs will be provided to you in accordance with ANZ Policy.

5.7. Selection for retrenchment

5.7.1. Voluntary retrenchment

At any time between being notified that you may be impacted by a business change and the end of the first week of your redeployment period, you may make a request in writing to your manager for voluntary retrenchment.

ANZ will take such requests into account prior to making forced retrenchments from the group of employees impacted by the same redundancy situation, but is not obliged (whether in individual or group situations) to:

- grant any such requests; or
- delay or halt the implementation of the relevant business change on the basis that any such requests have been made or because an Employee believes their request for voluntary retrenchment has not been taken into account.

If ANZ grants your request for voluntary retrenchment, you will be retrenched, you will not be paid in lieu of redeployment, and you will receive:

- payment in lieu of notice of termination, calculated in accordance with clause 5.12 and not clause 5.8;
- a severance payment as set out in clause 5.10; and
- a \$2,000 gross payment to be directed towards outplacement services.

5.7.2. Decisions about retrenchment

If ANZ needs to select Employees from a group of Employees to be retrenched, ANZ will take into account relevant Employees':

- (a) conduct and performance;
- (b) ability to do the job;
- (c) length of service;
- (d) special circumstances, such as the need to keep specific skills; and
- (e) requests for voluntary retrenchment as described in clause 5.7.1 above (if applicable).

ANZ retains the sole discretion to decide, and select Employees for, retrenchment. Its decision will be final.

5.8. Notice of retrenchment

At the conclusion of the redeployment period, ANZ will give you as much notice of retrenchment as possible. At a minimum, you will be provided with 6 weeks' notice. If, in certain circumstances, ANZ is not able to provide you with 6 weeks of actual notice, you will be provided with pay in lieu of the unworked notice period when your employment ends.

Subject to the NES, any payment made to you in lieu of notice will be calculated on the basis of your Salary or TEC Salary as applicable.

You are entitled to up to 1 paid day off each week during the notice period if you request it for the purpose of looking for a new job outside of ANZ. Payment for these days will be based on your Hourly Rate.

Payment of any redundancy benefits is conditional on you continuing to perform your duties as required until the end of the notice period. However, if you secure a new job outside ANZ during the notice period, you can request to leave prior to the expiry of the notice period and ANZ will not unreasonably withhold its consent. If ANZ consents to your early release, you will be entitled to the redundancy benefits set out in clauses 5.10(a) and 5.10(b) calculated to the date your employment with ANZ ends but you will not receive any payment in lieu of the unworked period of notice.

5.9. FSU Notification

ANZ will advise the FSU of the number of positions to be retrenched and the anticipated date of retrenchment at least two weeks prior to issuing notices of retrenchment to affected Employees (except if ANZ has already provided this information to the FSU under clause 7.4). The FSU accepts the confidentiality of this information and will not disclose any details until the relevant Employees have been informed by ANZ.

5.10. Redundancy benefits

If ANZ decides to retrench your employment, you are entitled, on termination of your employment, to the following benefits subject to clause 5.11:

(a) Severance Payment

Your severance payment entitlement will be calculated on the basis of the following formula:

For Employees other than TEC Employees:

- (i) seven weeks' Salary for the first year of Continuous service (pro-rated for Employees with less than one year of service);
- (ii) plus four weeks' Salary for each year for the second to tenth consecutive years of Continuous service;
- (iii) plus three weeks' Salary for each year for the eleventh to sixteenth consecutive years of Continuous service;
- (iv) plus two weeks' Salary for each subsequent consecutive year of Continuous service to a maximum of 25 years (inclusive of the first year of service);

- (v) plus, where applicable, a pro-rated payment for each completed month of Continuous service in the final part year of consecutive service up to and including the 25th year.

For the purposes of the severance payments above, Salary is inclusive of shift or weekend incentive loadings (as applicable) calculated by reference to an average of the amount of those payments over the three full pay periods prior to the date of your retrenchment.

For TEC Employees:

- (i) seven weeks' TEC Salary for the first year of Continuous service (pro-rated for Employees with less than one year of service);
- (ii) plus three weeks' TEC Salary for each subsequent consecutive year of Continuous service to a maximum of 25 years (inclusive of the first year of service);
- (iii) plus, where applicable, a pro-rated payment for each completed month of Continuous service in the final part year of consecutive service up to and including the 25th year.

(b) *Other benefits*

In addition to the severance payment described above, you will also be entitled to:

- (i) accrued and untaken annual leave entitlements;
- (ii) if you have completed five or more years of Continuous service – accrued and untaken long service leave entitlements;
- (iii) the withdrawal or deferred pension provisions of your superannuation or pension scheme (where applicable); and
- (iv) maintain your current concessional lending arrangements for a period of 9 months from the termination of your employment (provided that you have established concessional lending arrangements prior to being issued with notice of redeployment).

(c) *Past Employee Care Fund and New Career Training Fund*

In 2009 ANZ established the Past Employee Care Fund and the New Career Training Fund to provide up to AUD\$10million to provide financial support for specific purposes, to Employees who have been retrenched (**Funds**). While the Funds do not form part of this Agreement and may be altered or withdrawn

by ANZ at any time following consultation with the FSU, if you are retrenched you may be eligible to receive financial support through these Funds.

5.11. Exclusions from Obligations to provide Redundancy benefits

(a) Transfer of Business Situations

In the event that you are offered Acceptable Alternative Employment in a situation involving a "transfer of business" under the FW Act, you will not be entitled to redundancy benefits under this Agreement, including redeployment and/or notice of retrenchment under clauses 5.3 to 5.8 of this Agreement (whether you accept that offer or not).

(b) Other Acceptable Alternative Employment Offers

If your job with ANZ becomes redundant but ANZ obtains for you an offer of Acceptable Alternative Employment with another employer (in situations other than a "transfer of business" situation), you will not be entitled to the redundancy benefits under this Agreement (whether you accept that offer or not).

If it is likely that ANZ will be in a position to obtain offers of Acceptable Alternative Employment ANZ will:

- (i) advise and consult with the FSU about the potential availability of the Acceptable Alternative Employment at the earliest practicable opportunity on a confidential basis;
- (ii) upon satisfaction of the appropriate right of entry protocols under the FW Act by the FSU, facilitate access for the FSU to hold discussions with Employees about the Employment who wish to have such discussions;
- (iii) seek your feedback either directly (or through the consultation process with the FSU) about what an offer of Acceptable Alternative Employment would look like for you; and
- (iv) use its best endeavours to ensure your views and the views of the FSU about the adequateness of the alternative employment are understood by any prospective employer.

5.12. Termination of employment

The period of notice in this clause does not apply to:

- casual Employees;
- Fixed Term Employees;

- an Employee whose employment is terminated as a consequence of misconduct that justifies summary dismissal; or
- except for an Employee who ANZ agrees to an early separation under clause 5.4, an Employee whose employment is terminated by reason of redundancy and retrenchment (in which case notice will be in accordance with clause 5.8).

(a) **Notice of termination by ANZ**

Except in cases of serious misconduct, if ANZ decides to terminate your employment it must give you the following notice in writing:

- (a) during the Employee's probationary period or for trainees – 1 week; or
- (b) at any other time – 4 weeks.

The period of notice in clause (b) will be increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of Continuous service with ANZ at the end of the day the notice is given.

ANZ may decide to pay you in lieu of all or part of the notice period, provided that any payment must at least equal the amount ANZ would have been liable to pay to you at the full rate of pay for the hours you would have worked had the employment continued until the end of the notice period.

(b) **Notice of termination by Employees**

An Employee who wishes to terminate their employment with ANZ must give the same period of notice that ANZ is required to give in this clause, except there is no requirement for an Employee to give additional notice based on the age of the Employee.

If an Employee fails to give the notice specified in clause 5.12(a), ANZ may decide to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 5.12(a) and the Employee authorises ANZ to deduct that amount.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

You and ANZ may agree to make an individual flexibility arrangement to vary the effect of any term of this Agreement.

ANZ and the FSU agree that individual flexibility arrangements will only be used in circumstances where the terms of this Agreement do not meet the genuine needs of an individual and ANZ.

The overriding consideration for individual flexibility arrangements is that you will be better off overall in relation to your entitlements under this Agreement compared to if no arrangement was made.

6.1. Genuine agreement

The arrangement must be genuinely agreed and meet the genuine needs of you and ANZ.

ANZ will ensure that the terms of the individual flexibility arrangement will:

- (a) be about permitted matters under section 172 of the Fair Work Act 2009;
- (b) not be unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in you being better off overall than if no arrangement was made.

ANZ will not offer any person an individual flexibility arrangement as a condition of employment.

6.2. Content of the flexibility arrangement

ANZ will ensure that the individual flexibility arrangement:

- (a) is in writing and includes your name;
- (b) is signed by you and ANZ and if you are under 18 years of age, signed by your parent or guardian;
- (c) includes details of the term or terms of this Agreement that will be varied by the arrangement;
- (d) sets out how the arrangement will vary the effect of the terms;
- (e) sets out how you will be better off overall relative to the terms of this Agreement as a result of the arrangement; and
- (f) states the day on which the arrangement commences.

ANZ will provide you with a copy of the individual flexibility arrangement within 14 days after it is agreed.

6.3. Who in ANZ can authorise a flexibility arrangement

Before an individual flexibility arrangement commences it must be approved by:

- (a) your Manager;
- (b) a person nominated at the discretion of the General Manager for your business unit; and
- (c) the General Manager of Human Resources for your business unit.

6.4. Cooling off period

A cooling off period of 7 days from the signing of an individual flexibility arrangement shall apply, during which you or ANZ may cancel the individual flexibility arrangement by giving 24 hours' written notice to the other party.

6.5. Ending a flexibility arrangement

You or ANZ may terminate the individual flexibility arrangement by giving 28 days' written notice, or if both you and ANZ agree in writing — at any time.

6.6. Notification to the FSU

ANZ will provide a de-identified copy of all flexibility arrangements made under this clause to the FSU within 7 days of being made, which includes the Grade, Business Unit and gender of the person who enters into an individual flexibility agreement.

7. RELATIONSHIP AND CONSULTATION

7.1. Application

ANZ will apply clauses 7.1– 7.4 where it has made a definite decision to:

- (a) introduce major workplace changes and the changes are likely to have significant effects on relevant employees; or
- (b) make a change to relevant employees' regular roster or ordinary hours of work.

In this section:

“significant effects” include:

- A. termination of employment;
- B. major change to the composition, operation or size of ANZ's workforce or in the skills required;
- C. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- D. the alteration of hours of work;
- E. the need for retraining or transfer of employees to other work or locations; and
- F. the restructuring of jobs.

Provided that where this Agreement provides for the alteration of any of these matters, an alteration is deemed not to have significant effect.

“relevant employees” means the Employees to whom the Agreement applies who may be affected by:

- A. the major changes; or
- B. changes to ordinary hours of work or their regular roster, except where an Employee has irregular, sporadic or unpredictable working hours.

7.2. Employee notification

ANZ will notify the relevant employees and the FSU of the decision to introduce the major workplace changes in clause 7.1(a) as soon as is practicable.

7.3. Representation

- (a) The default representative of members of the FSU for the purpose of consultation for major workplace changes in accordance with clause 7.1 (a) is the FSU. Employees may appoint a different representative and notify ANZ of this in writing.
- (b) For the purposes of consultation for changes to regular rosters or ordinary hours of work in accordance with clause 7.1 (b), Employees may be represented by the FSU or a different representative.

7.4. Consultation

As soon as practicable after making its decision:

- (a) for major workplace changes in accordance with clause 7.1 (a), ANZ will consult and will invite relevant employees, the FSU and any appointed representatives to discuss:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the relevant employees; and
 - (iii) where possible, the measures ANZ is taking to avert or mitigate the adverse effects of the change on the relevant employees; and
- (b) for changes to regular rosters or ordinary hours of work in accordance with clause 7.1 (b), ANZ will consult and will invite relevant employees, the FSU and any appointed representatives (where applicable under clause 7.3(b)) to discuss their views about the impact of the changes (including any impact in relation to their family or caring responsibilities).

ANZ will give prompt consideration to matters raised by the relevant employees, the FSU and any appointed representative about the changes or the effects that the changes are likely to have on the relevant employees, including any feedback about the length of the consultation process that is proposed or determined by ANZ.

Information relevant to the change will be made available to the relevant employees and their representatives (where applicable). While there will be no obligation on ANZ to disclose confidential or commercially sensitive information, it may do so - in which case the receiving party (including the FSU) must not disclose this confidential or commercially sensitive information to any third party unless ANZ agrees in writing.

For major workplace changes in accordance with clause 7.1 (a), the length of the consultation process will be determined by ANZ and will be a minimum of three business days and a maximum of 10 business

days, taking into account the size and complexity of the change and the number of relevant employees who may be affected. ANZ may extend the maximum period where it decides it is necessary to allow the consultation process described in this clause 7.4(a) to occur.

7.5. Induction programs

During ANZ induction programs, FSU representatives may address new recruits to explain the benefits of FSU membership.

ANZ will continue to provide the FSU with the work locations of new recruits upon written request by the FSU.

7.6. ANZ / FSU Offshoring protocols and commitments

Since 2005, ANZ and the FSU have established a set of protocols outlining ANZ's commitments to its people when transitioning work offshore.

Although these offshoring protocols do not form part of this Agreement, ANZ commits to regularly review the protocols, and to consult with the FSU about any proposed changes to these protocols.

7.7. Diversity and pay equity

ANZ will at the FSU's request, meet twice yearly with the FSU regarding matters such as pay equity, ethnic/cultural diversity and flexible work policies.

7.8. Right of Entry

In accordance with the right of entry requirements of the FW Act, an official of the FSU may enter ANZ's premises at any time during working hours for the purposes of holding discussions with Employees, or for any other purposes related to their representative rights under the FW Act.

7.9. Workplace Representatives

One or more Employees within an ANZ Branch or department may be appointed as a union workplace representative to help facilitate a consultative and co-operative approach to employee relations within the workplace. ANZ will recognise that representative upon notice of accreditation from the Local Executive Secretary.

If you are appointed as an FSU Workplace Representative by an FSU Local Executive Secretary, then provided you do not hinder or obstruct any Employee in the performance of their work, ANZ will allow you reasonable time during working hours to:

- (a) discuss with ANZ FSU members any matters concerning the work they perform during the members' breaks;

- (b) discuss with an accredited full-time officer of the FSU the matters you have discussed with ANZ FSU members in clause (a) above;
- (c) receive instructions from the FSU about the performance of your responsibilities as a workplace representative; and
- (d) discuss with ANZ's representatives any matters raised with you by ANZ FSU members concerning the work they perform.

7.10. Union Training Leave

If you are an FSU workplace representative, upon obtaining approval from the FSU, you may apply in writing to ANZ for up to 5 days' paid leave each calendar year, non cumulative, to attend trade union training courses conducted by an accredited training provider (except for casual Employees). The course must be designed to provide skills and competencies that will assist ANZ to promptly resolve disputes or grievances in the workplace.

Your application to ANZ must be in writing, include the nature, content and duration of the course you propose to attend, and be provided at least two weeks prior to the start of the proposed training.

ANZ will normally grant leave pursuant to this clause if it is able to make adequate staffing arrangements to cover your absence amongst current Employees in the branch or department in which you work, during the period of such leave.

If you are granted leave pursuant to this clause:

- (a) you will be paid an amount equal to the pay you would have received had you not been on leave;
- (b) all expenses (such as travel, accommodation and meals) incurred by you while attending training will be paid by you or the FSU;
- (c) upon request by ANZ, you must:
 - (i) supply any evidence that would reasonably satisfy ANZ as to your attendance for the full duration of the course;
 - (ii) inform ANZ of the nature of the course attended and your observations on the effectiveness of the course and how it relates to your ability to carry out your responsibilities as a workplace representative.

If you are nominated by the FSU to attend the Anna Stewart Memorial Project, then at ANZ's discretion you may be granted an additional period of unpaid leave (beyond 5 days) to enable you to attend the course.

7.11. Industrial leave for honorary FSU officials

If you hold an honorary official position in the FSU that may include attending FSU conferences, Enterprise Council or Executive Committee meetings, then you or the FSU may apply, in writing to ANZ, for reasonable paid industrial leave to attend these events. Your application must certify your honorary position and outline the nature, content and duration of the proposed leave. Approval will be at ANZ's discretion.

If you are granted industrial leave you will be paid an amount equal to the pay you would have received had you not been on leave.

For the purposes of this clause honorary official positions in the FSU are:

- (a) Local Enterprise Council Delegate;
- (b) Local Executive Delegate;
- (c) National Enterprise Delegate;
- (d) National Executive Delegate;
- (e) Deputy National Executive Delegate; or
- (f) Conference Delegate.

7.12. Limits on leave under this section

The maximum number of days per annum paid leave granted under clauses 7.10 and 7.11 will not exceed 500 days across all of ANZ's businesses. Exceptions to this rule will be determined by ANZ in its sole discretion on a case by case basis.

8. SOLVE THE PROBLEM

8.1 General Principles

(a) Objectives

The aim of the 'Solve the problem' dispute resolution procedure is to provide for a formal, speedy and effective process.

(b) Scope and Application of Solve the Problem

Solve the Problem is for any matters arising under this Agreement or in relation to the NES (a "**problem**"). You are encouraged to attempt to resolve the problem informally before you use the Solve the Problem process.

At least Steps 2 and 3 must be exhausted prior to any escalation in accordance with Step 4. Any outcome of reinstatement will not be available without ANZ's consent.

ANZ and the FSU may agree to refer questions of interpretation and application of this Agreement to the Fair Work Commission, without the need to go through any of the other steps in this section 8.

(c) Preservation of the Status Quo

Unless ANZ decides otherwise (in which case any changed circumstances will be without prejudice to final resolution of the matter), while your problem is being dealt with the status quo will remain and you must continue to work as you normally would.

(d) Representation

You can have a representative or support person (such as the FSU) for any step of Solve the Problem.

ANZ, the FSU and the Employees will also consent to allow each other to have legal or other external representation for any proceeding in the Fair Work Commission in consequence of any step of Solve the Problem.

8.2 Solve the Problem Process

Step 1 – First resolution meeting

If you have a problem to be resolved under this clause, then you can request a first resolution meeting about the issue with your Manager in order to try to sort it out. You should advise your Manager that you are commencing the Solve the Problem process.

Before the meeting you must provide written details of your problem to your Manager. You need to give your Manager a reasonable opportunity to remedy the problem.

Where you are uncomfortable raising a problem with your Manager, you may skip Step 1 and proceed to Step 2.

Step 2 – Second resolution meeting

If the issue is not resolved, you may request a second resolution meeting with your 1-up line Manager.

Your 1-up line Manager will set up a meeting with you and your Manager and attempt to resolve any outstanding issues. You need to inform your 1-up line Manager that you are invoking Step 2 of Solve the Problem and provide any documentation arising out of Step 1 (or if Step 1 has not been used, written details of your problem and your desired outcomes).

You must give your 1-up line Manager a reasonable opportunity to remedy your problem.

Step 3 – Final Internal Review

If your problem still remains unresolved, you may request a final internal review.

The final internal review will be conducted by a person nominated at the discretion of the relevant General Manager within your business unit. This may occur by way of a meeting, or by way of review and written response to your problem. The person nominated may be a Human Resources professional or a Manager within your business unit.

Step 4 - Independent Review

If you have been unable to have your problem resolved under Steps 1-3, then within 14 days of the outcome of Step 3 (or such further period that ANZ reasonably agrees to) you may refer the matter to the Fair Work Commission for conciliation.

If conciliation has been unsuccessful, the following problems may be referred to arbitration by either party:

- (a) changes to your rostered hours or days of work – clause 2.4(b) and 2.8.3;
- (b) changes to your work location – clause 2.4(i);
- (c) temporary change to your rostered hours or days of work – clause 2.4(g);
- (d) a decision by ANZ to decline a requested change to your rostered or Contracted Hours of work – clause 2.4(c);

- (e) a decision by ANZ to require you to work on a public holiday – clause 4.4.4(a); or
- (f) a dispute of fact arising from a decision by ANZ that you have not met the Grandfathered Eligibility Requirements referred to in clause 2.3.2.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 Occupational Health and Safety in ANZ

ANZ has put in place a Health and Safety Management System (**HSMS**) to seek to achieve its aims to identify, assess and control factors in the workplace and our operations, which may affect the safety, health, security and well-being of Employees.

While the HSMS does not form part of this Agreement, ANZ provides resources, including internal and external expertise, and supporting Policies and Procedures, so that it can seek to achieve its aims.

9.2 ANZ Occupational Health and Safety Committees

One or more Occupational Health and Safety Committees may be established across Australia.

- (a) Health and Safety Committees can represent:
 - (i) a State/Territory;
 - (ii) a major building; or
 - (iii) an Operational area (for example, a Business Unit).
- (b) The Committees will be formed and operate in accordance with relevant legislative requirements providing:
 - (i) input into agreed procedures such as OHS issue resolution and the committee's own procedures;
 - (ii) review of incident statistics and trends with recommendations for corrective actions;
 - (iii) review of new business initiatives to assist in identification of health and safety issues;
 - (iv) assist with the development of safe working procedures and processes;
 - (v) review of results of audits and monitoring reports; and
 - (vi) resolution of issues raised by HSRs that cannot be resolved in local workplaces.

9.3 Health and Safety Representatives for Designated Work Groups

An integral component of ANZ's approach to occupational health and safety will be consultation with workers about decisions made that affect health and safety matters.

Health and Safety Representatives (**HSRs**) will operate within Designated Work Groups (**DWGs**) comprising appropriate groupings of ANZ Employees/workplaces.

HSRs may liaise with ANZ on health and safety issues on behalf of a DWG.

HSRs require an understanding of the characteristics of the DWG they work in and represent and an understanding of any applicable health and safety legislation, particularly the powers and responsibilities of the HSR and the procedures for resolving health and safety issues. However HSRs are not required to be experts on health and safety.

HSRs will be provided with reasonable time and facilities to enable them to carry out their tasks effectively.

9.3.1 Role of Health and Safety Representatives

The role of HSRs will be to:

- perform the role of a HSR as outlined in relevant legislation;
- assist in the resolution of health and safety concerns raised by Employees in local workplaces;
- provide input on health and safety issues to their Occupational Health and Safety Committee and to the ANZ Health, Safety and Wellbeing team; and
- act as a communication point for Employees on occupational health and safety matters.

9.3.2 Election of Health and Safety Representatives

HSRs will be appointed where nominations are received from Employees. If necessary a ballot will be organised by ANZ within each DWG. Where requested by Employees, the ballot will be conducted in consultation with the FSU.

9.3.3 Period of Appointment of Health and Safety Representatives

The term of office of a HSR is set by the relevant legislation (generally two years). A person may stand for re-election at the end of the term. A person ceases to be a HSR:

- if they resign from being a HSR;
- upon transferring from their DWG; or
- upon disqualification (consistent with relevant legislation and the application of ANZ's Health and Safety Issue Resolution Process if required).

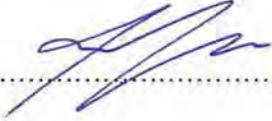
9.3.4 Training of Health and Safety Representatives and Committee Members

ANZ will fund the reasonable course costs of elected HSRs to undertake accredited training as required by relevant legislation.

9.4 National Oversight

At the FSU's request, a representative from the ANZ Health, Safety and Wellbeing team will meet at least every six months with the FSU, to review and discuss health and safety initiatives and issues.

Signatures

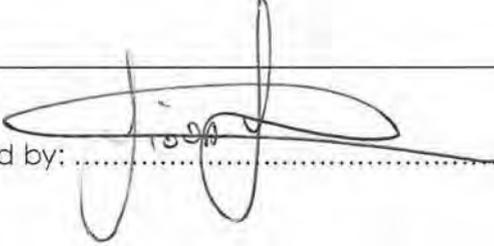
Signed by:  Date: 3 December 2015

For and on behalf of ANZ

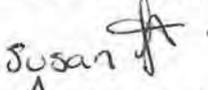
FULL NAME: YORAM FINGER
GENERAL COUNSEL AND HEAD OF EMPLOYEE
RELATIONS AND HEALTH AND SAFETY SERVICES

ADDRESS: Level 9B, 833 COLLINS ST, DOCKLANDS VIC 3008

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT:

Signed by:  Date: 2 December 2015

For and on behalf of the Employees


FULL NAME: Fiona Jordan, National Secretary

ADDRESS: Finance Sector Union of Australia
341 Queen Street, Melbourne Victoria 3000

EXPLANATION OF AUTHORITY TO SIGN THE AGREEMENT:
Authorised under rule 49 of the FSU's rules to sign industrial agreements.

SCHEDULE 1: CLASSIFICATIONS

Agreement Grading Structure			Equivalent to former ANZ Award Classification Structure
Group	Title	Grade	AUSTRALIA
4	Manager	4.1	Cat E
			Cat D
		4.2	Cat C
		4.3	Cat B
		4.4	Cat A/ Cat AA
5	Senior Officer	5.1	Level 3
		5.2	Level 2
		5.3	Level 1
6	Officer	6.1	Grade 4
		6.2	Grade 3
		6.3	Grade 2

Duties

ANZ may direct you to carry out such duties as are within the limits of your skill, competence and training.

Job Evaluations

If you are dissatisfied with the grade of your position, you may use the Solve the Problem process.

SCHEDULE 2: PAY RATES

2015/16 ANZ Financial Year*

160 hours				
Group	Grade	Minimum	Midpoint	Maximum
4	4.1 – 4.4	\$79,452		
	5.1	\$77,550	\$84,133	\$92,516
5	5.2	\$66,887	\$71,912	\$77,871
	5.3	\$57,840	\$62,216	\$65,549
6	6.1	\$51,342	\$55,692	\$58,140
	6.2	\$48,079	\$52,224	\$54,570
	6.3	\$46,946	\$49,572	\$50,898

152 hours				
Group	Grade	Minimum	Midpoint	Maximum
5	5.1	\$73,673	\$79,927	\$87,891
	5.2	\$63,543	\$68,276	\$73,978
	5.3	\$54,948	\$59,085	\$62,317
6	6.1	\$48,775	\$52,938	\$55,284
	6.2	\$45,675	\$49,572	\$51,842
	6.3	\$44,599	\$47,124	\$48,348

	2016/2017 Financial Year*			
	160 hours		152 hours	
Grade	Minimum	Maximum	Minimum	Maximum
4.1 – 4.4	\$79,452			
5.1	\$78,326	\$93,442	\$74,410	\$88,770
5.2	\$67,556	\$78,650	\$64,179	\$74,718
5.3	\$58,419	\$66,205	\$55,498	\$62,941
6.1	\$52,369	\$59,303	\$49,751	\$56,390
6.2	\$49,041	\$55,662	\$46,589	\$52,879
6.3	\$47,885	\$51,916	\$45,491	\$49,315

* Notes:

1. The Rates for each respective ANZ Financial Year are inclusive of the minimum and maximum safety net increases specified in clause 3.2(c).
2. Superannuation is calculated on the basis of your Salary and contributions are made in addition to minimum salaries above.

SCHEDULE 3: ALLOWANCES

	Allowance	When it applies	Amount		
1	Taxi Allowance	When an Employee is called back to work overtime or is required to work when a reasonable means of transport is not available, impractical or unsafe.	ANZ will pay the reasonable costs of the Employee's travel from or to the Employee's home (as applicable).		
2	Car Allowance	When an Employee uses his or her own car for ANZ approved business (requires line manager approval).	Engine Capacity		Cents per kilometre
			Ordinary cars	Rotary engine cars	
			1.6 litre or less	0.8 litre or less	65 cents
			1.601 litre - 2.6 litre	0.801 litre - 1.3 litre	76 cents
			2.601 litre and over	1.301 litre and over	77 cents
			These amounts will be indexed in line with any movement to the Australian Tax Office published rates using the cents per kilometre method for claiming car expenses on each annual anniversary of the commencement of this Agreement until 30 September 2017.		
3	District Allowances	For so long as an Employees is employed at a Branch in a Prescribed Town (including when, if applicable, they are accompanied by a spouse or dependent child).	<p>The Employee will be paid the applicable Prescribed District Allowance, subject to the following:</p> <ul style="list-style-type: none"> (a) part time Employees receive the Allowance on a pro-rata basis based on their Contracted Hours of work; (b) if the Employee is relieving or auditing in a Branch in a Prescribed Town, then they will receive the greater of: <ul style="list-style-type: none"> o their normal Prescribed District Allowance; or 		

			<ul style="list-style-type: none"> o the Prescribed District Allowance for the Prescribed Town in which the audit or the relief is occurring; and <p>(c) for a period of employment of less than one week (including at the beginning or ending of the period of employment) at a Branch where a Prescribed District Allowance is payable the amount of allowance payable shall be that proportion of the appropriate allowance calculated on the following formula:</p> $\frac{\text{Annual allowance}}{152} \times \frac{\text{Hours worked}}{13.05}$						
4	Higher Duty Payment (4 days or more in a four week cycle)	When an Employee has worked at least four days in a higher graded position during a four week cycle. The four days do not necessarily have to be consecutive days. However, any hand-over period does not count towards the qualifying period.	<p>The following payments apply for all days worked in the higher graded position during the four week cycle:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: left; padding: 5px;">If the relief is at...</th> <th style="text-align: left; padding: 5px;">then the payment is...</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Group 6</td> <td style="padding: 5px;"> the greater of the: <ul style="list-style-type: none"> (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2%. </td> </tr> <tr> <td style="padding: 5px;">Group 5</td> <td style="padding: 5px;"> the greater of the: <ul style="list-style-type: none"> (a) minimum </td> </tr> </tbody> </table>	If the relief is at...	then the payment is...	Group 6	the greater of the: <ul style="list-style-type: none"> (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2%. 	Group 5	the greater of the: <ul style="list-style-type: none"> (a) minimum
If the relief is at...	then the payment is...								
Group 6	the greater of the: <ul style="list-style-type: none"> (a) minimum salary rate for the grade of the job being relieved, or (b) Employee's current Salary plus 2%. 								
Group 5	the greater of the: <ul style="list-style-type: none"> (a) minimum 								

				<p>salary rate for the grade of the job being relieved, or</p> <p>(b) Employee's current Salary plus 2.5%.</p>
			Group 4	For Group 5 or 6 Employees the Employee's current Salary plus 2.5%.
			any higher Grade for Employees on TEC Packages in accordance with clause 1.4.1(b)	Employee's current TEC Salary plus 2.5%.
5	Higher Duty Upgrade (More than 80 days in a calendar year)	<p>When an Employee has worked in a higher graded position for more than 80 days in one calendar year.</p> <p>This does not apply to Employees who are in designated relief positions and are performing higher duties because they have agreed to a temporary appointment / secondment arrangement or agreed to cover an extended leave period (eg. parental leave).</p>	The Employee is permanently upgraded to the minimum higher grade salary (which for upgrade to Group 4 roles will be on condition of a TEC Package in accordance with clause 1.4).	
6	Meal Allowance	<p>When an Employee is:</p> <p>(a) required to</p>	<p>Employees will be provided with an adequate meal at ANZ's expense.</p> <p>If no meal is provided, an Employee</p>	

		<p>work in excess of their rostered hours on any day and the total hours worked exceeds 10 hours;</p> <p>(b) called back to work overtime within 2 hours of finishing duty;</p> <p>(c) required to work more than 5 hours on a Saturday, Sunday or Public Holiday (except for Shift Workers).</p> <p>A second meal will be provided for every subsequent five hours worked.</p>	<p>will receive a meal allowance of \$15.50. This amount will be indexed in line with any movement to the 'Meals out and take away foods' subgroup of the Consumer Price Index on each annual anniversary of the commencement of this Agreement until 30 September 2017.</p>
7	Standby Allowance	<p>When an Employee is required to remain ready to perform work outside of his or her normal working hours.</p>	<p>Monday to Friday - \$18.85 a day.</p> <p>Saturday, Sunday or public holiday - \$38.20 a day.</p> <p>Standby allowances above will be indexed by 2% on each annual anniversary of the commencement of this Agreement until 30 September 2017.</p> <p>Subject to providing ANZ with satisfactory evidence, an Employee while on standby duty will be reimbursed for the cost of telephone rental on a pro-rata basis and for any business calls made as a consequence of being on standby.</p>
8	Call Back	<p>When an Employee is called back to perform work at a time when they would not ordinarily</p>	<p>A minimum of 1.5 hours' overtime at the applicable overtime rates. The recorded time for a call back will include travelling from home to work and return via the most direct route.</p>

		<p>be at work and the Employee was not notified prior to finishing work that they would be called back.</p> <p>Call back is payable to Employees whose full time equivalent Salary does not exceed \$85,369 (pro-rated for part time Employees).</p> <p>Employees in, or relieving in management positions (and if relieving are receiving higher duties payments), are also not entitled to call back payments.</p>	
9	Temporary Duty Allowance (No overnight absence)	When an Employee is required to perform temporary duty at a work location which is not his or her usual work location or locations but which does not require the Employee to be away from home overnight.	Reimbursement of reasonable travelling expenses that exceed the Employee's usual cost of travelling to and from work.
10	Transfer Expenses	<p>When an Employee has to change place of residence, other than temporarily, because of an ANZ initiated transfer.</p> <p>ANZ will give as</p>	ANZ will meet all necessary and reasonable accommodation costs for the Employee and dependant family members for up to 7 days from the time of vacating one permanent residence and occupying another. If this period exceeds 7 days, ANZ will pay two-thirds of the accommodation costs for up to a further 3 months.

		<p>much notice of transfer as practicable. If a transfer requires a change in residence, at least 1 month's notice will be given, except in special or urgent circumstances or if the Employee agrees otherwise.</p>	<p>ANZ will pay all reasonable costs of packing and moving furniture, furnishings and effects to the new residence, insurance cover during removal and any essential storage and related insurance expenses.</p> <p>For an Employee who occupies a dwelling arranged by ANZ as a result of an ANZ initiated transfer, if the Employee is required to vacate the accommodation during the term of the Employee's appointment for reasons beyond the Employee's control ANZ will pay all such transfer expenses for the Employee.</p> <p>All payments are subject to the provision of appropriate verification of the costs incurred to ANZ's satisfaction, but reasonable relocation allowance will not be less than \$915.</p>
11	Travelling Expenses	<p>When an Employee is required by ANZ to travel for ANZ business.</p> <p>The same entitlement applies to dependent family members who need to accompany the Employee or, of necessity, must make the same journey separately.</p>	<p>Except if ANZ arranges and pays for, reimbursement of:</p> <ul style="list-style-type: none"> • economy class air fares; • first class fares for other means of public transport; • necessary taxi expenses; • actual and reasonable overnight accommodation costs incurred if the travel involves an overnight stopover; and • any actual and reasonable expenses incurred. <p>Reimbursement is subject to the provision of appropriate verification of the costs incurred to ANZ's satisfaction.</p> <p>Subject to ANZ's Domestic Travel Allowance Policy, a Domestic Travel Allowance (DTA) of \$108.51 per night may be claimed for every night that</p>

			<p>an Employee is away on ANZ business. For reimbursement of expenses in excess of the standard DTA (\$108.51); Employees are required to provide verification for the whole amount of the claim and not just the amount in excess of \$108.51. In these circumstances, ANZ will reimburse all reasonable expenses included in the claim.</p> <p>The DTA above will be indexed by 2% on each annual anniversary of the commencement of this Agreement until 30 September 2017.</p>		
12	Repatriation	<p>When an Employee, who is located in a town other than the one in which they joined ANZ as a result of accepting an ANZ-initiated transfer, retires or is retrenched.</p> <p>Note: ANZ will not pay for moves within the same city metropolitan area, town, or their immediate environs.</p>	<p>For the Employee and the Employee's dependents, ANZ will:</p> <p>(a) arrange and pay for; or</p> <p>(b) if ANZ decides not to arrange and pay for the repatriation, reimburse the Employee for;</p> <p>the following costs for repatriation to the original location or the capital city of the State or Territory of the original relocation:</p> <p>(c) economy class fares; and</p> <p>(d) reasonable removal costs.</p>		
13	Travelling Time	<p>When an Employee is required by their manager to travel to a location other than their usual workplace on any one calendar day in accordance with the table opposite.</p>	<p>Except where the Employee claims payment for stand-by or call back, the Employee will be provided with the following amounts of leave in relation to travelling time occurred at the following specified time:</p> <table border="1" data-bbox="842 1666 1385 1995"> <tr> <td>If the travel is...</td> <td>then the amount of leave provided (or by agreement payment of Salary in lieu) will be...</td> </tr> </table>	If the travel is...	then the amount of leave provided (or by agreement payment of Salary in lieu) will be...
If the travel is...	then the amount of leave provided (or by agreement payment of Salary in lieu) will be...				

			On a day other than on a normal working day for an Employee	7.6 hours
			For 4 or more hours of travel before 7am or after 7pm	7.6 hours
			For more than 2 hours but less than 4 hours of travel before 7am or after 7pm	3.8 hours
			<p>For the purposes of calculating travelling time:</p> <ul style="list-style-type: none"> • only the equivalent time for travelling by the most expeditious means available will be used as a reference point for the leave entitlement, and • having travelled directly to the relevant home or work location, the journey will be regarded as being complete on arrival. 	

SCHEDULE 4: ROSTERED DAYS OFF

A. Hours of Work - 152 Hour Cycle

Subject to the exceptions set out below, a full-time Employee will work 152 hours over a maximum of 19 working days, and be entitled to an RDO in each 4 week cycle, in return for 152 hours' pay (**152 Hour Cycle**).

B. Exceptions to the 152 Hour Cycle

The following full time Employees will work 160 hours averaged over a maximum of 20 working days in each 4 week cycle without a RDO, in return for 160 hours' pay at the Employee's Salary:

(1) Employees who agree to work a 160 Hour Cycle

An Employee may, on commencement, promotion or transfer, agree to work a 160 Hour Cycle.

(2) Employees on TEC remuneration packages

ANZ is not required to offer a 152 Hour Cycle to an Employee who has signed a written acceptance of a TEC Package.

(3) Graduate Program Employees

An Employee who is not a TEC Employee but is employed under the ANZ Graduate Program or Generalist Bankers Program may be engaged on a 160 Hour Cycle.

Notwithstanding any of the above ANZ may, at its discretion, employ a Graduate Program or General Bankers Program Employee to work a 152 Hour Cycle.

(4) Eligible Market-rated Employees

ANZ is not required to offer a 152 Hour Cycle to a Market-rated Employee whose Salary, on commencement, promotion or transfer, exceeds the MAX Rate. If at any other time your Salary exceeds the MAX Rate, ANZ may direct you to work a 160 Hour Cycle.

This exception will not apply where an Employee's Salary exceeds the MAX Rate as a result of the Employee being Red circled.

If a Market-rated Employee's Salary falls below the MAX Rate, he or she may elect to work a 152 Hour Cycle. If the Employee elects to continue to work a 160 Hour Cycle, he or she may elect to change to a 152 Hour Cycle on the 12 month anniversary of their election to work a 160 Hour Cycle and thereafter every 2 years.

Notwithstanding any of the above ANZ may, at its discretion, employ an Eligible Market-rated Employee to work a 152 Hour Cycle.

C. Choice (for Employees other than non eligible Market-rated Employees)

ANZ may offer a prospective Employee or an Employee who is transferred or promoted, the option to work a 160 Hour Cycle, as an alternative to working a 152 Hour Cycle.

The option to work a 160 Hour Cycle is to be accepted or rejected at the Employee's election and no engagement, transfer or promotion will be conditional upon the Employee agreeing to work a 160 Hour Cycle.

An Employee who has elected to work a 160 Hour Cycle may elect to change to a 152 Hour Cycle, on the 12 month anniversary of their appointment, transfer or promotion and thereafter every 2 years.

If, at any time, the personal circumstances of the Employee change so that the Employee can no longer work a 160 Hour Cycle, the Employee may request to change to a 152 Hour Cycle, and ANZ will not unreasonably refuse such a request.

D. Arrangement of RDOs

RDOs will be taken as determined by the line manager who will take into account the business and staffing needs of ANZ for that 4 week cycle.

An RDO may be deferred in full or in part by agreement between the Employee and the line manager. Where it is agreed that RDOs be deferred, RDOs not taken during the year will, at the Employee's election, either be added to annual leave or paid out at the Employee's normal Hourly Rate.

Where it is agreed at the start of the calendar year that RDOs will be accumulated, these days will, by agreement between the line manager and the Employee, either be added to annual leave or paid out at the Employee's normal Hourly Rate.

If an Employee is required to work on their scheduled RDO, he or she will be paid for the day worked at the Employee's standard pay rate and also have the RDO paid out at the Employee's Salary.

SCHEDULE 5: DICTIONARY

"ACC" means the Australian Call Centre.

"Acceptable Alternative Employment" means an offer of employment with ANZ, or another employer, on terms which looked at overall are substantially similar and no less favourable than your previous employment terms and includes:

- a Directly comparable role or a role that is at least reasonably equivalent to the role you had at ANZ;
- recognition of your service with ANZ or any previous employer in relation to whom ANZ recognises your prior service for calculating benefits and entitlements, including long service leave and redundancy entitlements; and
- recognition of accrued service-related entitlements at ANZ (if not paid out by ANZ).

"Additional Leave Accrual" means an additional accrual of paid leave for additional hours of Flexible Part Time Employees instead of a Payment Above Contract Loading in accordance with clause 2.8.2(b)(iv).

"ANZ" means Australia and New Zealand Banking Group Limited.

"ANZ Financial Year" means the period 1 October of one year through to and including 30 September of the following year (eg. the 2015/16 ANZ Financial Year runs from 1 October 2015 through to and including 30 September 2016).

"Continuous service" means the following periods of service under an unbroken contract of employment:

- any paid service (excluding a period of paid workers compensation leave); and
- any period of authorised unpaid leave or absence up to 6 months taken in accordance with this Agreement.

Any period of unpaid leave of six months or more will not break continuity of employment, but the amount in excess of six months will not count as Continuous service for the purposes of calculating applicable entitlements under this Agreement, except for the purposes of entitlements to:

- unpaid parental leave and notice of termination, in which case all authorised unpaid leave will count as Continuous service; and
- long service leave, in which case all periods of approved parental leave in accordance with clause 4.5.1(d) will count as Continuous Service.

"Contracted Hours" refers to the number of hours which you are currently contracted to work or the number of hours which you initially or subsequently agree with ANZ to work.

"Directly comparable role" means a role within ANZ which:

- is at the same Grade or above;
- does not involve a change in duties significant enough to be unreasonable having regard to the Employee's skills and ability; and
- is at the same work location or at another work location which does not involve an Unreasonable Impact on your travel time or costs.

"Equivalent Award Classification Structure" means the relativities that existed within the former Banking Services – ANZ Group - Award 1998 as at the date of its cessation. To avoid doubt, this Agreement does not incorporate these classifications but is a reference point for the Agreement grading structure.

"Existing Employee" means an Employee who commenced employment with ANZ prior to the date that this Agreement starts to operate.

"Fixed Term Employees" means any Employees employed under a contract of employment that has a fixed or maximum term as referred to in clause 1.6(a), but does not include any Employee employed on a permanent ongoing basis or on a casual basis.

"Flexible Part Time Employee" means an Employee within the meaning of clauses 2.1(g) and 2.8.

"Former Long Term Temporary Worker" means any Employee who, immediately before commencing employment with ANZ, was employed by an agency and performed work for ANZ via the agency for a continuous period of at least 12 months (excluding any periods of leave taken with the agency).

"FSU" means the Finance Sector Union of Australia.

"FW Act" means the Fair Work Act 2009 (Cth) as amended or replaced from time to time.

"Group and Grade" means the applicable group and grade under Schedule 1 of this Agreement and includes any future terminology changes to a group or grade as notified by ANZ (provided that such change in terminology will not change the substance of those classification levels).

"Hourly Rate" means the hourly rate derived by dividing your 4-weekly cycle Salary by your Contracted Hours (for full time and part time Employees) or 152 (for casual Employees).

"Immediate Family" means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

- (c) traditional kinship, where there is a relationship or obligation, under the customs and traditions of the community or group to which the Employee belongs.

"Market-rated Employees" means those Employees designated as such by ANZ in accordance with clause 1.5.

"MAX Rate" means the maximum salary for your Grade on a 160 hour cycle as determined and published by ANZ on its intranet (MAX) annually.

"Minimum salary" means the minimum salary in Schedule 2 for the term of this Agreement. Note, for Employees on part-time or casual arrangements, the minimum salary is pro-rated.

"My Week" has the meaning in clause 2.2.1.

"NES" means the National Employment Standards as provided by the FW Act.

"Non Comparable Role" means any other role that is not a Directly Comparable Role.

"Non Eligible Employees" (for the purposes of clauses 3.3 and 3.4 "Performance and Remuneration Review for Non Market-rated Employees") means Employees to whom any of the three disqualifiers set out in (a), (b) or (c) below apply:

(a) *On 30 September at the end of either the 2014/15 or the 2015/16 ANZ Financial Year:*

- are employed with ANZ for less than 3 months (i.e. commenced after 30 June); or
- are on a formal Performance Improvement Plan;

(b) *In respect of, or during, either the 2014/15 or the 2015/16 ANZ Financial Year:*

- receive a rating of "C" in their Performance Assessment (or an equivalent behavioural rating under any successor performance management system); or
- are not compliant with their ANZ mandatory learning requirements; or
- are promoted to a higher grade after 30 June (but before 30 September);

(c) *As at the Payment Dates:*

- are employed as a casual Employee; or
- are not employed by ANZ or are subject to notice of termination or notice of resignation.

"Non Market-rated Employees" means all Employees who are not:

- a Market-rated Employee, or
- a TEC Employee.

"Non-Standard Worker" means an Employee who regularly works on Saturdays and/or Sundays, whether they work on a fixed or variable roster. You are not a Non-Standard worker if you choose to regularly work these non-standard hours under a flexible working arrangement with ANZ.

"Payment Dates" means the dates that the Salary and Safety Net increases under clause 3 are applied by ANZ Payroll in respect of the 2015/2016 and 2016/2017 ANZ Financial Years.

"Payment Above Contract or PAC loading" applies to Employees who are contracted to work less than 152 hours per four weekly cycle (i.e. part time Employees), except for Flexible Part Time Employees. The 25% loading is paid for all hours worked above Contracted Hours but less than 152 hours per four weekly cycle and is compensation for not receiving sick leave, annual leave, annual leave loading and long service leave for those overtime hours.

"Performance Assessment" means ANZ's annual assessment of your performance in its sole discretion conducted for the 2014/15 ANZ Financial Year. Once your performance has been assessed against the performance objectives for your role in each of those years, ANZ will provide you with a number and letter rating based on what you have achieved during your assessment period (a number rating) and how you have achieved it (a letter rating) as follows:

- The "What":
 1. Significantly above target/Best practice/Exceptional performance
 2. Above target/Consistently exceeds standard
 3. On target/Consistently meets or at times exceeds standard
 4. Below target/Mostly meets standard/Developing towards standard
 5. Significantly below target/Rarely meets standard
- The "How":
 - A. Role model/Clearly exemplary behaviour
 - B. Consistently meets or at times exceeds standard
 - C. Requires development/Does not meet standard

“Policy” means the relevant ANZ policy as varied from time to time in ANZ’s sole discretion. ANZ policy (howsoever referred to in this Agreement) does not form part of this Agreement.

“Prescribed District Allowance” means the annual allowance in accordance with the following table by reference to the applicable region in which the Prescribed Town is situated in which the Employee is working:

	To an Employee on an ANZ-initiated transfer (\$ per annum)	To any other Employee (\$ per annum)	To an Employee for a spouse who has accompanied the Employee on an ANZ-initiated transfer (\$ per annum)	To an Employee for each dependent child under 19 years of age (\$ per annum)
Region 1	419	158	208	77
Region 2	611	230	304	110
Region 3	1,002	377	501	179
Region 4	1,621	609	813	291
Region 5	2,367	887	1,184	427
Region 6	3,217	1,209	1,609	580
Region 7	4,209	1,577	2,103	758
Region 8	4,950	1,856	2,475	891

“Prescribed Town” means the following towns and cities in the following regions for the purposes of Prescribed District Allowances in accordance with Schedule 3:

Region 1

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
Barham	Biggenden	Booleroo Centre	Nil	Culgoa	Bolgart
Barraba	Cairns	Karoonda		Groke	Bruce Rock
Berrigan	Chincilla	Orroroo		Jeparit	Corrigin
Boggabri	Gayndah	Port Augusta		Laibert	Dalwallinu
Coolamon	Gordonvale	Sedan		Manangatang	Darkan
Coonabaraban	Mackay	Tumby Bay		Omeo	Dongara

Culcairn	Miles	Warooka	Ouyen	Dowerin
Darlington Point	Millmeran	Whyalla	Swifts Creek	Dumbleyung
Dunedoo	Monto	Wilmington	Watchem	Kellerberrin
Eugowra	Mundubbera	Wirrabara	Woomelang	Kondinin
Finley	Rockhampton			Kulin
Ganmain	Sarina			Manjimup
Jerilderie	Townsville			Moora
Mandurama	Yeppoon			Narembeen
Mathoura				Tamin
Narrabri				Wickepin
Peak Hill				Wongan Hills
Tocumwal				Wyalkatchem
Walcha				
Walla Walla				
Wentworth				

Region 2

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
Adaminaby	Airlie Beach	Cleve	Queenstown	Murrayville	Bencubbin
Ardlethan	Ayr	Coonalpyn	Rosebery	Underbool	Boulder
Ashford	Biloela	Cowell	Zeehan	Walwa	Carnamah
Baradine	Bowen	Cummins			Carnarvon
Batlow	Charters Towers	Kimba			Cranbrook
Bingara	Eidsvold	Lameroo			Esperance
Binnaway	Giru	Pinnaroo			Gnowangerup
Bombala	Gladstone	Quorn			Kalgoorlie
Bonalbo	Goondiwindi				Koorda
Condobolin	Halifax				Lake Grace
Coolah	Home Hill				Mingenew
Delegate	Ingham				Mukinbudin
Delungra	Miriam Vale				Northampton
Jindabyne	Mount Larcom				Perenjori
Lockhart	Mount Morgan				Tambellup
Mendooran	Proserpine				Three Springs
Moree	Roma				Traying
Taralga	Tara				
Trangie	Texas				
Tumbarumba	Wallumbilla				
Urbenville					
Warialda					
Warren					
Woodenbong					

Region 3

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
Ariah Park	Atherton	Ceduna	Savage River	<i>Nil</i>	Kalbarri
Barellan	Bainda	Hawker			Kambalda
Barmedman	Collinsville	Kingscote			Mullewa
Beckorn	Emerald	Streaky Bay			Southern Cross
Broken Hill	Innisfail				
Gulargarnbone	Malanda				
Hay	Mareeba				
Lake Cargelligo	Mossman				
Nyngan	Ravenshoe				
Oaklands					
Tottenham					
Trundle					
Tullamore					
Ungarie					
Urana					
Wee Waa					

Region 4

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
Balranald	Blackwater	Wundinna	Currie	<i>Nil</i>	<i>Nil</i>
Bourke	Dimbulah		(King Island)		
Collarenebri	Dysart		Whitemark		
Hillston	Herberton		(Flinders Island)		
Moulamein	Middlemount				
Walgett	Mitchell				
Moura	Moranbah				
	Springsure				
	St. George				
	Taroom				
	Theodore				
	Tully				
	Wandoan				

Region 5

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
Brewarrina	Augathella	Woomera	<i>Nil</i>	<i>Nil</i>	Ravenstrophe
Cobar	Capella				
Lightning Ridge	Charleville				
Mungindi	Clermont				
	Injune				
	Longreach				

Surat

Region 6

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
Wilcannia	Alpha Aramac Barcaldine Blackall Cloncurry Cunnarnulla Dirranbandi Hughenden Mt. Isa Quilpie Tarnbo	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>

Region 7

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
<i>Nil</i>	Julia Creek Richmond Winton	Cooper Pedy	<i>Nil</i>	<i>Nil</i>	Broome Dampier Derby Exmouth Karratha Meekatharra Newman Norseman Paraburdoo Port Hedland Tom Price Wickham

Region 8

New South Wales	Queensland	South Australia	Tasmania	Victoria	Western Australia
<i>Nil</i>	Boulia Cooktown Georgetown Normanton Thursday Island	<i>Nil</i>	<i>Nil</i>	<i>Nil</i>	Kununurra Leinster

"Previous Agreements" means previous enterprise bargaining or collective industrial agreements (whether certified or registered or not), including but not limited to the ANZ Enterprise Agreement 2010-2012 (Australia), the ANZ Enterprise Agreement 2013-2014 (Australia), Oasis Collective Employment

Agreement 2012 (Australia), ANZ/FSU Agreement 1998, the ANZ National Telemarketing Centre Agreement December 1994, the National Finance Centre Agreement 1996 and the Network Operations Centre 24 x 7 Agreement 1996.

"RDO" means rostered day off.

"Red circled" means where your Salary is maintained by ANZ in accordance with clause 5.5.3 of this Agreement. The arrangement will endure until the maximum salary of your new role as published on ANZ's intranet (MAX) annually (on a 152 or 160 hour cycle as applicable to you) becomes equivalent to, or greater than, your Salary.

"Salary" refers to your base annual salary for your Contracted Hours of work (which may increase as a result of the annual remuneration review or through a promotion). Your Salary:

- excludes the compulsory superannuation guarantee (SG) contribution, any loadings or allowances, or any other incentive, commission or bonus payments; but
- includes applicable district allowances when calculating:
 - payments for the purposes of annual, sick, carer's, compassionate, long service and public holidays leave, annual leave loading, overtime and notice of termination paid in lieu;
 - your Salary for the purposes of salary sacrificing and deductions for overpayments; and
 - the salary thresholds for which an Employee ceases to have an entitlement to overtime payments and call back allowance.

"Shift Worker" means:

- (a) For the purposes of *this Agreement*, an Employee who:
- is paid a shift loading at the date this Agreement commences provided that the Employee continues to work in the same role and for the same hours which initially entitled them to a shift loading payment; or
 - works in a role or business area designated by ANZ to be a shift worker role or shift work operation where shifts are regularly rostered outside the hours of 7am to 7pm, including shift worker roles in the following business areas (or equivalent future business areas):
 - Production Services Support Centre, Technology;
 - Transaction Processing, Australia Operations;
 - Internet Banking, Australian Call Centre;

- o Service, Australian Call Centre;
 - o Financial Intelligence Operations, Institutional; and
 - o Telesales, Esanda.
- (b) For the purposes of the *NES*, a seven day shift worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

“Solve the Problem” means the dispute resolution procedure set out in Section 8.

“Special Locations” means locations situated:

- (a) in the northern territory north of latitude 21;
- (b) in Queensland north of latitude 21 or west of longitude 144; or
- (c) in Western Australia, north of latitude 24 and in the towns of Carnarvon, Leonora, Meekatharra and Mount Magnet.

“Substituted Day” means a day that is declared as a public holiday in lieu of the prescribed public holidays that fall on a Saturday or Sunday in accordance with clause 4.4.2.

“TEC Package” means your Total Employment Cost package offered in accordance with clause 1.4.1 and consists of notional salary and superannuation.

“TEC Employee” means an Employee who is employed in accordance with the terms of a TEC Package.

“TEC Salary” means TEC Package minus the superannuation contribution ANZ makes to meet its obligations under the superannuation guarantee legislation.

“Unreasonable Impact on your travel time or costs” means where ANZ determines there is an unreasonable impact on your travel time or costs, taking into account the following factors:

- the different types of transport available to you;
- the location of the workplace and distance from your current work location and home;
- the amount of additional costs to you, such as having to pay additional tolls or an increase in public transport costs; and
- any additional travelling time to the new workplace.

On Thursday, 28 June 2012, 11:26, [REDACTED] <[REDACTED]@onepath.com.au> wrote:

Hi Ash

As discussed today your return to work date will be Monday 27 August 2012.

Monday 27th August to Thursday 30th August will be 9am - 5pm for training.

Your new temporary part time hours will commence on Friday 31 August until your original maternity leave end date.

If you have any further queries, please give me a call.

I will contact you closer to your return date.

Thank you

[REDACTED] | OnePath | Customer Service Manager | Customer Relationships
Level 1, 280 Mann St, Gosford, NSW 2250
T: +61 [REDACTED]
[REDACTED]@onepath.com.au | onepath.com.au

From: Ashlee Czerkesow [mailto:[REDACTED]]
Sent: Thursday, 28 June 2012 11:27 AM
To: [REDACTED]
Subject: Re: Return to Work

Hi [REDACTED]

Please find below the link for "Keeping in touch" with your employee:

www.humanservices.gov.au/customer/enablers/centrelink/paid-parental-leave-scheme/receiving-your-parental-leave-pay

Under such short notice i will have to make a few calls to see what i can do but i should be able to arrange something so that i can commence training next week Tuesday - Friday.

With a lot of organising to be done can i ask that my return to work date be Monday 30th July so that i can have three weeks (excluding the week of training) to organise care for [REDACTED]??

Thanks [REDACTED]

From: [REDACTED] <[REDACTED]@onepath.com.au>
To: Ashlee Czerkesow <[REDACTED]>
Sent: Wednesday, 27 June 2012 2:14 PM
Subject: RE: Return to Work

Hi Ash

If you were to return to work on a part time basis (5hrs per day 5days a week), the shift would be 9.00 - 2.00 Monday to Friday. This would be a temporary arrangement until your original maternity leave end date.

Unfortunately I cannot guarantee any further flexible working arrangements at this point.

Please let me know this afternoon of your decision.

Please also be aware of the below allowance that ANZ provides to parents returning to work:

3.2 Child care allowance (CCA)

(a) What is the child care allowance?

The child care allowance (CCA) is a \$4000 payment to help address the availability of affordable child care (inclusive of the superannuation contributions ANZ is required to make in relation to this payment under the Superannuation Guarantee legislation).

The CCA is payable in 4 x \$1000 monthly instalments upon the employee's return to work following parental leave. This is done via the CCA Request Form. The instalment amount is paid to all eligible employees regardless of hours worked, remuneration or full time or part time status. The payments will commence in the employee's second pay period following their return and are subject to PAYG tax deductions.

(b) Who is eligible for the child care allowance?

To be eligible for CCA, an employee must be:

- a permanent employee who has taken parental leave under this policy, and
- returning to work after parental leave and does not have a partner at home caring full time for the child following their return

Note: If both parents work at ANZ, only one child care allowance is payable.

Thanks Ash, speak with you soon.

██████████ | OnePath | Customer Service Manager | Customer Relationships
Level 1, 280 Mann St, Gosford, NSW 2250

██████████@onepath.com.au | onepath.com.au

From: Ashlee Czerkesow [mailto:██████████]

Sent: Wednesday, 27 June 2012 1:42 PM

To: ██████████

Subject: Re: Return to Work

Hi ██████████

I am having a very hard time regarding care and availability for care for ██████████ at such short notice if i was to return to work part time (or even full time). At this stage there is one person that has availability mon - wed in green point but is going on holidays till 16th July. There is also a minimum 7 hours required for the family daycare so would end up paying approx 1-1.5 hours more for care than actually needed.

I know you have stated that the start/end time are yet to be finalised and are at the business needs but this is one of the requirements needed to book in a carer. Some of the carer's have a start time of 8.30am others a little earlier and they also have certain end times. If i am unable to know a start/end time then i will not be able to confirm/book in a family carer and will have to put [REDACTED] into full time daycare which charge by the day and as a result would not be worth being back part time 5 days a week or full time (as i will still be in the same predicament of work vs care cost and actual income) If you would be able to give me a time or even an rough indication of the likely times that would be required i could use that and would help immensely with booking Georgia into care.

I understand the need for part time to be at 5 days a week due to EOFY however, would their be the flexibility for that to change after a period of time (eg sept onwards) to be 8 hours a day 3 days a week?? I only ask as i can guarantee to get mon-wed for [REDACTED] but the thursday friday are going to be an issue at this stage, it might change in the future if more availability becomes open but at present time i will be having to ask favours left right and centre for Thursday and Friday to be covered.

I am sorry to be such a pain but if i can have a better understanding of required times and if the option of flexible working arrangements could be looked at in the near future than i can book care in for [REDACTED] and will be able to return to work. If not i am going to have to fight it out till the end of the year and look at options for January.

Thanks [REDACTED],

Ashlee

From: [REDACTED] <[\[REDACTED\]@onepath.com.au](mailto:[REDACTED]@onepath.com.au)>
To: [REDACTED]
Cc: [REDACTED] <[\[REDACTED\]@onepath.com.au](mailto:[REDACTED]@onepath.com.au)>
Sent: Tuesday, 26 June 2012 6:10 PM
Subject: Return to Work

Good afternoon Ash

As discussed today if you make the decision to return to work early from your 12month maternity leave, I have the below options available:

- Full time - 8am - 8pm Monday to Friday
- Part time - 5hrs per day Monday to Friday (start and end time yet to be finalised, however where business requires). Please note that this is a temporary arrangement only and will be re-assessed leading up to your original maternity leave end date.

These positions will be due to commence mid to late July (actual date yet to be confirmed).

Please advise by close of business Wednesday 27 June 2012.

Thank you

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